

75 Langley Drive | Lawrenceville, GA 30046-6935 0: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

August 30, 2023

# INVITATION TO BID BL126-23

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Pavement Marking Services on an Annual Contract** with four (4) one-year options to renew for the Department of Transportation.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on September 27, 2023** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time <u>will not be accepted</u>. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website <u>www.gwinnettcounty.com</u>.

**Questions** regarding bids should be directed to Olivia Graves, Purchasing Associate, at olivia.graves@gwinnettcounty.com or by calling 770-822-8734, no later than **3:00 PM on September 13**, **2023**. Bids are legal and binding upon the vendor when submitted.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible vendor(s) at its discretion.

Award notification will be posted after award on the County website, <u>www.gwinnettcounty.com</u> and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Olivia Graves

Purchasing Associate II

The following pages <u>should</u> be returned in duplicate as your bid: Bid Schedule, Pages 5-6 References, Page 7 Ethics Affidavit, Page 10 Everify Affidavit, Page 11

# **GENERAL REQUIREMENTS**

- A. Bids will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude.
- B. Bidders may be required to submit evidence setting forth qualifications, which entitle them for consideration as a responsible Contractor. A list of work of similar scope successfully completed within the last two years may be required including the location, size and list of equipment available for use on this project. Before accepting any bid, the County may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under this contract.
- C. Gwinnett County reserves the right to reject any or all bids, to waive informalities and to re-advertise. It is understood that all bids are made subject to this agreement. Gwinnett County reserves the right to decide which bid it deems lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the bidder, his financial responsibility, and work of this type successfully completed.
- D. It is the intent of the County to award the contract to a Primary Contractor and a Secondary Contractor so that Department projects can be completed in a timely manner. However, the County continues to reserve the right to award the contract in its best interest.
- E. The Primary Contractor will be the first company to be advised of a project. The County will consider the Primary Contractor's workload including the total number of projects in process, project deadlines, weather issues, emergencies, and other common circumstances to determine when to utilize the Secondary Contractor.
- F. The Secondary Contractor will be advised of a project when the Primary Contractor is unable to complete it.
- G. The projects performed by the Secondary Contractor will be dependent on project costs, project urgency such as in the case of a potentially dangerous situation.
- H. Both Contractors will be responsible for complying with all requirements listed in this Invitation to Bid. All interested bidders should review the approximate annual quantities listed in the Bid Schedule. By submitting a bid, you are confirming that you are capable of providing services for the estimated quantities listed. However, this is an on-demand contract and services will be requested on an as needed basis. Actual quantities may vary.
- Bidders are advised to examine the specifications carefully. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. Gwinnett County will not be responsible for bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations.
- J. Any unauthorized additions, conditions, limitations, or provisions attached to the bid may render it non-responsive and may be cause for rejection. Gwinnett County reserves the right to waive technicalities.
- K. Successful vendor must provide a certificate of insurance per attached requirements.
- L. The successful bidder will be required to start work on any given project described in this bid within ten (10) days of written and/or verbal notice from Gwinnett County Engineering/Traffic Division to proceed with this job unless otherwise agreed to by Gwinnett County Engineering/Traffic Division.

- M. The sites of the proposed work are at various locations within Gwinnett County, Georgia. The Contractor shall accept the sites in their present condition and carry out all work in accordance with the requirements of the specifications, as indicated.
- N. The Bid Documents contain the provisions required for the completion of the work to be performed pursuant to this contract. Information obtained from an officer, agent, or employee of Gwinnett County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the Conditions of the Contract. Each bidder is responsible for reading and being thoroughly familiar with the Bid Documents. The failure or omission of any bidder to so familiarize himself shall in no way relieve any bidder from any obligation in respect to his bid.
- O. All completed work of the successful bidder will be subject to the approval of the Gwinnett County Engineer prior to payment.
- P. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

# II PAVEMENT MARKING

PURPOSE: The purpose of this bid is to secure a contract for pavement marking services including:

- 1) Long-Line Paint
- 2) Long-Line Thermoplastic
- 3) Long Line Wet Reflective Thermoplastic
- 4) Intersection Thermoplastic

# SPECIFICATIONS

All work related to the contract must be performed by the successful bidder (**no subcontracting will be accepted**). The contractor must carry on with utmost diligence to complete the work at the earliest possible date.

- A. PAINTED LONG-LINE
  - 1. Paint and glass spheres to be furnished by the contractor and must meet GDOT's specifications 652.
  - 2. Pre-dotting and passing zones are Gwinnett County's responsibility.
  - 3. Paint to be applied at a minimum of 20-mils and have a dry thickness of a minimum of 15-mils.
  - 4. All traffic paint must be heated and applied at a minimum of 120°F.
  - 5. All other specifications shall meet Georgia Department of Transportation Standard Specifications, 2001 Section 652 Painting Traffic Stripe.

# B. THERMOPLASTIC LONG-LINE

- 1. All materials to be furnished by the contractor and must meet GDOT's specifications 653.
- 2. Pre-dotting and passing zones are Gwinnett County's responsibility.
- 3. Thermoplastic to be applied at a minimum of 90-mils for lane-lines and 60-mils for edge lines.
- 4. All other specifications shall meet Georgia Department of Transportation Standard Specifications 2001 Section 653 Thermoplastic Traffic Stripe.
- 5. All material shall be ALKYD.
- C. WET REFLECTIVE THERMOPLASTIC LONG LINE
  - 1. Thermoplastic with glass intermix and a drop of glass/wet reflective optics.
- D. THERMOPLASTIC INTERSECTION MARKINGS
  - 1. Materials to be furnished by contractor and must meet GDOT's specifications 653 & 659.
  - 2. Intersection pre-marking is Gwinnett County's responsibility.
  - 3. Layout to MUTCD Standards is the contractor's responsibility.
  - 4. Extruded thermoplastic to be applied at a minimum rate of 120-mils.
  - 5. All other specifications shall meet Georgia Department of Transportation Standard Specifications 2001 Section 653 Thermoplastic Traffic Stripe.
  - 6. All material shall be ALKYD.
- E. BID PRICES MUST INCLUDE

Materials: All Materials including those stated previously.

Layout: All markings to MUTCD standards.

<u>Cleaning</u>: Dust, Dirt, and loose debris on roadway. Pre-line tape shall be removed on new or resurfaced roads.

Traffic Control: Arrow boards, barricades, signs, cones, and flagmen as needed.

<u>Warranty:</u> Contractor will guarantee paint to be applied at required dimensions and to be reflective as specified without tracking.

- F. All thermoplastic markings are to be guaranteed to be applied at required dimensions and be reflective as specified without tracking. Thermoplastic markings are to be guaranteed for one year.
- G. Failure to meet specifications during the contract period shall mean the contractor is responsible for replacing the markings at no cost to Gwinnett County.

# **BID SCHEDULE**

Delivery will be F.O.B. Destination to: Various Locations throughout Gwinnett County

TEM #	APPROX ANNUAL QTY	UNIT OF MEASURE	DESCRIPTION	MATERIAL AND LABOR PRICING	TOTAL
1	50 Miles	Gross Mile	5" Skip (10:30) Thermoplastic		
2	50 Miles	Linear Mile	5" Solid Thermoplastic		
3	50 Miles	Gross Mile	5" Skip (10:30) Wet Reflective Thermoplastic		
4	50 Miles	Linear Mile	5" Solid Wet Reflective Thermoplastic		
5	500 Feet	Linear Foot	8" Solid Line		
6	500 Feet	Linear Foot	12" Solid Line	2" Solid Line	
7	500 Feet	Linear Foot	4" Solid Stop Bars		
8	500 Feet	Linear Foot	"Pavement Marking Eradication"		
9	30 Each	Each	8" Federal Curve Arrow	' Federal Curve Arrow	
10	10 Each	Each	9.5 Straight Arrow		
11	10 Each	Each	Combination Arrow	Combination Arrow	
12	30 Each	Each	Only	Only	
13	10 Each	Each	Stop		
14	5 Each	Each	School (single lane wide 8' x 9' 8")		
15	10 Each	Each	Railroad Crossing Symbol (thermoplastic)		

COMPANY NAME\_\_\_\_\_

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive.

Unless otherwise noted, quoted prices will remain firm for four (4) additional one-year renewal options. If a percentage increase or decrease will be a part of the renewal options for this bid, please note this in the space provided below together with an explanation.

Renewal Option 1:	% Increase	% Decrease (Explanation:)
Renewal Option 2:	% Increase	% Decrease (Explanation:)
Renewal Option 3:	% Increase	% Decrease (Explanation:)
Renewal Option 4:	% Increase	% Decrease (Explanation:)

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation

Date

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

Signature

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the <u>Electronic Payment</u> information in the instructions to bidders.

Legal Business Name

1	Ίf	vour com	nanv is	sanIIC	vou must identif	v all	nrincinal	s to include	addresses and	d phone numbers in	vour submittal)
L	••	<i>you</i> oomp	ouny ie	, an cco,	you muot fuciliti	,	printoipui				your oublinitial

Address					
Does your company currently have a location within Gwinnett County? Yes 🗌 No 🗌					
Representative Signature	Printed Name				
Telephone Number	Fax Number				
E-mail address					

#### FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

#### REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Dates
	Contact Person	Telephone
	E-Mail Address	
2.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Date
	Contact Person	Telephone
	E-Mail Address	
3.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Date
	Contact Person	Telephone
	E-Mail Address	
Comp	any Name	

# STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

- Statutory Workers' Compensation Insurance 1.
  - **Employers Liability:** (a)
    - ✓ Bodily Injury by Accident \$100,000 each accident

    - ✓ Bodily Injury by Disease \$500,000 policy limit
       ✓ Bodily Injury by Disease \$100,000 each employee
- **Commercial General Liability Insurance** 2.
  - \$500,000 limit of liability per occurrence for bodily injury and property damage (a)
    - (b) The following additional coverage must apply:
      - 1986 (or later) ISO Commercial General Liability Form ✓
      - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
      - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
      - Blanket Contractual Liability
      - ✓ Broad Form Property Damage
      - ✓ Severability of Interest
      - Underground, explosion, and collapse coverage
      - Personal Injury (deleting both contractual and employee exclusions)
      - ✓ Incidental Medical Malpractice
      - ✓ Hostile Fire Pollution Wording
- 3. Auto Liability Insurance

(a)

- (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
- (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
- (c) Additional Insured Endorsement
- (d) **Contractual Liability**
- Umbrella Liability Insurance \$1,000,000 limit of liability 4.
  - The following additional coverage must apply
  - Additional Insured Endorsement
  - ✓ Concurrency of Effective Dates with Primary
  - ✓ Blanket Contractual Liability
  - ✓ Drop Down Feature
  - ✓ Care, Custody, and Control Follow Form Primary
  - ✓ Aggregates: Apply Where Applicable in Primary
  - Umbrella Policy must be as broad as the primary policy
- Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional 5. insured on General Liability, Auto Liability and Umbrella Liability policies.
- The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation. 6.
- 7. Certificate Holder should read:
  - **Gwinnett County Board of Commissioners**
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
- Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain 8. Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
- 9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
- Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and 10.

- 11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
- 12 All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
- 13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- 14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- 15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- 16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- 17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
- 18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
- 19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- 20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Rev. 5/19



#### GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 0: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

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# **CODE OF ETHICS AFFIDAVIT**

# PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1	
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Company Submitting Bid/Proposal

- 2. Please select one of the following:
  - □ No information to disclose (complete only section 4 below)
  - □ Disclosed information below (complete section 3 & section 4 below)
- 3. If additional space is required, please attach list:

Gwinnett County Elected Official Name
Gwinnett County Elected Official Name
Sworn to and subscribed before me this
day of, 20
Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com** 



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 0: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

#### BL082-23, Pavement Marking Services on an Annual Contract

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#### CONTRACTOR AFFIDAVIT AND AGREEMENT

#### (THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Veri	fy * User Identification Number	Date Registered	
Legal	Company Name		
Street	Address		
City/S	State/Zip Code		
BY:	Authorized Officer or Agent (Contractor Signature)	Date	For Gwinnett County Use Only:
Title o	of Authorized Officer or Agent of Contra	ictor	Document ID #
Printe	ed Name of Authorized Officer or Agent		Issue Date:
	CRIBED AND SWORN BEFORE ME ON <sup>-</sup> DAY OF, 20		Initials:
Notar	y Public		

My Commission Expires: \_\_\_\_\_

\* As of the effective date of 0.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

BL082-23 FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

# BL126-23, Pavement Marking Services on an Annual Contract

# **Buyer Initials: OG**

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- \_\_\_\_ Do not offer this product or service; remove us from your bidder's list for this item only.
- \_\_\_\_ Specifications too "tight"; geared toward one brand or manufacturer only.
- \_\_\_\_ Specifications are unclear.
- \_\_\_\_ Unable to meet specifications.
- \_\_\_\_ Unable to meet bond requirements.
- \_\_\_\_ Unable to meet insurance requirements.
- \_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_ Insufficient time to respond.
- \_\_\_\_ Other

COMPANY NAME

AUTHORIZED REPRESENTATIVE

SIGNATURE

# **GWINNETT COUNTY**

# DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION

# GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS

# \*\*\*ATTENTION\*\*\*

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

- 1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
- 2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
- 3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
- 4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
- 5. FAILURE TO PROVIDE BID BOND, <u>WHEN REQUIRED</u>, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. <u>BID BONDS ARE NOT REQUIRED ON ALL</u> <u>SOLICITATIONS</u>. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
- 6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
- 7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

# I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

# II. DELIVERY

- A. Each vendor should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. should not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) should be stated. If calendar days are used, include Saturday, Sunday, and holidays in the number.

# III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It** 

is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal. This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

# IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

# V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid

submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

Withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

# VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications, shall be borne by the vendor.

# VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

# VIII. PATENT INDEMNITY

The vendor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor is not the patentee, assignee, or licensee.

# IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.** 

# X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

# XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

# XII. DELIVERY FAILURES

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

# XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

# XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

# XV. CONTRACT

Each submittal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the commodities or services described therein shall constitute a contract between the vendor and the County which shall bind the vendor on his part to furnish and deliver the

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articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the county shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

# XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

### XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

# XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the vendor of the vendor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

# XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the vendor. In the event of the County's termination of this agreement for convenience, the vendor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the vendor, which shall itemize each element of performance.

# **XX. SUBSTITUTIONS**

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

# XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

# XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

# XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

# XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

# XXV. AMERICANS WITH DISABILITIES ACT

All vendors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with

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Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

# XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

## XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See 0.C.G.A. §48-8-3(2) and 0.C.G.A. §48-8-63.

# XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by 0.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

# XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

# XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. §43-41-17).

# XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(0.C.G.A. §36-84-1).** 

# XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible

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property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

## XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

# XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: <u>vendorelectronicpayment@gwinnettcounty.com</u> and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online <u>Vendor Login and Registration</u> on the County's web site and update the requested information on the Direct Deposit tab or mail a <u>Direct Deposit Authorization Agreement</u> form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> <u>Gwinnett County Electronic Payments</u>.

# **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click <u>here</u> for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

# Section 652—Painting Traffic Stripe

# **652.1 General Description**

This work includes furnishing and applying reflectorized high build standard and high build wet weather traffic line paint according to the plans and these specifications.

This Item also includes applying words and symbols according to plan details, specifications, and the current Manual on Uniform Traffic Control Devices.

# 652.1.01 Definitions

Painted Stripes: Solid or broken (skip) lines. The location and color are designated on the plans.

Skip Traffic Stripes: Painted segments with unpainted gaps as specified on the plans. The location and color are designated on the plans.

# 652.1.02 Related References

## A. Standard Specifications

General Provisions 101 through 150.

Section 656-Removal of Pavement Markings

Section 870 - Paint

EPA Method 3052

EPA Method 6010

### **B. Referenced Documents**

ASTM	ASTM	Other
D711	E4941	AASHTO M 247
D3335	E1710	QPL 46, QPL 71
D3718	E2177	SOP 39
D4144		TT-P-1952E

# 652.1.03 Submittals

General Provisions 101 through 150.

# 652.2 Materials

Ensure that materials for painting traffic stripe, words, and symbols meet the following requirements:

### A. Traffic Line Paint

Material	Section	
Traffic Line Paint 6A and 6B	870.2.02.A.4 and 870.2.02.A.5	

#### **B.** Glass Spheres and Reflective Composite Optics

Use glass spheres and/or reflective composite optics for the reflective media system that ensures the high build paint pavement markings meet the reflectance performance requirements in Subsection 652.3.06. Do not use glass spheres and/or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to the most recent US EPA Methods 3052 and 6010, or other approved methods.

Ensure glass spheres meet the requirements of AAHTO M 247. Use glass spheres produced from an approved source listed on QPL 71. Glass beads conforming to an alternative gradation may be used provided all other requirements of AASHTO M 247 and this specification are met. Obtain approval from the Office of Materials and Research to use alternate gradations.

# 652.2.01 Delivery, Storage, and Handling

#### A. Storage

Ensure the paint does not cake, liver, thicken, curdle, gel, or show any other objectionable properties after storage for six months above 32 °F (0 °C).

#### **B.** Handling

Mix thoroughly before use.

# **652.3 Construction Requirements**

## 652.3.01 Personnel

General Provisions 101 through 150.

### 652.3.02 Equipment

#### A. Traveling Traffic Stripe Painter

Use a traffic stripe painter that can travel at a predetermined speed both uphill and downhill, applying paint uniformly. Ensure that the painter feeds paint under pressure through nozzles spraying directly onto the pavement.

Use a paint machine equipped with the following:

- 1. Three adjacent spray nozzles capable of simultaneously applying separate stripes, either solid or skip, in any pattern.
- 2. Nozzles equipped with the following:
  - Cutoff valves for automatically applying broken or skip lines
  - A mechanical bead dispenser that operates simultaneously with the spray nozzle to uniformly distribute glass spheres and/or reflective composite optics at an application rate to meet the reflectance performance requirements in Subsection 652.3.06.
  - Line-guides consisting of metallic shrouds or air blasts
- 3. Tanks with mechanical agitators
- 4. Small, portable applicators or other special equipment as needed

#### **B. Hand Painting Equipment**

Use brushes, templates, and guides when hand painting.

#### C. Cleaning Equipment

Use brushes, brooms, scrapers, grinders, high-pressure water jets, or air blasters to remove dirt, dust, grease, oil, and other foreign matter from painting surfaces without damaging the underlying pavement.

# 652.3.03 Preparation

Locate approved paint manufacturers on QPL 46.

Before starting each day's work, thoroughly clean paint machine tanks, connections, and spray nozzles, using the appropriate solvent.

Thoroughly mix traffic stripe paint in the shipping container before putting it into machine tanks.

Before painting, thoroughly clean pavement surfaces of dust, dirt, grease, oil, and all other foreign matter.

## 652.3.04 Fabrication

General Provisions 101 through 150.

### 652.3.05 Construction

#### A. Alignment

Ensure that the traffic stripe is the specified length, width, and placement. On sections where no previously applied markings are present, ensure accurate stripe location by establishing control points at spaced intervals. The Engineer will approve control points.

#### **B.** Application

Apply traffic stripe paint by machine. If areas or markings are not adaptable to machine application, use hand equipment.

1. Application Rate

Paint will be subject to application rate checks.

Apply 5 in (125 mm) wide traffic stripe at the following minimum rates:

- a. Solid Traffic Stripe Paint: At least 34 gal/mile (80 L/km)
- **b.** Skip Traffic Stripe Paint: At least 10 gal/mile (24 L/km)

NOTE: Change minimum rate proportionately for varying stripe widths.

#### 2. Thickness

Maintain 25 mils (0.58mm) minimum wet average thickness above the surface of the pavement.

- 3. Do not apply paint to areas of pavement when:
  - The surface is moist or covered with foreign matter.
  - Air temperature in the shade is below 50 °F (10 °C)
  - Wind causes dust to land on prepared areas or blows paint and glass spheres and/or reflective composite
    optics around during application
- 4. Apply a layer of glass spheres and/or reflective composite optics immediately after laying the paint. Apply glass spheres and/or reflective composite optics at a rate to meet the reflectance performance requirements in Subsection 652.3.06.

#### C. Protective Measures

Protect newly applied paint as follows:

1. Traffic

Control and protect traffic with warning and directional signs during painting. Set up warning signs before beginning each operation and place signs well ahead of the painting equipment. When necessary, use a pilot car to protect both the traffic and the painting operation.

2. Fresh Paint

Protect the freshly painted stripe using cones or drums. Repair stripe damage or pavement smudges caused by traffic according to Subsection 652.3.06.

#### D. Appearance and Tolerance of Variance

Continually deviating from stated dimensions is cause for stopping the work and removing the nonconforming stripe. (See Section 656—Removal of Pavement Markings.) Adhere to the following measurements:

1. Width

Do not lay stripe less than the specified width. Do not lay stripe more than 1/2 in. (13 mm) over the specified width.

2. Length

Ensure that the 10 ft. (3 m) painted skip stripe and the 30 ft. (10 m) gap between painted segments vary no more than  $\pm$  1 ft. (300 mm) each.

- 3. Alignment
  - a. Ensure that the stripe does not deviate from the intended alignment by more than 1 in. (25 m) on straight lines or curves of 1 degree or less.
  - b. Ensure that the stripe does not deviate by more than 2 in. (50 mm) on curves exceeding 1 degree.

# 652.3.06 Quality Acceptance

#### A. General

For a minimum of 30 days from the time of placement, ensure the high build traffic paint pavement marking material shows no signs of failure due to blistering, excessive cracking, shipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event that failures mentioned above occur, ensure corrective work is completed at no additional cost to the Department.

Obtain pavement marking retro-reflectivity values with a 30-meter geometry retro-reflectometer.

#### **B.** Initial Retro-reflectivity

1. Longitudinal Lines

Within 30 days of installation, ensure the in-place markings meet the following minimum reflectance values:

a. High Build Wet Weather Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>
Wet recovery (ASTM E 2177)	150 mcd/lux/m <sup>2</sup>	100 mcd/lux/m <sup>2</sup>

#### b. High Build Standard Traffic Paint

	White	Yellow	
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>	

For each center line, edge line, and skip line, measure retro-reflectivity 9 times for each mile; 3 times within the first 500 feet, 3 times in the middle, and 3 times within the last 500 feet. For projects less than one mile in length, measure retro-reflectivity 9 times as above.

Record all retro reflectivity measurements on the form OMR CVP 66 in SOP 39.

2. Messages, Symbols, and Transverse Lines

Within 30 days of installation, ensure the in-place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 275 mcd/lux/m<sup>2</sup>.

Perform at a minimum, one retro-reflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile for locations other than intersections (i.e. school messages, railroad messages, bike symbols etc.)

#### C. Six Month Retro-reflectivity (Longitudinal Lines)

Maintain the following minimum reflectance values for 180 days after installation:

a. Wet Weather High Build Wet Weather Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>
Wet recovery (ASTM E 2177)	150 mcd/lux/m <sup>2</sup>	100 mcd/lux/m <sup>2</sup>

#### b. High Build Standard Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>

Retest the in-place markings according to Subsection 652.3.06.B.1, 180 days after installation to ensure these minimum retroreflectance values are maintained.

NOTE: The Contractor is responsible for retro-reflectivity testing. Furnish initial test results to the Engineer within 30 days of application. Furnish 6-month test results to the Engineer within 180 days of application or prior to final acceptance, whichever comes first.

#### D. Thickness

At the time of installation, check the thicknesses on all skip lines, edge lines and center lines according to ASTM D 4114.

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile; once within the first 500 ft., once in the middle, and once within the last 500 ft. For projects less than one mile in length, measure the thickness above the pavement 3 times.

Record thickness measurements on the form OMR CVP 66 in SOP 39.

Submit results to the Engineer.

#### E. Corrective Work

For each mile section, if paint stripe fails to meet plan details or specifications or deviates from stated dimensions, correct it at no additional cost to the Department. If removal of pavement markings is necessary, perform it according to Section 656 and place it according to this specification. No additional payment will be made for removal and replacement of unsatisfactory striping. Ensure corrective work is completed at no additional cost to the Department. Perform testing according to this specification. Any retest due to failures will be performed at no additional cost to the Department. Furnish all test reports to the Department.

Retro-reflectivity and Thickness Longitudinal Line Deficiency: A deficiency will ensure when two or more Location Average results as recorded on form OMR CVP 66 within a One-Mile Section do not meet the performance criteria herein. The entire line within this one-mile section will be determined to be deficient. If the evaluated section is less than 1.0 mile, a single Location Average result not meeting the performance criteria herein will result in the entire line to be determined to be deficient. Retro-reflectivity Transverse Markings and Symbol Deficiency: A single Location Average result on the marking or symbol not meeting the performance criteria herein will result in the marking or symbol to be determined to be deficient.

#### F. Acceptance Criteria

Ensure that stripes and segments of stripes are clean-cut and uniform. Markings that do not appear uniform or satisfactory, either during the day or night, or do not meet specifications, will be corrected at the Contractor's expense. Paint will be subject to application rate checks.

1. Correction of Alignment

When correcting a deviation that exceeds the permissible tolerance in alignment, do the following:

- a. Remove the affected portion of stripe, plus an additional 25 ft. (8 m) in each direction according to Section 656—Removal of Pavement Markings.
- **b.** Paint a new stripe according to these specifications.
- 2. Removal of Excess Paint

Remove misted, dripped, or spattered paint to the Engineer's satisfaction. Do not damage the underlying pavement during removal.

Refer to the applicable portions of Section 656-Removal of Pavement Markings.

# 652.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

# 652.4 Measurement

When traffic stripe is paid for by the square yard (meter), the number of square yards (meters) painted is measured and the space between stripes is included in the overall measurement.

Linear measurements are made on the painted surface by an electronic measuring device attached to a vehicle. On curves, chord measurements, not exceeding 100 linear feet (30 linear meters), are used.

Traffic stripe and markings, complete in place, are measured and accepted for payment as follows:

#### A. Solid Traffic Stripe

Solid traffic stripe is measured by the linear foot (meter), linear mile (kilometer), or square yard (meter). Breaks or omissions in solid lines or stripes at street or road intersections are not measured.

#### B. Skip Traffic Stripe

Skip traffic stripe is measured by the gross linear foot (meter) or gross linear mile (kilometer). Unpainted spaces between the stripes are included in the overall measurements if the plan ratio of 1 to 3 remains uninterrupted. Measurement begins and ends on a stripe.

#### C. Pavement Markings

Markings are words and symbols completed according to plan dimensions. Markings are measured by the unit.

# 652.4.01 Limits

General Provisions 101 through 150.

# 652.5 Payment

Payment will be full compensation for the work under this section, including the following:

- Cleaning and preparing surfaces
- Furnishing materials, including paints, beads, and thinners
- Applying, curing, and protecting paints
- Protecting traffic, including providing and placing necessary warning signs
- Furnishing tools, machines, and other equipment necessary to complete the Item

Payment will be made under:

Item No. 652	Solid traffic stripe, in. (mm), (color)	Per linear mile (kilometer)
Item No. 652	Skip traffic stripe,in. (mm), ( <u>color)</u>	Per gross linear mile (kilometer)
Item No. 652	Solid traffic stripe,in. (mm), (color)	Per linear foot (meter)
Item No. 652	Skip traffic stripe,in. (mm), ( <u>color</u> )	Per gross linear foot (meter)
Item No. 652	Pavement markings, words, and symbols, (color)	Per each
Item No. 652	Traffic stripe,in. (mm), ( <u>color</u> )	Per square yard (meter)
Item No. 652	Solid traffic stripe, High Build Wet Weather, in. (mm), (color)	Per linear mile (kilometer)
Item No. 652	Skip traffic stripe, High Build Wet Weather, in. (mm), (color)	Per gross linear mile (kilometer)
Item No. 652	Solid traffic stripe, High Build Wet Weather,in. (mm), (color)	Per linear foot (meter)
Item No. 652	Skip traffic stripe, High Build Wet Weather,in. (mm), (color)	Per gross linear foot (meter)
Item No. 652	Pavement markings, High Build Wet Weather, words, and symbols, ( <u>color</u> )	Per each
Item No. 652	Traffic stripe, High Build Wet Weather,in. (mm), (color)	Per square yard (meter)

# 652.4.01 Adjustments

General Provisions 101 through 150.

# Section 653—Thermoplastic Traffic Stripe

# **653.1 General Description**

This work includes furnishing and applying standard, wet weather, and audible profiled thermoplastic reflectorized pavement marking compound. Ensure markings conform to plan details and locations, these specifications, and the Manual on Uniform Traffic Control Devices.

Thermoplastic traffic stripe consists of solid or broken (skip) lines, words, and symbols according to plan color, type, and location.

# 653.1.01 Definitions

Thermoplastic Marking Compound: A heated compound extruded or mechanically sprayed on the pavement that cools to pavement temperature. When combined with glass spheres and/or reflective composite optics it produces a reflectorized pavement marking.

Short Lines: Crosswalks, stop bars, arrows, symbols, and crosshatching. Extrude short lines rather than spraying them on.

# 653.1.02 Related References

#### A. Specifications

Section 656-Removal of Pavement Markings

#### **B. Referenced Documents**

**QPL 46 QPL 71 SOP 37 SOP 38 SOP 39** Federal Test Standard Number 595B Federal Test Standard Number 695B AASHTO M 247 AASHTO M 249 ASTM D 92 ASTM D 476 ASTM D 2240 ASTM D 4960 **ASTM F 1710 ASTM E 2177** 40 CFR 261.24 EPA Method 3050 EPA Method 3052 EPA Method 6010 EPA Method 7000A

# 653.1.03 Submittals

Ensure the producers of the thermoplastic compound and the producers of both the intermix and drop-on glass spheres furnish to the Department copies of certified test reports showing results of all tests specified in this Section. Also ensure that producers certify that the materials meet the other requirements of this Section by submitting copies of certification at the time of sampling.

# 653.2 Materials

### A. General Characteristics of Thermoplastic

Use thermoplastic material produced from an approved source listed on QPL 46. Use thermoplastic material that meets the requirements of AASHTO M 249 with the following exceptions:

1. Material Composition

Ensure the resin of the thermoplastic material is an alkyd binder. Ensure the alkyd binder consists of a mixture of synthetic resins and a high boiling point plasticizer. Ensure at least one synthetic resin is a solid at room temperature. Ensure at least 50 percent of the binder composition is 100 percent maleic-modified glycerol ester resin. Ensure at least 18 percent by weight of the entire material formulation consists of binder. Do not use alkyd binder that contains petroleum-based hydrocarbon resins. Ensure the finished thermoplastic material is not adversely affected by contact with pavement materials or by petroleum droppings from traffic. Use thermoplastic material that has been evaluated (2-year field evaluation) by the National Transportation Product Evaluation Panel (NTPEP) test facility or other approved test facility.

2. Suitability for Markings

Use thermoplastic material that is especially compounded for traffic markings and has the following characteristics:

- Prevents markings from smearing or spreading under normal traffic conditions at temperatures below 120 °F (49 °C)
- Gives a uniform cross section, with pigment evenly dispersed throughout the material
- Has a uniform material density and character throughout its thickness
- Allows the stripe to maintain its original dimensions and placement
- Ensures that the exposed surface is free from tack and is not slippery when wet
- Does not lift from the pavement in freezing weather
- Has cold ductility properties that permit normal movement with the road surface without chipping
   or cracking

# 3. Color

Confirm the color of thermoplastic by providing data from the manufacturer to the Area Manager as follows:

a. White – Use titanium dioxide that meets the requirements of ASTM D 476, Type II, Rutile, as the pigment for white thermoplastic material. Do not use anatase titanium dioxide pigment. Ensure thermoplastic material is free from dirt or tint. Ensure white thermoplastic material heated for 240 ± 5 minutes at 425 ± 3 °F (218 ± 3 °C) and cooled to 77 ± 3 °F (25 ± 2 °C) matches Federal Test Standard Number 695B-Color 17925. Ensure that the Y tristimulus value is measured to be a minimum value of 45. Ensure the material, when compared to the magnesium oxide standard using a standard color spectrophotometer according to ASTM D 4960, meets the following:

Scale	Definition	Magnesium Oxide Standard	Sample
Rd	Reflectance	100	75 min.
а	Redness-Greenness	0	-5 to + 5
b	Yellowness-Blueness	0	-10 to + 10

b. Yellow – Use only non-hazardous pigments as defined by the Resource Conservation and Recovery Act (RCRA) Subarticle C rules, table 1 of 40 CFR 261.24 "Toxicity Characteristic". Do not use yellow thermoplastic containing more than 3.0 ppm lead by weight when tested in accordance with the most recent

EPA Methods 3050 and 6010 or 7000. Ensure yellow thermoplastic material heated for  $240 \pm 5$  minutes at  $425 \pm 3$  °F ( $218 \pm 2$  °C) and cooled to 77  $\pm 3$  °F ( $25 \pm 2$  °C) matches AMS-STD-595. Ensure that the Y tristimulus value is measured to be a minimum value of 45. Ensure the material, when compared to PR#1 Chart using a standard color spectrophotometer according to ASTM D 4960, plots within the following chromaticity coordinates:

	1	2	3	4
X	0.455	0.510	0.472	0.530
Y	0.444	0.485	0.400	0.456

- c. Black The black pigment must produce a completely opaque, black stripe when applied on the road and after 70 hr of weatherometer exposure in accordance with ASTM G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass. Ensure that Y tristimulus value is measured to be a maximum value of 5.
- **d.** Ensure the in-service daytime chromaticity for yellow, white, and black material plots within the following coordinates after a period of 30 days:

	1		2	2		3	4	4
	x	У	x	У	x	У	x	У
White	0.290	0.315	0.310	0.295	0.350	0.340	0.330	0.360
Yellow	0.435	0.429	0.510	0.485	0.449	0.377	0.530	0.456
Black	0.355	0.355	0.305	0.305	0.285	0.325	0.335	0.375

4. Indentation Resistance

Measure the hardness by a Shore Durometer, Type A2, as described in ASTM D 2240. Maintain the temperature of the Durometer, 4.4 lb. (2 kg) load and the specimen for 2 hours at 115 °F (45 °C). Apply the Durometer and 4.4 lb. (2 kg) load to the specimen. The reading must fall between 50 to 75 units, after 15 seconds.

5. Reheating

Ensure that the compound does not break down, deteriorate, scorch, or discolor if held at application temperature of 425 °F (218 °C) for 6 hours and if reheated up to 4 times to the application temperature. Ensure that the color of white and yellow thermoplastic comply with Subsection 653.2.A.3.a and Subsection 653.2.A.3.b after prolonged heating or reheating.

6. Intermixed Glass Spheres and Reflective Composite Optics

Ensure glass spheres meet the requirements of AASHTO M 247.

Do not use glass spheres and /or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to US EPA Methods 3052 and 6010C, or other approved methods.

7. Flashpoint

Ensure the thermoplastic flashpoint is not less than 500 °F (260 °C) as determined by ASTM D 92.

### B. Drop-On Glass Spheres and Reflective Composite Optics

Ensure glass spheres meet the requirements of AASHTO M 247. Use spheres produced from an approved source listed on QPL 71. Glass spheres conforming to an alternative gradation may be used provided all other requirements of AASHTO M 247 and this specification are met. Do not use glass spheres and /or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to US EPA Methods 3052 and 6010C, or other approved methods.

#### C. Sealing Primer

Place the particular type of binder-sealer at the application rate as recommended in writing by the thermoplastic material manufacturer.

# 653.2.01 Delivery, Storage, and Handling

Use material delivered in 50 lb .(22.7 kg) unit cardboard containers or bags strong enough for normal handling during shipment and on-the-job transportation without loss of material.

Ensure that each unit container is clearly marked to indicate the following:

- Color of the material
- Process batch number or similar manufacturer's identification
- Manufacturer's name
- Address of the plant
- Date of manufacture

# **653.3 Construction Requirements**

# 653.3.01 Personnel

General Provisions 101 through 150.

# 653.3.02 Equipment

Depending on the marking required, use hand equipment or truck-mounted application units on roadway installations.

#### A. Application Machine

Ensure that each application machine is equipped with the following features:

- Parts continuously mix and agitate the material.
- Truck-mounted units for lane, edge, and center lines operate at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of striping material and capable of following straight lines and making normal curves in a true arc.
- Conveying parts between the main material reservoir and the shaping die or gun prevent accumulation and clogging.
- Parts that contact the material are easily accessible and exposable for cleaning and maintenance.
- Mixing and conveying parts, including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element-controlled heat. Do not use an external source of direct heat.
- Parts provide continuously uniform stripe dimensions.
- Applicator cleanly and squarely cuts off stripe ends and applies skip lines. Do not use pans, aprons, or similar appliances that the die overruns.
- Parts produce varying widths of traffic markings.
- Applicator is mobile and maneuverable enough to follow straight lines and make normal curves in a true arc.

#### **B.** Automatic Bead Dispenser

Apply glass spheres and/or reflective composite optics to the surface of the completed stripe using a dispenser attached to the striping machine to automatically dispense the beads/optics instantaneously upon the installed line. Synchronize the glass sphere/optics dispenser cutoff with the automatic cutoff of the thermoplastic material.

#### C. Special Kettles

Use special kettles for melting and heating the thermoplastic material. Use kettles equipped with automatic thermostatic control devices that provides positive temperature control and prevents overheating. Ensure that the applicator and kettles are equipped and arranged according to the requirements of the National Fire Underwriters.

#### **D. Hand Equipment**

Use hand equipment for projects with small quantities of lane lines, edge lines, and center lines, or for conditions requiring the equipment. Use hand equipment approved by the Engineer.

Ensure hand equipment can hold 150 lbs. (68 kg) of molten material and is maneuverable to install crosswalks, arrows, legends, lane, edge, and center lines.

#### E. Auxiliary Vehicles

Supply the necessary auxiliary vehicles for the operation.

### 653.3.03 Preparation

For asphaltic concrete pavement, do not begin placement of thermoplastic striping until 15 calendar days after completion of the final surface course.

### 653.3.04 Fabrication

General Provisions 101 through 150.

# 653.3.05 Construction

#### A. General Application

Notify the Engineer prior to the placement of the thermoplastic materials. Furnish the Engineer with the manufacturer's name and batch numbers of the thermoplastic materials and glass spheres to be used. Ensure that the approved batch numbers appear on the thermoplastic materials and glass spheres packages.

Thoroughly clean pavement areas to be striped. Use hand brooms, rotary brooms, air blasts, scrapers, or other approved methods that leave the pavement surface clean and undamaged. Take care to remove all vegetation and road film from the striping area. Ensure all new Portland cement concrete pavement surfaces are mechanically wire brushed or abrasive cleaned to remove all laitance and curing compound before being striped.

Lay stripe with continuous uniform dimensions.

Apply the type of stripe at each location according to the Plans, using one of the following methods:

- Spray techniques
- Extrusion methods wherein one side of the shaping die is the pavement and the other three sides are contained by or are part of the suitable equipment to heat and control the flow of material.
- Extrusion methods using a pressurized ribbon gun to control the application of material.
- 1. Temperature

Apply thermoplastic traffic stripe only when the pavement temperature in the shade is above 40 °F (4 °C). To ensure optimum adhesion, install the thermoplastic material in a melted state at the manufacturer's recommended temperature but not at less than 375 °F (190 °C).

2. Moisture

Do not apply when the surface is moist. When directed by the Engineer, perform a moisture test on the Portland cement concrete pavement surface. Perform the test as follows:

- a. Place approximately 1 yd<sup>2</sup> (1m<sup>2</sup>) of roofing felt on the pavement surface.
- b. Pour approximately 1/2 gallon (2 L) of molten thermoplastic onto the roofing felt.
- c. After 2 minutes, lift the roofing felt and inspect to see if moisture is present on the pavement surface or underside of the roofing felt.
- **d.** If moisture is present, do not proceed with the striping operation until the surface has dried sufficiently to be moisture free.
- 3. Sealing Primer

To ensure optimum adhesion, apply a binder-sealer material before installing the thermoplastic in each of the following cases:

- Where directed by the Engineer for sprayed thermoplastic
- Old asphaltic concrete pavements with exposed aggregates
- Portland cement concrete pavements
- Bridge Deck Polmer Overlay

Ensure that the binder-sealer material forms a continuous film that mechanically adheres to the pavement and dries rapidly. Use a-binder-sealer currently in use and recommended by the thermoplastic material manufacturer according to QPL 46.

Apply the binder-sealer immediately in advance of, but concurrent with, the application of the thermoplastic material. Apply in a continuous film over the pavement surface.

4. Bonding to Old Stripe

If the old stripe is to be renewed by overlaying with new material, ensure the new material bonds to the old line without splitting or cracking.

5. Offset from Construction Joints

Off-set longitudinal lines at least 2 in (50 mm) from construction joints of Portland cement concrete pavements.

- Crosswalks, Stop Bars, and Symbols
   Make crosswalks, stop bars, and symbols at least 3/32 in (2.4 mm) thick at the edges and no more than 3/16 in (4.8 mm) thick at the center.
- 7. Thickness
  - a. Maintain the following minimum average dry thicknesses above the surface on all types of pavements
    - 0.090 in. (2.3 mm) \* for lane lines
    - 0.060 in. (1.5 mm) \* for edge lines
    - 0.120 in. (3.0 mm) \* for gore area lines
    - 0.120 in. (3.0 mm) \* for polmer overlay edge lines and lane lines

(See below for '\*' reference.)

Compute the minimums by the amount of material used each day, as follows:

(For 6 in wide stripe)	
* Average Thickness (in) =	[(lbs. used) ÷ (total linear feet )] x 0.236
(For 150 mm wide stripe)	
*Average Thickness (mm) =	[(kg used) ÷ (total linear meters )] x 4.0
(For 10 in wide stripe)	
* Average Thickness (in) =	[(lbs. used) ÷ (total linear feet )] x 0.118
(For 250 mm wide stripe)	
* Average Thickness (mm) =	[(kg used) ÷ (total linear meters )] x 2.0

- Audible Profiled Thermoplastic Apply a flat edge line having a thickness of 0.100 inches 0.150 inches (100 mils 150 mils) above the surface on all types of pavements, exclusive of bumps.
- 8. Glass Spheres and Reflective Composite Optics
  - a. Apply glass spheres and/or reflective composite optics to installed stripe surface above the minimum rate recommended by the thermoplastic material manufacturer to produce the required retro-reflectivity value in accordance with Subsection 653.3.06.
  - b. Apply the glass sphere and/or reflective composite optics top-coating with a pressure-type gun specifically designed for applying glass spheres and/or reflective composite optics that will embed at least one-half of the sphere's and optic's diameter into the thermoplastic immediately after the material has been applied to the pavement.
  - **c.** Audible Profiled Thermoplastic– Apply glass sphere and/or reflective composite optics to all markings at the rates determined by the manufacturer's recommendations as identified in the APL system.
- 9. Dimensions of Raised Bumps:
  - a. Apply the raised bumps with a profile such that the leading and trailing edges are sloped at a sufficient angle to create an audible and vibratory warning.
  - b. Bumps on the edge line and centerline marking shall be at least 0.45 in. (11 mm) at the highest point of the bump, above the pavement surface including the base line. The height measures after the application of the drop-on retroreflective elements or glass spheres.
  - **c.** Bumps shall have a minimum baseline coverage dimension of 2.5 in. (65 mm) in both the transverse and longitudinal directions.
  - d. The bumps may have a drainage channel. The width of each drainage channel will not exceed 0.25 in.
     (6 mm) at the bottom of the channel. The longitudinal distance between bumps shall be approximately 30 in. (762 mm).

### **B.** Removing Existing Stripe

Remove existing stripe according to Section 656.

Remove 100 percent of existing traffic stripe from:

- Portland cement concrete pavement where the new stripe will be placed at the same location as the existing marking
- Pavement where the new stripe will be placed at a different location from the existing markings

#### C. Tolerance and Appearance

- a. No traffic stripe shall be less than the specified width and shall not exceed the specified width by more than 1/2 in. (13 mm). The length of the 15 ft. (4.5 m) segment for skip stripe and the 25 ft. (7.5 m) gap between segments may vary plus or minus 1 ft. (300 mm). The alignment of the stripe shall not deviate from the intended alignment by more than 1 in. (25 mm) on straight lines. On curves up to and including 1 degree (radius of 1745 m or greater), the alignment of the stripe shall not deviate from the intended alignment by more than 1 in. (25 mm). On curves exceeding 1 degree (radius less than 1745 m), the alignment of the stripe shall not deviate from the intended alignment by more than 1 in. (25 mm).
- b. Stop work when deviation exceeds the above dimensions and remove the nonconforming stripe.
- c. No more than 1 percent of the bumps or more than three consecutive bumps are missing or broken (less than half a bump remaining) within the first 45 days under traffic, replace all failed bumps at no cost to the Department.
- **d.** If the bumps are replaced and more than 2 percent of the replaced bumps fail within the first 45 days under traffic, the replacement period will be extended an additional 45 days from the date all replacement bumps were installed.
- e. If at the end of the additional 45 days more than 2 percent of all bumps (initial and replacement) fail, replace all failed bumps at no expense to the Department.

#### D. Traffic Marking Protection (Audible Profile Thermoplastic)

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

### 653.3.06 Quality Acceptance

#### A. General

For a minimum of 30 days from the time of placement, ensure the thermoplastic pavement marking material and/or audible profiled thermoplastic shows no signs of failure due to blistering, excessive cracking, chipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event that failures mentioned above occur, ensure corrective work is completed at no additional cost to the Department.

Obtain pavement marking retroreflectivity values with a 30-meter geometry retro-reflectometer.

#### **B.** Initial Retroreflectivity

1. Longitudinal Lines

Within 30 days of installation, ensure the in-place markings meet the following minimum reflectance values:

a. Standard

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m <sup>2</sup>	300mcd/lux/m <sup>2</sup>

#### b. Wet Weather

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m <sup>2</sup>	300 mcd/lux/m <sup>2</sup>
Wet recovery (ASTM E 2177)	150 mcd/lux/m <sup>2</sup>	125 mcd/lux/m <sup>2</sup>

c. Audible Profile Thermoplastic

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>

For each center line, edge line, and skip line, measure retroreflectivity 9 times for each mile; 3 times within the first 500 ft. (152 m), 3 times in the middle, and 3 times within the last 500 ft. (152 m). For projects less than one mile (1600 m) in length, measure retroreflectivity 9 times as above.

Record all retroreflectivity measurements on the form OMR CVP 66 in SOP 39.

2. Messages, Symbols, and Transverse Lines

At the time of installation, ensure the in-place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 275 mcd/lux/m<sup>2</sup>.

Perform at a minimum, one retroreflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile (1600 m) for locations other than intersections (i.e. school messages, railroad messages, bike symbols etc.)

#### C. Six Month Retroreflectivity (Longitudinal Lines)

Maintain the following minimum reflectance values for 180 days after installation:

1. Standard

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m <sup>2</sup>	300 mcd/lux/m <sup>2</sup>

#### 2. Wet Weather

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m <sup>2</sup>	300 mcd/lux/m <sup>2</sup>
Wet recovery (ASTM E 2177)	150 mcd/lux/m <sup>2</sup>	125 mcd/lux/m <sup>2</sup>

#### **3.** Audible Profile Thermoplastic

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>

Retest the in-place markings according to Subsection 653.3.06.B.1, 180 days after installation to ensure these minimum retro-reflectance values are maintained.

NOTE: The Contractor is responsible for retro-reflectivity testing. Furnish initial test results to the Engineer within 30 days of application. Furnish additional testing for a period that totals 180 days from initial application or the stoppage of contract time, whichever comes first.

#### **D.** Thickness

1. New Striping

Check the thicknesses on all skip lines, edge lines and center lines with an approved traffic marking thickness gage consisting of 3 dials as follows:

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile (1600 m); once within the first 500 ft. (150 m), once in the middle, and once within the last 500 ft. (150 m). For projects less than one mile (1600 m) in length, measure the thickness above the pavement 3 times.

Record all thickness measurements on the form OMR CVP 66 in SOP 39.

2. Recapping Refurbishment Thermoplastic

Place durable tape, film, or metal plate of known and uniform thickness on an area to be striped. After the striper has passed over, remove the sample and measure the thickness with calipers or a micrometer.

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile (1600 m); once within the first 500 ft. (150 m), once in the middle, and once within the last 500 ft. (150 m). For projects less than one mile (1600 m) in length, measure the thickness above the pavement 3 times. Submit results to the Engineer.

#### 3. Audible Profiled Thermoplastic

Ensure the thickness of white and yellow pavement marking conform to Subsection 653.3.05.A.7.b Record all thickness measurements on the form OMR CVP 66 in SOP 39 and submit to the Engineer.

The Engineer will verify the thickness of the pavement marking in accordance with Subsection 653.3.05.A.7.b within 30 days of receipt of the Contractor's certification.

Thickness measurement may be performed using a strong adhesive tape to install a metal plate (approximately 6 inches (150 mm) wide by 8 inches (200 mm) long, the thickness of the plate can by 1/8 inch (3 mm) as long as the plate does not deform) to the roadway where the pavement marking will be placed. After the material has dried remove the plate and check the thickness of the pavement marking material on the plate with a micrometer.

#### E. Corrective Work

For each mile (1600 m) section, if the thermoplastic traffic stripe fails to meet Plan details or specifications or deviates from stated dimensions, correct it at no additional cost to the Department. If removal of pavement markings is necessary, perform it according to Section 656 and place it according to this specification. No additional payment will be made for removal and replacement of unsatisfactory striping. Ensure corrective work is completed at no additional cost to the Department. Perform testing according to this specification. Any retest due to failures will be performed at no additional cost to the Department. Furnish all test reports to the Department.

Retro-reflectivity and Thickness Longitudinal Line Deficiency: A deficiency will ensue when two or more Location Average results as recorded on form OMR CVP 66 within a One-Mile (1600 m) Section do not meet the performance criteria herein. The entire line within this one-mile (1600 m) section will be determined to be deficient. If the evaluated section is less than 1.0 mile (1600 m), a single Location Average result not meeting the performance criteria herein will result in the entire line to be determined to be deficient.

Retro-reflectivity Transverse Markings and Symbol Deficiency: A single Location Average result on the marking or symbol not meeting the performance criteria herein will result in the marking or symbol to be determined to be deficient.

### 653.3.07 Verification

See SOP 39

# 653.4 Measurement

When stripe will be paid for by the square yard (meter), the actual number of square yards (meters) painted will be measured. The space between the stripes will be included in the overall measurement.

Linear measurements may be made by electronic measuring devices attached to a vehicle.

Thermoplastic traffic stripe, complete in place and accepted, is measured as follows:

### A. Solid Traffic Stripe (Including Audible Stripe)

Stripe is measured by the linear foot (meter), linear mile (kilometer), or square yard (meter). Breaks or omissions in solid lines or stripes at street or road intersections are not measured for payment.

### B. Skip Traffic Stripe

Skip stripe is measured by the gross linear mile (kilometer) as specified. The unpainted space between the painted stripes is included in the overall measurement if the plan ratio of one to three (15 ft. [4.5 m] segment and 25 ft. [7.5 m] gap or other patterns as designated on the plans) remains uninterrupted. Measurement begins and ends on a stripe.

#### C. Words and Symbols

Each word or symbol complete according to plan dimensions is measured by the Unit.

# 653.4.01 Limits

General Provisions 101 through 150.

# 653.5 Payment

Payment is full compensation for the Work under this section, including:

- Cleaning and preparing surfaces
- Furnishing all materials
- Applying, curing, and protecting stripe
- Protecting traffic, including providing necessary warning signs
- Furnishing tools, machines, and other equipment necessary to complete the Item

Measurement and payment for removing pavement markings will be according to Section 656 when shown in the Proposal as a payment Item. Otherwise, removal will not be paid for separately, but will be included in the payment for other Work under this section.

Payment will be made under:

Item No. 653	Thermoplastic solid traffic stripe, in. (mm), (color)	Per linear foot (meter)
Item No. 653	Thermoplastic solid traffic stripe, in. (mm), (color)	Per linear mile (kilometer)
Item No. 653	Thermoplastic skip traffic stripe, in. (mm), (color)	Per gross linear foot (meter)
Item No. 653	Thermoplastic skip traffic stripe, in. (mm), (color)	Per gross linear mile (kilometer)
Item No. 653	Audible profiled thermoplastic solid traffic stripe, in. (mm), (color)	Per linear foot (meter)
Item No. 653	Audible profiled thermoplastic solid traffic stripe, in. (mm), (color)	Per linear mile (kilometer)
Item No. 653	Audible profiled thermoplastic skip traffic stripe, in. (mm), (color)	Per gross linear foot (meter)
Item No. 653	Audible profiled thermoplastic skip traffic stripe, in. (mm), (color)	Per gross linear mile (kilometer)
Item No. 653	Thermoplastic pavement markings, words, and symbols (color), type	Per each
Item No. 653	Thermoplastic traffic stripe	Per square yard (meter)
Item No. 653	Wet Weather Thermoplastic solid traffic stripe, in. (mm), (color)	Per linear foot (meter)
Item No. 653	Wet Weather Thermoplastic solid traffic stripe, in. (mm), (color)	Per linear mile (kilometer)
Item No. 653	Wet Weather Thermoplastic skip traffic stripe, in. (mm), (color)	Per gross linear foot (meter)
Item No. 653	Wet Weather Thermoplastic skip traffic stripe, in. (mm), (color)	Per gross linear mile (kilometer)
Item No. 653	Wet Weather Thermoplastic pavement markings, words, and symbols (color), type	Per each
Item No. 653	Wet Weather Thermoplastic traffic stripe	Per square yard (meter)
	1	

# 653.5.01 Adjustments

General Provisions 101 through 150.

# Section 659—Hot Applied Preformed Plastic Pavement Markings

# **659.1 General Description**

This work includes furnishing and placing hot applied preformed plastic pavement markings according to these specifications and at locations shown in the plans or as otherwise directed. Use applied markings that are very durable, impervious to oil and grease, and provide immediate and continuing retro-reflectivity. Use hot applied preformed plastic pavement markings compatible with existing alkyd and hydrocarbon thermoplastic material.

# 659.1.01 Definitions

General Provisions 101 through 150.

### 659.1.02 Related References

#### A. Standard Specifications

General Provisions 101 through 150.

#### **B. Referenced Documents**

Federal Standard 595

Manual on Uniform Traffic Control Devices for Streets and Highways

AASHTO M 247

AASHTO M 249

ASTM E 274

ASTM E 303

ASTM D 476

QPL 74

# 659.1.03 Submittals

Transfer to the Department all manufacturer warranties or guarantees for heat-applied preformed plastic marking materials. Ensure warranties or guarantees can be transferred.

# 659.2 Materials

Select one of the following types of preformed marking material according to the plans and proposal.

Type HA – Hot Applied Preformed Thermoplastic Marking

Type HA-BLM – Hot Applied Preformed Thermoplastic Marking - Bike Lane Marking

Type HA-CBL - Hot Applied Preformed Thermoplastic Marking - Colorized Bike Lane

For a list of sources, see QPL-74.

#### A. Marking Characteristics

Ensure markings have the following characteristics:

1. Composition

Use pavement marking material consisting of a homogeneous mixture of high-quality hydrocarbon resin, alkyd resin, or modified ester rosin solution in conjunction with aggregates, pigments, binders, and glass beads. Use thermoplastic material conforming to AASHTO M 249, except for relevant differences due to the material being supplied in a preformed state.

a. Ensure Type HA-CBL pavement marking material contains no glass beads.

- b. Ensure Type HA and Type HA-BLM pavement marking materials contain at least 30% glass beads conforming to AASHTO M 247, Type 1. Use clear and transparent glass beads with a minimum index of refraction of 1.50 and at least 80% being true spheres.
- 2. Color
  - a. White

Use white markings containing at least 8% by weight of titanium dioxide pigment meeting ASTM D 476, Type II, Rutile. Ensure color meets Federal Highway White, Color 17886, as per Federal Standard 595. Use white markings with a minimum daylight reflectance (Y value) at 45°/0° of 80%.

b. Yellow

Use yellow markings containing sufficient yellow pigment to ensure the color meets Federal Highway Yellow, Color 13538, as per Federal Standard 595. Use yellow markings with a minimum daylight reflectance (Y value) at 45°/0° of 45%.

c. Colorized Bike Lane (Type HA-CBL)

Ensure colorized bike lane material meet the color requirements of the Manual on Uniform Traffic Control Devices.

3. Shapes and Sizes

Ensure prefabricated legends and symbols conform to the applicable shapes and sizes outlined in the "Manual on Uniform Traffic Control Devices for Streets and Highways." As an option, turn arrows and combination arrows may come without pre-applied surface glass beads to allow reversibility.

4. Thickness

Ensure Type HA pavement marking material is at least 0.125 in. (3.175 mm) thick.

Ensure Type HA-CBL and Type HA-BLM pavement marking materials are at least 0.090 in. (2.286 mm) thick.

5. Retro-reflectivity

Obtain pavement marking retro-reflectivity values with a 30 meter geometry retro-reflectometer.

- Use preformed markings meeting the following initial minimum reflectivity values:
- a. Non-Bike Lane Markings (Type HA)

	White	Yellow
Dry (ASTM E 1710)	mcd/lux/m2	d/lux/m2

b. Colorized Bike Lanes (Type HA-CBL)

Colorized bike lanes do not contain glass beads or reflective elements. Thus, colorized bike lanes are non-reflective.

c. Markings inside the Bike Lane (Type HA-BLM)

	White	Yellow
Dry (ASTM E 1710)	mcd/lux/m2	

6. Skid Resistance

Ensure the surface of Type HA preformed markings provides a minimum skid resistance of 45 BPN when tested according to ASTM E 303.

Ensure the surface of Type HA-BLM preformed markings provides a minimum skid resistance of 55 BPN when tested according to ASTM E 303.

Ensure the surface of Type HA-CBL preformed markings maintains a minimum level of friction of 32 when tested according to ASTM E 274 after one year in place.

#### **B. Heating Characteristics**

Use preformed markings capable of being affixed to bituminous or Portland cement concrete pavements by the use of the normal heat of a torch recommended by the manufacturer and according to the manufacturer's installation guidelines. Ensure preformed markings resealing characteristics allow it to fuse with itself and with previously applied marking material of the same composition under normal conditions of use.

# 659.2.01 Delivery, Storage, and Handling

Manufacture and package preformed markings permitting storage at normal shelf temperatures for up to one year after purchase.

# **659.3 Construction Requirements**

### 659.3.01 Personnel

General Provisions 101 through 150.

#### 659.3.02 Equipment

General Provisions 101 through 150.

### 659.3.03 Preparation

General Provisions 101 through 150.

### 659.3.04 Fabrication

General Provisions 101 through 150.

### 659.3.05 Construction

#### A. Pre-Conditions for Applying Markings with Heat

Apply markings under the following conditions:

- 1. Ambient temperature is 35 °F (2 °C) or above.
- 2. Pavement is clean, dry, and free of debris.
- 3. Prior to installation, follow manufacturer's recommendations for preheating road surface.

#### **B.** Applying Drop-On Glass Beads

- 1. Apply drop-on glass beads to the entire surface of preformed markings not having factory pre-applied surface beads.
- 2. Apply the drop-on glass beads to the preformed marking material while still in a liquid state. Use beads meeting the requirements specified in Subsection 659.2.A.
- 3. Do not apply drop-on glass beads to colorized bike lanes.

### 659.3.06 Quality Acceptance

Use material evaluated by the National Transportation Product Evaluation Program (NTPEP), the Georgia Department of Transportation or other State DOT test facilities.

Hot applied preformed plastic pavement markings meeting the laboratory test and field test requirements will be placed on the Georgia Department of Transportation Qualified Products List. Provide certification from the manufacturer certifying the Hot Applied Preformed Plastic Pavement Markings supplied to construction and maintenance projects is formulated of the same material as when tested by NTPEP and will conform to the requirements of this Specification. Products meeting all the requirements in this Section but fail to perform adequately in actual use will be removed from the Qualified Products List.

# 659.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

# **659.4 Measurement**

Heat-applied preformed plastic pavement markings, complete in-place and accepted, are measured as follows:

#### A. Solid Traffic Stripe

Solid traffic stripe of the color, width, and type shown on the plans or in the proposal will be measured by the linear foot (meter) or linear mile (kilometer) as specified. Breaks or omissions in solid lines or stripes at street or road intersections will not be measured for payment.

#### **B. Skip Traffic Stripe**

Skip traffic stripe of the color, width, and type shown on the plans or in the proposal will be measured by the gross linear foot (meter) or gross linear mile (kilometer) as specified. The unpainted spaces between the stripes will be included in the overall measurement if the plan ratio remains uninterrupted. Measurement will begin and end on a stripe.

#### C. Payment by Square Yard (Meter)

When hot applied preformed plastic pavement markings are paid for by the square yard (meter), the actual number of square yards (meters) covered will be measured in the overall measurement, including the space between the markings. The color, width, and type shall be indicated on the plans.

#### **D. Heat Applied Preformed Plastic**

Each heat-applied preformed plastic word or symbol, complete according to plan dimensions, is measured by the unit. The code for each word or symbol is stated in the plan.

# 659.4.01 Limits

General Provisions 101 through 150.

# 659.5 Payment

Payment in each case will be full compensation for all aspects of heat-applied markings, including adhesives, cleaning, application, and traffic control necessary to complete the Item.

Payment will be made under:

Item No. 659	Hot applied preformed plastic solid pavement markings in. (mm), ( <u>color</u> ), ( <u>type</u> )	Per linear foot (meter)
Item No. 659	Hot applied preformed plastic solid pavement markings in. (mm), ( <u>color</u> ), ( <u>type</u> )	Per linear mile (kilometer)
Item No. 659	Hot applied preformed plastic skip pavement markings in. (mm), ( <u>color</u> ), ( <u>type</u> )	Per gross linear foot (meter)
Item No. 659	Hot applied preformed plastic skip pavement markings in. (mm), ( <u>color</u> ), ( <u>type</u> )	Per gross linear mile (kilometer)
Item No. 659	Hot applied preformed plastic pavement markings (color), (type)	Per square yard (meter)
Item No. 659	Hot applied preformed plastic pavement markings (color), (type)	Per linear foot (meter)
Item No. 659	Hot applied preformed plastic pavement markings (color), (type)	Per gross linear foot (meter)
Item No. 659	Hot applied preformed plastic pavement markings words or symbols ( <u>color</u> ), ( <u>type</u> )	Per each

# 659.5.01 Adjustments

General Provisions 101 through 150.

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