



INFORMAL BID REQUEST

THERMOPLASTIC PAVEMENT MARKINGS

The City of Greenville, NC (City), is in need of a contractor to install hot machine applied thermoplastic markings at selected locations in Greenville, NC.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), and the Traffic Signal Specifications and all addenda.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations.

SCOPE OF WORK

The Contractor shall install HOT SPRAY thermoplastic pavement markings in accordance with, and in conformance with the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures, and Amendments included elsewhere in this contract, NCDOT Roadway Standard Drawings, and the Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices (MUTCD).

The work covered by this special provision consists of marking the pavement surface with pavement markings to direct and control the movement of traffic and shall consist of remarking existing markings at locations specified herein. The Contractor shall furnish all services, labor, and equipment necessary for the required pavement preparation and pavement marking installation. Sufficient personnel experienced in the handling and application of the material shall be provided to assure work is done properly.

The Contractor shall install the following markings with HOT SPRAY thermoplastic. The items below will be measured in cost per each.

The following items will be measured in cost per linear foot.

- 4" Yellow Lines
- 4" White Lines

The quantities shown on the bid proposal form are a guide for bid prices, and it should be understood and agreed that the City is not obligated to install pavement markings in excess of its normal requirements.

PAVEMENT MARKING OBSERVATION PERIOD

Following completion of all work required, there will be a 180-day observation period for the thermoplastic pavement markings before final acceptance.

Thermoplastic pavement markings that fail to meet all requirements of this contract during the observation period shall be removed and replaced at no expense to the City of Greenville. The contractor shall replace all thermoplastic pavement markings failing the requirements of the specifications within thirty (30) days following notification by the engineer.

Thermoplastic marking replacement shall be performed in accordance with the requirements specified herein for the initial application, including but not limited to surface cleaning, etc. During the 180 day observation period, the thermoplastic pavement markings installed under this contract shall be warranted by the contractor against failures such as discoloration, chipping, spalling, poor adhesion, and loss of reflectivity caused by improper materials or the effects of improper cleaning, application methods, or application equipment.

CONSTRUCTION METHODS

Description:

A. General:

The work covered in this provision consists of installing thermoplastic and paint pavement markings in accordance with the manufacturer's installation instructions, unless otherwise specified herein. All surface preparations including surface cleaning and surface pretreatment, shall be done by the contractor in accordance with the manufacturer's recommendations, subject to the approval of the engineer.

B. Lateral Deviation requirements:

Lines shall be of the length and longitudinal placement as shown on the typical drawings. The Contractor shall provide sufficient control points to serve as guides for application of markings. The markings shall be straight or of uniform curvature and shall conform uniformly with tangents, curves, and

transitions. The finished lines shall be free from waviness, the lateral deviation of the finished line shall not exceed 1/2 inch from the proposed location alignment at any point. Any greater deviation may be sufficient cause for requiring the contractor to remove and correct such markings at no cost to the City of Greenville.

C. **Maintenance:**

Pavement markings installed by the contractor, which deteriorate, or which fail to adhere to the pavement, or which lack reflectorization, shall be replaced by the contractor at no cost to the City of Greenville. Pavement markings to be replaced shall be as determined by the engineer.

D. **Hot Spray Thermoplastic Pavement Marking Lines, 50 MILS:**

This special provision covers machine applied "hot spray" thermoplastic pavement marking material with both incorporated glass beads and drop-on glass beads.

The markings shall be of the color, length, and thickness as specified herein, or as directed by the Engineer. The markings shall be the width of the existing markings. The application of these markings shall be as follows: These markings shall be installed at the locations specified, as directed by the Engineer. Unless directed otherwise by the Engineer, the contractor shall place center line and edge line pavement markings with "hot spray" thermoplastic at the specified locations.

General, Color, Packing for Shipment, Storage, Materials, Construction Methods, Maintenance, Method of Measurement, and Basis of Payment shall be as described in Section 1087 and Section 1205 of the Standard Specifications, with the exceptions as shown below:

Revise the 2018 Standard Specifications as follows:

Page 10-182, Subarticle 1087-4(C) Gradation & Roundness

The glass beads used in all pavement marking shall be used according to the manufacturer's recommendations in order to meet the retroreflectivity requirements as stated in Subarticles 1205-4(C) and 1205-4(D) as measured by any Department approved 30-meter geometry retroreflectivity device.

The glass beads shall be capable of flowing freely through dispensing equipment in any weather suitable for marking the pavement.

Page 12-1, Subarticle 1205-2(B) Material Qualification,

All “hot spray” thermoplastic manufacturers must be prequalified. In order to be prequalified, all “hot spray” Thermoplastic Pavement Marking manufacturers must have their material installed on the NTEP test deck.

Page 12-7, Subarticle 1205-4(C) Application,

All thermoplastic markings shall be of the hot, machine applied type. Application shall be accomplished by spraying methods only.

Page 12-7, Subarticle 1205-4(C) Application,

The cross-sectional thickness of all “hot sprayed” thermoplastic markings above the surface of the existing pavement shall be no more than 60 mils.

The manufacturer of that material shall certify that the Contractor is trained to place the material. At least one member of each crew working on this project shall have completed this training. The Contractor shall furnish the Engineer written confirmation of this training from the material manufacturer prior to beginning the work.

If the hot sprayed thermoplastic is to be placed over milled-in rumble strips, the Contractor shall ensure that all debris is removed after milling and the surface is thoroughly cleaned to ensure optimum adhesion between the surface and the hot sprayed thermoplastic.

Page 12-12, Article 1205-10 Measurement and Payment,

Hot Spray Thermoplastic Pavement Marking Line, __ (color), __ (width) will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer. The quantity of solid lines will be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines will be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines satisfactorily placed. Such prices and payment will be full compensation for all work covered by this section including, but not limited to, furnishing, surface preparation, reapplication of molten pavement marking crossed by a vehicle, and removal of all pavement marking materials spilled on the roadway surface.

Payment will be made under: Pay Item	Pay Unit
Hot Spray Thermoplastic Pavement Marking Lines, 4”, 50 mils	Linear Foot

E. Paint Application and Equipment:

Paint pavement markings shall be applied using spraying equipment suitable for applying pavement marking material. The paint and beads shall be applied at the rate necessary to produce a minimum dry film thickness of 13 mils. Drop-On beads shall be applied at the minimum rate of 6 pounds per gallon of paint.

Payment will be made under: Pay Item	Pay Unit
Paint Pavement Marking Lines, 4”	Linear Foot

CLEAN THE WORKSITE

The contractor shall clean the site of debris, which results from installing the pavement markings. At the end of each workday, the site shall be cleaned and cleared. The contractor will haul away any waste material to an approved public landfill.

METHOD OF MEASUREMENT

The quantity of pavement marking lines to be paid for will be the actual number of linear feet of pavement marking lines, which have been satisfactorily placed and accepted by the Engineer. The quantity of solid lines shall be the summation of the linear feet of solid line measured end-to-end of the line.

COMPENSATION

Such price and payment will be full compensation for all work covered by this provision including but not limited to equipment, preparing the pavement, applying the pavement marking material, traffic control, and replacing markings that are not satisfactorily placed or fail during the 180-day observation period.

PROJECT SCHEDULE

The City expects to award the contract for this project in June of 2023.

CONTRACT TERM

The contract term will be three (3) months with no extension

CONTRACT PAYMENT: Lump Sum

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date.

The Contractor's operations are restricted to daylight hours. No work may be performed on weekends or legal City holidays. Work shall only be performed when weather and visibility conditions allow safe operations. The Contractor shall not close lanes or restrict traffic between the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. on weekdays.

PROPOSAL SUBMITTAL REQUIREMENTS:

All informal bids (G.S. 143-131) for this project shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by the City of Greenville with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!
2. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written numerically.
3. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written numerically in the "Amount Bid" column of the sheet.
4. The total amount bid shall be written numerically in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
6. The bid shall be properly executed per ATTACHMENT A. All bids shall show the following information:
 - a. Name of individual or representative submitting bid and position or title.
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

QUESTIONS:

Questions must be asked in writing via email addressed to Stacey Pigford at spigford@greenvillenc.gov with the ITB number mentioned in the subject line of the email. All questions must be submitted by Wednesday, April 26, 2023 by 12:00 noon, and answers will be provided via an addendum posted on the City's website.

PROPOSAL SUBMISSION AND DEADLINE:

Bid shall be submitted in PDF format electronically to spigford@greenvillenc.gov by **4:00 pm on May 3, 2023**. For additional information, interested contractors may contact the following individual:

Stacey Pigford
Assistant Traffic Engineer
City of Greenville
(252) 329-4678

Proposals submitted after this deadline or to any location other than that listed above will not be considered.

RIGHT TO REJECT:

The City reserves the right to reject any or all proposals. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion.

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsive, responsible Bidder. The lowest responsive, responsible will be notified that his bid has been accepted and that he has been awarded the contract. The City of Greenville reserves the right to reject all bids.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) **goal** for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "MWBE Professional Services Forms" included in Appendix B. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.

Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

TITLE VI NONDISCRIMINATION NOTIFICATION

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ROAD LIST FOR LONGLINE PAVEMENT MARKINGS

Bancroft Ave From – To	White LF				Yellow LF
	4"	6"	12"	24"	4"
10 th St – 5 th St	3200	0	0	0	3200
Line Ave From – To	White LF				Yellow LF
	4"	6"	12"	24"	4"
10th St - Chestnut St	0	0	0	0	3000
Baywood Lane From – To	White LF				Yellow LF
	4"	6"	12"	24"	4"
Landmark - Cedarhurst	3200	0	0	0	0
Whitley Dr From – To	White LF				Yellow LF
	4"	6"	12"	24"	4"
Fire Tower - Memorial	800	0	0	0	4000
Elm St From – To	White LF				Yellow LF
	4"	6"	12"	24"	4"
Charles - Greenville	0	0	0	0	2600
Beatty St From – To	White LF				Yellow LF
	4"	6"	12"	24"	4"
Howell - 14th	0	0	0	0	2150
Bismarck St From – To	White LF				Yellow LF
	4"	6"	12"	24"	4"
Greenville - Dexter	0	0	0	0	2600
Grand Totals	White LF				Yellow LF
	4"	6"	12"	24"	4"
	7200	0	0	0	17550

ATTACHMENT A
City of Greenville
BID FORM

Description: Installation of hot spray pavement marking lines.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	Hot Spray Thermoplastic Pavement Marking Lines, 4", 50 mils, WHITE	7200	LF		
2	Hot Spray Thermoplastic Pavement Marking Lines, 4", 50 mils, YELLOW	17500	LF		

TOTAL BID FOR PROJECT: _____

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

2. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

3. **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

4. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City

shall not be obligated to make payment to the Contractor for any services performed under this contract.

5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City, and as such, Contractor, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
7. **INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount

not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services

8. **INDEMINIFICATION AND HOLD HARMLESS**: All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract.

9. **E-VERIFY COMPLIANCE**: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

10. **IRAN DIVESTMENT ACT**: By submitting a proposal, the Vendor certifies that:
(i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

11. **ADVERTISING**: The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

12. **FORCE MAJEURE**: Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts,

job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

13. **ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

14. **CONFLICT OF INTERESTS:**

- a. Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the

proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

15. **TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.