



Public Works Department

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CITY OF ELLSWORTH REQUEST FOR BIDS CENTER AND SIDE LINE PAVEMENT MARKINGS

The City of Ellsworth, Maine is requesting bids for a contract for center and side line 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, Thursday, March 13, 2024. All bids will be opened publicly at that time. Bids received after the deadline will not be considered. **SEALED** Bids should be marked “**Long Line 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 may be addressed to Adam Wilson at 207-667-4091 or 207-669-6619 and e-mail 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 long line 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 Traffic Line Marking, 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 17, 2024 and shall be completed by June 25, 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 Proposals may be modified or withdrawn at any time prior to the closing date and time specified. Proposals may only be withdrawn in person by an authorized representative.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 RFP, 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. Qualifications of the individual/firm associated with the project
3. Material Submittals for the paint proposed to be used
4. Name, qualifications and contact information of the project coordinator.
5. List of similar work performed including the names, addresses, and contact numbers of references. (Minimum of 3)
6. Proof of Workers Compensation and General Liability Insurance

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

1. SCOPE:

This specification describes 100% acrylic type, low VOC, fast drying, white and yellow waterborne traffic paints that can be used on bituminous and Portland cement concrete pavements.

2. APPLICABLE SPECIFICATIONS:

Federal specification TT-P-1952D (Paint, Traffic and Air Field Marking, Waterborne), Federal Test Method Standard 141c. American Society for Testing and Materials (latest revision) as referenced. American Association of State Highway and Transportation Officials (AASHTO) Materials, Specifications and Tests.

3. GENERAL REQUIREMENTS:

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 Paint shall only be applied when the atmospheric temperature is 50 degrees Fahrenheit or above and when the weather is not excessively windy, dusty, or foggy. Suitability of weather will be determined by the Highway Superintendent.

3.6 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.

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

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

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

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

3.11 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.

3.12 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.

3.13 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.

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

4. APPLICATION

4.1 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 16-18 mils (110- 115 square feet per gallon) at a rate of 9 pounds per gallon.

4.2 The lines shall be applied with airless or air assisted spray equipment so as to have the paint at a temperature of 150°F maximum in the heat exchanger and 120-140°F at the spray nozzle. The maximum no-tracking time shall not be exceeded when the pavement temperature is greater than 50°F, under humidity conditions of 80% or less on dry pavement.

5. COMPOSITION

5.1 The composition of the **white paint** shall comply with the following:

5.1.1 The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Rohm Haas Fastrack 3427, or Dow DT-250 or an equivalent, pre-approved by the City.

5.1.2 Titanium Dioxide (ASTM D1394), Rutile Type II 1 lb/gal. Min.

5.1.3 Pigment (ASTM D3723), by weight 58% Min. 62% Max.

5.1.4 Total non-volatile (ASTM D2697) 76% Min. by weight 62% Min. by vol.

5.1.5 Total non-volatile in vehicle 42% Min. by weight

5.1.6 Lead (ASTM D3335) 0.06% Max.

5.1.7 VOC (ASTM D3960) 1.25 lb. /gal. (150 g/l) Max.

5.1.8 Weight per gallon (ASTM D1475) 14.0 + 0.3 pounds

5.1.9 pH of the paint 9.6 Min.

5.1.10 The paint shall be rated as non-combustible. The closed cup flash point shall not be less than 140°F.

5.2 The composition of the **yellow paint** shall comply with the following:

5.2.1 The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Dow DT-250 or Rohm Haas Fastrack 3427, or an equivalent, pre-approved by the City. The yellow pigment shall be Yellow #65 or Yellow #75.

5.2.2 Titanium Dioxide (ASTM D1394), Rutile Type II 0.2 lb./gal. Max.

5.2.3 Pigment (ASTM D3723), by weight 58% Min. 62% Max.

5.2.4 Total non-volatile (ASTM D2697) 76% Min. by weight 62% Min. by Vol.

5.2.5 Total non-volatile in vehicle 42% Min. by weight

5.2.6 Lead (ASTM D3335) 0.06% Max.

5.2.7 VOC (ASTM D3960) 1.25 lb./gal. (150g/l) Max.

5.2.8 Weight per gallon (ASTM D1475) 13.6 + 0.3 pounds

5.2.9 pH of the paint 9.6 Min.

5.2.10 The paint shall be rated as non-combustible. The close cup flash point shall not be less than 140°F.

6. DETAILED REQUIREMENTS

6.1 Viscosity: The paint viscosity shall not be less than 78 nor more than 95 Krebs units at 77°F when tested according to ASTM D562.

6.2 Condition in Container: The paint as received shall show no livering, skinning, mold growth, purification, corrosion of the container, or hard settling of the pigment. Any settling shall be readily dispersed when stirred by hand with no persistent foaming.

6.3 Grind: The fineness of grind shall not be less than 2 N.S.U. when tested according to ASTM D1210.

6.4 Drying Time: The paint shall dry in not more than 10 minutes at 77°F when tested according to ASTM D711 and drawn down to a wet film thickness of 15 mils.

6.5 Color: The white traffic paint shall match Federal Test Standard 595 No. 37886. It shall not discolor in sunlight and shall maintain its light fastness throughout the life of the paint (approximately two years). For yellow the color shall closely match Federal Test Standard 595 No. 33538. Color determination shall be made without bead at least 24 hours after application.

6.6 Flexibility: The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952D, Section 4.5.5., using a ½" mandrel bends.

6.7 Dry Opacity: The paint shall have a minimum contrast ratio of 0.96 when applied at a wet film thickness of 5 mils when tested according to ASTM D2244.

6.8 Daylight Reflectance: The daylight directional reflectance of the white paint shall not be less than 85% and not less than 50% for yellow (relative to magnesium oxide) when measured in accordance with Federal Test Method No. 141c.

6.9 Bleeding: The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Spec. TT-P-1952D.

6.10 Scrub Resistance: The paint shall pass 300 cycles when tested in accordance with ASTM D-2486.

6.11 Freeze-Thaw Stability: The paint shall show no change in consistency greater than 10% when tested in accordance with TT-P-1952D.

6.12 No Track Time: The paint shall dry to a no tracking condition in no more than 75 seconds. The no tracking condition shall be determined by actual application on the pavement at a wet film thickness of 16-18 mils with white or yellow paint covered with glass beads at a rate of 9 pounds per gallon. The paint lines for this test shall be applied with the striping equipment

operated so as to have the paint at temperatures up to 140°F (60°C) at the spray orifice. This maximum tracking time shall not be exceeded when the pavement temperature varies from 50°F (10°C) to 120°F (49°C), and under humidity conditions of 80% or less providing that the pavement is dry.

6.13 Heat Stability: The paint shall show no coagulation, discoloration or change in consistency greater than ten (10) Krebs Units when tested in accordance with TT- P-1952D.

6.14 Dry Through (Early Washout): A 15 mil wet film of the paint placed immediately in a humidity chamber maintained at 72.5°F+ 2.5°F and 90%+ 3 relative humidity shall have a “dry-through” time less than or equal to the specifier’s laboratory reference paint film when tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact between the thumb and film.

6.15 Storage Stability: When stored in a three-quarters filled can for a period of thirty days, the paint shall be in a homogeneous state with no skinning, curdling, hard settling or caking that cannot be readily remixed.

Approximate Lengths (Linear Feet) to be Painted

Double Yellow Centerline	84,700 lf
Single Yellow Line	17,500 lf
White Edge Line	160,000 lf
White Lane Divider	9,600 lf
White Spotted Line	13,800 lf

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 day 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 one (1) year from the completion of the work.

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 contractors 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

**CITY OF ELLSWORTH
CENTER AND SIDE LINE STRIPING
PROPOSAL FORM**

ITEM	LINEAR FEET	UNIT PRICE (per linear ft.)	AMOUNT
Double Yellow Center Line	84,700		\$
Single Yellow Line	17,500		\$
White Edge Line	160,000		\$
White Lane Divider	9,600		\$
White Skip/Broken Line	13,800		\$
Total			\$

Name_____ **Date**_____

Signature_____

Company_____

Address _____

Telephone_____

Email Address_____