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**CITY OF ELLSWORTH
REQUEST FOR BIDS
WORDS, SYMBOLS, STOP BARS, CROSSWALKS, PARKING LINES
PAVEMENT MARKINGS**

The City of Ellsworth, Maine is requesting bids for a contract for pavement marking of City streets for a period of one (1) year. Two (2) individual one (1) year renewal options may be possible contingent upon mutual agreement of the parties. Bids will be accepted until **10:00 AM, Wednesday, March 13, 2024**. All bids to be opened publicly at that time. Bids received after the deadline will not be considered. **SEALED** Bids should be marked **“SYMBOL/CROSSWALK Pavement Marking Bid”**. Bids may be hand delivered or mailed to:

City of Ellsworth
City Clerk's Office - **SEALED BID PAVEMENT**
One City Hall Plaza
Ellsworth, ME 04605

Questions concerning the specifications may be addressed to Adam Wilson at (207)667-4091, (207)669-6619 or by email: awilson@ellsworthmaine.gov.

The City of Ellsworth reserves the right to accept or reject any or all bids and to waive any informalities or irregularities.

INTRODUCTION

It is the intent of the City to procure pavement marking services in the urban area from an established and experienced contractor. The work consists of furnishing and placing all necessary material to properly perform Symbols, Stop Bars, Crosswalks and other stenciled markings, which shall include, but not be limited to, paint, glass beads, vehicles, traffic control devices and all incidental items. The services requested include painting the pavement markings in accordance with nationally accepted standards outlined in the Manual on Uniform Traffic Control Devices and per the Maine Department of Transportation requirements.

Work under this contract will commence on or about **May 1, 2024** and shall be at least 75% completed by **June 15, 2024**. All costs incurred in the preparation and submission of a proposal will be borne by the Bidder. Proposals may be modified or withdrawn at any time prior to the closing date and time specified. Proposals may only be withdrawn in person by an authorized representative.

CONTRACTOR RESPONSIBILITIES

It is the responsibility of the bidder to examine the site(s) of work and/or investigate as needed to make the bidder fully aware of the conditions that would be encountered in performing this work.

The contractor shall supervise and direct the work. The contractor shall be solely responsible for all means, methods, techniques, sequencing, procedures and all scheduling of the work under this contract.

PROJECT OVERSIGHT

The City's Highway Superintendent will oversee the painting to ensure that the work performed by the contractor is performed in accordance with these specifications and in accordance with generally accepted practices. The Highway Superintendent shall have the authority to stop work, if in their opinion, the contractor is failing to perform in accordance with this contract, operating an unsafe job site, violating environmental regulations, or federal, state, or local laws.

BID SUBMITTALS

Interested contractors will need to submit the following in a SEALED & ADDRESSED envelope:

1. The completed proposal form delineating the unit and total prices.
2. Material Submittals for the paint and glass beads proposed to be used, (prior to starting work)
3. Proof of Workers Compensation and General Liability Insurance (prior to starting work)

Failure to provide any of the above noted items may result in automatic rejection of bid.

BID EVALUATIONS

The City reserves the right to award a contract based on factors in addition to price. The City will have the right to select the contractor best able to provide the services required and will then contract based on all factors involved in this bid.

AWARD OF CONTRACT

No award will be made at the time of the bid opening. The contract will be awarded by the City Council to the contractor best able to provide the services required.

ALL UNIT PRICES APPROVED SHALL BE FIRM UNTIL THE END OF THE CONTRACT PERIOD.

TECHNICAL SPECIFICATIONS

Paint, glass beads and workmanship shall meet MaineDOT specifications for this type of work.

GENERAL REQUIREMENTS:

The paint shall be formulated and processed specifically for service as a binder for beads, in such a manner as to produce maximum adhesion, refraction, and reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.

The paint shall be well mixed in the manufacturing process and shall be properly ground when incorporating the pigments in order to conform to the requirements as specified.

The paint shall not liver, thicken, curdle gel, settle excessively, or otherwise show any objection properties while in storage and in use. It shall be readily remixed manually to smooth, uniform consistency throughout and during application.

The paint shall dry on a road surface to a strongly adherent film that will not turn dark in sunlight or show appreciable discoloration with age. It shall be easily and uniformly applicable with mechanical line-marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads so as to produce a highly weather and wear resistance traffic line.

Paint shall only be applied when the atmospheric temperature is **45** degrees Fahrenheit or above and when the weather is not excessively windy, dusty, or foggy. **Alternatively, as recommended by manufacturer.** Suitability of weather will be determined by the Ellsworth's Highway Superintendent.

Longitudinal lines placed on tangent roadway segments shall be straight and true, longitudinal lines placed on curves shall be continuous smoothly curved lines consistent with the roadway alignment. Symbols shall be square to the roadway.

Broken lines shall consist of alternate 10 foot painted line segments and 30-foot (maximum) gaps.

Width of all lines shall be four inches, +/- ¼ inch.

The contractor shall use cones, stationary vehicles, or other approved methods to protect newly painted lines from traffic.

The Contractor shall be responsible for all traffic control and must provide all traffic control devices.

Schedules for painting City streets must be approved by the Highway Superintendent before any work takes place. Painting will generally be allowed during periods of light traffic, evenings and weekends.

All work shall be performed in a workmanlike manner. The City will not accept substandard work such as (for reasons of example but not meant to be exclusive); wavy lines and lines with paint smears caused by motor vehicles driving over wet paint.

The Bidder shall be responsible to provide all labor, materials, and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in conformance with generally accepted work standards. All work shall be in conformance with all applicable local, state, and federal laws, ordinances, rules, and regulations.

Upon notification by the City of unacceptable work the contractor shall correct it within ten (10) work days. Payment for all uncorrected deficiencies shall be deducted from the amounts owed.

3. APPLICATION

This paint must be reflectorized for night visibility by adding reflective spheres before the paint dries or sets, by using drop-on or pressurized methods. The reflective spheres shall be evenly dispersed on wet paint film of 18 mils (110- 115 square feet per gallon) at a rate of 9 pounds per gallon.

The lines shall be applied with airless or air assisted spray equipment.

Approximate Quantities to be Painted

Parking Lines – 11,600 ft
Stop Bars – 8,000 ft
Double Arrow – 81 each
Single Arrow – 375 each
ONLY – 56 each
No Parking – 58 each
Handicap – 9 each
Blue (solid area) – 750 sft
Crosswalk Bars- 800 each

Water St Crosswalk @ Maine Shellfish- 8 each
20 Min Parking – 7 each
Red Island (State St) – 330 sft
Black Out (High St) – 1250 sft
End of Islands (yellow) – 8 each
Misc Stencil – 5 each
Lane Line – 7,000 ft
Centerline – 2,650 ft
R X R- 7 each
Hash Marks – 600 ft

Under no circumstance should bidders assume that these estimates represent the exact amount of work to be done.

Basis of Payment

It shall be the responsibility of the successful bidder to report in writing, the quantities painted each week to the Highway Superintendent .

The accepted quantities of pavement lines and markings will be paid for at the contract unit price per linear foot or per unit as defined in the specifications. All lines will be measured by the linear foot. Any changes in the marking schedule must be approved by the Highway Superintendent or their designee.

Warranty

Contractor agrees to warranty all workmanship and materials for a period of 6 months from the completion of the work. The paint will need to be applied in such a way that meets 16mills at minimum **Does not include damage from Plowing operations.**

General Conditions

Operations shall be performed so as to not create a nuisance or interrupt operations of adjacent businesses or schools and to minimize the disruption of traffic to the extent possible. Work zones shall be well marked/signed and picked up as work is completed.

The City of Ellsworth shall perform street sweeping of winter sand prior to this work being performed.

If necessary, the bidder shall adjust their schedule to accommodate, work being performed by the City or State of Maine.

Contractor shall not assign, transfer, convey , sublet or otherwise dispose of its contract or its right, title or interest therein to any other person, firm , or corporation without prior consent of the City. In no case shall any such consent relieve the contractor from its obligations or change any terms of the contract.

If the Contractor fails to fulfill its obligations under this contract and on time , or otherwise violates any provision of this contract , the City may terminate the contract by written notice to the contractor .

Equal Employment Opportunity

The City of Ellsworth is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry, or natural origin, unless based on a bona fide occupation qualification. Vendors and contractor of their agents doing business with the City shall not violate the above clause or the Civil Rights Act of 1964. Violations by vendors shall be reviewed on a case by case basis and may mean an automatic breach of contract or service to the City of Ellsworth.

Save Harmless

The Bidder agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborer, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Bidder in the performance of this contract and against any liability, including costs and expenses, for violation of propriety right, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.

Insurance

Contractors will be required to show proof of insurance in not less than the following amounts:

General Liability:	\$400,000 per incident
Motor Vehicle Liability:	\$1,000,000 Aggregate
Major Medical:	\$50,000
Workers Compensation:	As Required By Maine Statute