

CITY OF BROOKLYN PARK
MINNESOTA

SPECIFICATIONS AND BIDDER'S PROPOSAL QUOTE

FOR

STREET TRAFFIC MARKING

WITHIN THE

CITY OF BROOKLYN PARK, MINNESOTA

2010

O&M-SM-10-22(B)

OPENING OF THIS QUOTE

will take place at the
Operations & Maintenance Department Offices
8300 Noble Avenue North
Brooklyn Park, MN 55443

ON

March 25, 2010

AT 3:00 P.M. LOCAL TIME

BIDDER'S NAME: _____

ADDRESS: _____

CITY OF BROOKLYN PARK

2010 STREET TRAFFIC MARKING

PROPOSAL INDEX

PROPOSAL FORM	I
INDEMNIFICATIONS AND INSURANCE	II
GENERAL SPECIFICATION	III
DETAILED SPECIFICATIONS	IV

I PROPOSAL FORM
FOR
STREET TRAFFIC MARKING
FOR
BROOKLYN PARK, MINNESOTA

TO: Steve Nauer
Street Superintendent
8300 Noble Avenue North
Brooklyn Park, MN 55443-4300

Dear Sir:

1. The following proposal is made for Street Traffic Marking described in the Notice to Bidders.
2. The undersigned certified that the Proposal Specifications has been carefully examined and understood, and that at no time will misunderstanding of the notice be pleaded.
3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive informalities.
4. If a corporation, what is the State of incorporation?

5. If a partnership, state full names of all co-partners.

6. Quote proposal to be made on schedule of price sheet.

Official Address:

Firm Name: _____

By: _____

Title: _____

Date: _____

CITY OF BROOKLYN PARK
2010 STREET TRAFFIC MARKING

SCHEDULE OF QUOTE PRICES

DESCRIPTION AND UNIT OF MEASURE	APPROXIMATE QUANTITIES	UNIT PRICE	TOTAL AMOUNT
24" Wide White Stop Line/Lin. Ft.	1,685 L.F.		
White "Arrow" Marking/Each	189 Each		
White "Only" Marking/Each	12 Each		
3' x 6' White Crosswalk Blocks/Each	1,892 Each		
12" Wide White Crosshatch Lines/Lin. Ft.	320 L.F.		

TOTAL BID:

Above quantities are estimates.

* All paint and glass beads shall be provided by the Contractor.

FIRM NAME: _____

BY: _____

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on its behalf (if the bidder is a corporation);
2. That the attached proposal or proposals have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the proposal or proposals have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished with the bid or official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Statement of Intent to Comply with EEO and Affirmative Action Requirements

The City of Brooklyn Park and various funding sources that are used for services of City property have requirements and standards to ensure equal employment opportunities and anti-discrimination practices.

These standards must be met in order to receive the funds described above.

The undersigned hereby states that he/she fully intends to comply with these standards as described in the contract documents and as required by the regulations of the City and funding agencies.

Signed _____

Firm Name _____

Subscribed and sworn to be on this _____ day of _____, 2010.

My Commission Expires: _____

5200 85th AVENUE NORTH/BROOKLYN PARK, MN 55443
763-424-8000

Code: CIR-6 Rev: 0290
City of Brooklyn Park
Insurance and Indemnification Requirements

The City of Brooklyn Park requires contractors and service providers to maintain insurance, inform and content satisfactory to the City, sufficient to protect the City's interest against any and all claims arising from, or relating to, any work performed or services agreed upon. It is understood and agreed, that the following minimum requirements shall be met and adhered to by such contractors or service providers.

Comprehensive or Commercial General Liability Insurance and Business Auto of at least \$1,500,000 CSL/per occurrence.

Where applicable, Professional Liability Insurance of at least \$1,500,000.

Workers' Compensation: Statutory. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement.

The City shall receive at least 30 days written notice of cancellation, non-renewal, or any material changes of required insurance.

The contractor or service provider agrees to defend and indemnify the City, its agents and employees, and other acting on the City's behalf, from and against any and all loss, damage, liability, cost and expense, specifically including costs of defense, arising from or relating to the performance, obligations or responsibilities of the contractor or service provider under the agreement.

Prior to the commencement of any work, the contractor or service provider **shall furnish to the City's Office of Loss Control**, satisfactory evidence of any insurance coverage required. Such evidence shall be in the form of a Standard Certification of Insurance* or such other form as the City may reasonable require. THE CONTRACTOR OR SERVICE PROVIDER IS RESPONSIBLE FOR ADEQUACY OF INSURANCE. It is expressly understood that the City does not in any way represent that the specified minimum limits of liability or coverage, or policy forms, are sufficient or adequate to protect the interest or liability of the contractor or service provider.

*The cancellation clause shall be amended to conform with the City's notification requirements.

The above is understood and agreed to by the following:

Signed: _____

Firm Name: _____

II. INDEMNIFICATIONS AND INSURANCE

3.1 Hold Harmless and Indemnification

To the fullest extent permitted by law the Contractor agrees to indemnify the City, its officers, employees, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorney's fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of the Contractor, its officers, employees or agents, Subcontractors or Independent Contractors, or any other person(s) or entity(ies) for whose acts or omissions the Contractor is legally responsible, in the performance of any of the Contractor's obligations (whether expressed or implied) under this Contract.

3.2 Governmental Limited Immunity

Notwithstanding anything to the contrary in the Contract, the City does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes Chapter 466 or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by the Contractor or by any third party. In no event shall the Contractor assert or rely upon any such statutory limited immunity of the City to avoid liability for any act for which the Contractor would otherwise be legally responsible.

3.3 Contractors Liability Insurance

The Contractor agrees to provide and maintain at all times during the period of this Contract, which shall be from inception until final acceptance of all conditions, such insurance coverage as set forth in this section, and to otherwise comply with the provisions that follow. Except where specifically stated otherwise, the provisions of subsections **A** below, shall also apply to all Subcontractors, (of all tiers) and Independent Contractors engaged by the Contractor with respect to the Work, and the Contractor shall be responsible for securing the compliance of all such Subcontractors and Independent Contractors with these provisions. It is specifically understood and agreed that the Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor or Independent Contractor to commence work under this Contract, until all insurance required under the Contract Documents is in effect, and satisfactory evidence thereof is provided to the City's Office of Loss Control, as set forth below.

A) Workers Compensation

Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in workers compensation policies issued in Minnesota. Contractor further agrees to require all Subcontractors and

Independent Contractors to maintain Workers Compensation insurance in compliance with all applicable statutes. Coverage shall be elected for sole proprietors, executive officers, partners, and family members who are working in any capacity under this agreement. **The**

Contractor shall enforce the compliance of such Subcontractors and Independent Contractors with the above Workers Compensation insurance requirements.

B) General Liability

“Commercial General Liability Insurance” coverage (Insurance Services Office policy form title), providing coverage on an “occurrence”, rather than on a “claims made” basis, which policy shall include, but not be limited to, coverage of Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract and all other contracts relative to the Work), Independent Contractors, “XC&U”, and Products –Completed Operations Liability. Such policy shall **name the City as an additional insured thereunder**. The Contractor agrees to maintain Operations coverage as required hereunder continuously, whether on an annual liability policy year basis or otherwise, for a minimum of three (3) years after the City’s final acceptance of the work.

The Contractor agrees to maintain at all times during the period of this Contract (an in the case of Completed Operations coverage for at least 3 years thereafter) a combined general liability policy limit of at least **\$1,500,000** per Occurrence, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limits may be satisfied by the limits afforded under its Commercial General Liability Policy, or by such Policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is at least in all material respects as broad as that afforded by said underlying Commercial General Liability Policy, **and further, that the City is also included as an additional insured there under**.

Such General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregate limits have not, as of the beginning of this contract or at anytime during such term, been reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability Policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy, which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the Contractor's total deductible or retention amount does not cause the Contractor’s total deductible or retention for each occurrence to exceed **\$20,000**.

C) Automobile Liability

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles (including, unless covered as “mobile equipment” or otherwise under the Contractors General Liability Policy, all cranes, boom trucks, and similar equipment) utilized by the Contractor in connection with the Work. Such policy shall provide total liability limit for combined Bodily Injury and/or Property damage in the amount of at least **\$1,500,000** per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella Liability Policy (or policies); provided, however that the coverage afforded under any such Umbrella Liability Policy shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and if applicable, such Umbrella Liability Policy, **shall include the City as an Additional Insured there under.** Unless included within the scope of the Contractor's Comprehensive General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

D) Additional Insurance

The City shall, at any time during the period of the Contract, have the right to require that the Contractor secure any additional insurance, or additional feature to existing insurance, as the City may reasonably require for the protection of its interests or those of the public. In such event, the Contractor shall proceed with due diligence to make every good faith effort to promptly comply with any such additional requirement, which shall be considered a City Change.

In the event that the Contractor is unable to comply with such additional insurance requirement, or with any other insurance requirement under this Contract, the Contractor shall advise the City's Office of Loss Control, in writing, of such difficulty at the earliest possible time. It is understood and agreed that the City has no obligation to actively assist the Contractor in complying with any insurance requirements, and that the City shall not incur any liability for any advice, act or omission in connection with the Contractor's efforts to so comply, nor shall the City be held to have waived any of its rights under this Contract by virtue of any advice and cooperation it may, at its option, grant to the Contractor while acting in an advisory capacity.

E) Insurer Policies

All policies of insurance required under this Contract shall be maintained with financially sound and reputable insurers licensed to do business in the State of Minnesota. All such insurers must also be acceptable to the City, such acceptance by

the City to not be unreasonably withheld. All such policies of insurance shall contain a provision requiring the insurer to provide the City's Office of Loss Control with at least **30** day prior written notice of any cancellation, non-renewal, or adverse material change in coverage.

All policies of insurance required under this Contract shall be in form and content, and in all other respects, satisfactory to the City. The Contractor shall, at all times pertinent to its performance under this Contract, exercise every good faith effort to promptly remedy any unsatisfactory term or condition with respect to any required insurance.

F) Evidence of Insurance

At least **10** days prior to the commencement of the work, the Contractor shall furnish to the City's Office of Loss Control, evidence that the insurance coverage required under this Contract will be in full force and effect at all times during the period of the Contract. Such evidence of insurance shall be on the form provided by the City to the Contractor, or in the form of a standard Certificate of Insurance, or such other form as the City may, in its sole discretion, determine to accept as evidence of insurance. Any form so provided shall contain sufficient information to allow the City to determine whether there is compliance with these provisions. At the request of the City, the Contractor shall, in addition to providing such evidence of insurance, promptly furnish the City's Office of Loss Control with a complete copy of each insurance policy intended to provide coverage required hereunder.

It is further understood and agreed that the Contractor shall, at the request of the City, make every good faith effort to obtain valid certificates of Insurance evidencing current Workers Compensation coverage for all Subcontractors and Independent Contractors involved in the Project, and to promptly provide copies of such Certificates to the City's Office of Loss Control.

G) Loss Information

At the request of the City, the Contractor shall promptly furnish loss information concerning all liability claims (1) brought against the Contractor (or any predecessor business entity) arising out of any construction projects undertaken by the Contractor (or any predecessor business entity) within the three (3) years preceding the date of this Contract and/or (2) brought against the Contractor (or any other Insured under the Contractor's required policies, that may affect the amount of liability insurance available for benefit and protection of the City. Such loss information shall include such specifics and be in such form as the City may reasonably require.

H) Release and Waiver

The Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of the Contractor in the Project or which may be exposed to damage, loss or injury in connection therewith.

Subject to the first paragraph of this subsection **H**, the contractor hereby releases the City, its officials, its officers, employees, agents, and others acting on the City's behalf, from all claims, and all liability or responsibility to the Contractor, and to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss of or damage to the Contractor's business or property caused by fire or other peril was caused in whole or in part by the negligence or other act or omission of the City or other party who is to be released by the terms hereof, or by anyone for whom such a party may be responsible.

The Contractor further releases the City, its officials, officers, employees, agents and others acting on the City's behalf, from all claims, liability or responsibility to the Contractor, or to anyone claiming through or under the Contractor, by way of subrogation or otherwise, for any loss, damage or other detriment to the Contractor resulting from deductible clauses, inadequacy of substantive coverage or limits, or any other matter causing an unsatisfactory insurance response or recovery under any policy (ies) of insurance, whether property insurance or liability insurance, maintained by the City or the Contractor in any manner in connection with the Work.

The Contractor understands and agrees that it is solely responsible for determining whether the Release and Waiver under this subsection **H** could impair any of its rights under its insurance policy (ies), and further that it is solely responsible for effecting an revision (s) to such policy (ies) as may be necessary to permit such Release and Waiver.

It is specifically understood and agreed that this subsection **H** shall apply to all Subcontractors (of all tiers) and suppliers, as well as to the Contractor.

The Contractor agrees to require all Subcontractors (of all tiers) and suppliers to execute a written Release and Waiver containing the same provisions (modified only as appropriate to the particular other party) as set forth above. The City may elect to provide the Contractor with an agreement form prepared and consistent with such provisions, in which event the Contractor shall use its best efforts to obtain copies of the agreement signed by all Subcontractors, and Suppliers, but failure to obtain such executed copies shall not limit or otherwise affect the application of this subsection **H** to Subcontractors and Suppliers.

I) Contractor is Responsible for Adequacy of Insurance

It is expressly understood that the City does not in any way represent that the specified minimum limits of liability or coverage, or policy forms, are sufficient or adequate to protect the interest or liabilities **of the Contractor**.

J) Insurance Terms

Insurance terms not otherwise defined in this Contract shall be interpreted consistent with insurance industry usage.

CITY OF BROOKLYN PARK
STREET TRAFFIC MARKING

III. GENERAL SPECIFICATIONS

A. Invitation for Bid:

Sealed proposals will be received at the office of the Street Maintenance Superintendent, 8300 Noble Avenue North, Brooklyn Park, Minnesota, 55443, until 3:00 P.M. on March 25, 2010, for Street Traffic Marking.

B. Submission of Bid Quotes:

Enclose quotes in a sealed envelope marked "QUOTE FOR BROOKLYN PARK STREET TRAFFIC MARKING".

DELIVER BID QUOTE TO:
Steve Nauer
Street Maintenance Superintendent
City of Brooklyn Park
8300 Noble Avenue North
Brooklyn Park, MN 55443

MAIL BID QUOTE TO:
Steve Nauer
Street Maintenance Superintendent
City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, MN 55443

Bids must be received no later than 3:00 PM on March 25, 2010.

The City of Brooklyn Park reserves the right to reject any or all quotes, to waive technicalities, and award the quote in the best interest of the City.

C. Extent and Schedule of Work:

Work shall be done as requested by the City of Brooklyn Park as described in the proposal specifications.

D. Contractor's Service Requirements:

The Contractor agrees to perform street traffic marking as described in the proposal specifications.

Contractor's Qualification

In order to qualify for this contract, a contractor must be able to demonstrate that he/she has successfully performed services similar to those called for in the specifications. Such work must have been performed for a period of at least two (2) years prior to submitting a proposal. A list of at least two (2) references must be submitted upon request by the City.

E. Change in Scope of Contract

The City reserves the right to alter this contract because of changes in the street traffic striping and marking area, task or budget. Alterations shall be fifteen (15) calendar days written notice to the contractor for implementation. The cost shall be increased or decreased, based on the prices submitted in the proposal. The costs for street traffic marking at additional designated areas not currently under the scope of this agreement shall be based on the prices submitted for alternate services and negotiated between the City and contractor. The City reserves the right to hire the street traffic marking for additional designated areas in a separate contract.

F. Firm Pricing

Pricing submitted by the contractor shall remain firm for the contract period.

G. Term of Agreement

The term of this agreement shall commence immediately following the Contract Award by the City. The contract period will be for the calendar year 2010.

H. Penalty for Partial Non-Performance

Partial non-performance of the contractor in terms of the specifications as determined by inspection(s) of the Operations & Maintenance Department shall entitle the City to assess liquidated damages against the Contractor as per the prices indicated in the proposal(s).

The Contractor shall be liable for liquidated damages upon a determination by the City that performance has not occurred consistent with the provisions of the contract specifications. The City may deduct the full amount of any liquidated damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies, which the City may have under law or at equity.

I. Termination

This agreement may be terminated upon seven (7) days written notice by either party upon the other party's failure to timely perform its responsibilities (non-performance) under the agreement. Otherwise, this agreement may be terminated by either party upon 45 days written notice delivered to the other party at the address written above. Upon termination under this provision, the Contractor shall be paid for services rendered and reimbursable expenses until the effective date of termination.

J. Method of Payment

The Contractor shall submit itemized bills for Street Traffic Marking services provided to the City. Bills submitted shall be paid in the same manner as other claims made to the City. The Contractor shall provide documentation and reports as required.

K. Audit Disclosures

The Contractor shall allow the City or its duly authorized agents reasonable access to the Contractor's records as are pertinent to all services provided under this agreement. Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this agreement which the City requests to be kept confidential shall not be made, by the Contractor to any other person or party within the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor shall become the property of the City upon termination of this Agreement.

L. Independent Contractor

At all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor to be an employee of the City.

M. Subcontractor

The Contractor shall not enter into subcontracts for any of the services provided for in this Contract without the express written consent of the City and copies of subcontractor agreements must be submitted to the City. **At no time should more than 25% of contract be subcontracted.**

N. Assignment

Neither party shall assign this contract, nor any interest arising herein, without the written consent of the other party.

O. Services Not Provided For

No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

P. Severability

The provisions of this Contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the

remaining provisions of the Agreement.

Q. Compliance with Laws and Regulations

In providing services hereunder, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided hereunder. Any violation shall constitute a material breach of this agreement.

R. Governing Law

This contract shall be controlled by the laws of the State of Minnesota.

S. Equal Opportunity

During the performance of this contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 601 shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

T. Waiver

Any waiver by either party of a breach of any provisions of this contract shall not affect, in any respect, the validity of the remainder of this Agreement.

U. Indemnification

The Contractor shall indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, which they may suffer or for which they may be held liable, as a result of the fault of the Contractor, his employees, or subcontractors in the performance of this contract.

V. Insurance

Certificates of Insurance must be provided by the contractor at the time of contract execution. The Contractor shall take out and maintain during the term of the contract such public liability and property damage and automobile insurance as required, by the City that shall protect him and the City from claims for such damages.

W. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Violation of this provision shall cause this agreement to be null and void and the Contractor will forfeit any

payments to be made under this Contract.

X. Entire Contract

This contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

Y. Contract Conditions

The city reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a Contractor who does not submit the lowest proposal.

The Contractor shall be required to execute the City's Contract form and to fulfill the requirements contained within it. The certificate of insurance shall be provided when the contract is executed.

The Contractor will provide the City a designated single contact with full authority to provide the contract services as per specifications during the entire term of the contract.

Z. Data Practices Compliance

Contractor shall have access to data collected or maintained by the City as necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City consistent with the requirements of the Minnesota government Data Practices Act, Minn. Stat. 13.01 et seq. (the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against City as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.

AA. A Minnesota Department of Revenue form IC-134 must be completed and received by the City before the final payment will be issued.

IV. DETAILED SPECIFICATIONS

1. Materials

- A. Yellow or white paint as specified: Fast-dry latex traffic marking paint which meets the requirements of MnDOT specification for high solids water based traffic paint, Section 3591, 2005 edition.
- B. Glass beads, moisture resistance, drop-on type for use with acrylic latex traffic marking paint to meet MnDOT specifications.

2. Construction Requirements

A. Preparation of Pavement Surface

At the time of applying the marking material, the application area shall be dry and free of all contamination, including oil, dirt, greases, and other matter that might adversely affect adhesion or durability of the marking material. The City of Brooklyn Park will be responsible for cleaning the streets prior to the application of pavement markings. However, it will be the Contractor's responsibility to insure that the street surface is clean during the application of pavement markings, and any surface areas that may adversely affect the adhesion or durability of the marking material shall be cleaned by the Contractor.

B. Application Equipment

Application equipment shall consist of a portable sprayer of the type capable of applying the paint under pressure and has suitable line guides that will produce clean cut lines and prevent excessive paint drift.

C. Restrictions

Pavement markings shall only be applied in seasonable weather when the air temperature is 45 degrees F. or higher, and shall not be applied when there is any moisture on the pavement surface or when wind or other conditions cause a film of dust to be deposited on the pavement surface after cleaning and before the marking material can be applied.

The filling of paint tanks, pouring of paint, or cleaning of equipment shall not be performed on unprotected pavement surfaces unless adequate provisions are made to prevent spillage of paint.

Application of pavement markings during hours of darkness, during peak traffic hours, or at any other time traffic is being unduly hampered or delayed by the work in progress, shall only be allowed by the street superintendent or his representative.

D. Traffic Control and Protection

Whenever pavement markings are applied in the presence of traffic, the Contractor shall furnish and place, without extra compensation, all necessary warning and directional signs to maintain traffic and shall provide such protection to the uncured markings as may be needed until traffic can cross them without damage. Most pavement markings are applied to city streets, though there are some locations on county streets where crosswalk markings will be applied.

Traffic shall be allowed to keep moving at all times and the striping equipment shall be operated in a manner that will not make it necessary for traffic to cross uncured markings. Protective devices such as cones shall be of an approved type that will not cause damage to a vehicle when accidentally struck. It is the responsibility of the contractor to handle any claims/complaints regarding their work.

E. Alignment and Tolerances

Longitudinal joints, pavement edges, and existing markings shall serve as horizontal control when so directed.

F. Marking Operations and Details

The marking material shall be thoroughly mixed to uniform consistency before being poured into the spray tank and shall be continuously agitated during applications. No thinner shall be added to the paint as received, unless the amount and type of thinner to be used is otherwise specified or authorized by the Street Superintendent.

Pavement markings and curb markings shall be applied in locations as directed by the Street Maintenance Division of the Operations & Maintenance Department.

The coverage rate for reflectorized paint markings (15 mil wet thickness) shall be approximately:

17.5 gallons per mile of 4 inch wide solid line
3.5 gallons per mile of 4 inch skip line

For additional paint reflection, floating drop-on glass beads will be applied over (on top of) the paint within five (5) seconds after the application of the pre-mixed paint. They shall be applied at the rate of six (6) lbs. of drop-on flotation beads spread evenly over every gallon of paint applied.

Application of marking material shall be such as to provide uniform film thickness

throughout the coverage area. Stripe ends shall be clean cut and square, with no dribbling of paint beyond the cutoff.

G. Correction of Defects

All pavement markings not conforming to the requirements of the Contract shall be removed and replaced or otherwise repaired to the satisfaction of the Street Superintendent or his representative. Removal of paint, spatter, dribblings, or unacceptable work shall be accomplished with suitable blasting or grinding equipment unless other means are authorized by the Street Superintendent.

Where yield computations show a deficiency in material usage of not more than 20 percent, the Street Superintendent may require satisfactory repair or may accept the work at a reduced unit price, which is in direct proportion to the percent of the deficiency. Where the deficiency in material usage exceeds 20 percent, the markings shall be removed and replaced or otherwise corrected to the satisfaction of the Street Superintendent.

H. Completion Schedule

All work shall be completed on or before July 8, 2010, except streets designated by the Street Superintendent or his representative. Those designated streets shall be completed by August 27, 2010.

3. Method of Measurement

Pavement marking quantities shall be measured by the bid unit of paint applied.

4. Basis of Payment

Payment for yellow paint applied and white paint applied at the Contract prices per bid unit for each item, shall be compensation in full for all cost of preparing the surface, controlling and protecting traffic, applying reflectorized paint, applying drop-on beads over the paint, and maintaining the work, together with any other expenses incurred in completing the work.

Invoices for work completed shall be submitted to the City by the contractor on a maximum of a monthly basis.