

MEETING NOTICE

The regular monthly meeting of the Ellsworth City Council will be held on Monday, March 18, 2024 at 6:00 PM in the Ellsworth City Hall Council Chambers

Facebook: <https://www.facebook.com/ellsworthme>

YouTube: <https://www.youtube.com/c/CityofEllsworthMaine>

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Rules of Order.
4. Adoption of Ellsworth City Council minutes:
 - ❖ 02/12/2024- Regular Council Meeting
5. City Manager's Report.
6. Committee Reports.
 - EMS Committee request to appoint or consolidate with public safety committee
 - Appoint the position of Manager to all necessary committees
7. Citizens' Comments.
8. Councilor Comments.
9. Presentation of Awards.
 - *Andy Pooler- Girls Basketball coach of the year
 - * EHS Cheerleading Northern Maine and State Champions
 - * Sam Hughes- Wrestling coach of the year PVC
 - * Jim Goodman- Boys swim coach of the year PVC

UNFINISHED BUSINESS

10. Discussion and potential action regarding Chapter 56 violations with Maine Organics and possible consent agreement.

CONSENT AGENDA

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

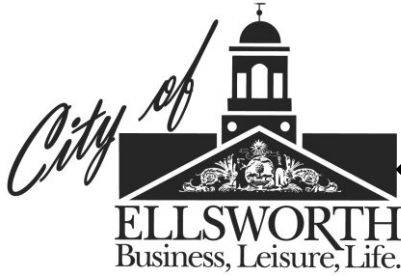
11. Council Order #032400, Reservation of the City of Ellsworth's right to harvest alewives. *

12. Council Order #032401, Request of the City Clerk to hold a Special Municipal School Budget Validation Referendum Election on June 11, 2024, for the purpose of validating the school budget. *
13. Council Order #032402, Request of the Tax Collector to release properties redeemed during the 30 day redemption period ending March 1, 2024 through Quit Claim Deeds (the complete list is available in the Clerk's office) and authorize the Interim City Manager to release said properties through Municipal Quit Claim Deeds *

NEW BUSINESS

14. Public hearing and action on the issuance of Business License (s): **
 - Josie's Country Store d/b/a Josie's Country Store 126 Surry Road for renewal of a City Class C License (Victualer/Liquor) and renewal of a State Restaurant (Class I, II, III and IV) Malt Liquor, Wine, and Spirits Liquor License.
 - ETC LLC, dba Dyons, 35 Eastward Lane for renewal of a City Class C and state liquor license
 - Colonial Inn LLC, 321 High Street for renewal of a City Lodging House License.
 - Ell Gov's, LLC d/b/a Governor's Restaurant, 253 High Street, for renewal of a City Class C License (Victualer/Liquor) and renewal of a State Restaurant (Class III and IV) Malt and Vinous Liquor License.
 - Siam Sky LLC d/b/a Siam Sky 2, 78 Downeast Highway for renewal of a City Class C License (Liquor and Victualer) and renewal of a State Class III and IV Restaurant Malt and Vinous Liquor License.
 - Sanjeeva Abeyasekera d/b/a Serendib, 2 State Street, for renewal of a City Class C License (Victualer/Liquor) and renewal of a State Restaurant (Class III and IV) Malt and Vinous Liquor License.
 - The Grand, 165 Main Street, for renewal of a City Class B License (Victualer, Liquor, and Amusement) and renewal of a State Other (Auditorium/Theatre) Class III and IV Malt and Vinous Liquor License.
 - Casa Jalisco, 205 High Street for renewal of a City Class C license and renewal of State Restaurant Class I, II, III, IV) liquor license.
 - Provender, 112 Main Street, for renewal of a City Class C license and renewal of State Restaurant Class I, II, III, IV liquor license.
 - The Fusion Buffet, 200 High Street for a new City Class C license and new State Restaurant liquor license.
15. Council Order #032403, Request of the Highway Superintendent to approve E-Waste application and approve a citizen member.
16. Council Order #032404, Request of the Waste Water Superintendent to accept the bid for the High Street pump station project for \$1,534,100 to Apex Construction. **
17. Council Order #032405, Request of the Highway Superintendent to award the contract for center and sideline striping and authorize the Interim City Manager to sign the contract.**
18. Council Order #032406, Request of the Highway Superintendent to award the contract for marking words, symbols, stop bars, parking lines, crosswalks and authorize the Interim City Manager to sign the contract. **
19. Council Order #032407, Request of the Superintendent of Schools to accept School Revolving Funds for Project #1743 in accordance with the SRRF guidelines and Department of Education. **

20. Council Order #032408, Discussion and action on the Ellsworth School Department request to enter into a purchase and sale agreement for the purchase of 11 Avery Lane and to authorize the Interim City Manager to sign the agreement. Please refer to the City Council Packet for purchase price, rate, and terms. **
21. Council Order #032409, Discussion and action to authorize the Interim City Manager to sign the Maine Department of Transportation Utility Receivable Agreement associated with the High Street pavement project (MaineDOT WIN #26073) in the amount of \$289,850.00.
22. Council Order #032410, Discussion and action to give approval for Maine Department of Transportation to give MaineDOT contractors permission to cross municipal roads that exceed the posted weight limit for a project on US Route 1 for the project period (Project #2772600).
23. Executive Session pursuant to 1 MRSA §405 paragraph 6(E) to consult with City attorneys concerning Hennig vs. Rowley/Ellsworth.
24. Possible action on the executive session.
25. Council Order #032409, Ratification of the contract for the incoming City Manager.
26. Adjournment.



Office of the Finance Director

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942

Phone (207) 669-6602 ♦ Fax (207) 667-4908

Website: www.ellsworthmaine.gov

Email: alaine@ellsworthmaine.gov

Date: 18 March 2024

To: Ellsworth City Council

From: Anne Laine, Finance Director

Re: Right to Harvest Alewives

Pursuant to current Maine Marine Resources laws and regulations, Cities/Towns with alewife fishing rights must take action to retain these rights each year. A copy of this action must be filed with the City Clerk and the Commissioner of Marine Resources prior to April 20th of each year. The following is the required resolution:

WHEREAS, Title 12, Section 6131 Maine Revised Statutes Annotated provides that municipalities are entitled to exclusive rights for harvesting alewives; it is hereby

RESOLVED, that the City of Ellsworth exercises its exclusive rights to harvesting of alewives from the Union River, and file notice of intent with the Commissioner of Maine Resources prior to April 20, 2024.

**PROPERTY USE AGREEMENT
BETWEEN THE STATE OF MAINE,
DEPARTMENT OF MARINE RESOURCES
AND THE CITY OF ELLSWORTH**

This Agreement is concluded at Augusta, Maine this 13th day of March 2024, between the State of Maine, through the Department of Marine Resources, hereinafter referred to as the Department, and the City of Ellsworth, hereinafter referred to as the City.

WHEREAS, the Department has granted the right to harvest river herring in the Union River to the City pursuant to 12 M.R.S.A. §6131; and

WHEREAS, the City has requested permission to use a fishway owned by the Department presently located below the Lake Leonard Dam in the Union River in order to harvest alewives.

NOW THEREFORE, in consideration of the mutual undertakings set forth herein, it is agreed that:

1. USE OF DEPARTMENT FACILITIES

The Department agrees to allow the City to use the Department-owned fishway and other facilities below the Lake Leonard Dam on the Union River subject to the restrictions described below:

- A. The City of Ellsworth must enter into separate written agreement with Black Bear Hydro, LLC with regard to access over its property.
- B. Prior to operation of the trap, the City or its Agent will contact DMR Commissioner Keliher, or his agent, for instructions on operation and maintenance on all aspects of the fishway and trap, pumping system, etc.
- C. Pump operation must be restricted to daylight hours.
- D. The City must provide insurance satisfactory to the Department for the repair or replacement of Department equipment and facility, including the pump, hoist, and electric motors.
- E. The facility must be returned to the Department in an operable condition on or before June 30.

- F. The harvest of river herring, pursuant to this Agreement, must terminate no later than June 30 of each year and within 48 hours if the run has ended.

The City agrees to terminate the harvest of river herring and to remove all its gear and equipment associated with the alewife fishery not later than June 30 of each year or within 48 hours if the run ends prior to June 30.

2. CITY AGENT

The City must appoint an Agent to supervise the harvesting of river herring and the operation of the fishway by the City or its Agents. The Agent must establish, subject to Departments approval, the hours for river herring harvesting and will control access of all personnel to the fishway for river herring harvesting activity. The City must notify the Department of the name and address of the individual to be appointed City Agent within ten (10) days after this Agreement is signed. All correspondence from the Department concerning river herring matters shall be addressed to the City Alewife Agent.

3. RIVER HERRING HARVESTING RESTRICTIONS

- A. The first 150,000 river herring captured (1,111 bushels) will be trucked upstream and released into Graham Lake prior to any commercial harvest. As specified in the 2015-2017 Comprehensive Fisheries Management Plan (CFMP) for the Union River; Black Bear Hydro Partners, LLC, the licensee for the Ellsworth Hydro Electric Project, has agreed to provide the resources (equipment and staff) required to transport fish upriver.
- B. For the remainder of the run, the entire daily trap catch may be harvested Monday-Friday (5 days/week) except as noted below. On Saturday and Sunday (2 days/week) 100% of the river herring trap catch will be transported upstream and released in the numbers and locations specified in the CFMP for the Union River. Under no circumstances shall river herring be stocked in other waters of the Union River drainage.
- C. All river herring that are trapped must be afforded upstream passage (unless harvested). Monday through Friday, all the river herring that are trapped but not selected for harvest will be transported upriver and released. (Trapping

and transporting fish that are not harvested will be the responsibility of BBHP and their agents per the CFMP).

- D. All transport and harvesting operations using the lift must be approved by the Department.
- E. All Atlantic salmon handling and transporting operations must fall within the framework of the Department's Section 10 ESA permit or another approved agreement for the site.
- F. Each week during the harvest the City shall report in writing the weekly and cumulative catch and escapement data to the Department. No Later than August 1 of each calendar year the City will submit a summary report describing the total weight or bushel harvested including the unit of actual sale (crate, tote, tray, etc)
- G. In season adjustments. If a poor river herring run is projected from the cumulative catch data, and it becomes evident that the 2/days per week escapement window will be inadequate to achieve the minimum escapement target of 315,000 fish the Department has the authority to suspend harvest operations and require all available river herring are passed upstream until the minimum escapement goal is reached.
- H. Biological sampling of both the harvested run and the river herring passed upstream will be performed weekly from the first week that fish are passed upstream to the last week of the run (25 fish per week of harvested fish and 25 fish per week of trucked fish). Sampling will include total length, sex, and a scale sample from each fish. The Department will provide the sampling supplies and will be available to answer any questions. Sampling both the fish passed upstream and the harvest will show if the age and repeat spawning proportions differ between these two groups.
- I. All fish species other than river herring, shad and Atlantic salmon that enter the trap will be immediately removed and returned alive to the river at the trap. Atlantic salmon will be handled in accordance with the "Atlantic Salmon Trap Operating and Fish-Handling Protocols" established by the Department and the Union River Fisheries Coordinating Committee and the Department's "Aquaculture Suspects Protocol"

- J. Alewife passage – Alewife releases above the Ellsworth Dam shall be in accordance with the Paragraphs above. Under no circumstances shall alewives be released in other waters of the Union River drainage, unless approved by and in the presence of an agent of the Department. Prior to releasing river herring in to Graham Lake, the City or its Agent will provide 48-hour advance notice to the Department. The City shall report in writing to the Department the dates of release and numbers of fish released by site and lake.
- K. When actively harvesting river herring at the Ellsworth fish trap an exclusion rack with a clear bar spacing of less than 2" will be placed in the fishway after 6:00pm and removed prior to 7:00am to prevent that capture of Atlantic Salmon when Brookfield staff are not on site. In the unlikely event that a salmon is captured after 6:00pm, it will be released back into the tailrace and Maine DMR will be notified of any release event.

4. DEPARTMENT HELD HARMLESS

The City agrees to indemnify, defend, and hold harmless the State of Maine and the Department, its employees, and agents from and against all damages, injuries, judgments, claims, and liabilities that may arise out of any acts or omissions of the City, its employees, or agents.

5. BREACH OF AGREEMENT

In addition to any other rights or remedies it may have at law or in equity, the Department may terminate this Agreement for the City's breach of the Agreement following ten (10) days' written notice thereof to the City.

6. This Agreement is contingent upon the filing of the written agreement between the City and Black Bear Hydro, LLC, in respect to use of the access site and use of electric energy as specified in Section 1A.

7. TERMINATION

This Agreement shall be in effect from May 1, 2024 through June 30, 2024.

CITY OF ELLSWORTH

STATE OF MAINE
DEPARTMENT OF MARINE RESOURCES

By: _____

By: _____

Title: _____

Title: Pat Keliher, Commissioner
Maine Department of Marine Resources

Date: _____

Date: _____

ACKNOWLEDGEMENTS:

STATE OF MAINE
COUNTY OF KENNEBEC

Date: _____

Then personally appeared the above-named Pat Keliher whose title is Commissioner,
Department of Marine Resources and acknowledge the foregoing instrument to be his free act
and deed.

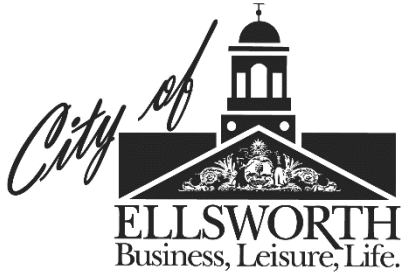
NOTARY PUBLIC

STATE OF MAINE
COUNTY OF HANCOCK

Date: _____

Then personally appeared the above-named _____ whose title is _____ and
acknowledge the foregoing instrument to be his free act and deed.

NOTARY PUBLIC



City Clerk

1 City Hall Plaza ▪ Ellsworth, ME 04605-1942

Phone (207) 669-6601 ▪ Fax (207) 667-4908

tdyer@ellsworthmaine.gov

MEMO

To: City Council Members
From: Toni Dyer, City Clerk
Date: March 12, 2024
Re: Calling of Municipal Election

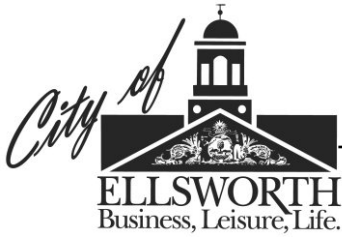
The City of Ellsworth is **no longer** required to validate the school budget by public vote annually, however, the public vote in 2023 was to continue for 3 years. To uphold that vote, I recommend we follow through with this process until 3 years has passed (2025 will be the last vote).

In addition, Council has voted to hold a municipal election to make a Charter amendment to be effective July 1, 2024.

Past practice is to schedule this election to coincide with the State June election process. For this reason, I am proposing holding the validation on June 11, 2024 to stay consistent and in line with past practices.

If the Council agrees with this request, the following motion is recommended:

RESOLVED to approve the request of the City Clerk to hold a Special Municipal School Budget Validation Referendum Election on June 11, 2024.



Office of the City Treasurer

1 City Hall Plaza ▪ Ellsworth, ME 04605-1942

Phone (207) 669-6634 ▪ Fax (207) 667-4908

smclean@ellsworthmaine.gov

Memo

To: Toni Dyer, City Clerk
CC: City Council
Glenn Moshier, City Manager
From: Sue McLean, Tax Collector/Deputy Treasurer
Date: March 18, 2024
Re: Redeemed Property

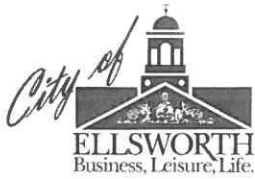
Please include on the March 2024 Agenda:

In accordance with Chapter 10, Ordinance for the Maintenance, Administration and Disposition of Tax Acquired Property, it is the request of the Tax Collector to release properties redeemed during the 30-day redemption period ending March 01, 2024. (the complete list is available in the City Clerk's Office) and authorize the City Manager to release sold properties through Municipal Quit-Claim Deeds.

Thank you,
Sue McLean
Deputy Treasurer/Tax Collector

If the Council approves this request the suggested motion would be:

Move to approve the request of the Deputy Treasurer/Tax Collector to accept payments on properties redeemed during the 30-Day Redemption Period and to authorize the City Manager to release said property through a Municipal Quit-Claim Deed.



City Clerk
1 City Hall Plaza ▪ Ellsworth, ME 04605-1942
Phone (207) 669-6604 ▪ Fax (207) 667-4908
clerksoffice@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #320

APPLICANT: JOSIES COUNTRY STORE

MAILING ADDRESS: MUIR BRIAN 126 SURRY ROAD ELLSWORTH, ME 04605

MAP LOT: 020081000000

BUSINESS TELEPHONE: 207-632-0079

FAX NUMBER:

EMAIL ADDRESS: BNMUIR@OUTLOOK.COM

NAME OF BUSINESS (DBA): JOSIES COUNTRY STORE

LOCATION OF BUSINESS: 126 SURRY ROAD

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: FOOD ALCOHOL Public Hearing Notice Fee

PROPERTY OWNER: JBM LLC

BUSINESS OWNER: MUIR BRIAN

PHONE NUMBER: 207-632-0079

EMERGENCY CONTACT:

BRIAN MUIR: 207-632-0079

EMERGENCY CONTACT:

JOCELYN MUIR: 207-632-0079

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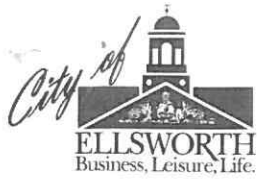
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LICENSE EFFECTIVE FROM:

EXPIRES: 03/31/2025



City Clerk
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Phone (207) 669-6604 ▪ Fax (207) 667-4908
clerksoffice@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #81

APPLICANT: DYON'S

MAILING ADDRESS: ETC LLC SUSAN SCHERBEL 35 EASTWARD LANE ELLSWORTH, ME 04605

MAP LOT: 129008000000

BUSINESS TELEPHONE: 207-422-6286

FAX NUMBER:

EMAIL ADDRESS:

NAME OF BUSINESS (DBA): DYON'S

LOCATION OF BUSINESS: 35 EASTWARD LANE

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: FOOD ALCOHOL Public Hearing Notice Fee

PROPERTY OWNER: EURC REALTY LLC

BUSINESS OWNER: ETC LLC PHONE NUMBER:

PARTNER:

GEORGE PETERS III: 207-790-1132

PARTNER:

SUSAN SCHERBEL: 207-422-6286

EMERGENCY CONTACT:

SUSAN SCHERBEL: 207-664-9440

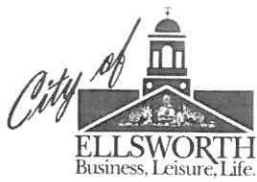
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BUSINESS LICENSE APPLICATION

CUSTOMER #353

APPLICANT: COLONIAL INN

MAILING ADDRESS: COLONIAL I, LLC 321 HIGH STREET ELLSWORTH, ME 04605

MAP LOT: 016023000000

BUSINESS TELEPHONE: 207-667-5548

FAX NUMBER: 207-664-0527

EMAIL ADDRESS: COLONIALINNRESERVATIONS@GMAIL.COM

NAME OF BUSINESS (DBA): COLONIAL INN

LOCATION OF BUSINESS: 321 HIGH STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: LODGING

DESCRIPTION: LODGING Public Hearing Notice Fee

PROPERTY OWNER: TNRC COMPANY LLC

BUSINESS OWNER: COLONIAL I, LLC PHONE NUMBER:

MANAGER:

GABRIELLE JOHNSON: 207-667-5548

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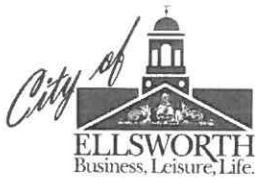
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BUSINESS LICENSE APPLICATION

CUSTOMER #591

APPLICANT: GOVERNOR'S RESTAURANT AND BAKERY

MAILING ADDRESS: ELLGOVS LLC 253 HIGH STREET ELLSWORTH, ME 04605

MAP LOT: 12800700N003

BUSINESS TELEPHONE:

FAX NUMBER:

EMAIL ADDRESS:

NAME OF BUSINESS (DBA): GOVERNOR'S RESTAURANT AND BAKERY

LOCATION OF BUSINESS: 253 HIGH STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: Public Hearing Notice Fee FOOD ALCOHOL

PROPERTY OWNER: UNION RIVER ASSOCIATES REALTY TRUST

BUSINESS OWNER: ELLGOVS LLC PHONE NUMBER:

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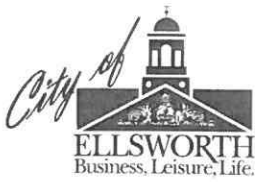
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clerksoffice@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #400

APPLICANT: SIAM SKY 2

MAILING ADDRESS: SIAM SKY LLC VEAOWDAO NAPAPORNPIPAT PO BOX 1103 BLUE HILL, ME 04614

MAP LOT: 022005001001

BUSINESS TELEPHONE:

FAX NUMBER:

EMAIL ADDRESS: VEAOWDAO@HOTMAIL.COM

NAME OF BUSINESS (DBA): SIAM SKY 2

LOCATION OF BUSINESS: 78 DOWNEAST HIGHWAY

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: Public Hearing Notice Fee FOOD ALCOHOL

PROPERTY OWNER: XINYI LLC

BUSINESS OWNER: SIAM SKY LLC PHONE NUMBER:

EMERGENCY CONTACT:

CHATREE CHATUA EW: 1-978-760-5776

MANAGER:

VEAOWDAO NAPAPORNPIPAT: 1-978-760-6551

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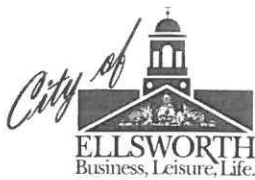
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clerksoffice@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #170

APPLICANT: SERENDIB

MAILING ADDRESS: ABEYASEKERA, SANJEEVA 10 SUMMER WAY ELLSWORTH, ME 04605

MAP LOT: 136053000000

BUSINESS TELEPHONE: 207-669-2229

FAX NUMBER:

EMAIL ADDRESS: SABEYASEKERA@GMAIL.COM

NAME OF BUSINESS (DBA): SERENDIB

LOCATION OF BUSINESS: 52 MAIN STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: ALCOHOL FOOD Public Hearing Notice Fee

PROPERTY OWNER: PETERS BLOCK CORP

BUSINESS OWNER: ABEYASEKERA, SANJEEVA PHONE NUMBER: 207-669-2229

EMERGENCY CONTACT:

MENEMSHA ABEYASEKERA: 207-479-0136

CORPORATE OFFICER:

SANJEEVA ABEYASEKERA: 207-669-2229

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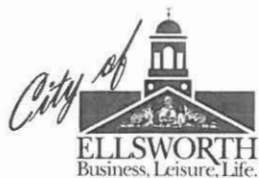
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clerksoffice@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #281

APPLICANT: THE GRAND

MAILING ADDRESS: HANCOCK COUNTY AUDITORIUM ASSN 165 MAIN STREET ELLSWORTH,
ME 04605

MAP LOT: 136259000000

BUSINESS TELEPHONE: 207-667-5911

FAX NUMBER:

EMAIL ADDRESS: director@grandonline.org

NAME OF BUSINESS (DBA): THE GRAND

LOCATION OF BUSINESS: 165 MAIN STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS B

DESCRIPTION: FOOD ALCOHOL AMUSEMENT Public Hearing Notice Fee

PROPERTY OWNER: HANCOCK COUNTY AUDITORIUM ASSOCIATES

BUSINESS OWNER: HANCOCK COUNTY AUDITORIUM ASSN PHONE NUMBER:

MANAGER:

Nick Turner: 970-412-4413

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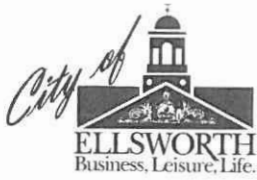
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EXPIRES: 01/31/2025



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clerksoffice@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #522

APPLICANT: CASA JALISCO

MAILING ADDRESS: CASA JALISCO 205 HIGH STREET ELLSWORTH, ME 04605

MAP LOT: 131005000000

BUSINESS TELEPHONE:

FAX NUMBER:

EMAIL ADDRESS:

NAME OF BUSINESS (DBA): CASA JALISCO

LOCATION OF BUSINESS: 205 HIGH STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: Public Hearing Notice Fee LIQUOR FOOD

PROPERTY OWNER: M & H SPRINGWATER LLC

BUSINESS OWNER: CASA JALISCO PHONE NUMBER:

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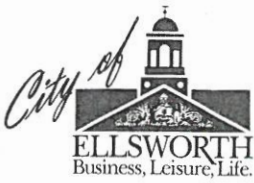
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EXPIRES: 03/20/2025



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clerksoffice@ellsworthmaine.gov

BUSINESS LICENSE APPLICATION

CUSTOMER #289

APPLICANT: PROVENDER

MAILING ADDRESS: GOLDSTEIN DARON KEMPF JOY 18 RUSSIAN ROAD ELLSWORTH, ME 04605

MAP LOT: 136195000000

BUSINESS TELEPHONE: 207-699-6439

FAX NUMBER:

EMAIL ADDRESS: JOYKEMPF@GMAIL.COM

NAME OF BUSINESS (DBA): PROVENDER

LOCATION OF BUSINESS: 112 MAIN STREET

NUMBER OF EMPLOYEES:

NATURE OF BUSINESS: CLASS C

DESCRIPTION: FOOD ALCOHOL Public Hearing Notice Fee

PROPERTY OWNER: ~~ROSBOROUGH MARK N & MARY F S~~ Daron + Joy Goldstein

BUSINESS OWNER: GOLDSTEIN DARON PHONE NUMBER: 207-664-1786

PARTNER:

DARON GOLDSTEIN: ~~207-664-1786~~ 781-413-7082

PARTNER:

JOY ~~KEMPF~~: 207-939-1555

~~GOLDSTEIN~~
EMERGENCY CONTACT:

MARC GOLDSTEIN: 781-308-4671

EMERGENCY CONTACT:

~~SHERY KEMPF~~: 904-568-4117

~~or Janice woodard~~ 207-213-5809

SIGNATURE:

DATE:

LICENSE EFFECTIVE FROM:

EXPIRES: 09/30/2025

RD
1567
2/2024 AH

Memorandum

To: City Council Members

CC: City Manager

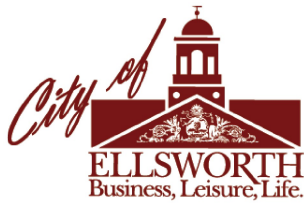
From: Mike Harris Wastewater Superintendent

Date: 3/12/2024

Re:

I am writing this letter to request that the council approve the proposal for upgrading our High Street Pump Station. The contractors who bid were Apex Construction, Inc. and T-Buck Construction. All required forms and certifications were submitted along with the bid form as required all bidding contractors. It appears that Apex Construction, Inc., represents the lowest responsible and eligible bidder with a Base Bid total of \$1,513,100.00 and a Bid Alternate Total of \$21,000.00, for a Total Bid of \$1,534,100.00. A copy of the bid tabulation has been attached to this letter for your reference. The High Street Station is critical to the future of our economic development along the High Street corridor. Several large projects are on the horizon and the station is already seeing increased pressure from the Jackson Lab development and continuing expansion. The project is fully funded through a Congressionally Directed award of 1.77 million dollars as well as remaining monies from a \$2,000,000 dollar A.R.R.P.A grant the city was previously awarded. Therefore, I would like to suggest the following motion.

The Ellsworth Wastewater Superintendent respectfully requests that the city council approve the proposal from Apex Construction in the amount \$1, 534,100.00 to be funded from the Congressionally Directed Spending award and from the D.E.P \$2,000,000 A.A.R.P.A grant that the City has been awarded. Additionally the Superintendent requests that the Council allow the City Manager to sign the notice of intent to award letter.



City of Ellsworth, ME
1 City Hall Plaza
Ellsworth ME 04605

March 6, 2024

Heath J. Todd, President
Apex Construction, Inc.
361 Route 108, Unit 1
Somersworth, NH 03878

**SUBJECT: NOTICE OF INTENT TO AWARD
HIGH STREET PUMP STATION UPGRADE**

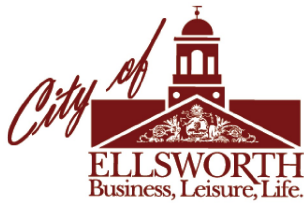
You are notified that your Bid dated March 5, 2024, for the subject Project has been considered.

You are the apparent Successful Bidder, and the Owner intends that a Contract for the subject Project be awarded to you. The Total Contract Price of the awarded Contract will be \$1,534,100.00 based on Base Bid Unit Price Items, with all the Bid Alternative Items, subject to the following conditions being met and subject to required reviews and approvals and specifically, funding agency approval by Maine Department of Environmental Protection (DEP) and the United State Environmental Protection Agency (EPA).

You must comply with the following conditions precedent **within 15 days** of the date of receipt of this Notice of Intent to Award:

1. Deliver the Contract security (Bonds) in the specified EJCDC format and insurance documentation as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5).
2. Deliver the following completed and executed certifications and documents.
 - DBE "Good Faith Efforts" Solicitation and DBE Bidders List
3. Other conditions precedent:
 - None

Failure to comply with these conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Intent to Award, and declare your Bid security forfeited.



City of Ellsworth, ME
1 City Hall Plaza
Ellsworth ME 04605

After confirming that you have complied with the above conditions and required approvals are obtained, Owner will deliver a Notice of Award and the conformed Contract Documents with the Agreement for execution.

City of Ellsworth, ME (Owner)

By: _____
Matt Williams, Acting City Manager

Copy to Engineer

BID TABULATION



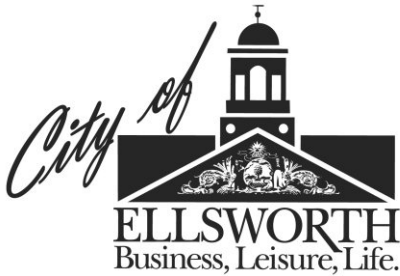
**Woodard
& Curran**

CITY OF ELLSWORTH, ME
HIGH STREET PUMP STATION UPGRADE
PROJECT NO. 0232549.00
DATE: MARCH 5, 2024 @ 3:00PM

BASE BID ITEMS				Apex		T-Buck	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Administration & General Requirements	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00
2	Excavation of Unsuitable Materials	CV	200	\$ 22.00	\$ 4,400.00	\$ 50.00	\$ 10,000.00
3	Select Backfill	CV	200	\$ 51.00	\$ 10,200.00	\$ 50.00	\$ 10,000.00
4	Rock Excavation	CV	100	\$ 400.00	\$ 40,000.00	\$ 350.00	\$ 35,000.00
5	Test Pits	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 1,000.00	\$ 3,000.00
6	Testing Allowance	AL	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
7	Electrical Service Allowance	AL	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
8	SCADA Integration Allowance	AL	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
9	Fuel Service Allowance	AL	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
10	Sludge and Grit Removal & Disposal	AL	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
11	Two Inch Rigid Insulation	LF	100	\$ 12.00	\$ 1,200.00	\$ 10.00	\$ 1,000.00
12	Type A - Shallow Concrete Spall Repair	SF	50	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00
13	Type B - Deep Concrete Spall Repair	SF	50	\$ 100.00	\$ 5,000.00	\$ 100.00	\$ 5,000.00
14	Type C - Concrete Route & Seal Crack Repair	LF	50	\$ 30.00	\$ 1,500.00	\$ 75.00	\$ 3,750.00
15	Type D - Polyurethane Grout Injection	LF	50	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00
16	High Street Pump Station Upgrades	LS	1	\$ 1,319,700.00	\$ 1,319,700.00	\$ 1,575,305.00	\$ 1,575,305.00
BASE BID SUBTOTAL					\$ 1,513,100.00		\$ 1,801,805.00

BID ALTERNATES ITEMS				Apex		T-Buck	
Item No.	Description	Unit	Estimated Quantity	Bid Alt Unit Price	Bid Alt Price	Bid Alt Unit Price	Bid Alt Price
A1	Pump Station Pigging Station & Force Main Cleaning	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 26,000.00	\$ 26,000.00
A2	Pump Station Fiber Communication	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00
A3	Fiber Optic Cable Installation Allowance	AL	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
BID ALTERNATES SUBTOTAL					\$ 21,000.00		\$ 33,500.00

TOTAL BID PRICE (BASE BID + BID ALTERNATES)				Apex		T-Buck	
					\$ 1,534,100.00		\$ 1,835,305.00



Public Works Department

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942

Phone (207) 669-6619

www.ellsworthmaine.gov

MEMO

Date: March 13, 2024

To: City Council Members

From: Adam Wilson

RE: Road Striping- center and fog lines

The City is designated as an Urban Compact, which means that the roads located within a defined area are the responsibility of the City, including road striping. The City is responsible for the arrows, lane designations, stop bars, striping of yellow centerlines, dotted lines, fog lines.

On March 13, 2024, a bid opening was held for the center line/long line striping. We sent out five bid requests and received five bids for the work, they read as follows.

On The Line bid is \$34,902.00

LD Safety Markings \$51,842.00

Fine Line Pavement Striping \$35,966.00

K5 Corporation \$34,331.50

Lucas Line Striping 24,069.50

Lucas Striping, LLC who has done the work for the city the last few years is the low bidder for this work. They have done a great job for the city. I am requesting to award this bid to them.

If the City Council approves this request, the following motion is suggested:

Move to approve the request of the Highway Superintendent to award the center line and side line striping contract to Lucas Striping, LLC at the unit prices per the attached proposal, for the amount of \$24,069.50 from account # 1030051295

2024 line painting

March 13, 2024

Vendor	Meet Specs?	Total Bid	Misc	
On the Line		\$34,902.00		
Lucas Line Striping		\$24,069.50		
LD Safety Markings		\$51,842.00		
K5 Corporation		\$34,331.50		
FineLine Pavement Striping		\$35,966.00		

True Copy Attest: Ebony Kramp-Dowling
Ebony Kramp-Dowling
Deputy City Clerk

**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	0.14	\$ 11,858.00
Single Yellow Line	17,500	0.12	\$ 2,100.00
White Edge Line	160,000	0.12	\$ 19,200.00
White Lane Divider	9,600	0.12	\$ 1,152.00
White Skip/Broken Line	13,800	0.12	\$ 1,656.00
Total			\$ 35,966.00

Name Nicole Frost, President Date 3/7/2024

Signature Nicole Frost

Company Fire Line Pavement Striping LLC

Address 2729 US Rte 2
Herman, Maine 04401

Telephone (207) 848-7007

Email Address nicole@firelinepavementstriping.com



2729 US Route 2
Hermon, ME 04401
(207) 848-7007
FAX (207) 848-0424
info@finelinepavementstripping.com

LETTER OF TRANSMITTAL

TO: City of Ellsworth
Public Works Department
1 City Hall Plaza
Ellsworth, ME 04605-1942

DATE: 03/07/2024
ATTN: City Clerk's Office

RE: Pavement Marking Bid
Center and Side Line Pavement
Markings – City of Ellsworth

WE ARE SENDING YOU: ☒ Attached ☐ Under separate via _____ the following items:

- ☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of Drawings ☐ Change Order ☐ Other: _____

COPIES	DATE	NO.	DESCRIPTION
1	03/07/2024	1 pg	Potters Glass Bead Marking Spheres
1	03/07/2024	1 pg	Franklin Paint Hydrophast Fast Dry Waterborne Traffic Paint Product Data

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE: _____ ☐ PRINTS RETURNED AFTER LOANED TO US

REMARKS:

COPY TO _____

SIGNED: Nicole Frost

If enclosures are not as noted, kindly notify us at once.

Fast Dry Waterborne Traffic Paint

Product Type: **Standard Fast Dry Waterborne**

Product Codes: **2014 2015 2015SP 7002 2023 7004 7005**

Product Colors: **White Yellow Yellow Green Black Blue Red**

Fed-STD-595: **37925 33538 33655 34108 37038 35180 31136**

Product Description:

Lead free, fast drying, 100% acrylic waterborne traffic paint. Conforms to Federal Specification TT-P-1952E Type I & II, Federal Specification TT-P-1952F Type I & II, & and FAA Advisory Circular 150/5370-10H.

Product Advantages:

- Low VOC- below 100 g/L
- Fast dry for easy traffic control
- Easy clean up with water
- For use on both concrete & asphalt
- Works well over various sealcoat applications
- Excellent bead retention (can be used without)
- Great for airfields, symbols, legends, & lane marking
- Methanol free
- Conforms to Federal Specification TT-P-1952F Type I & II
- Conforms to FAA Advisory Circular 150/5370-10H

Surface Conditions:

Surfaces should be cured, clean, dry, sound, and free from oil, grease, antifreeze, sand, and other debris and/or chemicals. Loose & lifting paint should be removed prior to application. Existing coatings or sealers may interfere with paint adhesion. New concrete & asphalt should be completely cured before applying (30 days for concrete, 14 days for asphalt is recommended). Check with Franklin Paint technical for more information. *If surface condition cannot be determined, a test stripe should be applied in an inconspicuous location.*

Application:

Formulated for use with airless or conventional air atomized spray equipment. For best results, apply when air and surface temperatures are above 50°F and relative humidity is below 85%. Cold paint may be heated to 110°F for desired flow properties. Heating waterborne paint will not accelerate dry time.

Physical Properties:

Coverage/Gal (15 mils wet, 4" line)	320'
Dry Time (ASTM D-711)	<10 mins
No Track Time (15 mils wet, 77°F, 45-55% Relative Humidity, 6-8 lbs. glass beads/gallon)	<90 seconds
Dry Opacity (Hiding, contrast ratio)	>0.93 (white/colors) ≥1.00 (black)
Viscosity (Krebs units)	80-90
Density (lbs./gal)	13.8-14.2
Directional Reflectance (Cap Y)	>88 (white) >50 (yellow)
VOC g/L	<100
% Total Solids by Weight (Non-Volatiles)	76.0 minimum
% Total Pigment by Weight	60.0-62.0
% Vehicle Solids by Weight	42.0 minimum

Cleaning:

Wet paint may be cleaned with water. Dried paint is very difficult to remove.

Storage & Shelf Life:

Store in a cool dry area, indoors, and out of direct sunlight, ideally at 60-70°F. Minimum 12 months shelf life when stored unopened, at these conditions. **KEEP FROM FREEZING!**

Limitations:

- Never mix waterborne paint with any other paint products.
- Not recommended for use over silicone sealers.
- Do not apply when rain is in forecast.
- Do not apply when temperatures are expected to fall below 32°F within 6 hours of application.
- Low temperatures & high humidity can slow dry.



PO Box 841
Valley Forge PA 19482
1-800-55-BEADS
www.pottersbeads.com

AASHTO M247-11 TYPE 1 GLASS BEAD MARKING SPHERES

1.0 GENERAL REQUIREMENTS

The beads shall be clear, smooth and spherically shaped and shall conform to the following specific requirements.

- 1.1 Gradation** – The **AASHTO M247-11 TYPE 1** glass beads shall meet the gradation requirements as given below and shall be tested in accordance to ASTM D1214 and AASHTO PP-74-13.

US Sieve No.	Microns	Mass % Passing
16	1180	100
20	850	95-100
30	595	75-95
50	297	15-35
100	149	0-5

- 1.2 Roundness** – **AASHTO M247-11 TYPE 1** safety spheres shall be at least 70% round by Computerized Optical Method (AASHTO PP-74-13) or approved equivalent in accordance with AASHTO T346-13 Section 6. %Rounds may increase to meet local specification enhancement.

- 1.3 Refractive Index** – The **AASHTO M247-11 TYPE 1** glass beads shall have a refractive index of 1.50 to 1.55.

- 1.4 Coating** – The **AASHTO M247-11 TYPE 1** can be ordered with coatings to meet or exceed each state or paint manufacturer specification, typically an Adherence Enhancing or Dual Coating.

2.0 APPLICATION SPECIFICATIONS

AASHTO M247-11 TYPE 1 Glass Bead Drop rates in lbs./100 sq. foot				
System	Standard 15 mil Waterborne	High build Waterborne	Epoxy	Thermoplastic
Single Drop	6-8	6-8	12-16	6-8
Double Drop with M247 Type 1		6-8 8	12-16 8	6-8 8

These materials are provided for the information of the recipient only and nothing contained herein shall constitute a representation or warranty of any kind by Potters Industries, LLC. The recipient cannot rely on the information set forth herein for any reason, and any such reliance shall be at the recipient's sole risk.

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Rev. 02172021



2729 US Route 2
Hermon, Maine 04401
(207) 848-7007
FAX (207) 848-0424
info@finelinepavementstriping.com

Contact Information

President/Accounting: Nicole Frost Nicole@finelinepavementstriping.com

Office Manager/ Project Coordinator: Monica Bowen Monica@finelinepavementstriping.com

Field Supervisor/ Foreman: Lawrence Frost Ed@finelinepavementstriping.com

Statement of Qualifications

Fine Line Pavement Striping LLC is a certified D/WBE Striping Contractor through the Maine Department of Transportation. We work closely with Maine DOT, Maine DEP, FAA and most Engineering companies, Earthwork and Paving Contractors and General Contracting firms throughout Maine. We are a MDOT approved Pavement Striping Contractor and have vast knowledge and experience in the Highway and Heavy Construction and Commercial Site work industry.

- Highway Striping & Markings
- Roadway Striping & Markings
- Airport Runway Striping
- Parking Lot Striping
- MMA Markings
- Textured Asphalt Installation
- Thermoplastic Crosswalks & Pavement Markings

Fine Line is fully equipped to handle road and highway pavement striping projects of any size. Our crews have extensive experience working with MDOT and local municipalities under tight deadlines and difficult specifications.

Whether Fine Line is working for a privately owned firm, a contractor on a government funded project or directly for government bureaus such as many municipalities and state agencies throughout Maine, we assure our customer that we will complete the job to their complete satisfaction.

MAINE DOT D/WBE CERTIFIED



2729 US Route 2
Hermon, Maine 04401
(207) 848-7007
FAX (207) 848-0424
info@finelinepavementstriping.com

01/01/2024

Municipality Reference List

City of Westbrook
371 Saco Street
Westbrook, Maine 04092
Contact: Arty Ledoux
(207) 854-0660

Town of Windham
8 School Road
Windham, Maine 04062
Contact: Doug Fourtier
(207) 892-1909

City of Belfast
115 Congress Street
Belfast, Maine 04915
Contact: Bob Richards
(207) 338-2375

Town of Orland
P.O. Box 67
Orland, Maine 04472
Contact: Mike Malenfant
(207) 812-0111

Town of Glenburn
144 Lakeview Road
Glenburn, Maine 04401
Contact: Michael Crooker
(207) 942-2905

City of Presque Isle
12 Second Street
Presque Isle, Maine 04769
Contact: Harley Carmichael
(207) 764-2560

Town of Hermon
333 Billings Road
Hermon, Maine 04444
Contact: Scott Perkins
(207) 848-1010

Town of Cushing
39 Cross Road
Cushing, Maine 04563
Contact: Alton Grover
(207) 701-7808

Town of Hancock
P.O. Box 68
Hancock, Maine 04640
Contact: Rudy Bagley
(207) 266-9080

City of Sanford
156 School Street
Sanford, ME 04073
Contact: Nancy LeBrun
(207) 608-4135

MAINE DOT D/WBE CERTIFIED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance 491 Main Street P.O. Box 1388 Bangor ME 04401	CONTACT NAME: Jodie Herrick PHONE (A/C, No, Ext): (207) 947-7345 E-MAIL ADDRESS: jherrick@crossagency.com FAX (A/C, No):																					
INSURED Fineline Pavement Striping LLC 2729 US Route 2 Hermon ME 04401	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Patriot Insurance Co</td><td></td></tr><tr><td>INSURER B:</td><td>Maine Employers Mutual Ins Co.</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Patriot Insurance Co		INSURER B:	Maine Employers Mutual Ins Co.		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2411659615**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary & Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6654985	02/12/2024	02/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6654984	02/12/2024	02/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6654985	02/12/2024	02/12/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y	N/A		1810104754	02/12/2024	02/12/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured subject to the terms and conditions of the policies listed above, including, but not limited to, any endorsements thereto.

CERTIFICATE HOLDER**CANCELLATION**

City of Ellsworth 1 City Hall Plaza Ellsworth ME 04605-1942	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jodie Herrick</i>
--	---

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**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	\$0.18	\$ 15,246.00
Single Yellow Line	17,500	\$0.095	\$ 1,662.50
White Edge Line	160,000	\$0.095	\$ 15,200.00
White Lane Divider	9,600	\$0.095	\$ 912.00
White Skip/Broken Line	13,800	\$0.095	\$ 1,311.00
Total			\$ 34,331.50

Name Kathy DeLong President **Date** 03/11/2024

Signature 

Company K5 Corporation

Address 9 Rockview Way
Rockland, MA 02370

Telephone 781-982-9229

Email Address bids@k5corporation.com

K5 CORPORATION

9 ROCKVIEW WAY

ROCKLAND, MA 02370

TEL. #: 781-982-9229 FAX: 781-982-9226

REFERENCE SHEET				
MUNICIPALITY	ADDRESS	CONTACT	TEL. #	EMAIL
City of Dover	271 Mast Road, Dover, NH 03820	Bill Purpura	603-516-6497	b.purpura@dover.nh.gov
City of Somerville	1 Frandy Road, Somerville, MA 02144	Jessica Bellow	781-922-6221	jbellow@somervillema.gov
Town of East Longmeadow	60 Center Square, East Longmeadow, MA 01028	Bruce Fenney	413-525-5400	bruce.fenney@eastlongmeadowma.gov
City of Boston	1 City Hall Plaza Boston MA 02201	Rich Shamshack	617-596-4094	richard.shamshak@boston.gov
City of Portland	389 Congress Street, Portland, ME 04101	Kevin Thomas	207-874-8809	kthomas@portlandmaine.gov

K5 CORPORATION
COMPLETED CONTRACTS

Work Order	Job Location	Customer Name	Customer Type	Contract #	NTP	Completed Date	Contract Amt
231991	Boston MA - 2020 Pavement Markings	Boston MA	MUNICIPALITIES		01-Jul-20	30-Jun-23	\$3,102,515.00
232705	Boston MA - AMERICAN LEGION HWY - 2020 Pavement Markings	Boston MA	MUNICIPALITIES	50886	31-Aug-17	01-Aug-21	\$223,915.00
232707	Boston MA - CUMMINGS HWY _ 2020 Pavement Markings	Boston MA	MUNICIPALITIES	50886	31-Aug-20	26-Nov-21	\$515,881.00
233454	Portland ME - 2020 Pavement Markings - 2021 Ext	Portland, ME Traffic Division	MUNICIPALITIES	20049 - 2020 Pavemen	03-May-21	31-Oct-21	\$280,553.70
235607	Portland ME - 2020 Pavement Markings - 2022 Ext	Portland, ME Traffic Division	MUNICIPALITIES	20049 - 2020 Pavemen	08-Mar-22	26-Nov-22	\$335,212.80
237462	Portland ME - 2023 Pavement Markings	Portland, ME Traffic Division	MUNICIPALITIES	23051	23-Apr-23	31-Oct-23	\$478,525.33
233765	East Longmeadow MA - 2021 Traffic Line and Specialty Roadway Markings	East Longmeadow MA DPW	MUNICIPALITIES		23-May-21	30-Jun-22	\$33,750.00
237719	East Longmeadow MA - 2023 Traffic Line & Specialty Roadway Markings	East Longmeadow MA DPW	MUNICIPALITIES		03-May-23	30-Sep-23	\$70,180.31
238310	East Longmeadow MA SCHOOL PARKING LOTS	East Longmeadow MA DPW	MUNICIPALITIES		31-Aug-23	31-Dec-23	\$21,146.00
232196	Somerville MA - 2020 On Call Pavement Marking , Vertical Traffic C	Somerville MA	MUNICIPALITIES	210053	01-Sep-20	30-Jun-23	\$302,163.70
233009	Somerville MA - Mystic Ave Bus Lane	Somerville MA	MUNICIPALITIES	17-0044/3 Year 3	26-Aug-19	31-Aug-21	\$9,192.40
233696	Somerville MA - Wellington Bridge	Somerville MA	MUNICIPALITIES		13-May-21	01-Aug-21	\$34,709.50
234159	Somerville MA - 2021 Powder House Circle Safety Improvements	Somerville MA	MUNICIPALITIES		01-Jul-21	31-Dec-21	\$206,160.00
234289	Somerville MA - MAPC Washington to Tufts	Somerville MA	MUNICIPALITIES	MAPC	29-May-21	01-Dec-21	\$23,500.00
235473	Dover NH - 2022 ReflectORIZED Pavement Markings	Dover NH	MUNICIPALITIES	B22043 and B22042	01-Apr-22	31-Dec-22	\$184,228.00
236253	Dover NH - 2022-Crosswalk Marking (400th Logo)	Dover NH	MUNICIPALITIES		18-Jul-22	30-Sep-22	\$64,190.00
237323	Dover NH - 2023 ReflectORIZED Pavement Lines	Dover NH	MUNICIPALITIES	B22043	04-Jan-23	31-Dec-23	\$61,330.50
237325	Dover NH - 2022 Pavement Markings	Dover NH	MUNICIPALITIES	B22042	13-Jan-23	31-Dec-23	\$118,143.90



www.K5Corporation.com

9 Rockview Way
Rockland, MA 02370

P: (781) 982-9229
F: (781) 982-9226

Date: 03/11/2024

City of Ellsworth
One City Hall Plaza
Ellsworth, ME 04605

Bid Title: Center and Side Line Pavement Markings
Bid date: 03/13/2024 @ 10 AM

STATEMENT OF BIDDER QUALIFICATIONS FORM

To Whom it May Concern:

With regards to the above referenced bid, please be advised that K5 Corporation is fully capable of performing the work in accordance with the specifications as set forth in the bid documents without any delay or interference. We have both the equipment and experience necessary to complete the above-referenced project.

K5 Corporation has been in the Pavement Marking business for 42 years and has performed contracts for many state DOT's cities and towns. We are committed to quality work and customer service and look forward to working with you on this project. K5 Corporation has the capacity and ability to complete the work per the bid time frame. All our foremen have minimum 5 years of experience.

Project Coordinator for this bid is Gregg Emsley with 24 years' experience. See the attached resume.

K5 Corporation is financially capable of completing this project. We are pre-qualified by MassDOT.

Please feel free to contact us if you require any additional information.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Kathy DeLong', is written over the printed name.

Kathy DeLong
President

Gregg Emsley

Project Manager

843-384-0752

greggemsley@gmail.com

6 Sealy Frederick Drive,
Bluffton, SC 29910

Objective

Experienced and accomplished Construction Manager with over 22 plus years of experience. Strong managerial, time-management, and communication skills. Excellent at juggling multiple tasks, working under pressure, and contributing effectively to a team environment. Experienced Pavement marking Supervisor with proven track record of utilizing exceptional leadership skills combined with knowledge of all pavements marking practices to ensure projects are completed on time within budget and in accordance with Company Safety Guidelines.

Experienced in the pre-planning of projects including procurement of materials, Scheduling and on-site management of staff and completion of all daily reports. Responsible and hardworking individual who can collaborate with a team and produce quality work on tight deadlines. An experienced leader who ensures that all the needs of the members on his team are met both generally and individually to guarantee group success. Prompt, dedicated, prepared, motivated, and ready to grow within your company.

Skills

- Leadership
- Strong Mechanical Ability
- Adaptability
- Collaboration
- Strong Work Ethic
- Microsoft Office
- Construction Foreman
- Management
- Fire Safety
- Forklift Operator
- Time Management

Work Experience

Project Manager

K5 Corporation, Rockland, MA August 2020 – Present

- Oversee Multiple Pavement Marking Crews in all aspects of Pavement Marking Installation.
- Provide both State and Local Municipalities with all required paperwork for setting up new jobs
- In Field supervision of crews and On-site quality control
- Built safety compliance and improved safety results through regular efficiency testing and safety walkabouts, provided positive and constructive feedback and coaching
- Led the on-boarding and training activities of new employees.

Supervisor

Bridgewater, MA - April 2019 – July 2020

- Developed pavement marking operation for both new construction and existing surface projects
- Managed project operations for pavement markings work using various mediums for both state and local municipality contracts
- Supervised staff on multiple job sites
- Identified and procured equipment for the company as needed to ensure project completion
- Completed all required paperwork/reports in a timely and accurate manner
- Performed mechanical repairs on equipment as needed

FOREMAN

Hi-Way Safety Systems, Rockland, MA September 2014 - March 2019

- Managed project operations for pavement markings work using various mediums for both state and local municipality contracts including the state of MA, RI and NY.
- Supervised staff on multiple job sites
- Identified and procured equipment for the company as needed to ensure project completion
- Completed all required paperwork/ reports in a timely and accurate manner
- Performed mechanical repairs on equipment as needed

FOREMAN

Traffic Markings, Inc., Franklin, MA April 2000-August 2014

- Managed project operations for pavement markings work using various mediums for both state and local municipality contracts
- Supervised staff on multiple job sites
- Identified and procured equipment for the company as needed to ensure project completion
- Completed all required paperwork/ reports in timely and accurate manner.

Education

Mechanics

UTI, Phoenix, AZ
1998

High School Diploma

Portsmouth High School
1996



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 40 Stanford Drive, 2nd Floor Farmington CT 06032	CONTACT NAME: Sharyn Parker PHONE (A/C, No, Ext): 860-269-2164 E-MAIL ADDRESS: sharyn.parker@alliant.com FAX (A/C, No):
INSURED K5 Corporation 9 Rockview Way Rockland, MA 02370	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Arch Indemnity Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
License#: 0C36861 HI-WSAF-02	NAIC # 11150 30830

COVERAGES

CERTIFICATE NUMBER: 1472569800

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			11PKG1997800	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			11CAB1997900	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	14WCI1197800	12/31/2023	12/31/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: K5 Work Order #239277, Ellsworth ME - 2024 Center and Side Line Pavement Markings

Workers Compensation applies in the state in which work is performed. (ME)

CERTIFICATE HOLDER

CANCELLATION

239277 - City of Ellsworth
One City Hall Plaza
Ellsworth ME 04605

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William M. Baird

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HIGHWAY PRODUCTS

01/13

HOTLINE FAST DRY WATERBORNE PAVEMENT MARKING PAINTS TM2196 WHITE TM2197 YELLOW

PRODUCT DESCRIPTION:

Hotline Waterbornes, TM2196 White and TM2197 Lead free Yellow are fast drying waterborne traffic paints made with some of the most advanced resin technology on the market today.

These products meet or exceed all the requirements of the following Specifications:

- **Federal Specification TT-P-1952D, Paint, Traffic and Airfield Marking, Waterborne**
- **New York DOT Section 640 ReflectORIZED Pavement Marking Paints**
- **Rhode Island Department of Transportation White and Yellow Fast-Drying Waterborne Pavement Marking Paint, Specification RIC 9618, T.09.9901 to T.09.9916 (REV September 25, 1995),**

The outstanding characteristics of these products include; low VOC's (~100 gr/L), superior early wash-out resistance and more consistent drying times even in high humidity conditions. Both the white and yellow products are formulated with non-lead containing pigments.

USES:

These products are used primarily for long line striping applications on streets and highways. Other possible uses include: auxiliary markings such as stop bars and crosswalks, marking airfields and for striping parking lots.

APPLICATION:

Hotline Fast Dry Waterborne Pavement Marking Paints are designed primarily for application through long-line striping trucks which have been properly equipped to apply waterborne traffic paints. Of particular importance is the need for metal parts to be stainless steel, hoses to have proper chemical resistance to the unique high pH properties of the latex resins being used, and a heating system which provides adequate heat with appropriate controls. Although airless is the recommended method of application, both airless and air atomizing striping equipment can be used.

APPLICATION CONDITIONS:

Surfaces should be clean, dry and free from loose or peeling paint. Hotline Fast Dry Waterborne Pavement Marking Paints perform best when applied at air and surfaces **temperatures of 50°F and rising. Do not apply below 45°F.** Moisture in the road surface can cause premature failure. The presence of concrete sealers or other residue on new concrete surfaces may interfere with adhesion and must be removed.

APPLICATION CONDITIONS (cont.):

Most previously painted lines may be repainted without additional surface preparation, provided

the old paint is still tightly adhered to the surface. Multiple layers of paint may eventually build and begin to peel or chip. Removal of the existing paint line will be required in these areas.

New asphalt surfaces, particularly parking lots, should be allowed to age several months before striping with Waterborne Pavement Marking Paint. Waterborne paint does not normally bleed on new asphalt, but shrinkage of the paint film during the curing (drying) process may cause new asphalt to lift or crack at the edges of the paint line. Exceeding the recommended film thickness will increase the possibility of asphalt lifting. Road surfaces are less susceptible to the occurrence of this lifting problem but should still be monitored.

APPLICATION RATES:

Hotline® Fast Dry Waterborne Pavement Marking Paints, TM2196 and TM2197 should be applied at 14 - 16 mils wet film thickness. A flat, uniform paint line with an even distribution of paint and glass beads (6 #/gal) should dry in 120 seconds or less. Application rates of more than 16 mils wet film thickness may extend the service life of the product but may also result in extended drying times.

THINNING & CLEANUP:

Thinning of Hotline® Fast Dry Waterborne Pavement Marking Paints is not normally required. If thinning is necessary thin only with clean water, not to exceed four ounces per gallon. Any water added will slow the dry time.

Wet paint may be cleaned up with water. Once the paint is dry, solvent will be required to remove the paint film. Most typical paint solvents (e.g. xylene, acetone) may be used for this purpose. Care must be taken to avoid solvent contamination in waterborne paints.

PRECAUTIONS:

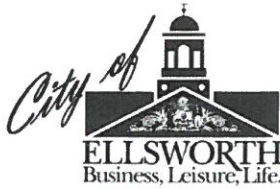
FOR INDUSTRIAL USE ONLY. SEE MATERIAL SAFETY DATA SHEETS. READ AND FOLLOW WARNING LABELS ON PACKAGES.

Painted surfaces can become slippery when wet. Traffic paints are not intended for use as floor paints. Do not use on pedestrian walkways or large surfaces such as ramps, floors and stairs which may become slippery when wet.

TYPICAL TEST DATA

TEST	TM2196	TM2197
Wt. Per Gal.	14.1 lbs/gal	13.8lbs/gal
Viscosity	85 KU	85 KU
Total Solids	77.5%	76.9%
Pigment %	61.7%	60.8%
Contrast Ratio @ 5 mils	0.968	0.965
Dry to No Pick-up @ 15 mils	10 mins max.	10 mins max.

All information, recommendations and suggestions appearing in this bulletin concerning the use of our products are based on tests and data believed to be reliable. However it is the users responsibility to determine the suitability for his own use of the products described herein. Since the actual use by others is beyond our control, no guarantee, expressed or implied, is made by the Sherwin-Williams Company as to the effects of such use or the results obtained, nor does the Sherwin-Williams Company assume any liability arising out of the use by others, of the products referred to herein. Nor is the information referred to herein to be construed as absolutely complete since additional information may be necessary or desirable when particular or exceptional conditions or circumstances exist or because of applicable laws or government regulations. Nothing herein contained is to be construed as permission or as a recommendation to infringe any patent



Public Works Department

1 City Hall Plaza ▪ Ellsworth, ME 04605-1942
Phone (207) 667-4091 ▪ Fax (207) 667-4908
www.cityofellsworthme.org

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



Subject: City of Ellsworth – Long Line Pavement Marking Bid Qualifications of Firm and Project Coordinator

To Whom it May Concern,

Please accept this letter as our qualification as a firm associated with the project (**request #2**) as well as the qualifications of our project coordinator (**request #4**) in the bid submittals section of the bid for the long line pavement marking bid for 2024.

L&D Safety Marking has been in business since 1985 providing pavement markings throughout New England including Vermont, New Hampshire, and Maine. L&D has worked on various projects during this time, ranging from parking lots and airports, to State and Federal contract paving projects and municipality striping. L&D has a full fleet of 18 paint trucks as well as cone trucks designed to assist with traffic control. L&D is fully staffed and capable of completing the work as outlined in the bid proposal. The staff to complete the work as listed will be dispatched from our Chelsea, Maine location.

The name of our project coordinator for this project is Matt Lavigne. Matt is our operations manager in our Chelsea, Maine location and is responsible for dispatching and managing all of our pavement marking crews from that location. Matt has been with our organization for 7 years, beginning on our road crews and moving into operations in 2023. Matt has been involved in the organization in many different capacities and is fully capable of managing the crew and being listed as our designated project coordinator for this project. Matt Lavigne can be reached via email at: m.lavigne@ldsafetymarking.com or via phone at: 207-622-8898 extension 302.

Best regards,

Clint Relation

General Manager / Director of Operations

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

304 EAST MONTPELIER ROAD

BARRE, VT 05641

(802) 223-6154

FAX (866) 320-2001

**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	0.2800	\$ 23,716.00
Single Yellow Line	17,500	0.1400	\$ 2,450.00
White Edge Line	160,000	0.1400	\$ 22,400.00
White Lane Divider	9,600	0.1400	\$ 1,344.00
White Skip/Broken Line	13,800	0.1400	\$ 1,932.00
Total			\$ 51,842.00

Name Wm Gray Ricker IV Date 3/12/24

Signature 

Company L&D Safety Marking Corp.

Address 558 River Rd, Chelsea, Maine, 04330

Telephone 802-223-6154

Email Address estimating@ldsafetymarking.com



L&DSAFE-01

TWILLIAMSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Denis, Ricker & Brown - MTP PO Box 565 Montpelier, VT 05601-0565		CONTACT NAME: PHONE (A/C, No, Ext): (802) 229-0563 FAX (A/C, No): (802) 229-9327 E-MAIL ADDRESS: twilliamson@hbinsurance.com		
INSURED L&D Safety Marking Corp and Ricker Holdings LLC and HR Safety Service LLC 304 East Montpelier Road Barre, VT 05641		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Charter Oak Fire Ins Co		25615
		INSURER B: Travelers Indemnity Co of Connecticut		25682
		INSURER C: Travelers Property Casualty Co of America		25674
		INSURER D: Travelers Casualty and Surety Company		19038
		INSURER E: Westchester Surplus Lines Insurance Company		10172
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			DT-CO-8E677994-COF-23	8/14/2023	8/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			810-3N158806-23-26-G	8/14/2023	8/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-6J127344-23-26	8/14/2023	8/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-8K548884-23-26-G	8/14/2023	8/14/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Pollution Liability			G46868067 022	2/14/2023	2/14/2025	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Informational Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EF Series

Fast Dry Waterborne Traffic Paint

PRODUCT DATA

Product Type: **Standard Fast Dry Waterborne**
Product Code: **985201 985202**
Product Color: White (37925) Lead Free Yellow (33538)
Fed 595B Color STD
Description: WB WHT FAST DRY 1952F 1/2
WB YEL FAST DRY 1952F 1/2
Specification: Meets Federal Spec TT-P-1952F Type I & II
Effective Date: July 27, 2016

Product Description:

A user friendly, high solids, fast drying waterborne traffic paint suitable for application by airless or air atomized equipment. May be used to stripe roadways, airports and parking lots with or without pressure applied glass beads. It offers all of the benefits of a water reducible paint, and quickly dries to a no track condition. This paint meets TT-P-1952F Types I & II.

Product Advantages:

- Non-flammable and below 150 VOC
- Product reduces and cleans up with water
- Performs equally well on both asphalt and concrete
- Paint demonstrates excellent bead retention
- Keeps traffic control to a minimum when striping
- Can be used for symbols, legends and lane marking

Packaging:

This paint is available in 5 gallon pails, 55 gallon drums and 275 gallon totes. Other packaging available on request.

Storage:

Shelf life of the unopened product is one year from date of manufacture with proper storage and minimal agitation. Proper storage includes inside or covered, above 35° F (3° C), and out of direct sunlight. Outside storage for short intervals is acceptable.

Conditions for Application:

All surfaces must be clean, dry and free from oil, grease, antifreeze, loose sand, aggregate and chipping/peeling existing striping. Any curing compounds used on new concrete must be mechanically abraded off prior to striping. When striping on freshly sealed surfaces use caution as some sealers can affect the curing and adhesion of traffic paint. When in doubt, always test adhesion. For complete drying and minimum dirt retention when striping parking lots, the lots should be closed to traffic for two hours minimum after painting. New asphalt and concrete should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

Coverage:

1 gallon yields 320 feet of 4" stripe @ 15 mils; 400 feet of 4" stripe @ 12 mils.

Physical Characteristics:

% Total solids/weight:	75% minimum
% Total Solids/volume:	60% minimum
Weight % Pigment Solids:	60-62%
Viscosity in Krebs Units:	80-90
White Reflectance (Y value):	85 minimum
TiO ₂ in white:	1 lbs minimum
TiO ₂ in yellow:	0.2 lbs minimum
Hiding at 5 mils wet:	0.92 minimum
VOC in grams per liter:	150 maximum
Weight per gallon:	13.4 minimum

Dry Time: Without drop on glass beads, this paint dries to a lab ASTM D711 no pickup in less than 10 minutes @ 15 mils when ambient and surface temperature are 77° F at 50±5% humidity. When glass beads are applied at a rate of at least 6 pounds per gallon to a 15 mil wet line, the field applied paint will dry to an ASTM D713 no-track in less than 2 minutes when applied at the weather conditions above.

Limitations: Applying a test strip to determine dry to no-pickup time when the humidity is higher than 65%. Cone whenever necessary.

- Do not heat paint in striping system above 110°F.
- Do not apply when temperatures are below 50 F.
- Do not apply when rain is forecast.
- Do not apply when temperatures are near or below the dew point or rain is forecast within 1 hour.
- Do not thin more than 5% with water and then use immediately.
- Do not apply if temperature is expected to fall below freezing for 6 hours after application.



ENNIS-FLINT
A Traffic Safety Solutions Company

800.331.8118

sales@ennisflint.com

www.ennisflint.com

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The product data offered herein is, to the best of our knowledge, true and accurate, but all recommendations are made without warranty, expressed or implied. Because the conditions of use are beyond our control, neither Ennis-Flint nor its agents shall be liable for any injury, loss or damage, direct or consequential, arising from the use or the inability to use the product described herein. As Ennis-Flint has neither control over the installation of product described herein nor control of the environmental factors the installed markings are subjected to, there is no guarantee as to the durability or the retroreflective properties of any marking system applied. No person is authorized to make any statement or recommendation not contained in the Product Data, and any such statement or recommendation, if made, shall not bind the Corporation. Further, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing patents, and no license under the claims of any patent is either implied or granted.



PO Box 841
Valley Forge PA 19482
1-800-55-BEADS
www.pottersbeads.com

AASHTO M247-11 TYPE 1 GLASS BEAD MARKING SPHERES

1.0 GENERAL REQUIREMENTS

The beads shall be clear, smooth and spherically shaped and shall conform to the following specific requirements.

- 1.1 **Gradation** – The **AASHTO M247-11 TYPE 1** glass beads shall meet the gradation requirements as given below and shall be tested in accordance to ASTM D1214 and AASHTO PP-74-13.

US Sieve No.	Microns	Mass % Passing
16	1180	100
20	850	95-100
30	595	75-95
50	297	15-35
100	149	0-5

- 1.2 **Roundness** – **AASHTO M247-11 TYPE 1** safety spheres shall be at least 70% round by Computerized Optical Method (AASHTO PP-74-13) or approved equivalent in accordance with AASHTO T346-13 Section 6. %Rounds may increase to meet local specification enhancement.

- 1.3 **Refractive Index** – The **AASHTO M247-11 TYPE 1** glass beads shall have a refractive index of 1.50 to 1.55.

- 1.4 **Coating** – The **AASHTO M247-11 TYPE 1** can be ordered with coatings to meet or exceed each state or paint manufacturer specification, typically an Adherence Enhancing or Dual Coating.

2.0 APPLICATION SPECIFICATIONS

AASHTO M247-11 TYPE 1 Glass Bead Drop rates in lbs./100 sq. foot				
System	Standard 15 mil Waterborne	High build Waterborne	Epoxy	Thermoplastic
Single Drop	6-8	6-8	12-16	6-8
Double Drop with M247 Type 1		6-8 8	12-16 8	6-8 8

These materials are provided for the information of the recipient only and nothing contained herein shall constitute a representation or warranty of any kind by Potters Industries, LLC. The recipient cannot rely on the information set forth herein for any reason, and any such reliance shall be at the recipient's sole risk.

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Rev. 02172021

**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	.13	\$ 11,011.00
Single Yellow Line	17,500	.065	\$ 1,137.50
White Edge Line	160,000	.065	\$ 10,400.00
White Lane Divider	9,600	.065	\$ 624.00
White Skip/Broken Line	13,800	.065	\$ 897.00
Total			\$ 24,069.50

Name Stephen K. Lucas Date 2-28-24

Signature Stephen K. Lucas

Company Lucas Striping LLC

Address 237 Plains Rd
Readfield, Me. 04355

Telephone (207) 215-2320

Email Address Steve@lucasstriping.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robert C White
Atlantic Insurance & Benefits	PHONE (A/C, No, Ext): (207) 338-9787
58 High St	FAX (A/C, No): (207) 338-9727
	E-MAIL ADDRESS: bobwhite@atlantic-insurance.com
	INSURER(S) AFFORDING COVERAGE
Belfast ME 04915	INSURER A: Acadia Insurance Co
	INSURER B: Maine Employers' Mutual Insurance Co
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED	NAIC #
Lucas Striping, LLC	
Stephen K Lucas	
237 Plains Rd	
Readfield ME 04355	

COVERAGES

CERTIFICATE NUMBER: CL2332406509

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER		to be issued	03/27/2023	03/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON OWNED AUTOS ONLY		to be issued	03/27/2023	03/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		to be issued	03/27/2023	03/27/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	to be issued	03/27/2023	03/27/2024	PER STATUTE OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

STEPHEN K LUCAS

2 Business name/disregarded entity name, if different from above

LUCAS STRIPING LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

237 PLAINS ROAD

6 City, state, and ZIP code

READFIELD, ME 04355-3123

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 2 8 9 1 8 6 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Stephen K Lucas

Date ► 01-01-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**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	\$0.18	\$ 15,246.00
Single Yellow Line	17,500	\$0.18	\$ 3,150.00
White Edge Line	160,000	\$0.09	\$ 14,400.00
White Lane Divider	9,600	\$0.09	\$ 864.00
White Skip/Broken Line	13,800	\$0.09	\$ 1,242.00
Total			\$ 34,902.00

Name Nick Pelletier Date 3/8/24

Signature 

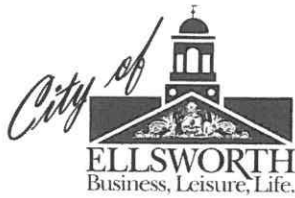
Company On-The-Line, Inc.

Address 22 Alden St.

Bangor, ME 04401

Telephone (207) 947-9912

Email Address onthe-line-corp@gmail.com



Public Works Department

1 City Hall Plaza • Ellsworth, ME 04605-1942
Phone (207) 667-4091 • Fax (207) 667-4908
www.cityofellsworthme.org

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.

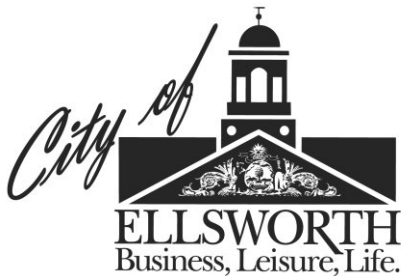
Save Harmless

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



Public Works Department

1 City Hall Plaza ♦ Ellsworth, ME 04605-1942

Phone (207) 669-6619

www.ellsworthmaine.gov

MEMO

Date: March 13, 2024

To: City Council Members

From: Adam Wilson,

RE: Road Striping- Symbols and crosswalks

The City is designated as an Urban Compact, which means that the roads located within a defined area are the responsibility of the City, including maintenance and road striping. The City is responsible for the arrows, lane designations, stop bars, striping of yellow centerlines, dotted lines, fog lines arrows and cross walks for these roads.

On March 13, 2024, a bid opening was held for the symbols, crosswalks, parking lines, and pavement markings. Five bids were requested, four bids were received. They are as listed below

KS Corporation \$70,850.00

All Pro Striping \$47,974.50----this was not a complete bid the quantities were off.

D&B Restoration \$49,499.81 this includes a warranty for re-painting worn out lines/symbols if needed at no cost to the city

Newman's Ground FX \$39,756.70

If the City Council approves this request, the following motion is suggested:

Move to approve the request of the Highway Superintendent to award the Words, Symbols, Stop Bars, Crosswalks and Parking line pavement marking contract to D&B Restoration for \$49,499.81 at the unit prices per the attached proposal.

[illegible]

True Copy Attest: Ebony Kramp-Dowling
Ebony Kramp-Dowling
Deputy City Clerk

D&B PROPERTY RESTORATION

ESTIMATE

(207)610-9880
davidchapa14@gmail.com

236 Thorsen Road
Hancock, Maine
04640

Attention: City Clerks Office
SEALED BID PAVEMENT
City of Ellsworth
One City Hall Plaza
Ellsworth, Maine
04605
Date: 2/27/24

Project Title: Ellsworth, Maine Pavement Marking.
Project Description: Remark arrows, stop bars, etc. throughout the City of Ellsworth
P.O. Number: 9876987
Invoice Number: 876487
Terms: 30 Days

Description	Quantity	Footage	Unit Price	Cost
Parking Lines	12,480	(LF)	\$0.42	\$5,241.60
Stop Bars	8000	(LF)	\$0.62	\$4,960.00
Double Arrows	81	(Each)	\$45.68	\$3,700.08
Single Arrow	417	(Each)	\$26.37	\$10,996.29
ONLY	56	(Each)	\$40.48	\$2,266.88
No Parking	58	(Each)	\$27.00	\$1,566.00
Handicap Symbol	9	(Each)	\$25.00	\$225.00
Blue	806	(SQFT)	\$1.16	\$944.96
Crosswalk Bars	700	(Each)	\$12.60	\$8,820.00
20 Minute parking	7	(Each)	\$30.00	\$210.00
Red Island (State St.)	330	(SQFT)		\$600.00
Black Out (High St.)	1250	(SQFT)		\$800.00
End of Islands (Yellow)	8	(Each)	\$50.00	\$400.00
Misc. Stencil	5	(Each)	\$48.00	\$240.00

Description	Quantity	Footage	Unit Price	Cost
Lane Line	7000	(LF)	\$0.42	\$2,940.00
Centerline	2650	(LF)	\$0.42	\$1,113.00
R X R	7	(Each)	\$600.00	\$4,200.00
Hash Marks	600	(LF)	\$0.46	\$276.00
			Subtotal	\$49,499.81
				\$0.00
			Total	\$49,499.81

Contract Claus

At the end of each summer season Sun, Sept. 22, 2024 and Monday, Sept. 22, 2025 the Highway Superintendent as well as the business owner David Chapa shall meet and discuss touchups in paint that prematurely dissipated over the summer months and conclude definite in writing areas that were effected and "repaint" to DOT specifications.

Thank you for your time and consideration. I look forward hearing from you.

Sincerely,

David Chapa



Allpro Striping

51 Pope Road,

Windham ME 04062

207-807-4450

allprostripingme@gmail.com

allprostripingme.com

Thank you for the opportunity for submitting a proposal for your pavement marking needs.

We are a locally owned and operated striping company based out of Windham Maine. With eleven years of experience we know how to get the job done right and on time. Priding ourselves on quality and using the best equipment and materials. All work meets Maine D.O.T specs. We do not throw glass beads by hand, we have machines that apply them out of a pressurized unit to make sure all handwork has glass beads evenly distributed and embedded in the paint for better reflectivity. We blow off crosswalks and stop bars when we are done painting them so they're not a slip hazard. All crews are trained in traffic safety and are professional, we stand by our work and are looking forward to servicing you.

Alec Gee

Owner/operator

RECIPIENT:

City Of Ellsworth

Ellsworth, Maine

Quote #225

Sent on _____

Total**\$47,974.50**

Product/Service	Description	Qty.	Unit Price	Total
Line Striping	Parking Lines : 11,600 ft	11600	\$0.20	\$2,320.00
Line Striping	Stop Bar : 8000 ft	8000	\$0.20	\$1,600.00
Line Striping	Double arrows : 81	81	\$39.50	\$3,199.50
Line Striping	Single Arrows :375	375	\$20.00	\$7,500.00
Line Striping	ONLY : 56	56	\$50.00	\$2,800.00
Line Striping	No Parking :58	58	\$21.00	\$1,218.00
Line Striping	Handicap : 9	9	\$25.00	\$225.00
Line Striping	Blue Solid Area (750 sqft)	750	\$2.00	\$1,500.00
Line Striping	Crosswalk Bars 800 each	800	\$22.00	\$17,600.00
Line Striping	Water st crosswalk@ Maine Shellfish	8	\$24.00	\$192.00
Line Striping	20 Min Parking	7	\$25.00	\$175.00
Line Striping	Red Island State st 330 sqft	330	\$3.00	\$990.00
Line Striping	Black Out High st 1250 sqft	1250	\$2.00	\$2,500.00
Line Striping	End of islands yellow	8	\$30.00	\$240.00
Line Striping	Misc Stencils	5	\$40.00	\$200.00
Line Striping	Lane Line 7,000 ft	7000	\$0.20	\$1,400.00
Line Striping	Center Line 2,650 ft	2650	\$0.20	\$530.00
Line Striping	RxR	7	\$95.00	\$665.00
Line Striping	Hash Marks	600	\$0.20	\$120.00
Mobilization	One time Mobilization Charge to prepare for job and move equipment and supplies to job site.	1	\$3,000.00	\$3,000.00

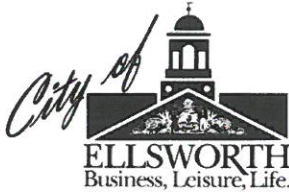


ALLPRO Striping

51 Pope Road | Windham, Maine 04062
207-807-4450 | allprostripingme@gmail.com | Allprostripingme.com

Total	\$47,974.50
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This quote is valid for the next 30 days, after which values may be subject to change.



1 City Hall Plaza ▪ Ellsworth, ME 04605-1942
Phone (207) 667-4091 ▪ Fax (207) 667-4908
Awilson@ellsworthmaine.gov

**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



www.K5Corporation.com

9 Rockview Way
Rockland, MA 02370

P: (781) 982-9229
F: (781) 982-9226

Date: 03/11/2024

City of Ellsworth
One City Hall Plaza
Ellsworth, ME 04605

Bid Title: Words, Symbols, Stop Bars, Crosswalks, Parking Lines - Pavement Markings
Bid date: 03/13/2024 @ 10 AM

STATEMENT OF BIDDER QUALIFICATIONS FORM

To Whom it May Concern:

With regards to the above referenced bid, please be advised that K5 Corporation is fully capable of performing the work in accordance with the specifications as set forth in the bid documents without any delay or interference. We have both the equipment and experience necessary to complete the above-referenced project.

K5 Corporation has been in the Pavement Marking business for 42 years and has performed contracts for many state DOT's cities and towns. We are committed to quality work and customer service and look forward to working with you on this project. K5 Corporation has the capacity and ability to complete the work per the bid time frame. All our foremen have minimum 5 years of experience.

K5 Corporation is financially capable of completing this project. We are pre-qualified by MassDOT.

Please feel free to contact us if you require any additional information.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Kathy DeLong', is written over a blue circular stamp.

Kathy DeLong
President

CITY OF ELLSWORTH
WORDS, SYMBOLS, STOP BARS, CROSSWALKS, PARKING LINES
PAVEMENT MARKINGS
PROPOSAL FORM

ITEM	AMOUNT T	L.F. OR EACH	UNIT PRICE	AMOUNT
Parking	11600	(lf)	\$0.60	\$6,960.00
Stop Bars	8000	(lf)	\$2.00	\$16,000.00
Double Arrow	81	(ea)	\$40.00	\$3,240.00
Single Arrow	375	(ea)	\$30.00	\$11,250.00
ONLY	56	(ea)	\$40.00	\$2,240.00
No Parking	58	(ea)	\$50.00	\$2,900.00
Handicap	9	(ea)	\$60.00	\$540.00
Blue	750	(sf)	\$3.00	\$2,250.00
Crosswalk Bars	800	(ea)	\$18.00	\$14,400.00
Water St. Crosswalk @ Maine Shellfish	8	(ea)	\$40.00	\$320.00
20 Min Parking	7	(ea)	\$40.00	\$280.00
Red Islands (State St)	330	(sft)	\$4.00	\$1,320.00
Black Out (High St)	1250	(Sft)	\$2.00	\$2,500.00
Ends of Islands (yellow)	8	(ea)	\$50.00	\$400.00
Misc. Stencil	5	(ca)	\$50.00	\$250.00
Laneline	7000	(lf)	\$0.50	\$3,500.00
Centerline	2650	(lf)	\$0.50	\$1,325.00
R x R (main st, walking trail)	7	(ea)	\$125.00	\$875.00
Hash Marks	600	(lf)	\$0.50	\$300.00

**CITY OF ELLSWORTH
WORDS, SYMBOLS, STOP BARS, CROSSWALKS, PARKING LINES
PAVEMENT MARKINGS
PROPOSAL FORM**

TOTAL COST FOR ALL ITEMS : \$70,850.00

Name Kathy DeLong President **Date** 03/11/2024

Signature  _____

Company K5 Corporation

Address 9 Rockview Way
Rockland, MA 02370

Telephone 781-982-9229

Email Address bids@k5corporation.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 40 Stanford Drive, 2nd Floor Farmington CT 06032	CONTACT NAME: Sharyn Parker PHONE (A/C, No, Ext): 860-269-2164 FAX (A/C, No): E-MAIL ADDRESS: sharyn.parker@alliant.com
INSURED K5 Corporation 9 Rockview Way Rockland, MA 02370	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Arch Indemnity Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
License#: 0C36861 HI-WSAF-02	NAIC # 11150 30830

COVERAGES

CERTIFICATE NUMBER: 822567370

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			11PKG1997800	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			11CAB1997900	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	14WC1197800	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: K5 Work Order #239278, Ellsworth ME - 2024 Words, Symbols, SB, Xwalks, Parking Lines

Workers Compensation applies in the state in which work is performed. (ME)

CERTIFICATE HOLDER

CANCELLATION

239278 - City of Ellsworth
One City Hall Plaza
Ellsworth ME 04605

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Woodrow M. Baird

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HIGHWAY PRODUCTS

01/13

HOTLINE FAST DRY WATERBORNE PAVEMENT MARKING PAINTS TM2196 WHITE TM2197 YELLOW

PRODUCT DESCRIPTION:

Hotline Waterbornes, TM2196 White and TM2197 Lead free Yellow are fast drying waterborne traffic paints made with some of the most advanced resin technology on the market today.

These products meet or exceed all the requirements of the following Specifications:

- **Federal Specification TT-P-1952D, Paint, Traffic and Airfield Marking, Waterborne**
- **New York DOT Section 640 Reflectorized Pavement Marking Paints**
- **Rhode Island Department of Transportation White and Yellow Fast-Drying Waterborne Pavement Marking Paint, Specification RIC 9618, T.09.9901 to T.09.9916 (REV September 25,1995),**

The outstanding characteristics of these products include; low VOC's (~100 gr/L), superior early wash-out resistance and more consistent drying times even in high humidity conditions. Both the white and yellow products are formulated with non-lead containing pigments.

USES:

These products are used primarily for long line striping applications on streets and highways. Other possible uses include: auxiliary markings such as stop bars and crosswalks, marking airfields and for striping parking lots.

APPLICATION:

Hotline Fast Dry Waterborne Pavement Marking Paints are designed primarily for application through long-line striping trucks which have been properly equipped to apply waterborne traffic paints. Of particular importance is the need for metal parts to be stainless steel, hoses to have proper chemical resistance to the unique high pH properties of the latex resins being used, and a heating system which provides adequate heat with appropriate controls. Although airless is the recommended method of application, both airless and air atomizing striping equipment can be used.

APPLICATION CONDITIONS:

Surfaces should be clean, dry and free from loose or peeling paint. Hotline Fast Dry Waterborne Pavement Marking Paints perform best when applied at air and surfaces **temperatures of 50°F and rising. Do not apply below 45°F.** Moisture in the road surface can cause premature failure. The presence of concrete sealers or other residue on new concrete surfaces may interfere with adhesion and must be removed.

APPLICATION CONDITIONS (cont.):

Most previously painted lines may be repainted without additional surface preparation, provided

the old paint is still tightly adhered to the surface. Multiple layers of paint may eventually build and begin to peel or chip. Removal of the existing paint line will be required in these areas.

New asphalt surfaces, particularly parking lots, should be allowed to age several months before striping with Waterborne Pavement Marking Paint. Waterborne paint does not normally bleed on new asphalt, but shrinkage of the paint film during the curing (drying) process may cause new asphalt to lift or crack at the edges of the paint line. Exceeding the recommended film thickness will increase the possibility of asphalt lifting. Road surfaces are less susceptible to the occurrence of this lifting problem but should still be monitored.

APPLICATION RATES:

Hotline[®] Fast Dry Waterborne Pavement Marking Paints, TM2196 and TM2197 should be applied at 14 - 16 mils wet film thickness. A flat, uniform paint line with an even distribution of paint and glass beads (6 #/gal) should dry in 120 seconds or less. Application rates of more than 16 mils wet film thickness may extend the service life of the product but may also result in extended drying times.

THINNING & CLEANUP:

Thinning of Hotline[®] Fast Dry Waterborne Pavement Marking Paints is not normally required. If thinning is necessary, thin only with clean water, not to exceed four ounces per gallon. Any water added will slow the dry time.

Wet paint may be cleaned up with water. Once the paint is dry, solvent will be required to remove the paint film. Most typical paint solvents (e.g. xylene, acetone) may be used for this purpose. Care must be taken to avoid solvent contamination in waterborne paints.

PRECAUTIONS:

FOR INDUSTRIAL USE ONLY. SEE MATERIAL SAFETY DATA SHEETS. READ AND FOLLOW WARNING LABELS ON PACKAGES.

Painted surfaces can become slippery when wet. Traffic paints are not intended for use as floor paints. Do not use on pedestrian walkways or large surfaces such as ramps, floors and stairs which may become slippery when wet.

TYPICAL TEST DATA

TEST	TM2196	TM2197
Wt. Per Gal.	14.1 lbs/gal	13.8lbs/gal
Viscosity	85 KU	85 KU
Total Solids	77.5%	76.9%
Pigment %	61.7%	60.8%
Contrast Ratio @ 5 mils	0.968	0.965
Dry to No Pick-up @ 15 mils	10 mins max.	10 mins max.

All information, recommendations and suggestions appearing in this bulletin concerning the use of our products are based on tests and data believed to be reliable. However it is the users responsibility to determine the suitability for his own use of the products described herein. Since the actual use by others is beyond our control, no guarantee, expressed or implied, is made by the Sherwin-Williams Company as to the effects of such use or the results obtained, nor does the Sherwin-Williams Company assume any liability arising out of the use, by others, of the products referred to herein. Nor is the information referred to herein to be construed as absolutely complete since additional information may be necessary or desirable when particular or exceptional conditions or circumstances exist or because of applicable laws or government regulations. Nothing herein contained is to be construed as permission or as a recommendation to infringe any patent.

Bidder:



Project: Pavement Marking/Line Striping

To: City Of Ellsworth
1 City Hall Plaza
Ellsworth, Maine 04605

Dear City Of Ellsworth,

Contract Price

I propose, as general contractor, to furnish all labor and materials required for the above project and to construct the project in strict conformity with all plans, Invitation to Bid, other specification and drawings provided by the project coordinator and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating to the project for the sum of **\$39,756.70** .

Time of Completion

I agree to execute a contract for the project, deliver the bonds by that contract, commence actual work on the project within the times specified in the contract document issues in connection with the project, and to be 75% completed the project from May 1, 2024 thru June 15, 2024 weather permitting or delayed by any of the causes mentioned in the form of contract issued in connection with the project.

Qualifications of Individual

Newman's GroundEffects has held the contract for the city of Ellsworth for the past three years, and has always communicated issues or delays with the project manager, and had the project completed in a timely manner. Newman's GroundEffects often received praise for completing the project with minimal traffic delays. Newman's GroundEffects is well established in Ellsworth and surrounding areas as I've been in the line striping business roughly 10 years and during that time completed many projects for our local businesses , and constituents.

Examination and Investigations

I acknowledge that I have performed the following

- Carefully examined the specifications for the project as provided by the project coordinator.
- Carefully examined all documents issued in connection with the project.
- Examined the job site on which the project is to be constructed.

The following qualifications or documents are attached/outlined in this Bid form:

- Approximate Quantities to be painted Itemized list
- Qualifications of individual/firm
- Materials
- Contact information of project coordinator
- References

- Proof of Workers Compensation and General Liability Insurance

By: 
Newman's GroundEffects

Date: 3-11-24

48 Catherine Ave

Ellsworth, Maine

04605

Warranty

I can not warranty the paint or guarantee the life span on certain roads the manufacture also can not put a warranty on the lifespan of the paint there are far to many variables that come into play in regards to traffic, roads being maintained/swept foreign objects, and pavement conditions. To keep the paint looking fresh for 6 months you will need to have the high traffic areas redone in the fall at additional cost. I can guarantee my workmanship and the lines painted will be straight on pavement that is true and flat on pavement that is not true and flat we can only do our best with the condition of pavement.

Materials/Paint

The paint that will be used will come from Sherwin-Williams :

1. 0.0TM5712 - ProMar® Solvent Based Acrylic Traffic Marking Paint White
2. 0.0TM5713 - ProMar® Solvent Based Acrylic Traffic Marking Paint Yellow
3. 0.0A00302 - SetFast® Zone Marking Paint (Premium Alkyd) Red
4. 0.0A00305 - SetFast® Zone Marking Paint (Premium Alkyd) Black

References

1. **Ben Sekulich** - Project Manager& Estimator

R.F Jordan & Sons Construction

dcarney@rfjordanandsons.com

85 Water St. Ellsworth, ME.

(207)667-5236

(work performed) Sub-contractor - line striping

2. **Neil Harriman** - co-owner of Stanley Chevrolet Buick , previous manager at Stanley Subaru.

Mark Polittle - owner of Stanley subaru

neilh@stanleyme.com

22 Bar Harbor Rd, Trenton, ME.

(207)667-4641

(207)338-1470

(work performed) New layout construction of parking lot lines,

Handicap stalls,arrows and hashmarks.

3. **Bob Merrill** - owner of Merrill Furniture

bob@merrillfurniture.com

176 High St. Ellsworth,ME.

(207)667-8737

(work performed) re-stripe of parking lot and access road way containing handicap stalls, combination arrows, turn arrows, cross hatching and centerline.

4. **Brian Langley** - owner Union River Lobster Pot

info@lobsterpot.com

8 South St. Ellsworth ME.

(207)667-5077

(work performed) re-stripping of parking lot, No Parking stenciling,
handicap stalls

5. **Mary Haneys-** Unitarian Universalist Church

121 Bucksport Rd. Ellsworth ME.

(207)667-4393

(work performed) New layout construction~ maximizing handicap stalls, parking lot spaces-using slanted, and vertical lines. Despite pavement shortfalls, and a multi-organizational thru-zone requiring one way traffic entrance and exit we were able to customize a suitable traffic pattern to meet the needs of both organizations in both space and simplistic arrow directionals to direct the flow of traffic into the new one way directional flow the administration outlined.

6. **Northern Lights Hospital s and clinics-**

David Howard

50 Union Street Ellsworth ME.

207-745-2736

7. **Tradewins -**

Bill Nasson

367 state st Ellsworth

978-960-8657

8. **MDI Hospital-**

Scott Malone

10 wayman LN Barharbor

207-801-5089

Contact Information of Project Coordinator

Joshua Newman (owner)

48 catherine ave

Ellsworth ME. 04605

cell- (207)702-1646

jnewman2082gmail.com

Newmansgfx.com

Approximate Quantities to be Painted

CITY OF ELLSWORTH
PAVEMENT MARKING PROPOSAL FORM
 These numbers are for reference and could be more or less

ITEM	LINEAR FEET	UNIT PRICE (Per linear ft.)	AMOUNT
Parking Line	12,480	(LF) .33	\$ 4,118.40
Stop bars	8,000	(LF) .45	\$ 3600. ⁰⁰
Double Arrow	81	(each) 42. ⁰⁰	\$ 3402. ⁰⁰
20 MIN PARKING	7	(each) 25.50	\$ 178.50
Single Arrow	417	(each) 22. ⁰⁰	\$ 9174. ⁰⁰
ONLY	56	(each) 40. ⁰⁰	\$ 2240. ⁰⁰
No Parking	58	(each) 20.04	\$ 1162.32
Handicap symbol	9	(each) 19.59	\$ 176.31
Blue	806	(sq.ft.) .88	\$ 660. ⁰⁰
Crosswalk Bars	700	(each) 12. ⁰⁰	\$ 8400. ⁰⁰
Red Islands (State Street)	330	(sq.ft.) 1.66	\$ 547.80
Black out (High Street)	1250	(sq.ft.) 1.66	\$ 2075. ⁰⁰
Ends of Islands	8	(each) 30.25	\$ 242. ⁰⁰
Misc Stencil	5	(each) 30.61	\$ 153.05
Lane line	7,000	(LF) .33	\$ 2310. ⁰⁰
Center Line	2,650	(LF) .33	\$ 874.50
RXR	2	(each) 86.41	\$ 172.82
Hash Marks	600	(LF) .36	\$ 270. ⁰⁰
Total			\$ 39,756.70

Name JOSH NEWMAN Date 3-7-24

Signature 

Company NEWMAN'S GROUNDEFFECTS

Address 48 CATHERINE AVE
ELLSWORTH ME 04605

Telephone 207-704-1646

Email Address JNEWMAN2002@GMAIL.COM

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



NEWMJ-1

OP ID: AG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Brown Holmes & Milliken Agency 67 Foster St P.O.Box 707 Ellsworth, ME 04605		207-667-5578	CONTACT NAME: PHONE (A/C, No, Ext): 207-667-5578 FAX (A/C, No): 207-667-2817 E-MAIL ADDRESS:
INSURED Joshua Newman Newman Ground Effects 48 Catherine Ave Ellsworth, ME 04605		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Mutual Insurance Group INSURER B: Maine Employers Mutual Ins. Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10202 11149	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BP 0042426	07/23/2023	07/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1810126310	09/23/2023	09/23/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City Of Ellsworth
1 City Hall Plaza
Ellsworth, ME 04605

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Setfast®**Solventborne Acrylic Traffic Marking Paint**

TM5628 Red, TM5720 Blue, TM5629 Black

**SHERWIN
WILLIAMS.****CHARACTERISTICS**

SETFAST® SOLVENTBORNE ACRYLIC TRAFFIC MARKING PAINT is a conventional dry (non-heat applied) acetone based paint. This 100% acrylic, marking paint offers the following properties:

Features:

- Fast dry and hardness development
- Performance similar to Setfast® Chlorinated Rubber Traffic Paint
- Dirt pick-up resistance

For use on properly prepared:

Cured asphalt, Concrete, Brick, Parking lots, Curbs, Runways

Recommended for use in:

Shopping Centers, Municipalities, Property Maintenance, Asphalt Seal Contractors, Pavement Strippers, Airfields

Finish: Flat

Color: Red, Blue & Black

Recommended Spreading Rate per coat: Approximately 320 lineal feet of standard 4 inch stripe per gallon

Wet mils: 15.0

Dry mils: 7.0-7.5

Coverage sq. ft. per gallon: 107

Theoretical coverage: sq. ft. per gallon 753-802

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, method of application, surface irregularities, overthinning, climatic conditions, and excessive film build.

Drying Schedule @ 15.0 mils wet, @77° F (25°C), @ 50% RH:

Dry-no-pickup: 5 minutes
Dry to touch: 5 minutes

Drying time is temperature, humidity, and film thickness dependent.

Tinting: Do not tint

V.O.C. (less exempt solvents):

75 grams per litre; 0.62 lb. per gallon (Red)
88 grams per litre; 0.73 lb. per gallon (Blue)
76 grams per litre; 0.63 lb. per gallon (Black)
As per 40 CFR 59.406

Volume Solids: 47 ± 2% (Red)
48 ± 2% (Blue)
50 ± 2% (Black)

Weight Solids: 67 ± 2% (Red)
69 ± 2% (Blue)
71 ± 2% (Black)

Weight per Gallon: Density 10.88 lbs. (Red)
11.43 lbs. (Blue)
11.51 lbs. (Black)

Flash Point: -3°F, 1°F PMCC

Shelf Life: 12 months, unopened

Store indoors at 40°F / 4.5°C to 90°F / 32°C

COMPLIANCE

As of 07/13/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N.A.
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	N.A.
MIR-Manufacturer Inventory	N.A.
MPI®	Yes

APPLICATION

Temperature:
minimum 40°F / 4.5°C
maximum 90°F / 32°C
air, surface, and material

At least 5°F above dew point

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Not recommended

Conventional Spray: Typical fluid tip size is about 0.1 inch orifice, with a matching fan cap designed for striping application. Working pressures will vary with ambient temperatures. The correct pressure is the lowest pot and atomizing pressure that produces a flat line of the correct thickness. Heated air atomized spray may also be used, allowing improved sprayability but not necessarily dry time. Quick drying application can be expected at ambient temperatures within recommended range.

Airless Spray Line Striper:

Pressure 1500-2000 p.s.i.
Hose 3/8 inch ID
Tip .015-.019 inch
Filter 60 mesh
Brush & Roller Not recommended

If specific application equipment is listed above, equivalent equipment may be substituted. If the striping machine is used with water based paint, care must be taken to prevent contamination of the paint types.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Mixing Instructions: Mix paint thoroughly to a uniform consistency with low speed power agitation prior to use.

It can also serve as a binder for glass beads to make reflective markings. Apply by dropping on glass beads while the paint is still wet. Can be used with stencils (Available through Sherwin-Williams) for street and parking lot marking.

RECOMMENDED SYSTEMS**Cured Asphalt, Concrete, and Brick:**

1 coat Setfast Solventborne Acrylic Traffic Marking Paint @ 320 lineal feet of standard 4 inch stripe per gallon approximately 15.0 mils wet 7.0-7.5 mils dry.

Red	0.0TM5628
Blue	0.0TM5720
Black	0.0TM5629

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Concrete:	Cured, clean, dry, sound
Asphalt:	Cured, clean, dry, sound
Brick:	Cured, clean, dry, sound

Surfaces should be clean and dry and free from loose or peeling paint. Do not apply when air or surface temperatures are below 40°F (4.5°C), or when the relative humidity exceeds 85%, or when the temperature falls below the dew point.

The presence of concrete sealers or efflorescence on new concrete may interfere with adhesion and should be removed by extended weathering, etching, or abrasive blasting.

Most previously painted lines may be repainted without additional surface preparation, provided the old paint is still tightly adhered to the surface. However, multiple layers of paint will eventually peel and require removal. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

New asphalt surfaces: should ideally be allowed to age several months before striping. Solvent based paints may cause bleeding through the paint. Placing an inconspicuous test stripe to determine if the asphalt has aged sufficiently to use solvent paint is recommended. If it is necessary to paint a fresh asphalt surface, use a latex striping paint following the recommended procedures.

PERFORMANCE TIPS

Asphalt surfaces generally require aging prior to painting. If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended d.f.t.) generally reduces the extent of lifting and cracking.

No painting should be done immediately after a rain or during foggy weather.

Do not paint on wet surfaces.

Check adhesion by applying a test strip to determine the readiness for painting.

Do not use on uncured asphalt. Asphalt surfaces generally require aging prior to painting.

Excessive reduction of material can affect film build, appearance, and adhesion.

The coating may be made into reflective paint by dropping on glass beads while the paint is still wet.

PERFORMANCE

Dry-No-Pickup

Red:	5 minutes maximum
Blue:	5 minutes maximum
Black:	5 minutes maximum

Fineness of Grind:

Red:	2 Hegman minimum
Blue:	2 Hegman minimum
Black:	2 Hegman minimum

KU:

Red:	80-90
Blue:	80-87
Black:	78-86

Density:

Red:	10.73-11.03
Blue:	11.27-11.57
Black:	11.40-11.70

SAFETY PRECAUTIONS

Refer to the Safety Data Sheets (SDSs) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

Painted surfaces can become slippery when wet. Zone Marking paints are not intended for use as floor paints, and should not be used to paint large areas subject to pedestrian traffic. For instance, painting an entire traffic stall is not recommended.

Federal EPA has added acetone to the list of solvents exempt from the VOC definition. State or local laws may incorporate the federal definitions, or may use their own, and may take precedence over the federal rules. Acetone may or may not be an exempt solvent where state or local regulations are in effect. Consult with your local Sherwin-Williams representative for additional information.

CLEANUP INFORMATION

Clean spills and spatters immediately with a compliant compatible solvent or Acetone, R6K9. Clean tools immediately after use with a compliant solvent. Follow manufacturer's safety recommendations when using any solvent.

HOTW	07/13/2021	0.0TM5628	05	75
HOTW	07/13/2021	0.0TM5720	03	88
HOTW	07/13/2021	0.0TM5629	16	76

ProMar® Acrylic Solvent Based Traffic Marking Paint

TM5712 White, TM5713 Yellow


**SHERWIN
WILLIAMS.**

CHARACTERISTICS

ProMar® Solvent Based Acrylic Traffic Marking Paint is a conventional dry (non-heat applied) acetone based paint. It is 100% acrylic, which offers the following outstanding properties:

Features:

- Fast dry and hardness development
- Less dirt pick-up, improved durability

For use on properly prepared:

Cured asphalt, Concrete, Brick, Parking lots, curbs, runways

Recommended for use in:

Apartment Communities, Shopping Centers, Schools and Universities, Municipalities, Property Maintenance, Asphalt Seal Contractors, Pavement stripers, Airfields & Highways

Finish: Flat

Color: White & Yellow

Recommended Spreading Rate per coat: Approximately 320 lineal feet of standard 4 inch stripe per gallon

Wet mils: 15.0

Dry mils: (White, Yellow) 7.0-7.2

Coverage sq. ft. per gallon: 107

Theoretical coverage: 753-770

sq. ft. per gallon (White, Yellow)

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, method of application, surface irregularities, overthinning, climatic conditions, and excessive film build.

Drying Schedule @ 15.0 mils wet, @77° F (25°C), @ 50% RH:

Dry-no-pickup: maximum 10 minutes

Dry to touch: maximum 10 minutes

Drying time is temperature, humidity, and film thickness dependent.

Tinting: White only may be tinted with Maxitoner or GIC. %SherColor. Only exterior grade colorants should be used. Handicap Blue may be obtained by tinting white with 2-3 oz of blue colorant per gallon. Not controlled for tinting strength.

V.O.C. (less exempt solvents):

148 grams per litre; 1.23 lb. per gallon (White)

114 grams per litre; 0.95 lb. per gallon (Yellow)

As per 40 CFR 59.406

Volume Solids: 47 ± 2% (White)

48 ± 2% (Yellow)

Weight Solids: 70 ± 2% (White)

71 ± 2% (Yellow)

Weight per Gallon: Density 11.76 lbs. (White)

11.80 lbs. (Yellow)

Flash Point: -3°F PMCC

Shelf Life: 12 months, unopened

Store indoors at 40°F / 4.5°C to 90°F / 32°C

COMPLIANCE

As of 07/13/2021, Complies with:

OTC	Yes
OTC Phase II	No
S.C.A.Q.M.D.	No
CARB	Yes
CARB SCM 2007	No
CARB SCM 2020	No
Canada	Yes
LEED® v4 & v4.1 Emissions	N.A.
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	N.A.
MIR-Manufacturer Inventory	N.A.
MPI®	Yes
Indiana: Traffic Marking Coatings Restricted to 105 grams per litre VOC from May 1st-Sept 30. Oct 1 to April 30th VOCs are 150 grams per litre.	

APPLICATION

Temperature:	
minimum	40°F / 4.5°C
maximum	90°F / 32°C
air, surface, and material	
At least 5°F above dew point	

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Not recommended

Conventional Spray: Typical fluid tip size is about 0.1 inch orifice, with a matching fan cap designed for striping application. Working pressures will vary with ambient temperatures. The correct pressure is the lowest pot and atomizing pressure that produces a flat line of the correct thickness. Heated air atomized spray may also be used, allowing improved sprayability but not necessarily dry time.

Airless Spray Line Striper:	
Pressure	1500-2000 p.s.i.
Hose	3/8 inch ID
Tip	.015-.019 inch
Filter	50-100 mesh
Brush-Roller:	Not recommended

If specific application equipment is listed above, equivalent equipment may be substituted. If the striping machine is used with water based paint, care must be taken to prevent contamination of the paint types.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Acetone, R6K9.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Mixing Instructions: Mix material to a uniform consistency. Some minor separation of solvent may occur on the surface.

It can also serve as a binder for glass beads to make reflective markings. Apply by dropping on glass beads while the paint is still wet. Can be used with stencils (Available through Sherwin-Williams) for street and parking lot marking.

RECOMMENDED SYSTEMS

Cured Asphalt, Concrete, and Brick:

1 coat ProMar® Acrylic Solvent Based Traffic Marking Paint @ 320 lineal feet of standard 4 inch stripe per gallon approximately 15.0 mils wet 7.0-7.2 mils dry.

White 0.0TM5712

Yellow 0.0TM5713

ProMar® Acrylic

Solvent Based Traffic Marking Paint

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Concrete:	Cured, clean, dry, sound
Asphalt:	Cured, clean, dry, sound
Brick:	Cured, clean, dry, sound

Surfaces should be clean and dry and free from loose or peeling paint. Do not apply when air or surface temperatures are below 40°F (4.5°C), or when the relative humidity exceeds 85%, or when the temperature falls below the dew point.

The presence of concrete sealers or efflorescence on new concrete may interfere with adhesion and should be removed by extended weathering, etching, or abrasive blasting.

Most previously painted lines may be repainted without additional surface preparation, provided the old paint is still tightly adhered to the surface. However, multiple layers of paint will eventually peel and require removal. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

New asphalt surfaces: should ideally be allowed to age several months before striping. Solvent based paints may cause bleeding through the paint. Placing an inconspicuous test stripe to determine if the asphalt has aged sufficiently to use solvent paint is recommended. If it is necessary to paint a fresh asphalt surface, use a latex striping paint following the recommended procedures.

PERFORMANCE TIPS

Asphalt surfaces generally require aging prior to painting. If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended d.f.t.) generally reduces the extent of lifting and cracking.

No painting should be done immediately after a rain or during foggy weather.

Do not paint on wet surfaces.

Check adhesion by applying a test strip to determine the readiness for painting.

Do not use on uncured asphalt, Asphalt surfaces generally require aging prior to painting.

Excessive reduction of material can affect film build, appearance, and adhesion.

The coating may be made into reflective paint by dropping on glass beads while the paint is still wet.

PERFORMANCE

Dry-No-Pickup

White:	10 minutes maximum
Yellow:	10 minutes maximum

Fineness of Grind:

White:	3 Hegman minimum
Yellow:	3 Hegman minimum

Contrast Ratio:

White:	.96 minimum
Yellow:	.97 minimum

KU:

White:	82-88
Yellow:	78-86

Reflectance:

White:	86 minimum
Yellow:	51 minimum

Density:

White:	11.61-11.91
Yellow:	11.66-11.96

Flexibility:

White:	1/2 inch mandrel
Yellow:	1/2 inch mandrel

SAFETY PRECAUTIONS

Refer to the Safety Data Sheets (SDSs) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

Painted surfaces can become slippery when wet. Zone Marking paints are not intended for use as floor paints, and should not be used to paint large areas subject to pedestrian traffic. For instance, painting an entire traffic stall is not recommended.

Federal EPA has added acetone to the list of solvents exempt from the VOC definition. State or local laws may incorporate the federal definitions, or may use their own, and may take precedence over the federal rules. Acetone may or may not be an exempt solvent where state or local regulations are in effect. Consult with your local Sherwin-Williams representative for additional information.

CLEANUP INFORMATION

Clean spills and spatters immediately with a compliant compatible solvent or Acetone, R6K9. Clean tools immediately after use with a compliant solvent. Follow manufacturer's safety recommendations when using any solvent.

HOTW	07/13/2021	0.0TM5712	11	148
HOTW	07/13/2021	0.0TM5713	19	114



SAFETY DATA SHEET

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

1.1 Product identifier

Product Name

Highway Safety Marking Spheres with Coating
Standard Highway Safety Marking Spheres with Coating
Premium Highway Safety Marking Spheres with Coating
VISIBEAD® Highway Safety Marking Spheres with Coating
VISIBEAD® Plus II Highway Safety Marking Spheres with
Coating
Premix Highway Safety Marking

CAS No.

65997-17-3

EINECS No.

2660460

1.2 Relevant identified uses of the substance or mixture and uses advised against

Identified use(s)

Road safety markings

1.3 Details of the supplier of the safety data sheet

Company Identification

Potters Industries LLC
P. O. Box 841
Valley Forge, PA 19482 USA
+1 610-651-4700
sds.uk@pqcorp.com

Telephone

E-Mail (competent person)

1.4 Emergency telephone number

Emergency Phone No.

Potters Industries LLC +1 610-651-4200
ChemTrec (800) 424-9300

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the substance or mixture

GHS Classification

Not classified as dangerous for supply/use.

EC Classification

Not classified as dangerous for supply/use.

Hazards summary

Dust may cause irritation. Spilled material is slippery .

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Ingredient(s)	%W/W	CAS No.	EINECS No. / REACH Registration	EC Classification and Risk Phrases
Glass oxide; Glass	>99	65997-17-3	2660460	Not applicable.

SECTION 4: FIRST AID MEASURES

4.1 Description of first aid measures

Eye Contact

Irrigate with eyewash solution or clean water, holding the eyelids apart, for at least 15 minutes. If symptoms persist, obtain medical attention.

Skin Contact

Wash affected skin with plenty of water. If symptoms occur obtain medical attention.

Inhalation

In case of accident by inhalation: remove casualty to fresh air and keep at rest. If symptoms develop, obtain medical attention.



Ingestion

Do not induce vomiting. If symptoms develop, obtain medical attention.

4.2 Most important symptoms and effects, both acute and delayed

Dust may cause irritation. Spilled material is slippery. Dust may cause discomfort and mild irritation.

SECTION 5: FIRE-FIGHTING MEASURES

5.1 Extinguishing media

Suitable Extinguishing Media

As appropriate for surrounding fire.

Unsuitable extinguishing Media

None known.

5.2 Special hazards arising from the substance or mixture

Spilled material can make floors slippery.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Wear suitable protective clothing. Wear eye/face protection.

6.2 Environmental precautions

Not applicable.

6.3 Methods and materials for containment and cleaning up

Caution - spillages may be slippery. Avoid generation of dust. Sweep or preferably vacuum up and collect in suitable containers for recovery or disposal.

6.4 Reference to other sections

Not applicable.

SECTION 7: HANDLING AND STORAGE

7.1 Precautions for safe handling

Avoid contact with eyes, skin and clothing. Avoid generation of dust. Wash thoroughly after handling.

Wear protective equipment to comply with good occupational hygiene practice.

Do not eat, drink or smoke at the work place.

7.2 Conditions for safe storage, including any incompatibilities

Keep container tightly closed and dry.

7.3 Specific end use(s)

Not applicable.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control parameters

SUBSTANCE.	Occupational Exposure Limits
Glass oxide; Glass	No Occupational Exposure Limit assigned. 15mg/m ³ total dust 5mg/m ³ respirable (Particulates Not Otherwise Regulated)

8.2 Exposure controls

8.2.1 Appropriate engineering controls

Engineering methods to prevent or control exposure are preferred. Methods include process or personnel enclosure, mechanical ventilation (dilution and local exhaust), and control of process conditions.

8.2.2 Personal Protection

Respiratory protection

Wear suitable respiratory protective equipment if working in confined spaces with inadequate ventilation or where there is any risk of the exposure limits being exceeded.

Eye/face protection

Safety spectacles

Skin protection

Wear suitable protective clothing and gloves. For example cotton or rubber.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Glass Powder . White.
Odour	Odourless.
Odour Threshold (ppm)	Not applicable.
pH (Value)	Not applicable.
Freezing Point (°C)	Not applicable.
Melting Point (°C)	Approx 730 C
Boiling Point (°C)	Not applicable.
Flash Point (°C) [Closed cup]	Not applicable.
Evaporation rate	Not applicable.
Flammability (solid, gas)	Non-combustible.
Vapour Pressure (mm Hg)	Not applicable.
Vapour Density (Air=1)	Not applicable.
Solubility (Water)	Insoluble.
Partition Coefficient	Not applicable.
Auto Ignition Point (°C)	Not applicable.
Decomposition Temperature (°C)	Not applicable.
Viscosity (mPa. s)	Not applicable.
Explosive properties	Not applicable.
Oxidising Properties	Not applicable.
9.2 Other information	Not available.

SECTION 10: STABILITY AND REACTIVITY

10.1 Reactivity	Avoid contact with strong acids
10.2 Chemical stability	Stable.
10.3 Possibility of hazardous reactions	Not applicable.
10.4 Conditions to avoid	Not applicable.
10.5 Incompatible materials	None known.
10.6 Hazardous decomposition product(s)	None known.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute toxicity

Ingestion	The acute oral toxicity of this product has not been tested. A similar material was nontoxic to rats at 5,000 mg/kg.
Inhalation	No data. May cause irritation to the respiratory system.
Skin Contact	Dust may cause mechanical irritation.
Eye Contact	Dust may cause mechanical irritation.
Sensitisation	Not sensitising.
Carcinogenicity	There are no known reports of carcinogenicity of nonfibrous glass.
Reproductive toxicity	No evidence of reproductive effects.

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity	No environmental hazards have been reported or known.
12.2 Persistence and degradability	This material is persistent but inert in aquatic systems. It will not bioconcentrate up the food chain.
12.5 Results of PBT and vPvB assessment	Not classified as PBT or vPvB.



12.6 Other adverse effects

Not applicable

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The waste is considered to be non hazardous. Disposal should be in accordance with local, state or national legislation.

SECTION 14: TRANSPORT INFORMATION

14.2 Proper Shipping Name

NOT CLASSED AS DANGEROUS FOR TRANSPORT.

SECTION 15: REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

TSCA Inventory Status: Reported/Included.

AICS Inventory Status: Reported/Included.

DSL/NDSL Inventory Status: Reported/Included.

WHMIS Classification Not classified.

German Water Hazard Classification VwVwS: WGK class 1 (low hazard to water).

HMIS: 0,0,0

SECTION 16: OTHER INFORMATION

This SDS was last reviewed: 08/2014

The following sections contain revisions or new statements: All sections.

EC Classification No. 67/548/EEC

Not classified as dangerous for supply/use.

GHS Classification

Not classified as dangerous for supply/use.

Information contained in this publication or as otherwise supplied to Users is believed to be accurate and is given in good faith, but it is for the Users to satisfy themselves of the suitability of the product for their own particular purpose. Potters Industries gives no warranty as to the fitness of the product for any particular purpose and any implied warranty or condition (statutory or otherwise) is excluded except to the extent that exclusion is prevented by law. Potters Industries accepts no liability for loss or damage (other than that arising from death or personal injury caused by defective product, if proved), resulting from reliance on this information. Freedom under Patents, Copyright and Designs cannot be assumed.



STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, ME 04333-0023

RECEIVED FEB 01 2024

JANET T. MILLS
GOVERNOR

PENDER MAKIN
COMMISSIONER

January 31, 2024

Amy Boles
Superintendent of Schools
Ellsworth Public Schools
66 Main Street, Suite 201
Ellsworth, ME 04605

RE: Eligibility Certificate – SRRF Project #1743

Dear Superintendent Boles:

I am pleased to inform you that your School Revolving Renovation Fund application for Project #1743 has been approved for funding for the amount listed on the attached eligibility certificate.

The loan process for your project must be initiated within 30 days. Please contact Toni Reed, Program Loan Officer, Maine Municipal Bond Bank at 622-9386 for assistance.

Awardees must comply with all applicable statutory and rule requirements for public improvement projects. Please see the attached post award guidance. You may contact Valerie Chiang, School Construction Coordinator, at 462-0132 for technical assistance.

Please note that failure to comply with SRRF program requirements and all applicable statutes and rules may result in revocation of your SRRF eligibility certificate and cancellation of your SRRF award.

I wish you good luck as you complete your project. If you have any questions regarding the School Revolving Renovation Fund, please contact Ann Pinnette at 215-3809 or ann.pinnette@maine.gov.

Sincerely,

Pender Makin
Commissioner

Enclosures: SRRF Eligibility Certificate
SRRF Post Award Information

cc: Toni Reed, Maine Municipal Bond Bank



School Revolving Renovation Fund Eligibility Certificate

School Administrative Unit	Ellsworth Public Schools	
Facility	Hancock County Technical Center	
Priority	1	
Project #	1743	
Scope of Work	OTHER - Life Safety	
Amount Funded	\$1,844,341	
Maximum Loan Amount	\$1,844,341	
Portion of Loan to be Forgiven	\$936,741	50.79%
Portion of Loan to be Repaid	\$907,600	49.21%
Length of Loan	10 years	(loan more than \$500,000)

This Eligibility Certificate for the above listed School Revolving Renovation Fund project is hereby approved. Work authorized under this certificate must be materially completed and all loan proceeds must be expended by September 30, 2025.

January 31, 2024

Date

Pender Makin
Commissioner

Information for SRRF Awardees**Professional Services Procurement and Document Development**

- SAUs may continue to work with the selected individual or firm who provided the project budget and technical supporting documentation to provide design documents, estimating and budgeting, construction procurement/bidding, and construction administration services.
- The design professional will be responsible for assisting the SAU with meeting all regulatory code requirements.

Project Budget

The Department will not revise eligibility certificates for additional funding should conditions or estimates change during the course of a project or if the project is delayed. School administrative units are responsible for project cost overruns. The final loan amount may be adjusted downward to equal the approved costs incurred at project completion. Surplus funds from a project may not be used for another project.

Construction Procurement

There are two methods of procuring and awarding construction services, dependent on the estimated construction cost.

- Projects estimated to be under \$100,000 may make use of a select list of bidders, soliciting a minimum of 3 proposals. Construction shall be awarded to the lowest responsive bidder.
- Projects estimated to be under \$100,000 may advertise for sealed proposals.
- Projects estimated to be over \$100,000 must be advertised for sealed proposals.
- The Request for Proposals advertisements shall appear in the Kennebec Journal (mandatory) and a newspaper local to the project (optional) 2 times, in 2 separate weeks.
- Allow a minimum of 7 days after the second advertisement, or the pre-bid site walk if applicable, whichever is the latter, for the closing of bids.
- Proposals shall remain sealed until publicly opened and read aloud. Construction shall be awarded to the lowest responsive bidder.

Wage Rates

- Projects over \$50,000 that include State funding must comply with Maine Department of Labor MDOL Prevailing Wage Rates https://www.maine.gov/labor/labor_stats/publications/wagerateconst/index.shtml
- For labor wage rate information please contact Maine Department of Labor MDOL@maine.gov or 207.623.7906

Project Loan

All SAUs with approved projects must contact the Maine Municipal Bond Bank (MMBB) within 30 days of award notification to begin the loan process. Loans must be closed within 6 months of the award date of the eligibility certificate. All requisitions for loan disbursements must be submitted to the MMBB within 20 months of the award date. SAUs with awards for multiple projects must track costs separately for each individual project by assigned SRRF project number.

Project Completion

Projects must be completed within 20 months of the award date.

Statutory and Rule Requirements

SAUs must comply with all applicable statutory requirements of 5 M.R.S. Chapter 153 and Rule Chapter 64: Maine School Facilities Program and School Revolving Renovation Fund. Failure to comply with statutes, rules and program requirements will result in revocation of the SRRF eligibility certificate and cancellation of any SRRF award.

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Ellsworth
State WIN: #26073.00
Federal Aid Project: #2607300

Estimated Agreement Amount: **\$289,850.00**
Vendor Customer #:
MaineDOT Signed Date:
Forecasted Agreement End Date: 08/31/25

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department of Transportation** (hereafter the “Department”) and the **City of Ellsworth water/sewer departments**, duly authorized and existing under the Laws of the State of Maine and having an office in the city of Ellsworth, County of Hancock (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project #2607300; WIN: #26073.00 (the “Project”) for highway improvements in the city of Ellsworth, Hancock County.
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:
 - a. The Department has identified the locations of existing utility facilities owned and maintained by the Utility and lawfully installed within the limits of the public highway right-of-way and the impact limits of the Project that must be relocated to accommodate the Project (the “Affected Facilities”).
3. The Affected Facilities consist of the adjustments for existing water valve covers and existing sewer rims/frames.
4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.
5. The Parties wish to establish a process for including the Utility Work in the Department’s construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.
- e. Standard Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.

- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.
- 8. **Ownership of Completed Utilities:** Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.
- 9. **Claims:** The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.
- 10. **Indemnification:** The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.
- 11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
- 12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least three (3) years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further

acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's *"Utility Accommodation Rules"*, which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.

13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.
14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

Contact Information:

For the Department:

Name: Mark S. LaGross
Address: Augusta, 04333-0016
E-mail: mark.s.lagross@maine.gov
Cell Number: 592-9389

For the Utility:

Name: TBD
Address: TBD
E-mail: TBD
Cell Number: TBD

15. **No Relief of Responsibilities:** Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

City of Ellsworth

By: _____

Print Name: _____

Title: City Manager/Police Chief
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: _____

Title: MaineDOT Senior Project Manager
Duly Authorized

DATE: _____

APPENDIX A **PROJECT SCOPE**

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

**Ellsworth Water Department/Ellsworth Sewer Department
City of Ellsworth**

FEDERAL AID PROJECT: #2607300
STATE PROJECT IDENTIFICATION (WIN): #26073.00

Project Scope:

Provide all materials, equipment, and labor to adjust existing water valve covers and existing sewer rims/frames.

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity /Unit	Unit Price	Utility Cost
652.36	Maintenance of Traffic Control Devices	20 days	\$300/day	\$6,000
652.38	Flaggers	1000 hours	\$35/hr	\$35,000
812.162	Adjusting Sewer Manhole to Grade	68 each	\$2500 each	\$170,000
823.332	Gate Valve Box, Adjust to Grade	75 each	\$700 each	\$52,500
		Sub-Total Cost:		\$263,500
MOBILIZATION (% depends on contract costs)		using 10% of sub-total:		\$26,350
		Total Estimated Cost:		\$289,850

Note #1: The final Mobilization line item is calculated per the equation stated in the Utility Policy #2013-1_ Pay Items and Opt-Out Clauses in Utility Receivable Agreements. The equation is based on the following:

*((total contract cost of utility work/total cost of project work) * contract mobilization dollar amount) equals to utility mobilization quantity.*

Note #2: The city of Ellsworth shall be proceeding with this agreement per the standard approach because the utility scope shall exceed a total cost of \$100K.

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Ellsworth_water/sewer	two (2) invoices prior to completion	prior to 08/31/25

TEDOCS #: _____

CT#: _____

CSN#: _____

Program: _____

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: Ellsworth
 State WIN: #26073.00
 Federal Aid Project: #2607300

Estimated Agreement Amount: **\$289,850.00**
 Vendor Customer #:
 MaineDOT Signed Date:
 Forecasted Agreement End Date: 08/31/25

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acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's "Utility Accommodation Rules", which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.

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Contact Information:

For the Department:

Name: Mark S. LaGross
Address: Augusta, 04333-0016
E-mail: mark.s.lagross@maine.gov
Cell Number: 592-9389

For the Utility:

Name: TBD
Address: TBD
E-mail: TBD
Cell Number: TBD

15. **No Relief of Responsibilities:** Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN **WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the date last signed below.

City of Ellsworth

By: _____

Print Name: _____

Title: City Manager/Police Chief
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: _____

Title: MaineDOT Senior Project Manager
Duly Authorized

DATE: _____

APPENDIX A **PROJECT SCOPE**

MAINE DEPARTMENT OF TRANSPORTATION UTILITY RECEIVABLE AGREEMENT

**Ellsworth Water Department/Ellsworth Sewer Department
City of Ellsworth**

FEDERAL AID PROJECT: #2607300
STATE PROJECT IDENTIFICATION (WIN): #26073.00

Project Scope:

Provide all materials, equipment, and labor to adjust existing water valve covers and existing sewer rims/frames.

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity /Unit	Unit Price	Utility Cost
652.36	Maintenance of Traffic Control Devices	20 days	\$300/day	\$6,000
652.38	Flaggers	1000 hours	\$35/hr	\$35,000
812.162	Adjusting Sewer Manhole to Grade	68 each	\$2500 each	\$170,000
823.332	Gate Valve Box, Adjust to Grade	75 each	\$700 each	\$52,500
		Sub-Total Cost:		\$263,500
MOBILIZATION (% depends on contract costs)		using 10% of sub-total:		\$26,350
		Total Estimated Cost:		\$289,850

Note #1: The final Mobilization line item is calculated per the equation stated in the Utility Policy #2013-1_ Pay Items and Opt-Out Clauses in Utility Receivable Agreements. The equation is based on the following:

*((total contract cost of utility work/total cost of project work) * contract mobilization dollar amount) equals to utility mobilization quantity.*

Note #2: The city of Ellsworth shall be proceeding with this agreement per the standard approach because the utility scope shall exceed a total cost of \$100K.

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Ellsworth_water/sewer	two (2) invoices prior to completion	prior to 08/31/25



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

Toni Dyer, City Clerk
Re: City of Ellsworth
1 City Hall Plaza
Ellsworth, ME 04605

1/30/2024

Subject: Ultra-Thin Bonded Wearing Course
Project No.: 2772600
Location: Ellsworth & Orland
Roadway: US Route 1

Dear Ms. Dyer:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area." A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, **which requires signature by the municipal officers**, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that *"the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers."* In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 207 624-3410.

Sincerely,

George M.A. Macdougall, P.E.
Contracts & Specifications Engineer
Bureau of Project Development

Please return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: George Macdougall, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project No.: 2772600
Location: Ellsworth & Orland

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the Town of Ellsworth agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The MaineDOT will assist in determining the amount of the bond if requested. A suggested format for a general construction *overlimit bond* is attached. A suggested format for a construction *overlimit permit* is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

CITY OF ELLSWORTH
By the Municipal Officials

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in the Towns of Ellsworth and Orland have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The section of highway under construction in Kennebec and Sagadahoc Counties:

Project 2772600 is located on US Route 1 beginning in Orland 0.12 mile south of Beechwood Lane and extending southeast 14.94 miles.

Per 29-A § 2382 (7) MRSA, the MDOT may “issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

- A. Must be procured from the municipal officers for a construction area within that municipality;*
- B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:*

- (1) Withholding by the agency contracting the work of final payment under contract; or*
- (2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.*

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

- C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and*

- D. For construction areas, carries no fee and does not come within the scope of this section.”*

The Municipal Officers for the Towns of Ellsworth and Orland agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area.”

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

GENERAL GUIDANCE

CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with *Construction Permits* involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit *"for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation"*. According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.

Frequently Asked Questions:

A. Why sign the document in advance of the actual construction contract?

Response: There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

B. Different roads may require different levels of scrutiny. How is a posted road handled?

Response: Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of a Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter .

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

False Information - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

Proper Registration - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

3. County and municipal permits. A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207- _____; fax: 207- _____

APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF _____
for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over
ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT
project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit
will automatically expire at the physical completion of the above construction project. The original permit will be
held on file at the municipality.

Signed:

Municipal Official

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207- _____; fax: 207- _____

**APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN
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Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit
will automatically expire at the physical completion of the above construction project. The original permit will be
held on file at the municipality.

Signed:

Municipal Official

BOND # _____

Date: _____

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm) _____
_____ and the Municipality of _____, as
principal, and _____
, a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the Municipality of _____
_____ in the sum of _____
_____ and 00/100 Dollars (\$ _____)
to be paid said Treasurer of the Municipality of _____ or
her/his successors in office, for which payment well and truly to be made, Principal and
Surety bind themselves, their heirs, executors and administrators, successors and assigns,
jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
_____ promptly and faithfully performs the Contract,
without damage to the municipal ways, other than normal wear and tear; then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way
beyond normal wear and tear, in the construction of the above project through the use of
legal weight, legal dimension trucks or equipment; or overweight or over-dimension
equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond
may be used to guarantee that the contractor either repairs or pays for the damage caused
by the use of its equipment or trucks. The degree of damage beyond normal wear and
tear will be determined by municipal officials with the assistance of the Maine
Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this day of, 20...

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____

BOND # _____

Date: _____

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm) _____
_____ and the Municipality of _____, as
principal, and _____
, a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the Municipality of
_____ in the sum of
_____ and 00/100 Dollars (\$) _____
to be paid said Treasurer of the Municipality of _____ or
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WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____