



Financial & Administrative Services Department  
Procurement Services Division

## **SERVICE CONTRACT AGREEMENT**

**CITY OF GREENSBORO**  
**TRANSPORTATION DEPARTMENT**  
City of Greensboro  
PO Box 3136  
Greensboro, NC 27402-3136

**CONTRACTED VENDOR**  
Triad Road Maintenance Co Inc  
225 Sims Rd  
Reidsville, NC 27320  
trmi1@netzero.net

**CONTRACT INFORMATION**  
Contract Number: 2019-10787  
Contract Description: Thermoplastic Pavement Markings  
Contract Term: March 1, 2020 - February 28, 2023  
Annual Contract Amount: \$200,000.00  
Potential Total Award Amount: \$600,000.00

This contract is made and entered into on the date signed by and between the **City of Greensboro**, a municipal corporation of the State of North Carolina (herein referred to as the **CITY**) and **Triad Road Maintenance Company, Inc.**, herein referred to as **Triad Road Maintenance Company, Inc.** or **Bidder**.

### **WITNESSETH:**

The City's **Transportation Department** has requested responses from qualified companies to provide Thermoplastic Pavement Markings; and

Whereas, **Triad Road Maintenance Company, Inc.** has demonstrated prior experience and performance in providing such product/services and has submitted a response to provide such product/services in accordance with the following attachments, which are attached hereto and incorporated herein:

Attachments: **Triad Road Maintenance Co Inc's** Submitted Response (Statement of Qualifications, Quotes, Proposal, Information, and related attachments including City issued solicitations)

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

### **PRODUCT/SERVICES RENDERED**

In consideration of the monetary payment hereinafter described, **Triad Road Maintenance Co Inc** will provide Thermoplastic Pavement Markings services. Such product/services shall be performed and charged for in accordance with the enclosed attachments.

**Triad Road Maintenance Co Inc** and City mutually agree to the following:

1. **PSD T&C's for Goods & Services**
  - a) **PSD T&C's for Goods & Services**  
Terms and conditions for goods and services.

### **Terms and Conditions for Goods & Services**

1. The City of Greensboro (the "City") reserves the right to evaluate all Bids or Proposals ("Bids"), especially where there is a wide range in specifications and to make the award in the best interest of the City of Greensboro. The City also reserves the right to award in whole or in part.
2. Bids are due at the close time designated in the Bid event (Eastern Standard Time).
3. The City reserves the right to reject any and all Bids.
4. Upon request, information concerning award can be obtained from the Procurement Services Division at 336.373.2192.
5. All request for electronic responses must be submitted electronically, if required, via the City of Greensboro e-Procurement system (GePS). The system is accessible at the City of Greensboro Website: [Greensboro e-Procurement Site](#). Bidder shall state in the Bid response: the delivery time for supplies and materials and/or completion date for services or construction. To be considered, the Bids shall be submitted electronically by the specified close time (EST) stated in the Bid. If a Bidder does not wish to submit a Bid but desires acknowledgement of receipt for the request, the Bidder shall submit a "no Bid" response utilizing the City's GePS. Request for Bids may be requested through the mail or hand delivery. This information will be detailed in the specifications provided. The City assumes no responsibility or liability if and when providing technical assistance to a Bidder. Bidder agrees and assumes **full** responsibility for their response and the response submission. No technical assistance shall be provided by the City after 5:00 PM (EST) of the day prior to the submittal date. Bidder registration assistance however, will always be provided.
6. The City of Greensboro is not exempt from North Carolina State Sales Tax. Bidder assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. Bidder shall pay any and all gross receipts, compensation, transaction, sales, use, or other taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Bidder may charge the City only for those taxes that are set forth as a separate line item or on the face of a purchase order. The City is exempt from Federal Excise Tax. If the invoice contains FET, it must be shown as a separate line item on the invoice. Tax Exemption Certificates will be furnished upon request. SALES TAX: North Carolina state sales tax and Guilford County sales tax. Purchases for resale will be made using Sales Tax Exemption No. 703-2-041-20564.
7. Handicapped Accommodations: If a person with a handicap, including vision or hearing impairment or a person needing handicap or any special type of accommodations, desires to attend a pre-Bid conference, public Bid opening, or desires to meet with the Procurement Services Division (336.373.2192), Procurement Services should be notified at least two (2) business days in advance. Reasonable accommodations for that person will be arranged.
8. Bidder agrees to not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age,

familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.

9. The City promotes equal opportunity through the Greensboro Minority and Women Business Enterprise Program and encourages Minority and Women Business Enterprises ("M/WBEs") to participate in City contracting and sub-contracting opportunities through the North Carolina Historically Underutilized Business ("HUB") Certification Program. Bidder may read about the HUB Certification program at the [HUB Certification web site](#). Bidders must also register in the North Carolina State online [Interactive Purchasing System Electronic Vendor Registration](#) system. An e-mail address is required to register. Completion of the [HUB Statewide Uniform Certification Application](#) is required to become a HUB Certified Business. The online application must be printed out, completed and submitted by postal mail to the HUB office with additional required documents. For assistance with the HUB Certification process, please contact the NC HUB Office at 919-807-2425.
10. The acceptance of these terms by the Bidder is held to be a mutual agreement as to each and every clause of this Bid and the terms hereof and certifies that the Bid is not the result of or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by any law of the State of North Carolina. The Bidder also certifies that the Bid made herein is without any connections with any other person or persons connected in any official capacity with the City of Greensboro, and that no person or persons acting in such capacity are directly or indirectly interested herein or in any of the profit arising or anticipated from this transaction.
11. In making this Bid, it is understood and agreed that the conditions set forth in the advertisement for Bids, instructions to Bidders, terms and conditions, and specifications together with the Bid shall form a part of and be construed with the contract made under the same. By virtue of submitting a Bid, Bidder agrees to all terms and conditions.
12. The City's Procurement Services Division only solicits Bids through GePS and the NC State IPS site. The City will be held harmless to any solicitation by any other form of media.
13. It is the Bidder's responsibility to make sure that their Bid is thoroughly completed and properly "Submitted" through the e-procurement system. A Bid that is in "Draft" status does not constitute a viable Bid. Bidders can check the status of their Bid through the "My Responses" tab at the sign-on screen. Each event's status is located to the far right of the event number. If an event is in "Draft" status it must be changed to a "Submitted" status or it will not show, or be considered, a received Bid by the City.
14. Purchase Order and/or Contract number must appear on all invoices.
15. Formal Bids apply to purchases of equipment, supplies, and material \$90,000.00 and above. Bids are due at the close time designated in the Bid event (Eastern Standard Time).
16. Informal Bids apply to purchases of equipment, supplies and material \$30,000.00 to under \$90,000.00. Bids are due at the close time designated in the Bid event (Eastern Standard Time). Informal Bids submitted are not subject to public inspection until a contract is awarded.
17. Quick Events apply to purchases of equipment, supplies and material under \$30,000.00. Quick Events are typically awarded in an expeditious manner. Award will be made at the time and in the best interest of the City of Greensboro, not necessarily on the basis of lowest, responsible, responsive bidder.
18. Standards of award for goods: According to North Carolina General Statute 143-131 (informal) and 143-129 (formal), the award of the Bid shall be made to the lowest, responsible, responsive Bidder or Bidders taking into consideration quality, performance, and the time specified in the Bid for the performance of a contract or delivery of supplies and materials.
19. Standards of award for services: the award of the Bid may be made to the lowest, responsible, responsive Bidder or Bidders taking into consideration quality, performance, and the time specified in the Bid for the performance of a contract or delivery of supplies and materials, or the award of the Bid may be made based on best value. The standard of awards for services will be stated within the Bid.
20. If this request for Bid is for a Service, the contract term, and/or option year(s) if any, will be provided within the Bid specifications. If this request for Bid is for a Good, additional units of the same description can be purchased by the City at the same price as the original Bid if both the Bidder and the City agree in writing.
21. If this request for Bid is for a service the Bidder shall secure, before delivery of any services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Bidder shall produce an insurance certificate evidencing such coverage upon request by the City. Bidder shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example available). All Certificates of Insurance will require thirty (30) days written notice by the insurer or Bidder's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Bidder shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure

of the Bidder to provide such notice, Bidder assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the Bidder for each subsequent renewal period of the contract. The City shall be named as an additional insured on the Bidder's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City. The Bidder will also secure its general liability insurance from an "A" rated insurance company licensed by the North Carolina Department of Insurance and acceptable to the City. The Bidder will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the Bidder fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.

22. In addition to the insurance required in the preceding paragraph (#21), if Bidder performs services hereunder, Bidder shall secure, before delivery of such services (1) Workers' Compensation Insurance meeting State of North Carolina statutory requirements; and (2) Commercial Automobile Liability Insurance with limits of no less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this Purchase Order. Bidder shall produce an insurance certificate evidencing such coverage upon request by the City.
23. In the event that the performance of work under this contract requires driving of City vehicle, Bidder must maintain bodily injury and property damage insurance for any owned, hired and/or non-owned vehicles used in the performance of this agreement. The policy shall be endorsed to include the following additional insured language: The City shall be named "Designated Insured" on the Bidder's Automobile Liability insurance policy.
24. If any items in any invoices submitted by the Bidder are disputed by the City for any reason, including the lack of supporting documentation, City shall temporarily delete the items and shall promptly notify the Bidder of dispute and request clarification and/or remedial action. After the dispute has been settled, the Bidder shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30 day period.
25. In the event that this contract shall be funded from multiple years, the automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non-appropriation occurs the contract shall automatically expire without penalty to the City.
26. This Contract is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Guilford County, North Carolina.
27. Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and Bidder agree to accept the remaining terms and conditions.
28. Bidder does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise as a result of the Bidder's sole negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.
29. Terms of Payment: The City's standard payment terms are Net 30 days unless otherwise agreed upon. In performance of the duties and responsibilities, and the scope of work as defined in this Contract, invoices for payment of services or commodities shall be based on fees as provided for in the attached documentation. Payments will be based on services completed or product delivered.
30. The City retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.
31. Prior to the performance of any work not detailed by the City's Bids, the City and Bidder will establish a fair market rate for the performance of such services prior to the performance of such services. This Contract will be amended at such time to reflect the additional rate and shall herein be deemed to be included as a term of the Contract.
32. Should any part of these terms and conditions or Contract be declared unenforceable, all remaining sections remain in force to the maximum extent practicable.
33. The City may terminate this Purchase Order or Contract for convenience at any time by providing one (1) day written notice to Bidder. The City may terminate this Purchase Order or Contract or any part thereof effective immediately upon the giving of written notice of termination for cause if Bidder violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this Purchase Order or Contract, or if the City determines that Bidder will not be able to deliver or perform due to insolvency or other reason.
34. Should Bidder fail to comply with the terms of this contract, Bidder, upon actual or constructive notice of the

default, may be given a remedial period for a specified number of days to remedy the default. Should Bidder fail to remedy the default, the Contract shall be terminated immediately upon the expiration of the remedial period.

35. The City requires all Bidders providing supplies and/or service to the City to maintain a drug-free workplace. Upon request the Bidder shall provide documentation to support this certification.
36. Bidder agrees to have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Bidder further agrees that in the performance of this Contract, no person having any such interest shall be employed.
37. No person associated or in conjunction with this Bid may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter: I. Who is an employee, an agent, a Bidder, an officer, or elected or appointed official of the City of Greensboro or any designated public agency, or sub recipients and; II. Who exercises or has exercised any function or responsibilities with respect to assisted activities; or III. Who is in a position to participate in a decision making process or gain inside information with regard to such activities.
38. This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
39. Except as otherwise required by law, the City will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information which Bidder believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to the City. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. The Bidder shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information bears appropriate notices relating to its confidential character. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. The City will notify Proposer of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which Proposer has previously marked "Confidential", and if Proposer objects to the disclosure of any of the records responsive to the request, Proposer will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, and Bidder will enter an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Bidder objected. Bidder will indemnify, save harmless, and pay any and all attorney's fees incurred by the City and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of Bidder's objection to the release of the public records. Bidder will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of Bidder's objection to the release of the records requested pursuant to the North Carolina Public Records Act.
40. In the event that subcontracting is allowed by the City, Bidder shall ensure that steps are taken in accordance with the City's M/WBE Program to assure equal opportunity to subcontractors.
41. Bidder shall not assign or transfer any interest in this Contract without the prior written approval of the City.
42. The Parties in this Contract agree that Bidder is a Business Enterprise and that the relationship created by this contract is that of client and independent contractor. Bidder is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan.
43. In the performance of the work contemplated in this Contract, Bidder is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this Contract must meet the approval of the City (which shall not be unreasonably withheld) and shall be subject to City's general rights of inspection and direction to secure the satisfactory completion thereof.
44. Bidder agrees to maintain as current all applicable insurance, licenses and certifications required by law and any additional requirements specified by the City. Evidence of Insurance, license, and certification requirements shall be provided to the City's Procurement Services Division upon contract award and subsequently made available to the City for inspection at any time upon request of the City.
45. The Bidder certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North

Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Bidder also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

46. As of the date of this Contract, Bidder certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 et. seq. and that Bidder will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of Bidder certify that they are authorized by Bidder to make this certification. Contracts entered into in violation of this requirement will be void.
47. As of the date of this Contract, Bidder certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that Bidder will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of Bidder certify that they are authorized by the Bidder to make this certification. Contracts entered into in violation of this requirement will be void.
48. In making this Bid, Bidder understands and agrees to be subject to and bound by the policy, rules, and conditions set forth in the City's Local Preference Policy.

#### Fee Schedule

Line	Item Description	Qty	UOM	Cost	Ext. Amount
1	Thermoplastic Markings with and without layouts	1	DL	\$ 200,000.00	\$ 200,000.00

This space left blank intentionally.

City of Greensboro  
Contract # **2019-10787**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, in triplicate originals on the date written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**CITY OF GREENSBORO**

Department Director \_\_\_\_\_

City Manager \_\_\_\_\_

Deputy Finance Officer \_\_\_\_\_  
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to Form  
Assistant/Deputy/City Attorney \_\_\_\_\_

Attested by  
City Clerk \_\_\_\_\_

CORPORATE  
SEAL



**300 W. Washington Street**  
**Greensboro, NC 27401**  
**www.greensboro-nc.gov**

## Response For Supplier: Triad Road Maintenance Co Inc

**Event # :** 9723-2

**Name:** Thermoplastic Pavement Markings

**Reference:** Thermoplastic Pavement Markings

**Description:** The intent of this Request for Proposals is to receive bids for the installation of thermoplastic pavement markings per the attached specifications. The effective date of the contract shall be from March 1, 2020 through February 28, 2023. Although the City tries to maintain continuous access to the GePS website, service may be interrupted. Therefore, suppliers are encourage to submit bids 24 hours before the event closes.

**Preview Date:**

**Q & A Open Date:** 12/18/2019 02:01:00 PM

**Open Date:** 12/18/2019 12:30:00 PM

**Q & A Close Date:** 01/06/2020 02:00:00 PM

**Close Date:** 01/10/2020 02:00:00 PM

**Dispute Close Date:**

**Responded To:** 1 Out of 1 Lines \*\* This event has 1 line(s) with alternate responses

**Total Bid Amount:** 358,337.50 USD \*\* Amount does not include amounts from alternate responses

## Question Responses

Question	Answer	Attachment
Are you consider a "local bidder" per the attached local preference policy?	No	
Did you upload your required M/WBE affidavit per the attached specifications? Please attach here as well.	Yes	cog intent to perform.pdf
Are you prequalified with NCDOT for all of the following construction work codes: 1204 (Symbols, Characters, Markers, Non-Truck Lines) AND 1207 (Pavement Marking-Thermoplastic)?	Yes	ncdot approval.pdf
Have you completed and attached both sheets (with and without pavement layouts) of Appendix 1, Greensboro Department of Transportation Contract Bid Form?	Yes	cog appendix 1 quote with layout and without.pdf



## Response Attachments

### Attachment

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cog intent to perform.pdf

cog appendix 1 quote with layout and without.pdf

## Line Responses

### Line 1: Thermoplastic Without Layouts

**Description:** Enter a Bid Total (Appendix 1) from Thermoplastic Markings WITHOUT Layouts, per the attached specifications, on this line.  
Enter a Bid Total (Appendix 1) from Thermoplastic Markings WITH Layouts, per the attached specifications, as an alternate bid on this line.

**Item:** THERMOPLASTIC WITHOUT LAYOUTS      Thermoplastic Markings

**Commodity Code:** 968-61      Pavement Marking Services (Including Removal of Markings)

**Quantity:** 1.0000

**UOM:** DL

**Bid Quantity:** 1.0000

**Unit Price:** 358,337.50000

**Extended Price:** 358,337.50

**No Charge:** No

**No Bid:** No

**Vendor Item:** 1      thermoplastic without layouts

### Alternate response 1

**Bid Quantity:** 1.0000

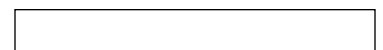
**Unit Price:** 329,960.00000

**Extended Price:** 329,960.00

**No Charge:** No

**Vendor Item:** 1

**Description:** thermo markings with layouts



**APPENDIX 1**

**Greensboro Department of Transportation**  
**CONTRACT BID FORM WITHOUT LAYOUTS**

Installation/Removal of Roadway Thermoplastic Markings/RPM's on an As Needed basis.

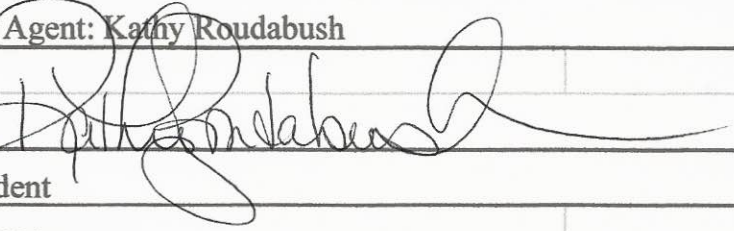
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID	AMT BID
1	Pavement Marking Lines (4" Skip Lines, White or Yellow, typically 10 feet long applied at 30 foot spacing's), 120 MILS. <b>*PRICING WITHOUT LAYOUTS*</b>	65,000	Lin. Ft.	0.65	\$ 42,250.00
2	Pavement Marking Lines (8" or 4" Mini-skip Lines, White or Yellow, typically 3 feet long applied @ 9 foot spacing's), 120 MILS. <b>*PRICING WITHOUT LAYOUTS*</b>	500	Lin. Ft.	0.65	\$ 325.00
3	Pavement Marking Lines (4" Solid White or Yellow, such as but not limited to Edge lines and Lane Lines), 120 MILS. <b>*PRICING WITHOUT LAYOUTS*</b>	100,000	Lin. Ft.	0.65	\$ 65,000.00
4	Pavement Marking Lines (4" Double Solid Yellow, applied in a pattern of 4" line 6" Space 4" line) 120 MILS. <b>*PRICING WITHOUT LAYOUTS*</b>	100,000	Lin. Ft.	1.3	\$ 130,000.00
5	Pavement Marking Lines (8" Gore, Crosswalk Lines White or Yellow), 120 MILS. <b>*PRICING WITHOUT LAYOUTS*</b>	10,000	Lin. Ft.	1.43	\$ 14,300.00
6	Pavement Marking Lines (24" White Stop Bar Lines) 120 MILS. <b>*PRICING WITHOUT LAYOUTS*</b>	500	Lin. Ft.	12	\$ 6,000.00
7	Special Markings (State Approved Pre-form Thermoplastic Directional Arrows, and Characters) 125MILS. <b>*PRICING WITHOUT LAYOUTS*</b> Excluding Bike Symbols	500	Ea.	64	\$ 32,000.00
8	Special Markings (State Approved Pre-form Thermoplastic Directional Bike Symbols) 125MILS. <b>*PRICING WITHOUT LAYOUTS*</b>	100	Ea.	150	\$ 15,000.00
9	Pavement Marking Lines (6" Solid White or Yellow, such as but not limited to Bike Lanes) 120MILS. <b>*PRICING WITHOUT LAYOUTS*</b>	45000	Lin. Ft.	0.92	\$ 41,400.00
10	Raised Pavement Markers	50	Ea.	2.5	\$ 125.00
11	Hot Spray Application 40MILS	5000	Lin. Ft.	0.23	\$ 1,150.00
12	Removal of Pavement Marking Line 4"	12000	Lin. Ft.	0.74	\$ 8,880.00
13	Removal of Pavement Marking Line 6"	200	Lin. Ft.	0.5	\$ 100.00
14	Removal of Pavement Marking Line 8"	300	Lin. Ft.	1	\$ 300.00
15	Removal of Pavement Marking Line 12"	50	Lin. Ft.	0.25	\$ 12.50
16	Removal of Pavement Marking Line 16"	50	Lin. Ft.	2	\$ 100.00
17	Removal of Pavement Marking Line 24"	300	Lin. Ft.	2.05	\$ 615.00
18	Removal of Pavement Marking characters/symbols	20	Ea.	39	\$ 780.00
<b>*Bid Total</b>					<b>\$ 358,337.50</b>

**\* Enter the Bid Total on the Lines Tab in GePS.**

Contractor: Triad Road Maintenance Co Inc

Address: 225 Sims Rd Reidsville NC 27320

APPENDIX 1

Federal Id Number: 56-2113284	
Contractor's License Number: na	
Authorized Agent: Kathy Roudabush	
	
Signature:	
Title: President	
Date: 1/7/2020	



**APPENDIX 1**

**Greensboro Department of Transportation**  
**CONTRACT BID FORM WITH LAYOUTS**

Installation/Removal of Roadway Thermoplastic Markings/RPM's on an As Needed basis.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID	AMT BID
1	Pavement Marking Lines (4" Skip Lines, White or Yellow, typically 10 feet long applied at 30 foot spacing's), 120 MILS. <b>*PRICING WITH LAYOUTS*</b>	65,000	Lin. Ft.	0.6	\$ 39,000.00
2	Pavement Marking Lines (8" or 4" Mini-skip Lines, White or Yellow, typically 3 feet long applied @ 9 foot spacing's), 120 MILS. <b>*PRICING WITH LAYOUTS*</b>	500	Lin. Ft.	0.6	\$ 300.00
3	Pavement Marking Lines (4" Solid White or Yellow, such as but not limited to Edge lines and Lane Lines), 120 MILS. <b>*PRICING WITH LAYOUTS*</b>	100,000	Lin. Ft.	0.6	\$ 60,000.00
4	Pavement Marking Lines (4" Double Solid Yellow, applied in a pattern of 4" line 6" Space 4" line) 120 MILS. <b>*PRICING WITH LAYOUTS*</b>	100,000	Lin. Ft.	1.2	\$ 120,000.00
5	Pavement Marking Lines (8" Gore, Crosswalk Lines White or Yellow), 120 MILS. <b>*PRICING WITH LAYOUTS*</b>	10,000	Lin. Ft.	1.37	\$ 13,700.00
6	Pavement Marking Lines (24" White Stop Bar Lines) 120 MILS. <b>*PRICING WITH LAYOUTS*</b>	500	Lin. Ft.	4.75	\$ 2,375.00
7	Special Markings (State Approved Pre-form Thermoplastic Directional Arrows, and Characters) 125MILS. <b>*PRICING WITH LAYOUTS*</b> Excluding Bike Symbols	500	Ea.	60	\$ 30,000.00
7	Special Markings (State Approved Pre-form Thermoplastic Directional Bike Symbols) 125MILS. <b>*PRICING WITH LAYOUTS*</b>	100	Ea.	150	\$ 15,000.00
8	Pavement Marking Lines (6" Solid White or Yellow, such as but not limited to Bike Lanes) 120MILS. <b>*PRICING WITH LAYOUTS*</b>	45000	Lin. Ft.	0.9	\$ 40,500.00
9	Raised Pavement Markers	50	Ea.	2.5	\$ 125.00
10	Hot Spray Application 40MILS	5000	Lin. Ft.	0.23	\$ 1,150.00
11	Removal of Pavement Marking Line 4"	12000	Lin. Ft.	0.5	\$ 6,000.00
12	Removal of Pavement Marking Line 6"	200	Lin. Ft.	0.4	\$ 80.00
13	Removal of Pavement Marking Line 8"	300	Lin. Ft.	0.8	\$ 240.00
14	Removal of Pavement Marking Line 12"	50	Lin. Ft.	0.2	\$ 10.00
15	Removal of Pavement Marking Line 16"	50	Lin. Ft.	2	\$ 100.00
16	Removal of Pavement Marking Line 24"	300	Lin. Ft.	2	\$ 600.00
17	Removal of Pavement Marking characters/symbols	20	Ea.	39	\$ 780.00
<b>*Bid Total</b>					<b>\$ 329,960.00</b>

**\* Enter the Bid Total as alternate bid in GePS.**

**Affidavit E1 Statement of Intent to Perform work without Subcontracting**

We, TRIAD ROAD MAINTENANCE CO. INC., hereby certify that it is our intent to perform 100% of the work required for the #9723 THERMOPLASTIC PAVEMENT MARKINGS Contract.  
(Name of Project & Contract Number)

In making this certification, the Bidder states the following:

1. That it is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without the use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding, if applicable to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Respondent to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

Date 1-6-23 Name of Authorized Officer Kathy Rozdabush  
Signature Kathy Rozdabush Title PRES  
State of NORTH CAROLINA County of Rockingham  
Notary Public Brianne B. Hammy My commission expires 11/24/23

SEAL





# Affidavit C1 – Subcontractor Utilization Commitment

Name of Prime Contractor: \_\_\_\_\_ Project Name: \_\_\_\_\_  
 The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

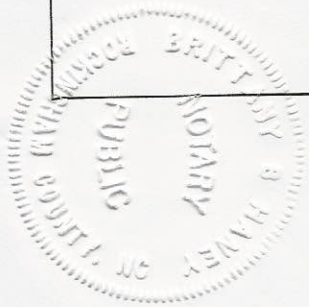
MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization
				NONE	
**Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro relevant marketplace will be counted towards the M/WBE goal(s).				Total NON-M/WBE Utilization Commitment	①
				Total MBE Utilization Commitment	①
				Total WBE Utilization Commitment	①
				(Submit Additional pages, if necessary)	

Pursuant to the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Plan, the Respondent certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

Date 1-6-20 Name of Authorized Officer KATHY Roudabush  
 Signature [Signature] Title PRES  
 State of NORTH CAROLINA County of ROCKINGHAM  
 Notary Public Brittany B. Hameley My commission expires 11/24/23

SEAL





**GREENSBORO**  
**NORTH CAROLINA**

REQUEST FOR PROPOSALS

Event #9723

Thermoplastic Pavement Markings  
Transportation Department

## **SECTION 1** **OVERVIEW**

**Request for Proposals (“RFP” or “Event”):** The City of Greensboro (“City”) hereby solicits and invites proposals from qualified Companies and Businesses (“Contractor”), with proven experience and expertise, to submit a response to the requirements outlined in this RFP and provide pricing for an annual contract to provide thermoplastic pavement markings for the Transportation Department.

**Period and Terms of Contractual Agreement:** The selected Contractor(s) will enter into a contract service agreement with the City to cover the proposed scope of work outlined in Section (2) two of this RFP. The contract term will be for three years. Services shall begin approximately on March 1, 2020 through February 28, 2023.

**Selection Process:** After the close of this RFP, Contractor proposals will be reviewed and evaluated for responsible and responsive submissions, and that all proposals have the required documents as outlined in the RFP (if required).

**Minimum Requirements:** Contractors must meet the minimum specifications and requirements contained in the RFP. Contractors are required to acknowledge all exceptions to the minimum specifications, terms and conditions in their proposals. Failure to do so may result in the response being deemed nonresponsive.

**Contractor must:**

- Meet the minimum insurance requirements
- Shall be prequalified with NCDOT for ALL of the following construction work codes: 1204 (Symbols, Characters, Markers, Non-Truck Lines) AND 1207 (Pavement Marking-Thermoplastic)
- Contractors must submit Appendix 1, Greensboro Department of Transportation Contract Bid Form with your response.
- Answer all questions on the event.

**RFP Questions:** Questions regarding this event may be submitted through the Greensboro Electronic Purchasing System (“GePS”). Answers will be posted in the system approximately by January 8, 2020.

**Rights of the City:** As a result of this RFP, the City reserves the right to accept or reject any and all proposals received in whole or in part, to waive minor technicalities, or to negotiate with all responsive and responsible Contractors. Further, the City reserves the right to award contract(s) in whole or in part, whichever is in the City’s best interest as it determines in its sole discretion.

**Due Date:** Submittals in response to this RFP are due to the City’s Procurement Services Division through GePS no later than January 10, 2020 by 2:00 PM EST by the City’s server for electronic submittal. Although the City tries to maintain continuous access to the GePS website, service may be interrupted. Therefore, suppliers are encouraged to submit proposals 24 hours prior to the bid closing. An unsubmitted bid is not acceptable.



### **Submission and Response Schedule**

RFP Issuance	December 19, 2019
Questions and Answers Period Open	December 19, 2019
Questions and Answer Period Closes	January 6, 2020 2:00 PM EST
RFP Submission Period Ends	January 10, 2020 2:00 PM EST
Anticipated Contractor(s) Award Notification	January 16, 2020
Anticipated Contract Executed Date	February 28, 2019
Anticipated Start Date(s) may vary	March 1, 2020
***Council Approval maybe required for some services***	

**Submittal Requirements:** Contractors submitting a proposal **must meet the minimum requirements and submit the following information with their response.**

1. Complete Appendix 1 – Greensboro Department of Transportation Contract Bid Forms Without and With Layouts.
2. Contractor shall be required to complete the appropriate M/WBE Forms (see attached and incorporated herein by reference affidavits) and submit with their response.
3. Contractor shall be required to answer the Local Preference question on the Event.
4. Contractor shall be required to answer NC DOT prequalification question on the Event.

### **M/WBE Participation Requirements**

The Annual Aspirational Goals for participation in City contracts are based upon M/WBE availability by industry in accordance with the City's 2018 Disparity Study findings. The City of Greensboro has Annual Aspirational Goals for overall M/WBE participation in City contracts.

The M/WBE Program Plan defines Annual Aspirational Goals as a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of Greensboro contracts. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. For a full definition of Annual Aspirational Goals, see section IV of the M/WBE Program Plan.

There are no contract specific M/WBE participation Goals assigned to this contract. While there are no M/WBE Goals assigned to this contract, the Respondent should make every reasonable effort to solicit M/WBE firms to participate as subcontractors, service providers and suppliers in the contract.

If a Respondent subcontracts any portion of the contract to subcontractors, service providers and/or suppliers, the information must be reported on Affidavit C1, Subcontractor Utilization Commitment.

If a Respondent would like to perform 100% of the work under a contract with its own workforce, it must submit Affidavit E1, Statement of Intent to Perform Work without Subcontracting.

If the Respondent is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Respondent will not be performing all work under the Contract with its own workforce, the City may reject the Respondent's Affidavit E1 and reject the proposal/bid as non-responsive.

The following certified Minority Group Members and/or women: African-Americans, Hispanic-Americans, Asian-Americans, Native Americans, and Non-Minority females are eligible to be counted for M/WBE participation in the contract are eligible to be counted for M/WBE participation in the contract.

For purposes of Certification, the City accepts minority and women owned firms that are certified by the State of North Carolina Department of Administration Historically Underutilized Business Office (HUB) <https://ncadmin.nc.gov/businesses/hub/hub-certification> or NC DOT North Carolina Department of Transportation <https://connect.ncdot.gov/business/SmallBusiness/Pages/Become%20a%20Certified%20DBE%20Business.aspx> and satisfies the City's eligibility requirements.

For questions about the City's eligibility requirements or the M/WBE Program, please contact the M/WBE Office at (336) 373-2674 or via email at [mwbegso@greensboro-nc.gov](mailto:mwbegso@greensboro-nc.gov).

### **M/WBE Program Policy Statement**

It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of race, color, religion, national origin, biological sex, age or on the basis of handicap or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace, which includes Alamance, Caswell, Chatham, Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin counties.

### **Commercial Nondiscrimination Policy**

"The undersigned Respondent hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will

constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A."

## **SECTION 2**

### **SCOPE OF SERVICES**

Contract Specifications for the Installation of Thermoplastic Pavement Markings, Raised Pavement Markers, Premark Arrows and Characters

#### **I. Description**

This contract is for the Installation of Transverse and Longitudinal Roadway Alkyd Thermoplastic Markings on an As Needed Basis within the City of Greensboro. Thermoplastic pavement markings shall be applied to newly paved streets that have been premarked with an interim stripe and to existing streets as directed by the Engineer.

All thermoplastic contractors shall be prequalified with NCDOT for ALL of the following construction work codes:

- 1204 (Symbols, Characters, Markers, Non-Truck Lines) AND
- 1207 (Pavement Marking- Thermoplastic)

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 Standard Drawings", the current edition of the "Manual on Uniform Traffic Control Devices".

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the "Standard Specifications for Roads and Structures 2012.

#### **II. Contract Time**

The date of availability for this project is March 1, 2020 through February 28, 2023.

#### **III. Authority of the Engineer**

The Engineer for this project shall be the City of Greensboro Director of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have

executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

#### IV. Supervision by Contractor

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

#### V. Subletting of Contract

The contractor shall not sublet, sell, transfer or assign any portion of this contract without written consent of the Engineer.

#### VI. Conformity with Contract

The presence of the Engineer or an inspector at the work site shall in no way lessen the contractors' responsibility for conformity with the provisions of this contract. Should the Engineer or inspector fail, for any reason, to point out work that does not conform to the plans and specifications, it shall in no way prevent later rejection of correction of unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

#### VII. Traffic Control and Work Zone Safety

The Contractor shall maintain traffic in accordance with Division 1/Section 150 of the Standard Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways, the attached standards and the following provisions:

a) The contractor shall furnish and place all warning and directional signs and other traffic control devices required to direct, control, and protect the traveling public while marking operations are in progress.

b) The contractor shall maintain the existing number of lanes of traffic at all times, except that in immediate area of placing or removal of pavement markings the contractor will be allowed to reduce traffic in one direction by one lane. Whenever placing or removal of pavement markings is not actively in progress on the main line, the contractor shall restore the normal lanes of traffic. The contractor shall move all equipment and materials from the shoulders and median at night.

c) The contractor shall not cross medians with equipment, except at properly designated interchanges.

d) Type C trailer-mounted or vehicle-mounted portable flashing arrow panels with alternate flashing directional arrows (capable of flashing either in the right or in the left direction on accordance with the MUTCD), shall be required on high speed multi-lane roads. This device shall have a minimum legibility of one mile and shall have 48" x 96" in size, and have a minimum of 15 panel lamps. Traffic cones may be used when necessary to provide protection of wet pavement markings.

Whenever work is performed adjacent to a travel lane or a lane is closed, the construction signing shall be as required by the Engineer in conformance with the MUTCD. At the completion of each working day, all warning signs and channelizing devices shall be removed from the roadway and the roadway opened to the normal flow of traffic. No direct payment for signing and traffic control items will be made, as it shall be considered incidental to the application of the pavement markings, and the cost of same shall be included in the unit price bid for the various items of the contract.

e) No work shall be done at night or on Holidays without prior approval of the Engineer.

## **SPECIAL PROVISIONS**

### **General Description**

The work covered by this special provision consists of marking the pavement surface with reflectorized alkylid thermoplastic pavement markings to direct and control the movement of traffic and shall consist of tracing existing pavement markings or placing new markings at locations premarked by City Forces. Some projects the contractor will be required to perform the premarking, Lay out and installation of all the markings. The markings shall be of the color, length, thickness and width as specified, or as directed by the Engineer. The Contractor shall furnish all materials, 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 Thermoplastic and Glass Beads:

1. Pavement Marking Lines (4" Skip Lines, White or Yellow, typically 10 feet long applied at 30 foot spacing's), 120 MILS.
2. Pavement Marking Lines (8" and 4" Mini-skip Lines, White or Yellow, typically 3 feet long applied @ 9 feet spacing's), 120 MILS.
3. Pavement Marking Lines (4" Solid White or Yellow, such as but not limited to Edge lines and Lane Lines), 120 MILS.
4. Pavement Marking Lines (4" Double Solid Yellow, applied in a pattern of 4" line 6" Space 4" line)

120 MILS

5. Pavement Marking Lines (8" Gore Lines, White or Yellow), 120 MILS
6. Special/Transverse Markings: (State Approved Pre-Form Directional Arrows, Characters)  
125MILS
7. Special/Transverse Pavement Marking Lines (24" White Stop Bar Lines) 120 MILS

Contractors will be required to possess the capabilities to install Special/Transverse Markings and Raised Pavement Markers.

The above items will be measured in cost per Arrow, Character and linear foot of 4" line.

**The above work must be completed within twenty-one (21) calendar days from date of notification by the City of Greensboro Department of Transportation, Traffic Operations Division.** Each notification will be for a minimum of 500 linear feet of Pavement Marking Lines.

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

## **Materials**

All materials shall meet the requirements of Division 10 shown below:

- Pavement Markers.....Section 1086
- Pavement Markings.....Section 1087

Of the North Carolina Department of Transportation Standard Specifications for Roads and Structures.

## **Ordering Information:**

Copies of the *Standard Specifications* and the *Roadway Standard Drawings* may be purchased through the Contract Standards and Development Unit:

North Carolina Department of Transportation  
Contract Standards and Development Unit-Manual Distribution  
1591 Mail Service Center  
Raleigh, NC 27699-1591  
Telephone: (919) 707-6944  
Website: <http://www.ncdot.gov/>

The order form is available at <http://www.ncdot.gov/business/order/puborder.html>.

Electronic copies of the *Standard Specifications* and the *Roadway Standard Drawings* are available for download on the Contract Standards and Development Unit's website at [http://www.ncdot.org/doh/preconstruct/ps/specifications/specifications\\_provisions.html](http://www.ncdot.org/doh/preconstruct/ps/specifications/specifications_provisions.html).

The contractor upon submittal of the bid will supply specifications identifying all materials used in the marking process for overview and approval by G.D.O.T.

### **Pavement Marking Observation Period**

Following completion of all work required to be completed; there will be a ten (10) day observation period for the pavement markings before final acceptance. 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. The contractor shall replace all pavement markings failing the requirements of this specification within fourteen (14) days following notification by the Engineer of such failing. All replacement pavement markings shall meet all requirements of this contract for a minimum of ten (10) calendar days after installation.

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 10-day observation periods, the 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 the effects of improper cleaning, application methods, or application equipment.

### **CONSTRUCTION METHODS**

#### **A. Description**

The work covered in this provision consists of installing Alkyd Thermoplastic Transverse and Longitudinal 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. Premarking Requirements (Where retracing is not involved and markings to be installed need to be premarked).**

Typically the Greensboro Department of Transportation shall lay out and install all pre-marking in their final proposed location and position for longitudinal + transverse lines prior to the contractor's actual placement of the pavement markings. The pavement markings shall not be installed until premarkings have been installed by the City of Greensboro Department of Transportation. However, some projects the Contractor will be required to be responsible for a 100% of layout, pre-marking and markings. **\*\*\* PLEASE FILLOUT THE BID FORMS TO INCLUDE YOUR PRICING FOR EACH LINE WHICH INCLUDES WITH AND WITHOUT LAYOUTS\*\*\*** Prior to final markings installation, the Engineer/ Inspector shall inspect and approve the Contractors layout and/or pre-mark.

#### **C. 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 to tangents, curves, and transitions. The finished lines shall be free from waviness, the lateral deviation of the finished line shall not exceed 1 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.

D. Maintenance

Pavement markings installed by the contractor which deteriorates, or which fail to adhere to the pavement, or which lacks reflectorization, shall be replaced by the contractor at no cost to the City. Pavement markings to be replaced shall be as determined by the Engineer.

E. Pavement Marking Thermoplastic Application and Equipment Requirements:

All thermoplastic markings shall be applied in accordance with Division 12, Pavement Markings, Markers and Delineation, of the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012. Each pass shall have an application of glass beads applied to the surface. The pavement shall be dry and free of glaze, oil, dirt, grease, or other foreign contaminants. Thermoplastic pavement markings shall not be applied unless the ambient air temperature and the temperature of the pavement are 50 degrees F. and rising.

Application equipment used shall be in accordance with Division 12.

Beads applied to the surface of the completed marking paint shall be applied in such a manner that the beads are dispensed almost instantly upon the line. The beads shall be spread uniformly over the entire surface of the thermoplastic.

The Contractor shall have the equipment and knowledge to apply Hot Spray Thermo Plastic at a minimum of 40 MILS. Contractor shall also have the equipment that will perform a Ribbon Thermo Application.

The contractor shall protect the marking until dry by placing guarding or warning devices as necessary. In the event any vehicle crosses the wet markings, such marking shall be reapplied and tracks made by the moving vehicles shall be removed by the contractor.

**Clean the Worksite**

The contractor shall clean the site of debris which results from installing the pavement markings. At the end of each work day, 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. The quantity of solid lines will be the summation of the linear feet of solid line measured end-to-end of the line. After each project the City Forces will re-measure Contractors measurements before payment.

## **Compensation**

The quantity of pavement marking lines, measured as provided above, will be paid for at the contract unit price per linear foot for "Pavement Marking Lines (type)". 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 thermoplastic, and replacing pavement marking failing during the 10 day observation period.

## **SECTION 3** **SUBMITTAL OF PRICING AND AWARD PROCESS**

**Rate:** On the Greensboro Department of Transportation Contract Bid Forms, enter unit price in the Unit Bid column for each item in the Contract Bid Form spreadsheets. The Amount Bid column will populate. After entering all your unit bids a Bid Total will populate at the bottom of each page. Enter the Bid Total from the Contract Bid Form Without Layouts in the Lines Tab in GePS. Enter the Bid Total from the Contract Bid Form With Layouts as an alternate bid in GePS.

Total price for the Contract Bid Form Without Layouts is to be submitted under the Lines Tab for the project. The total price for the Contract Bid Form With Layouts is to be submitted as an alternate bid in GePS.

The City anticipates an estimated annual expenditure of \$200,000.00 for this three year contract. The selected vendor will submit invoices based on the rate bid on the Contract Bid Forms.

## **Award Process**

**Selection of Award:** Contractor must meet all requirements and the minimums listed in the RFP and attached appendices. The City may engage in discussions with any potential Contractor prior to final determination and award.

### Award Matrix

Points	Selection Criteria
65	Lowest Price/Cost will receive all 65 points while each subsequent bidder will receive 5 points less than the previous based on pricing.
20	No OSHA violations. Capacity an equipment to perform work.
10	M/WBE Contractor = 10 points Subcontracting with an MWBE = 5 points
5	Meets Local Preference Policy = 5 points
100	<b>Total Score (rounded to nearest whole number)</b>