CITY OF WILMINGTON, NC

BID INVITATION

BIDS ARE DUE:	THURSDAY, SEPTEMBER 11, 2025, AT 3:00 PM		
BID NAME:	2025 CITY OF WILMINGTON PAVEMENTT MARKINGS		
PROJECT NO.:	2TRST2310 & 5TRST25013		
CONTRACT NO.:	S5-0825		
SUBMIT BIDS TO:	PURCHASING DIVISION P.O.BOX 1810 929 N. FRONT STREET, 10 TH FLOOR WILMINGTON, NC, 28401-1810 (910) 765-0463 CHRISTINE.KAREM@WILMINGTONNC.GOV		
COMPANY NAME:			
ADDRESS:			
TELEPHONE:	FAX		
EMAIL:			
LICENSE NO.			

ADVERTISEMENT FOR RE-BID CITY OF WILMINGTON, NC

2025 CITY OF WILMINGTON - 2025 PAVEMENT MARKINGS

CONTRACT NUMBER: S5-08252

Sealed proposals addressed to the Christine R. Karem, Sr. Contract Specialist P. 0. Box 18 10, 929 N. Front Street, 10th Floor, Wilmington, NC 28402, and marked "2025 PAVEMENT MARKINGS" will be received until 3:00 PM. on September 11, 2025, by hand delivery or mail at the Purchasing Division, 929 N. Front Street, 10th Floor, Wilmington, NC.

PROJECT DESCRIPTION: This project consists of refreshing existing and installing new pavement markings on select areas of the City of Wilmington's streets.

All firms submitting bids for the proposed work must be registered with the Secretary of State.

MBE/WBE/HUB/DBE OBLIGATION:

In accordance with the City of Wilmington's Minority/Disadvantaged Business Policy, the bidder shall make good faith efforts, as defined by the Bid Specifications, to subcontract 14% of the dollar value of the prime contract to businesses which are at least 51% owned and controlled by minority, socially, and/or economically disadvantaged individuals (MBE/DBE's).

A complete copy of the City of Wilmington's MBE/WBE policy is available for inspection at the Purchasing Manager's Office.

The City of Wilmington does not discriminate of the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities.

Bids for this project shall be guaranteed by all bidders for a period of 90 calendar days following the bid opening.

THE CITY OF WILMINGTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Christine R. Karem Sr. Contract Specialist/M-WBE Coordinator August 29, 2025

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

- 1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of <u>nolo contendere</u> and similar pleas.
- 2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.
- 3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.
- 4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.
- 5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.
- 6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.
- 7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the	day of	, 2025.
	COM	MPANY NAME
		wner, Partner, or Corporate President, Vice resident or Assistant Vice President only)
ATTEST:		
(Secretary, Assistant Cashier or Assistant		
	- ,	(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR) $\,$

STATE OF	
COUNTY OF	
I,(Name)	_, a Notary Public, certify that
(Name) (Name of Secretary, Assist. Sec., Cashier, A	m ama am a 11 v a ama a
before me this day and acknowledged that he (she) is	(Secretary, Assist. Sec.,
Cashier, Assist. Cashier) of (Nam	ne of Corporation)
corporation, and that by authority duly given and as to was signed in its name by its (President, Vice President, Vice Presid	esident, Assist. Vice President)
(Secretary, Assist. Sec., Cashier, Assist. Cashier)	·
WITNESS my hand and official seal, this the	day of, 2025.
	Notary Public
My Commission Expires:	
	(NOTARY SEAL)

Rev. 3/98 AFF-MBE.DOC

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

<u>AFFIDAVIT of COMPLIANCE</u> <u>with N.C. E-VERIFY STATUTES</u>

	1,		(nere	inaiter the	Affiant), duly aut	norized by
and o	n behalf	of		(her	einafter the "Emplo	yer") after
being	first dul	ly sworn deposes and say	s as follows:			
1.	I am the	heossess the full authority to	(Presido speak for and or	dent, Mana n behalf of	ger, CEO, etc.) of the Employer ident	ne Employer ified above.
2.	United equiva	oyer understands that "E- I States Dept. of Homela Ilent program used to ver eral law.	nd Security and o	other federa	l agencies, or any st	uccessor or
3.		Employer employs 25 compliance with the prowork authorization of it verification for a period	ovisions of N.C. (Gen. Stat. § ough E-Ver	64-26. Employer h	as verified the
provis	sions of	Employer employs few N.C. Gen. Stat. §64-26	-	yees and is	s therefore not subje	ct to the
4.		bcontractors engaged by ied with the provisions of			ver have or will have	e likewise
5.		oyer shall keep the City of e 2 of Chapter 64 of the l				us pursuant to
	Furthe	er this affiant sayeth not.				
		This the day o	of	, 20	_·	
			$\overline{\mathrm{Aff}}$	fiant		
		ORTH CAROLINA				
Sworn	to and s	ubscribed before me, this t	he day of		, 20	
Notar	y Public				[NOTARY SEAL]	
1 TOTAL	y i dolle					
Му со	mmissio	n expires:				

CITY OF WILMINGTON MBE/WBE/HUB/DBE POLICY STATEMENT

SPECIAL NOTICE

- 1. ALL FIRMS SUBMITTING BIDS FOR THIS PROJECT MUST MAKE A GOOD FAITH EFFORT, AS DEFINED ON PAGES MBE-1 TO MBE-3, TO SUBCONTRACT 14% OF THE WORK TO CERTIFIED MBE/WBE/HUB/DBE FIRMS. THIS REQUIREMENT APPLIES EVEN THOUGH THE BIDDER HAS THE CAPABILITY OF PERFORMING ALL WORK WITH HIS OWN FORCES OR IF THE BIDDER IS A CERTIFIED MBE/WBE CONTRACTOR.
- 2. AS PART OF THE SUBMITTED BID DOCUMENT BIDDERS MUST SUBMIT A LISTING OF ALL SUBCONTRACTORS CONTACTED OR ATTEMPTED TO CONTACT FOR WORK ON THIS CONTRACT. THE LIST MUST INCLUDE THE FIRM NAME, CONTACT PERSON, PHONE NUMBER, TYPE OF SUBCONTRACT WORK, INDICATION AS TO MBE/WBE/HUB/DBE FIRM OR NON-MBE/WBE/HUB/DBE FIRM, AND DOLLAR AMOUNT OF THE WORK. THE LISTING MUST INDICATE THE FIRM TO BE UTILIZED FOR THE SUBCONTRACT WORK. A FORM IS INCLUDED HEREIN FOR THIS LISTING.

A FORM IS INCLUDED HEREIN FOR THIS PURPOSE HOWEVER, BIDDERS MAY SUBMIT THE DATA ON THEIR OWN FORM.

3. AS PART OF THE SUBMITTED BID DOCUMENTS, ALL BIDDERS MUST SUBMIT, THE ENCLOSED "AFFIDAVIT OF GOOD FAITH COMPLIANCE". THE AFFIDAVIT MUST INCLUDE EVIDENCE OF THE GOOD FAITH EFFORTS MADE BY THE BIDDER TO CONTRACT WITH AND HIRE MBE/WBE/HUB/DBE FIRMS AS SUBCONTROACTORS FOR THIS PROJECT.

A LISTING OF GOOD FAITH EFFORTS THAT THE CITY WILL REVIEW AND CONSIDER IS CONTAINED IN THE BID DOCUMENT.

"The bidder/proposer shall make good faith efforts, as defined in the bid specifications, to subcontract 14% percent of the dollar value of the prime contract to business owned and/or controlled by minority, socially, and or economically disadvantaged individuals (MBE/WBE/HUB/DBE's).

Bidders are required to submit information concerning MBE/WBE/HUB/DBE's which will participate in the contract. The information will include (1) name and address of each MBE/WBE/HUB/DBE; (2) a description of the work to be performed by named firm; and (3) the dollar value of the work of the contract. If the bidder fails to achieve the contract goal stated herein, it is required to provide documentation demonstrating that it made good faith efforts in attempting to meet established goals. A bid that fails to meet these requirements will be considered non-responsive."

MBESUPP 6/93

SPECIAL PROVISION MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PROGRAM CITY OF WILMINGTON, NC

POLICY:

It is the policy of the City of Wilmington that MBE/WBE/HUB/DBE enterprises as defined in NCGS 143-128(g)(1)(2) and (3) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part by City funds under this agreement. Consequently, the MBE/WBE/HUB/DBE requirements of NCGS 143-128 apply to this bid and any subsequent contract.

MBE/WBE/HUB/DBE OBLIGATION:

The City and its contractor agree to ensure that MBE/WBE/HUB/DBE's have the maximum opportunity to participate in the performance of contract and subcontracts financed in whole or in part with City of Wilmington funds provided under this agreement. In this regard, bidders and contractors shall take all necessary and reasonable steps in accordance with NCGS 143-128 to ensure that MBE/WBE/HUB/DBE firms have the maximum opportunity to compete and perform under this bid, any change orders and any subsequent contract. The City of Wilmington and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and/or performance of this contract.

NOTICE:

All bidders, potential contractors, or subcontractors for this contract are hereby notified that failure to carry out the City of Wilmington policy and MBE/WBE/HUB/DBE obligation, as set forth herein, shall constitute a breach of contract which may result in the termination of the contract or other such remedy as deemed appropriate by the City.

SUBCONTRACT CLAUSES:

All bidders and potential contractors hereby assure the City that they will include the above clauses in all subcontracts which offer further subcontracting opportunities. The terms, conditions and requirements of each contract between the contractor and each subcontractor performing work under a subdivision of branch of work listed in the bid documents shall incorporated by reference the terms, conditions and requirements of this contract between the CITY and the CONTRACTOR.

CONTRACT AWARD:

Bidders are hereby advised that meeting the MBE/WBE/HUB/DBE subcontract goals or making a "GOOD FAITH EFFORT" as defined below to meet such goals are conditions for being awarded this contract. The City proposes to award the contract to the lowest responsible bidder submitting a reasonable bid, provided s/he has made a "GOOD FAITH EFFORT" as defined below to meet the established MBE/WBE/HUB/DBE participation goals.

Bidders are advised that the City has the sole authority to determine if the bidder has made a "GOOD FAITH EFFORT" toward meeting the MBE/WBE/HUB/DBE goals to qualify for contract award. The City reserves the right to reject any and all bids submitted.

SUBSTITUTION OF MBE/WBE/HUB/DBE SUBCONTRACTORS

MBE/WBE/HUB/DBE firms identified in the bid document may not be substituted or replaced without just cause and only with the written approval of the CITY. If a substitution is agreed to by the CITY, the CONTRACTOR must make a good faith effort to replace the MBE/WBE/HUB/DBE with another MBE/WBE/HUB/DBE firm.

MBE/WBE/HUB/DBE SUBCONTRACT GOALS:

The attainment of goals established for this contract are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract are as follows: 14%* MBE/WBE/HUB/DBE *

*MBE/WBE/HUB/DBE GOALS ARE ACCOMPLISHED VIA SUBCONTRACTS PERFORMED BY CERTIFIED BUSINESSES. SUBCONTRACTS MAY INCLUDE SUPPLYING OF MATERIALS.

AVAILABLE MBEWBE/HUB/DBE's

MBE/WBE/HUB/DBE firms may be utilized by the bidder provided they meet the minimum requirements as established by NCGS 143-128 and are certified seven (7) days prior to award in accordance with the MBE/WBE/HUB/DBE program.

Bidders may access the N. C. Dept. of Administration, NCDOT web site for certified firms. Failure to achieve the goal and failure to contact known MBE/WBE/HUB/DBE firms on all lists referenced herein may not qualify as a good faith effort to identify and hire MBE/WBE/HUB/DBE firms.

MBE/WBE/HUB/DBE firms certified by the Department of Transportation or Department of Administration may be counted toward to established goal.

Firms listed by the bidder as certified which are not on the Department of Transportation or Department of Administration's list of certified firms must provide evidence of certification.

CONTRACTORS REQUIRED SUBMISSIONS:

If the bidder fails to meet the contract goals established herein, s/he must submit information, which will assist the City in determining whether or not the bidder made acceptable "GOOD FAITH EFFORTS" to meet the contract goals. Failure to meet the goals by lack of "GOOD FAITH EFFORTS" will disqualify the bidder's proposal.

The bidder shall complete all forms included herein which pertain the verification of MBE/WBE/HUB/DBE participation and/or good faith efforts made as part of the bid.

DEFINITION "GOOD FAITH EFFORT"

In accordance with the North Carolina Administrative Code 01-NCAC 301.0101 and the North Carolina General Statutes, the bidder must earn a minimum of 50 points from the good faith efforts listed below in order to be deemed to have made a good faith effort. If the bidder meets the 14% goal, the bidder shall be deemed to have met the good faith effort.

The following is a list of items which the contractor and the city may use in making a determination as to the acceptability of contractors "GOOD FAITH EFFORT" in meeting the goals established herein.

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. 10 POINTS
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.

 10 POINTS
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. 15 POINTS
- (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. 10 POINTS
 - (5) Attending any prebid meetings scheduled by the public owner. 10 POINTS
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. 20 POINTS
 - (7) <u>Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. **15 POINTS**</u>
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. **25 POINTS**
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

 20 POINTS
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands. **20 POINTS**

PAY REQUESTS AND MAINTENANCE OF RECORDS:

The contractor shall maintain adequate records of the MBE/WBE/HUB/DBE's performance and payments and shall submit regular reports to the City. These reports shall be sent with the contractors monthly "REQUEST FOR CONTRACT PAYMENT". The request shall include a breakdown of the amount of the payment to be made by the City which will be paid to the MBE/WBE/HUB/DBE's identified in the bid documents.

PROHIBITED AGREEMENTS:

Agreements between the bidder/proposer and a MBE/WBE/HUB/DBE in which the MBE/WBE/HUB/DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

ATTACH THIS PAGE TO THE BID

City of Wilmington - AFFIDAVIT A – "AFFIDAVIT OF GOOD FAITH COMPLIANCE"

Listing of the Good Faith Effort

Aff	idavit of
	(Name of Bidder) I have made a good faith effort to comply under the following areas checked:
The	e bidder must earn a minimum of 50 points from the good faith efforts listed below in order to be deemed to
	ve made a good faith effort.
	1 - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. 10 points
	2Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due. 10 points
	3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation.15 points
	4 - Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. 10 points
	5 - Attended prebid meetings scheduled by the public owner. 10 points
	6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. 20 points
	7 - Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. 15 points
	8 - Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. 25 points
	9 - Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. 20 points
	10 - Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. 20 points
<u>Tot</u>	al Points
Idento a	ccordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the ntification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure bide by this statutory provision will constitute a breach of the contract. Sundersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to d the bidder to the commitment herein set forth.
Dat	e: Name of Authorized Officer:
	Signature:
	Title:
	State of, County of
	SEAL Subscribed and sworn to before me thisday of2025 Notary Public My commission expires
	/ My commission expires

City of Wilmington - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

*******(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)*******

of the bidders total contra	to be executed by minority bu act price, then the bidder must o ovided by the apparent lowest r	complete this a	ffidavit.	is equal to or greater than 14% 72 hours after notification of
Affidavit of I do hereby certify that on the (Name of Bidder)				
	(F	Project Name)		
Project ID#		Amoun	t of Bid \$	
Minority businesses wil		on subcontrac	tors, vendors, suppliers	h minority business enterprises. s or providers of professional al sheets if required
Name and Phone Numbe		*Minority Category	Work description	Dollar Value
*Minority catego	ories: Black, African American Female (F) Socially a			A) American Indian (I),
	(d), the undersigned will enter n execution of a contract with t			y Firms for work listed in this nitment may constitute a breach
The undersigned hereby the commitment herein se	certifies that he or she has read et forth.	the terms of th	nis commitment and is a	uthorized to bind the bidder to
Date: Na	me of Authorized Officer:			
	Si	ignature:		
SEAL	Ti	itle:		
	State of	. Co	ounty of	
	Subscribed and sworn to before	ore me this	day of	
	Notary Public			
	My commission expires.		_	

City of Wilmington AFFIDAVIT D – Good Faith Efforts

*******(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)*******

If the goal of 14% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within <u>72 hours</u> after notification of being low bidder.

responsible, responsive of	reder within 12 hours after he	Junioum of oc	ing ion claudi.		
Affidavit of:					
Allique of .	(Name of I	Bidder)			
Project Name:					
I do certify the attached	documentation as true and acc	urate representa tional sheets if requ	ition of my good faith effor	ts.	
Name and Phone Number		*Minority	Work description	Dollar Value	
		Category			
*Minority categories	s: Black, African American (B			rican Indian (I),	
Dogumentation of the Di	Female (F) Socially and I dder's good faith efforts to me			Evamples of	
	out are not limited to, the follo			examples of	
	ations for quotes to at least three	•		rea list provided by	
	n subcontract to be let under the				
	shall contain a specific descri	,		,	
	e reviewed, representative of t	he Prime Bidde	er to contact, and location, d	late and time when	
•	quotes must be received.				
B. Copies of quotes or responses received from each firm responding to the solicitation.C. A telephone log of follow-up calls to each firm sent a solicitation.					
•	•				
	where a minority business firmed from all firms submitting qu			sub-bidder, copies	
E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.					
F. Copy of pre-bid r	F. Copy of pre-bid roster.				
G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.					
H. Letter detailing re	easons for rejection of minorit	y business due	to lack of qualification.		
	ing proposed assistance offered r joint pay agreements to secur required.	•		-	
Failure to provide the do next lowest responsible a	cumentation as listed in these and responsive bidder.	provisions may	result in rejection of the bid	d and award to the	
Date:	Name of Authorized Office	r:			
SEAL	State of				
	Subscribed and sworn to be Notary Public			2025	

My commission expires.

POTENTIAL SUBCONTRACTING OPPORTUNITIES

CONTRACT NAME: 2025 CITY OF WILMINGTON PAVEMENTT MARKINGS

PROJECT NUMBER: S5-0825

WORK ITEM DESCRIPTION: Pavement markings and other items not specifically referenced herein.

THE ABOVE LISTED AREAS OF SUBCONTRACT OPPORTUNITIES ARE THE AREAS THAT HAVE BEEN IDENTIFIED BY THE CITY STAFF AND/OR THE CITY CONSULTANTS FOR THE ABOVE REFERENCED PROJECT.

THE LIST IS BY NO MEANS EXHAUSTIVE AND BIDDERS ARE ENCOURAGED TO SEARCH FOR OTHER AREAS OF POTENTIAL SUBCONTRACTING OPPORTUNITIES. THE BIDDERS EFFORTS IN THIS REGARD WILL ALSO BE A CONSIDERATION IN THE CITY'S REVIEW OF THE GOOD FAITH EFFORT.

IF THERE ARE NO IDENTIFIED AREAS OF POTENTIAL SUBCONTRACT OPPORTUNITIES FOR A PARTICULAR CONTRACT THEN THE BIDDER MUST MAKE A GOOD FAITH EFFORT TO IDENTIFY OTHER AREAS OF POTENTIAL SUBCONTRACT WORK.

THE REQUIREMENT TO MAKE A "GOOD FAITH EFFORT" APPLIES TO ALL CONTRACTS ESTIMATED BY THE CITY TO BE IN EXCESS OF \$100,000. THE POLICY DOES NOT APPLY TO CONTRACTS BELOW \$100,000.

THE CONTRACT GOAL FOR MBE/WBE/HUB/DBE PARTICIPATION IS 14%.

MBE/WBE/HUB/DBE Web Sites

North Carolina Department of Administration www.doa.state.nc.us/hub

North Carolina Department of Transportation www.ncdot.org

Bidders should furnish evidence as part of the post bid submittal that the above referenced web sites were used in attempting to contact MBE/WBE/HUB/DBE firms and as part of their good faith efforts.

REPORT OF PARTICIPATING SUBCONTRACTORS AND SUPPLIERS

Please supply data for all subcontractors and suppliers, whose services will be utilized on the project being bid upon by your firm. This document must be completed and submitted along with the bid proposal.

BIDDER'S NAME	PROJECT:				
BID IS FOR: GENERAL CONSTRUCTION (); ELECTRICAL (); HVAC (); PLUMBING () AMOUNT OF BID \$ VALUE OF SUBCONTRACTS \$					
PERCENTAGE OF <u>CERTIFIED</u> MBF	E/WBE/HUB/DBE PARTICIPATION				
CERTIFIED MBE/WBE/HUB/DBE SUB	CONTACTORS AND SUPPLIERS	<u>S:</u>			
NAME OF FIRM:ADDRESS:	PHONE:OWNER'S NAME:				
WORK/SERVICE TO BE PERFORMED:	() SUBCONTRACTOR				
AMOUNT TO BE PAID \$					
NAME OF FIRM:ADDRESS:	OWNER'S NAME:				
WORK/SERVICE TO BE PERFORMED: AMOUNT TO BE PAID \$	% OF TOTAL	() SOLI EIEK			
NAME OF FIRM:ADDRESS:	PHONE: OWNER'S NAME:				
WORK/SERVICE TO BE PERFORMED: AMOUNT TO BE PAID \$	() SUBCONTRACTOR % OF TOTAL				
NAME OF FIRM:					
ADDRESS:	OWNER'S NAME:				
	() SUBCONTRACTOR	() SUPPLIER			
AMOUNT TO BE FAID \$					
NAME OF FIRM:ADDRESS:	PHONE: OWNER'S NAME: () SUBCONTRACTOR				
WORK/SERVICE TO BE PERFORMED: AMOUNT TO BE PAID \$		() SUPPLIER			
NAME OF FIRM:ADDRESS:	OWNEDIC NAME.	() SUPPLIER			
WORK/SERVICE TO BE PERFORMED: AMOUNT TO BE PAID \$	% OF TOTAL	() SOLI EIEK			
NAME OF FIRM:ADDRESS:	PHONE:	() SHIDDI IED			
WORK/SERVICE TO BE PERFORMED: AMOUNT TO BE PAID \$		() SUPPLIER			

PLEASE LIST BELOW ALL OTHER SUBCONTRACTORS AND SUPPLIERS AND $\underline{\text{NON-CERTIFIED}}$ MBE/WBE/HUB/DBE's.

PERCENTAGE OF OTHER SUBCONTRAC	TORS, SUPPLIERS AND <u>NON-CERTIFIED</u>
MBE/WBE/HUB/DBE's	%

OTHER SUBCONTRACTORS & SUPPLIERS AND NON-CERTIFIED MBE/WBE/HUB/DBE's:

NAME OF FIRM:	PHONE:			
ADDRESS:	OWNER'S NAME:			
WORK/SERVICE TO BE PERFORMED:	() SUBCONTRACTOR	() SUPPLIER		
AMOUNT TO BE PAID \$	% OF TOTAL			
NAME OF FIRM:	PHONE:			
ADDRESS:	OWNER'S NAME:			
	() SUBCONTRACTOR	() SUPPLIER		
WORK/SERVICE TO BE PERFORMED:				
AMOUNT TO BE PAID \$	% OF TOTAL			
NAME OF FIRM:	PHONE:			
ADDRESS:	OWNER'S NAME:			
	() SUBCONTRACTOR	() SUPPLIER		
WORK/SERVICE TO BE PERFORMED:				
AMOUNT TO BE PAID \$	% OF TOTAL			
NAME OF FIRM:	PHONE:			
ADDRESS:	OWNED'S NAME.			
	() SUBCONTRACTOR	() SUPPLIER		
WORK/SERVICE TO BE PERFORMED:				
AMOUNT TO BE PAID \$	% OF TOTAL			
NAME OF FIRM:	PHONE:			
ADDRESS:	OWNER'S NAME:			
	() SUBCONTRACTOR	() SUPPLIER		
WORK/SERVICE TO BE PERFORMED:				
AMOUNT TO BE PAID \$	% OF TOTAL			
NAME OF FIRM:	PHONE:			
ADDRESS:	OWNIEDIC MAME.			
	() SUBCONTRACTOR	() SUPPLIER		
WORK/SERVICE TO BE PERFORMED:				
AMOUNT TO BE PAID \$	% OF TOTAL			
NAME OF FIRM:	PHONE:			
ADDRESS:	OWNER'S NAME:			
	() SUBCONTRACTOR	() SUPPLIER		
WORK/SERVICE TO BE PERFORMED:				
AMOUNT TO BE PAID \$	% OF TOTAL			

<u>COMPLETE AND SUBMIT ALONG WITH AFFIDAVIT C OR AFFIDAVIT D</u>
In order for the City to determine the Good Faith Effort performed by the bidder, the bidder must list ALL firms contacted to perform subcontract work for the project.

SUBCONTRA	CT CONTACT SCHEDULE						
PRIME CONT PROJECT NA DATE:	TRACTOR:						
DATE CONTACTED	NAME & ADDRESS OF PERSON/BUSINESS CONTACTED	PHONE NUMBER	SERVICE PROVIDED	PERSON MAKING CONTACT	CERTIFIED MBE/WBE/H UB/DBE/WB E? YES/NO	RESPONSE	PRICE QUOTED
	THAT THE SUBCONTRACT RENCED PROJECT. ALL INTERES						ES ON THE
	that the above referenced information rmation provided in the bid document v			torney Generals office	and result in in	nvestigations and/or legal ac	tion against
SIGNED:		TITLE:		COMPAN	Y:		

GENERAL SPECIFICATIONS INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this Invitation to Bid No. S5-0825 to obtain sealed bids for services for pavement markings for the City of Wilmington. You are requested to submit your bid on the enclosed Bid Sheet either by mail, or in person and return the entire package to Christine R. Karem, Sr. Contract Specialist at the City of Wilmington, Post Office Box 1810, 929 N. Front St., Floor 10, Wilmington, North Carolina 28401. Bids must be received no later than August 21, 2025 by 3:00 pm.

Contacts

Contact Randall Glazier, Project Engineer via email at randall.glazier@wilmingtonnc.gov with any questions concerning the scope of this contract.

Marking of Envelopes

Bids must be contained in a sealed envelope, plainly marked, showing the name, Invitation to Bid number, date, time (if time is specified) and the bidder's name.

Late Bids Will Not Be Considered

Bids received after the due date and time will not be considered.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same services as requested in the Invitation to Bid.

Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be made by striking through instead of using a liquid cover product and initialed by the individual signing the bid page. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the due date and time specified upon written or personal request of the bidder. No quote may be withdrawn for a period of of thirty (30) days after the scheduled opening time (if the time is specified) and date. Negligence on the part of the bidder shall not constitute a right to withdraw the quote after the bids have been opened.

Rejection of Bids

The City reserves the right to reject any and all bids.

Offer

CONTRACTOR is to provide a single price proposal that encompasses the entirety of the described scope of services.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the City of Wilmington within 30 days after receipt of an approved invoice. Terms and Conditions attached to the bid by the bidder may render the bid non-responsive and may be rejected by the City of Wilmington.

Terms and Conditions included herein are an integral part of the contract document and shall prevail unless changes or attachments are agreed to and initialed by the City of Wilmington prior to the due date and time of the opening of the Bids.

Validity of Bids

Bids shall remain open and valid for a period of ninety (90) days from the due date specified in the Invitation to Bid.

PROJECT DESCRIPTION

Location of Work: Select streets in City of Wilmington, NC

INTRODUCTION:

The City of Wilmington is seeking proposals from qualified contractors for the placement, removal and/or refreshment of pavement markings on select City of Wilmington maintained streets located throughout the City and specified in the maps included. This will be a turnkey project, and it is the City's intent to minimize any traffic flow disruption.

SCOPE OF WORK:

Work to be Completed:

This project will consist of the furnishing, placing, removing, or refreshing pavement markings in accordance with the plans and specifications or as directed by the project manager. These markings shall be installed at the locations shown on the pavement marking plans or where directed by the Project Manager. Installation shall be performed in accordance with the lines, symbols, and dimensions shown on the pavement marking plans or as described in the proposal. The Contractor shall furnish all materials, services, labor, and equipment necessary for the required pavement preparation, pavement marking installation including layout or pre-marking, and pavement marking removal. All services provided shall be in accordance with Section 1205 and Division 11 of the 2024 Standard Specifications for Roads and Structures of the NCDOT.

Details:

- 1. This work will be performed on roadways open to traffic. The contractor is responsible for providing traffic control measures in accordance with industry standards to provide safe movement of vehicles and pedestrians. Traffic Control will comply with Division 11 of the 2024 Standard Specifications for Roads and Structures of the NCDOT
- 2. Contractor to provide submittals of all material.
- **3.** In the case of an emergency, work must stop immediately and continue only after prior authorization from the City of Wilmington, Project Coordinator.
- **4.** Provide 180-day labor and material guarantee.
- **5.** Remove all job site-related debris from the site daily.
- **6.** Contractor will maintain a safe and clean work site at all times. The City of Wilmington may stop work is work site is deemed unsafe.
- 7. Contractor is responsible for verifying all final measurements.
- **8.** Bid must include all labor, material, supplies, and equipment needed to complete the work required including any necessary pre-marking necessary.
- **9.** Bid will be awarded to the most responsive and responsible bidder.
- **10.** Provide Liability and Worker's Compensation Insurance certificate with City of Wilmington as additional insured and a waiver of subrogation.
- 11. All work must be performed in accordance with federal, state, and local codes.
- **12.** Each party submitting a proposal shall possess all necessary local licenses as are required by law, at time of installation.

13. Any contractor entering into any contract/agreement must be a vendor on record with the City of Wilmington. Vendor applications can be found at: http://www.wilmingtonnc.gov/departments/finance-department/doing-business-with-the-city

SPECIAL INSTRUCTIONS:

- (1) To ensure maximum possible adhesion, the pavement surface upon which Pavement Markings are to be placed shall be properly cleaned and free of grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material, prior to the application of the Pavement Markings. Cleaning shall be performed on all surfaces that are to receive Pavement Markings. The area to be cleaned shall be a minimum of two (2) inches wider than the Thermoplastic Pavement Markings to be placed, such that an additional one (1) inch of cleaned area is on each side of the Thermoplastic Pavement Markings after they are applied. The cleaning shall be via mechanical means such as a power broom/ brush. Use of compressed air or blowers is not sufficient for cleaning debris from the marking area.
- (2) Double Yellow Center Line linear foot quantity is provided as a double line, not two separate lines. Payment is for linear feet of double line.

Items to be Submitted

One (1) hard copies in sealed envelope labeled "S5-0825" 2025 CITY OF WIMINGTON PAVEMENT MARKINGS" of the bid must be submitted by mail or hand delivery to Christine R. Karem, PO Box 1810, Wilmington, NC 28401 or 929 N. Front Street, 10th Floor, Wilmington, NC 28402 on or before Thursday, August 21, 2025, by 3 pm., EST.

The City shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal. All proposals submitted become the property of the City.

Timeline

ITB Process	Date	Time
Re - Advertisement	08-29-2025	3:00 PM
ITB Written Questions DUE	09-05-2025	4:00 PM
City Responses to ITB Questions	09-09-092025	4:00 PM
ITB Due Date & Bid Opening	09-11-2025	3:00 PM

Questions concerning this ITB should be directed to the Project Engineer. Questions may be submitted no later than 09-05-2025 before the final submission deadline of 4:00PM. All questions and answers regarding the ITB may be shared with all contractors known to be interested in submitting a proposal.

Project Engineer for the City of Wilmington:

Name: Randall Glazier Department: Traffic

Email: randall.glazier@wilmingtonnc.gov

Phone: (910) 341-0069

The City reserves the right to re-advertise and reject any or all proposals that are deemed to be non-responsive, late in submission, or unsatisfactory. The City of Wilmington shall have no obligation to award a contract for services as a result of this ITB.

SERVICES AGREEMENT

CONTRACT NO: S5-0825

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into on the date executed by all parties by and between the City of Wilmington, a North Carolina municipal corporation, hereinafter the "CITY," and (VENDOR NAME) hereinafter referred to as the "CONTRACTOR." and collectively referred to as the parties.

WITNESSETH:

1. Purpose of Agreement

The CITY hereby agrees to purchase the materials and/or services listed below from the CONTRACTOR and CONTRACTOR agrees to provide all the tools, materials, equipment, and/or supplies required to provide Services hereunder to CITY, as ordered in accordance with the provisions of this Agreement.

2. Contract Documents

This Services Agreement consists of the following contract documents, all of which are by this reference incorporated herein and made a part of this Agreement. The parties agree that only the terms and conditions outlined in this Agreement, not those described or referenced by any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement:

(1) Quotation-

3. Scope of Services

- a. CONTRACTOR hereby agrees to perform, in a manner satisfactory to the CITY, professional and timely services as set forth in Exhibit "A' attached hereto and incorporated herein by this reference. The parties hereto acknowledge that the terms outlined in Exhibit "A" shall be valid and enforceable to the extent they are not inconsistent with the provisions as set forth herein, and to the extent that they are inconsistent, the provisions as set forth in this Agreement shall control.
- b. The CONTRACTOR will **r**efresh existing and installing new pavement markings on select areas of the City of Wilmington's streets.
- c. During the period of this Agreement, the CONTRACTOR and the CITY may negotiate and agree in writing to provide additional equipment and/or services not herein described, but that are commonly provided by high-quality professionals and vendors, and which may enhance the process and improve results.

4. Quantities and Prices

CONTRACTOR will provide the materials and services required by this Agreement at the following price:

5. Contractor Submissions and Payment

- a. The CONTRACTOR shall submit invoices corresponding to each order to the City with sufficient details to enable a review and assure compliance with the terms and conditions of this Agreement.
- b. Payments shall be made by the CITY within 30 days after receipt of an approved invoice.

6. Term of Contract

The CONTRACTOR shall commence the work to be performed under this Agreement within 180 days of receipt of a written order from the Purchasing Manager and shall complete all work hereunder within one hundred eighty (180) days of the date of beginning.

7. <u>City Obligations</u>

CITY officials may conduct inspections during the installation process and of completed work to assure compliance with Agreement specifications.

8. Representative of the Parties

The undersigned listed below is the designated Official responsible for communicating with the CONTRACTOR for the purpose of contract administration, including but not limited to conducting inspections, arranging for a mutually agreeable work schedule, ordering any special goods or services, reviewing, and approving invoices, reporting, and resolving problems, etc. During the period of performance, these officials and/or their designees will make themselves available to the CONTRACTOR via business/cell phones and email.

Randall Glazier City of Wilmington P.O. Box 1810 Wilmington, NC 28402-1810

Email: randall.glazaier@wilmingtonnc.gov

Point of Contact shall be the CONTRACTOR's representative for this Agreement. Any notice required to the CONTRACTOR under this Agreement shall be sufficient if mailed to the CONTRACTOR by certified mail as indicated below:

Vendor name address email phone

9. Release and Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials, and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep, and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions, subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

10. Personnel

It is mutually agreed that the CONTRACTOR is an independent contractor and not an agent of the CITY, and as such, the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

11. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

12. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

13. Suspension or Termination of Contract

- a) In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this contract and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
- b) The CITY shall also have the right to suspend this Agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY.
 - If, in the opinion of the CITY, the CONTRACTOR remains in violation of this Agreement at the completion of the ten (l0) day suspension period, the CITY shall have the right to terminate this Agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.
- c) In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursable expenses, without markup, which are due him.)
- d) The CITY and the CONTRACTOR shall have the right to terminate this Agreement without cause upon 30 days' notice to the other party.
- (e) Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

14. Assignment of Agreement

It is mutually agreed by the parties hereto that this Agreement is not transferable by either party without the written consent of the other party to this Agreement.

15. Contract Disputes

In accordance with N.C.G.S. § 143-128.1(8) the parties agree to mediate Agreement disputes in excess of \$15,000.00. Within ten (10) days of such contract disputes, the parties shall select a mediator that is agreed upon by all parties involved in the dispute. If the parties cannot agree on a mediator or do not timely select a mediator, the City shall select the mediator. The parties and the mediator shall agree upon the mediator's rate of compensation. The parties to the dispute shall share in the payment of the mediator's compensation with the City paying a minimum of one-third of the compensation if the City is a party to the dispute.

16. <u>Insurance Requirements</u>

Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the Agreement of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(A) COMMERCIAL GENERAL LIABILITY

- 1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.
- 2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 3) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.
- 4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
- 5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.
- 6) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(B) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

- (1) CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
- (2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.
- (3) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(C) BUSINESS AUTO LIABILITY

- (1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
- (2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
- (3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
- (4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
- (5) CONTRACTOR waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 11.C.1 of this agreement.
- (6) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(D) <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS.</u>

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not The City of Wilmington is insured under the policy.

(E) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to The City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.
- (2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(F) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by The City of Wilmington.

(G) EVIDENCE OF INSURANCE

- (1) The CONTRACTOR shall furnish The City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this Agreement are deemed complete.
- (2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to The City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(H) <u>SUBCONTRACTORS</u>

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

(I) CONDITIONS

- (1) The insurance required for this Agreement must be on forms acceptable to The City of Wilmington.
- (2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated, or modified by the CONTRACTOR without prior written approval of The City of Wilmington.
- (3) The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 341-0220 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
- (4) Failure of The City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.
- (5) By requiring insurance herein, The City of Wilmington does not represent that coverage, and limits will necessarily be adequate to protect the CONTRACTOR, and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to The City of Wilmington in this Agreement.
- (6) The City of Wilmington shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The City of Wilmington.

17. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this Agreement are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports, and documents available to those individuals or firms directly concerned with the project involved with the prior written agreement of the CITY.

18. <u>No Presumption</u>

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.

19. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this Agreement without the written approval of the CITY.

20. Entire Agreement

This Agreement constitutes the entire understanding of the parties.

21. Binding Effect

This Agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

22. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

23. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend, or limit the scope of intent of the Agreement.

24. <u>Interpretation/Governing Law</u>

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation, or enforcement of this Agreement be determined.

25. <u>Minority Business Enterprise</u> (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this Agreement and will:

(a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute § 143-129, together with all other applicable laws, statutes, and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises.

- (b) Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
- (c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
 - (d) Provide technical assistance as needed.
- (e) Promulgate and enforce contractual requirements that the general contractor on all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contract.
- (f) The CONTRACTOR shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this Agreement and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the Agreement or other appropriate remedy.
- (g) A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.
- (h) A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.
- (i) The CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this Agreement. The CONTRACTOR agrees by executing this Agreement that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is in compliance.

26. Immunity Not Waived

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this Agreement.

27. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

28. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all

reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Health and Human Services, the North Carolina Office of State Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with, and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRATOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.

29. Amendments

This Agreement shall not be modified or otherwise amended except in writing signed by the parties.

30. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this Agreement based on race, creed, color, sex, age, disability, or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 14173 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this Agreement and may result, at CITY'S option, in a termination or suspension of this contract in whole or in part.

31. Non-Appropriations Clause

In the event no CITY funds or insufficient CITY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the CITY will immediately notify CONTRACTOR of such occurrence and this Agreement shall create no further obligation of the CITY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever.

32. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

33. No Publicity

No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this Agreement or the CITY in any manner absent the written consent of the CITY. Notwithstanding the forgoing, the parties agree that the CONTRACTOR may list the CITY as a reference in response to requests for proposals and may identify the CITY as a customer in presentations to potential customers.

34. <u>CITY Not Liable for Special or Consequential Damages</u>

The CITY shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect, or special damages or lost profits related to this Agreement.

35. Public Records

CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the CITY and include with the notification a statement that explains and supports CONTRACTOR'S claim. CONTRACTOR also must specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for the CONTRACTOR to seek court ordered protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONTRACTOR.

36. Authority to Act

Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant, and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CITY has caused this Agreement to be duly executed in its name and the CONTRACTOR has caused this Agreement to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

	R_V	
	Dy.	Authorized Signature, Title
	Date:	
WITNESS:		
Daryle L. Parker, Purchasing Mana	 ger	
APPROVED AS TO FORM:		
Gina Essey, Assistant City Attorney		
Olia Essey, Assistant City Attorney	,	
FINANCE	OFFICER'S CERTI	FICATION STATEMENT
This instrument has been pro	eaudited in the mann	er required by The Local Government Budget a
Fiscal Control Act.		
This _	day of	, 2025.
_	Martha Wayne, Fir	nance Director
Project String:		
Org:/Obj: Project:		
Amount:		
Requisition:		
Federal ID Number: 56 6000230		

VENDOR SIGNATURE PAGE

BID CERTIFICATION

Signature	: Date:
contain the res	ning above I Certify that I have carefully read and fully understand the informationed in this ITB; and that I have the capability to successfully undertake and complet ponsibilities and obligations of the Proposal being submitted and have the authority troposal on behalf of my organization.
BY (P	rinted):
TITLE	E:
COMP	PANY:
ADDR	ESS:
TELEP	PHONE:
The pro	oposer supplies the information recorded below for use in the preparation of the contra ents, in event of contract award: Please indicate type of business organization: (a) Proprietorship
	(b) Partnership (c) Corporation (d) Limited Liability Co.
2.	If business is a <u>Corporation</u> , please answer the following questions:
	Name and title of officers, authorized by Corporate Resolution, who will execute the contract of behalf of corporation (generally President and Secretary).
	Firm is incorporated in what state?
	If firm is a foreign corporation, does firm have a certificate of authority from the

	North Carolina Secretary of State?
3.	If business is a <u>Partnership</u> , please answer the following:
	Name in full or all general partners and addresses:
	Is this a limited or general partnership?
	If a limited partnership, what is state of registration?
	If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State?
4.	If business is a <u>Proprietorship</u> , please answer the following:
	Name of owner:
5.	If business is a limited liability company, please answer the following:
	List the names and title of managers or member-managers who will execute the contract on behalf of the company?
	What is state of organization?
	If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State?
6.	For all bidders:
	If the business operates under an assumed name, what is the assumed name?
	Has a certificate of assumed name been filed in the New Hanover County Registry?
	If so, please provide the recording information: Deed Book at Page

2025 PAVEMENT MARKINGS

ITEM	DESCRIPTION	ESTIMATE QUANTIT		UNIT PRICE	AMOUNT
1.	Thermoplastic Pavement Marking Lines (4" Double Yellow Solid, 120 mils)(see note **)	40,605 LF	FT		
2.	Thermoplastic Pavement Marking Lines (4" Yellow Solid, 120 mils)	9,844 LF	FΤ		
3.	Thermoplastic Pavement Marking Lines (4" Yellow 10' Skip, 120 mils)	2,460 LF	FT		
4.	Thermoplastic Pavement Marking Lines (8" Yellow Diagonal Line, 120 mils)	330 LF	FT		
5.	Thermoplastic Pavement Marking Lines (4" White Edge Line, 120 mils)	87,375 LF	FT		
6.	Thermoplastic Pavement Marking Lines (4" White Solid Lane Line, 120 mils)	4,741 LF	FT		
7.	Thermoplastic Pavement Marking Line (4" White Parking Line, 120 mils)	20 LF	FT		
8.	Thermoplastic Pavement Marking Line (4" White 10' Skip, 120 mils)	3,730 LF	FT		
9.	Thermoplastic Pavement Marking Line (4" White 2' Mini-Skip, 120 mils)	2,203 LF	FT		
10.	Thermoplastic Pavement Marking Lines (8" White Crosswalk Line, 120 mils)	190 LF	FΤ		
11.	Thermoplastic Pavement Marking Line (12" White Crosswalk Line, 120 mils, High Vis)	345 LF	FΤ		
12.	Thermoplastic Pavement Marking Line (24" White Stop Bar, 120 mil)	820 LF	FT		
13.	Thermoplastic Pavement Markings Line (24" White Crosswalk Line, 120 mils, High Vis)	240 LF	FT		
14.	Thermoplastic Pavement Marking Arrow (Right Turn or Left Turn, 120 mils)	146 E.	A		
15.	Thermoplastic Pavement Marking Arrow) (Through, 120 mils)	74 E.	A		
16.	Thermoplastic Pavement Marking Arrow (Through-Right Turn or Through-Left Turn, 120 mils)	22 E.	A		
17.	Thermoplastic Pavement Marking Arrow (U-Turn Arrow, 120 mills)	2 E.	A		

18.	Thermoplasstic Pavement Marking Symbol	31	EA		
	(Bicycle Lane Symbol, 120 mils)				
19.	Thermoplastic Pavement Marking Arrow (Bicycle Straight Arrow, 120, mils)	31	EA		
20.	Thermoplastic Pavement Marking Word Message ("ONLY", 120 mils)	7	EA		
21.	Thermoplastic Pave ("SCHOOL", 120 mils)	9	EA		
22.	Thermoplastic Pavement Marking Lines (24" White Transverse Band at "School", 120 mils)	190	LFT		
23.	Thermoplastic Pavement Marking Word Message ("RR", 120 mils)	6	EA		
24.	Thermoplastic Pavement Marking Line (16" White line forming "x" at "RR" message, 120 Mils	132	LFT		
25.	Thermoplastic Pavement Marking Line (24" White Transverse Band at "RR", 120 mils)	80	LFT		
26.	Thermoplastic Pavement Marking Line Removal (4" wide)	2,000	LFT		
27.	Thermoplastic Pavement Marking Line Removal (Arrows)	2	EA		
			Total M	larkings=	

Note: ** ITEM 1-4" *Double Yellow Solid* paid per linear foot of double yellow line, not as 2 separate lines

The undersigned acknowledges receipt of any issued Addendum(s) to this Project by recording the Addendum number and date acknowledged below:

 Addendum #1:
 Date:

 Addendum #2:
 Date:

 Addendum #3:
 Date:

ACKNOWLEDGEMENT OF DOCUMENTS

A. The undersigned Bidder acknowledges that the following required documents are a part of this Bid Submission Sheet and are attached hereto:

- 1. Completed Affidavit of Non-Collusion (Page 1 of 3)
- 2. Complete Affidavit of Compliance with N.C. E-VERIFY Statutes
- 3. Acknowledge and complete City of Wilmington MBE/WBE/HUB/DBE program (MBE-1 to MBE-11)
- 4. Completed Bid Submittal Forms including(P-1-P-5)
- 5. Attach bid detailed timeline/schedule for work as outlined in "Project Description" (Pages 1-3)
- 6. City of Wilmington Vendor Application Packet (only if necessary)
- 7. Addendum(s) acknowledged where applicable(P-4, bottom)
- 8. Acknowledge Contract Terms & Conditions (Pages 1-13)
- 9. Acknowledgment of Documents (P-5)
- 10. Acknowledgment of Technical Specifications (Pages 1 of 35)

Company Name:		
Company Address:		
City/State/Zip:		
Telephone Number:	Fax Number:	
E-mail:		
Signature:	Date:	
Name (Print):	Title:	
Expected Date to Begin Work:		



2025 PAVEMENT MARKING CONTRACT PROJECT NO. 2TRST2310 & 5TRST25013

PROJECT DIRECTOR Denys Vielkanowitz, PE

City of Wilmington Traffic Engineer

PROJECT MANAGER W. Randall Glazier

City Traffic Signs and Markings Engineering Manager

Prepared by:
Engineering Department
Traffic Engineering Division
Signs and Marking Section

Engineering – Traffic Engineering Division P.O. Box 1810- 206 Operations Center Dr- Wilmington, NC 28402-1810 (910) 341-7888

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SECTION 3: WORK SUMMARY AND LOCATIONS	27
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SECTION 1: TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS

T-I.01 **SCOPE**:

This portion of the project will consist of the furnishing, placing and removing pavement markings in accordance with the plans and specifications.

These markings shall be installed at the locations shown on the pavement marking plans or where directed by the Engineer. Installation shall be performed in accordance with the lines, symbols, and dimensions shown on the pavement marking plans or as described in the proposal. The Contractor shall furnish all materials, services, labor, and equipment necessary for the required pavement preparation, pavement marking installation, and pavement marking removal.

The work covered by this Section shall be in accordance with Section 1205 of the 2<u>018 Standard Specifications for Roads and Structures</u> of the NCDOT.

T-I.02 PAVEMENT MARKING MATERIALS:

GENERAL:

T-I.02.1 **DESCRIPTION**:

Pavement markings for streets shall be of thermoplastic materials. The materials and construction process shall be consistent with the Wilmington's contract specifications and/or the NCDOT specifications. The thermoplastic material is not to be applied until the asphalt pavement has been allowed to cure sufficiently to let the volatiles escape from the pavement. Temporary pavement markings of paint may be required in high traffic areas.

T-I.03 CONSTRUCTION METHODS:

GENERAL:

The completed pavement marking material shall have a uniform thickness and a smooth surfaced cross-section throughout the entire length.

All pavement-marking widths shall be not less than the dimensions specified in the plans or proposal. Also, pavement markings shall not exceed plan dimensions by more than 1/2 inch.

The finished pavement marking lines shall have well defined edges, free from horizontal deviations and be straight or of uniform curvature where required.

The Contractor shall take reasonable steps to ensure that fresh pavement markings are kept track free.

T-11.03.1 **APPLICATION EQUIPMENT**:

All pavement marking application equipment shall be constructed for easy accessibility during cleaning and maintenance.

Marking guns shall be in full view of the operator at all times. The applicator shall be mobile and maneuverable so that straight lines can be followed and all standard curves can be made in true arcs.

The application vehicle shall include at least one person who is a technical expert in the equipment operations and pavement marking techniques.

T-11.03.2 REMOVAL OF PAVEMENT MARKINGS:

This work includes the removal of all types of pavement markings. Pavement markings shall be removed in a manner acceptable to the Engineer that will not materially or structurally damage the surface or texture of the pavement.

The pavement surface shall be left in a condition that will not mislead or misdirect the motorist.

T-11.04 SURFACE PREPARATION:

To ensure maximum possible adhesion, the pavement surface upon which Pavement Markings are to be placed shall be properly cleaned and free of grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material, prior to the application of the Pavement Markings. Cleaning shall be performed on all surfaces that are to receive Pavement Markings. The area to be cleaned shall be a minimum of two (2) inches wider than the Thermoplastic Pavement Markings to be placed, such that an additional one (1) inch of cleaned area is on each side of the Thermoplastic Pavement Markings after they are applied.

The cleaning shall be via mechanical means such as a broom or brush. Use of **compressed air or blowers** is **not sufficient** for cleaning debris from the marking area.

Where cleaning of objectionable material is obscuring existing pavement markings of a lane occupied by public traffic, the residue, including but not limited to dust, shall be removed immediately from the surface being treated. Such removal shall be by methods approved by the Engineer.

On all pavement surfaces greater than two (2) years old and Portland Cement Concrete Pavements, a liquid epoxy resin primer-sealer or equivalent shall be applied to the area where hot Thermoplastic Pavement Markings are to be placed unless otherwise recommended by the manufacturer. The primer-sealer shall be that recommended by the manufacturer of the Thermoplastic Material, and shall be approved by the Engineer. The material shall form a continuous film that shall dry rapidly, which shall adhere to the pavement surface, and shall be completely dry prior to application of the Thermoplastic Material. The primer-sealer shall not discolor nor cause any noticeable change in the appearance of the Thermoplastic Pavement Markings and/or the pavement outside the edge of the finished pavement markings. A sample of the primer-sealer shall be submitted to the Engineer, and shall be approved by the Engineer prior to application.

No direct payment shall be made for this surface preparation (pavement cleaning and application of primer-sealer), as such work shall be considered incidental to the work being paid for by the various Thermoplastic Pavement Marking items in this contract.

T-11.05 **WEATHER LIMITATIONS**:

Pavement markings shall not be installed when the pavement shows visible signs of damage causing moisture is likely during the installation and drying period.

T-11.05.1 PAINT TYPE PAVEMENT MARKINGS:

Paint shall be applied only when the pavement temperature and the air temperature are a minimum of 40 degrees Fahrenheit and a maximum of 160 degrees Fahrenheit.

T-11.05.2 THERMOPLASTIC PAVEMENT MARKINGS:

Thermoplastic shall not be applied to existing pavements unless the pavement surface temperature and the ambient air temperature is 60 degrees Fahrenheit and rising.

Thermoplastic shall only be applied to newly surfaced pavements (less than 12 hours old) when the ambient air and the pavement surface temperature are 50 degrees Fahrenheit and rising.

T-11.05.3 **EPOXY PAVEMENT MARKINGS**:

Epoxy pavement markings shall not be applied unless the ambient air temperature and the pavement surface temperature are 35 degrees Fahrenheit and rising.

T-11.06 **PREMARKING**:

Where no existing markings are in place, the existing markings are not visible and/or the existing markings are to be removed. The contractor shall be required to premark each installation prior to application. The premarking shall be of a manner that will be helpful to the contractor and the Engineer in placing the Pavement Markings as directed in the plans. The actual placement of the Pavement Marking Materials shall not be performed until the premarking has been inspected and approved by the Engineer.

Where existing markings not required to be removed are visible, they shall be retracted as directed by the Engineer and the plans.

No direct payment shall be made for this premarking as such work shall be considered incidental to the work being paid for by the various Pavement Marking items in the contract.

T-11.07 THERMOPLASTIC AND EPOXY OBSERVATION PERIOD:

Prior to consideration of final acceptance of all work completed as required herein and shown in the pavement marking plans, there shall be a 180-day observation period beginning upon the satisfactory completion of all work required by the intermediate completion date included elsewhere in this proposal form.

During the 180-day observation period, the Thermoplastic and Epoxy Material furnished and installed under this contract shall be warranted against failure due to blistering, excessive cracking, 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, chipping, spalling, poor adhesion to the pavement materials, loss of reflectivity vehicular damage, and wear.

The contractor, at no expense to the City of Wilmington, shall replace any pavement markings that will not perform satisfactorily under traffic during the 180-day observation period due to defective materials and/or

workmanship in manufacture and/or application. (Failure to comply with any portion of this specification shall be considered as unsatisfactory performance of the Pavement Marking Material).

Marking replacement shall be performed in accordance with the requirements specified herein for the initial application, including but not limited to, surface cleaning, pavement marking removal, seasonal and weather limitations, etc.

Traffic shall be operating on the facility during the 180-day observation period.

T-11.08 COMPLIANCE OF MARKING MATERIAL WITH THE SPECIFICATION:

The Contractor shall provide to the Engineer verifiable certification stating the acceptability of the Pavement Marking Materials.

No direct payment shall be made for any of the test procedures as described within this specification as such work shall be considered incidental to the various Pavement Marking items in the contract.

T-11.09 **METHOD OF MEASUREMENT**:

The quantity of Pavement Marking Lines to be paid for shall be the actual number of linear feet of Pavement Marking Lines that have been satisfactorily placed. The quantity of solid lines shall be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or intermittent lines shall be the summation of the linear feet derived by multiplying the normal length of the marking lines by the number of marking lines in place.

The quantity of Pavement Marking Symbols to be paid for shall be the actual number of Pavement Marking Symbols satisfactorily placed.

The quantity of removal of pavement marking lines to be paid for shall be the actual number of linear feet of pavement marking lines removed and accepted by the Engineer.

The quantity of removal of pavement marking symbols to be paid for shall be the pavement marking symbols removed and accepted.

T-11.10 BASIS OF PAYMENT:

The quantity of Pavement Marking Lines, measured as provided above, shall be paid for at the contract unit price per lineal feet for "Pavement Marking Lines".

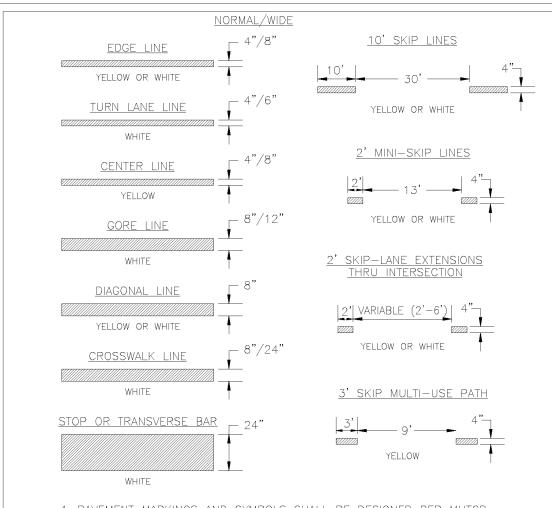
The quantity of Pavement Marking Symbols, measured as provided above, shall be contract unit price per each for "Pavement Marking Symbols".

The quantity of Removal of Pavement Marking Lines, measured as provided, shall be paid for at the contract unit price per linear foot for "Removal of Pavement Marking Lines."

The quantity of Removal of Pavement Marking Symbols, measured as provided for at the contract unit price per each for "Removal of Pavement Marking Symbols." above, shall be paid

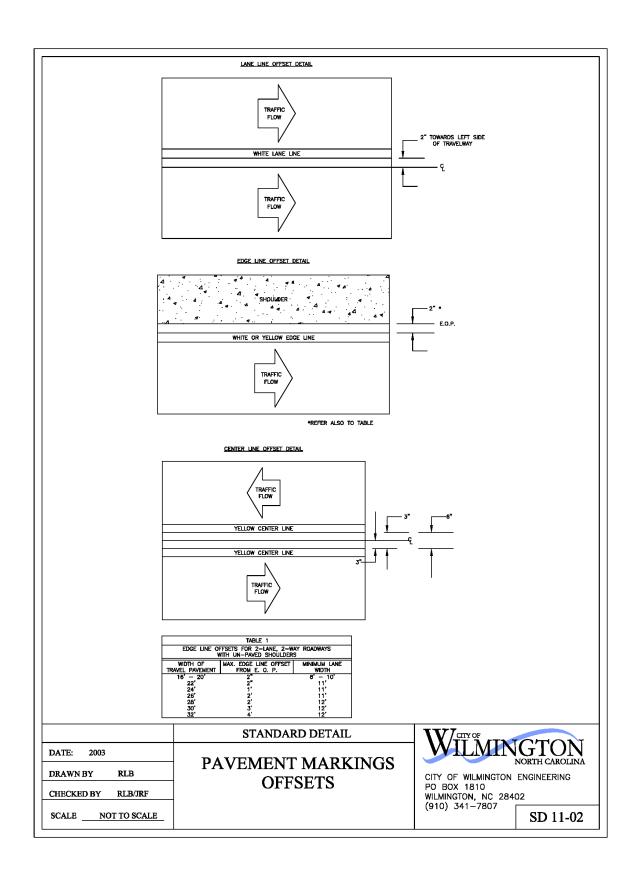
Such prices and payment shall be full compensation for all layout, materials, testing, tools, equipment, labor, and all other requirements necessary to complete the work.

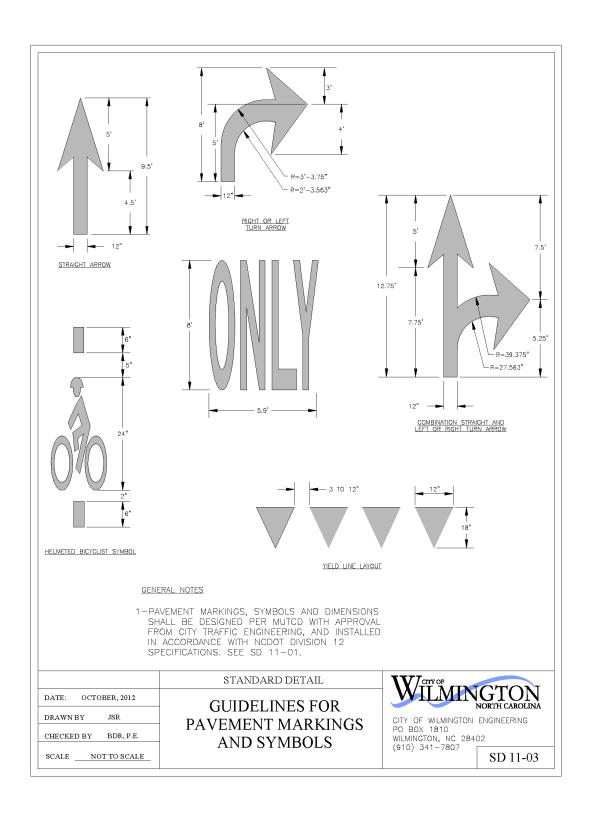
SECTION 2: STANDARD DETAILS

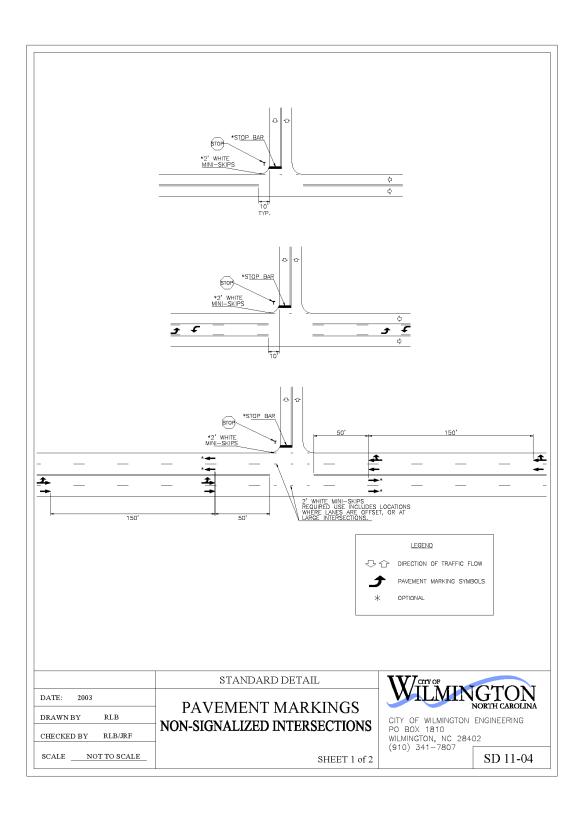


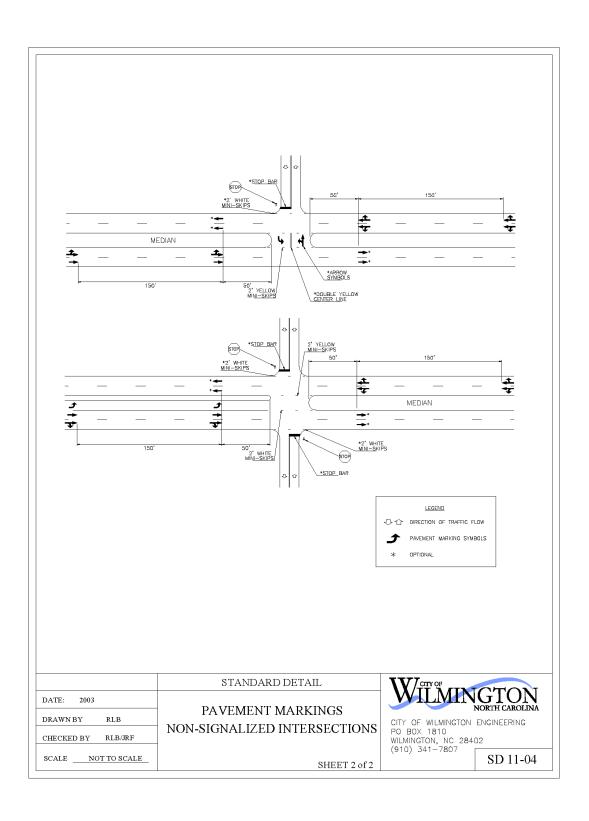
- 1—PAVEMENT MARKINGS AND SYMBOLS SHALL BE DESIGNED PER MUTCD WITH APPROVAL FROM CITY TRAFFIC ENGINEERING, AND INSTALLED IN ACCORDANCE WITH NCDOT DIVISION 12 SPECIFICATIONS.
- 2-GENERALLY, PERMANENT MARKINGS WILL BE UNIFORM AND SMOOTH AND WILL CONSIST OF 120MIL OF THERMOPLASTIC FOR ALL LINES AND SYMBOLS; TEMPORARY MARKINGS SHALL CONSISTS OF 15 MIL PAINT, EVERY 6 MONTHS.
- 3-DURING APPLICATION THE EXISTING PAVEMENT SHALL NOT SHOW SIGNS OF MOISTURE AND BE CLEAN FREE OF DIRT AND OIL FTC.

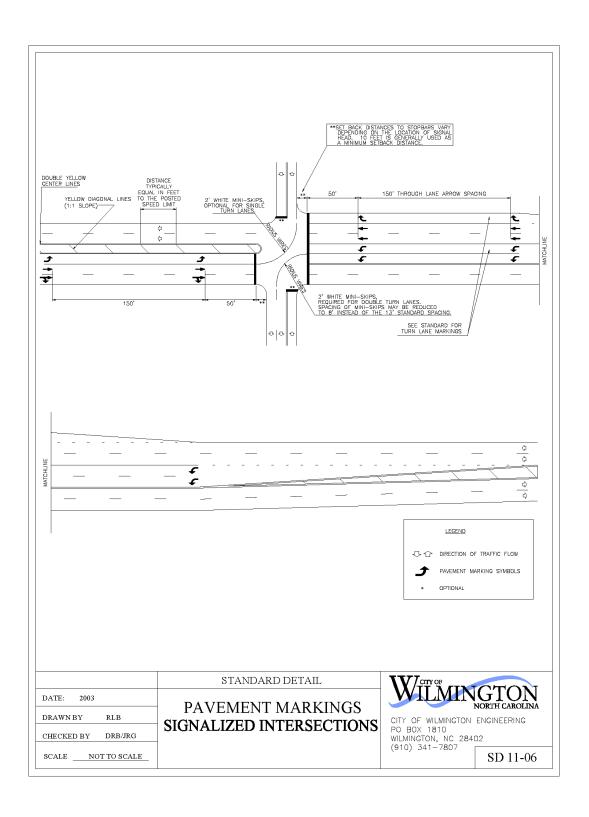
THERMOPL	JRE AND BE CLEAN, FREE OF DIRT AND ASTIC SHALL ONLY BE INSTALLED WHERE G. PAINT SHALL ONLY BE INSTALLED WH SING.	PÁVEMENT IS 50° F	
	STANDARD DETAIL	W CITY OF COLUMN	\~
DATE: DECEMBER, 2011	PAVEMENT MARKINGS	WILMINGTON NORTH CAROLIN	۹.
DRAWN BY JSR CHECKED BY BDR. P.E.	LINE TYPES	CITY OF WILMINGTON ENGINEERING PO BOX 1810 WILMINGTON, NC 28402	
SCALE NOT TO SCALE		(910) 341–7807 SD 11-0	1
		55 11-0	

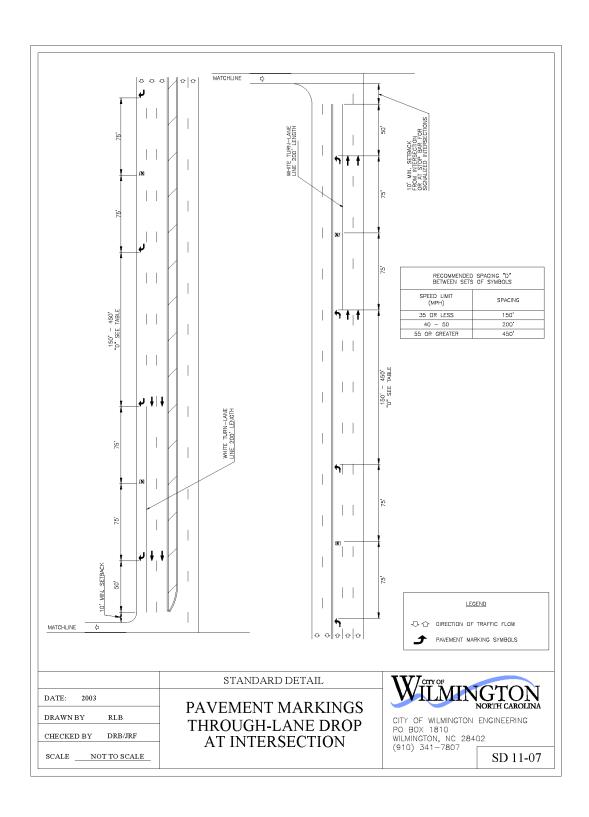


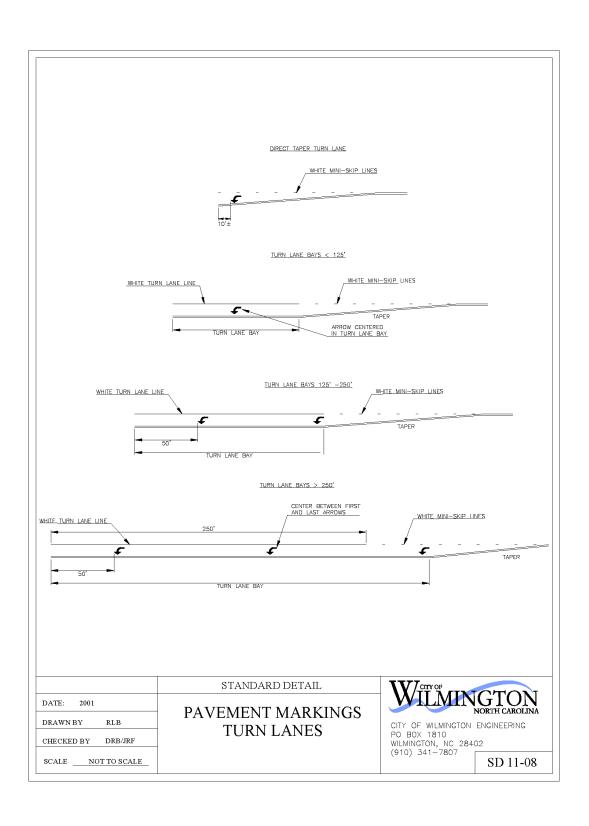


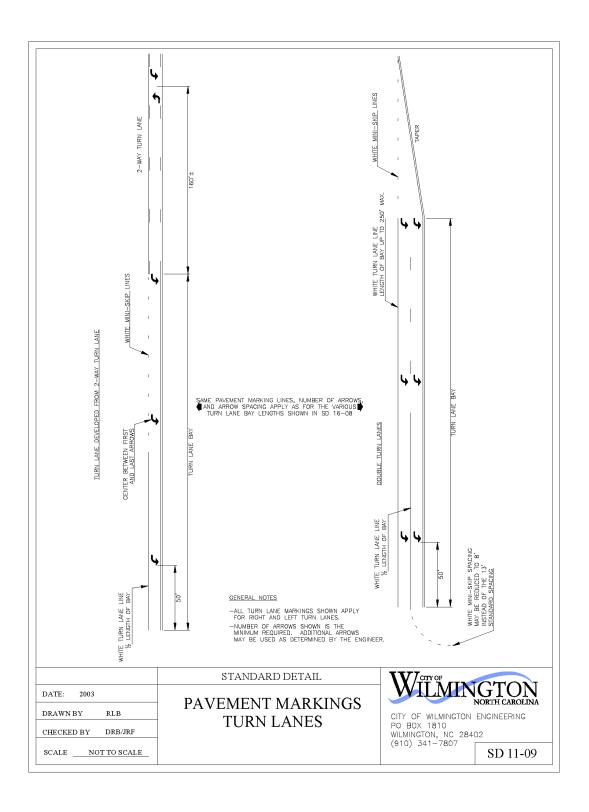












TYPE OF PAVEMENT MARKING	TYPICAL SPACING in FT (speed limit <= 45mph)
Centerlines——along through lanes	40
Centerlines——along horizontal curves	per Traffic Engineering
Skip Lines——along through lanes	40
Turn Lanes——Skip Lines	40
Turn LanesSolid Lane Lines	20
Turn Lanes——Centerlines	40
Painted Islands——White	20
Painted Islands——Yellow	40
Raised Median Islands	40
Other Markings	per Traffic Engineering

GENERAL NOTES

- -CRYSTAL/RED MARKERS SHALL BE USED ALONG WHITE PAVEMENT MARKINGS UNLESS OTHERWISE DIRECTED BY TRAFFIC ENGINEERING. RED SIDE OF MARKER TO FACE "WRONG-WAY" TRAFFIC.

 -PAVEMENT MARKERS SHOULD NOT BE PLACED CLOSER THAN 2 INCHES TO A PAVEMENT CONSTRUCTION JOINT, EXCEPT WHEN PLACED BETWEEN DOUBLE YELLOW CENTERLINES.

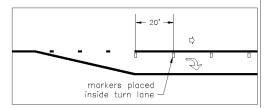
 -PAVEMENT MARKERS SHOULD NOT BE PLACED DIRECTLY ON PAVEMENT MARKINGS.

 -PAVEMENT MARKERS USED IN CONJUNCTION WITH DOUBLE YELLOW CENTERLINES SHALL BE PLACED MID-WAY BETWEEN THE LINES, WITH A GAP BETWEEN MARKER AND MARKINGS.

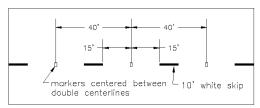
PLACEMENT ALONG YELLOW CENTERLINES

40' -- 40' -15' - 15 markers centered between double centerlines

PLACEMENT ALONG TURN LANE LINES



PLACEMENT ALONG WHITE SKIP LINES

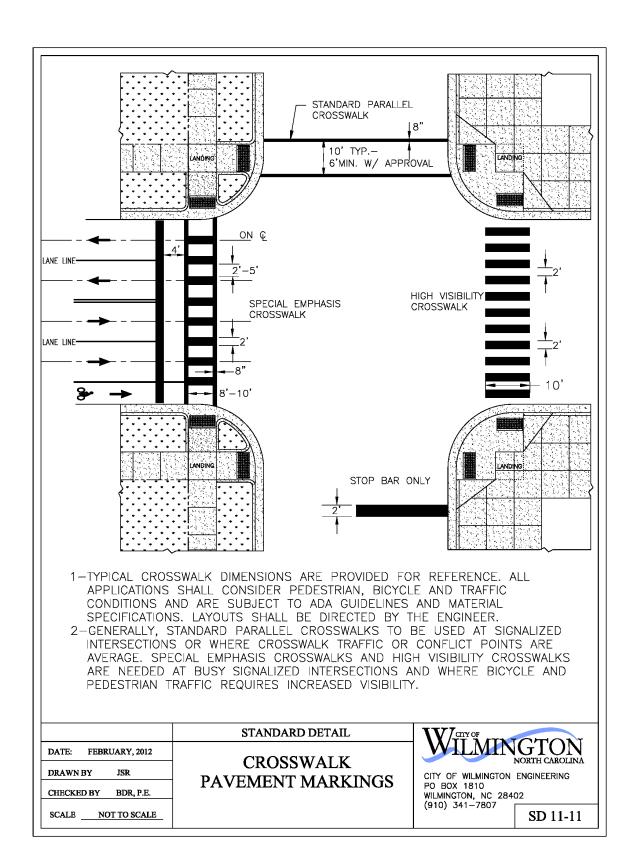


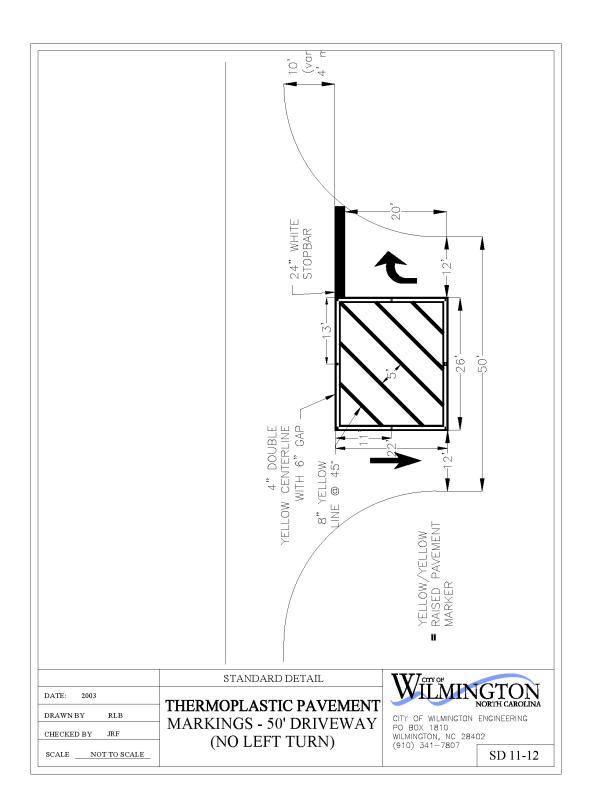
LEGEND

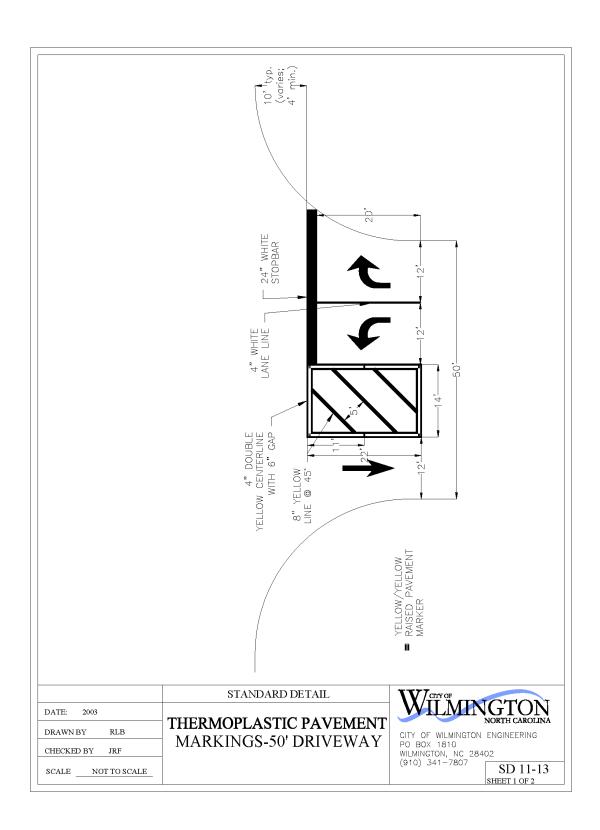
♣ ☆ DIRECTION OF TRAFFIC FLOW

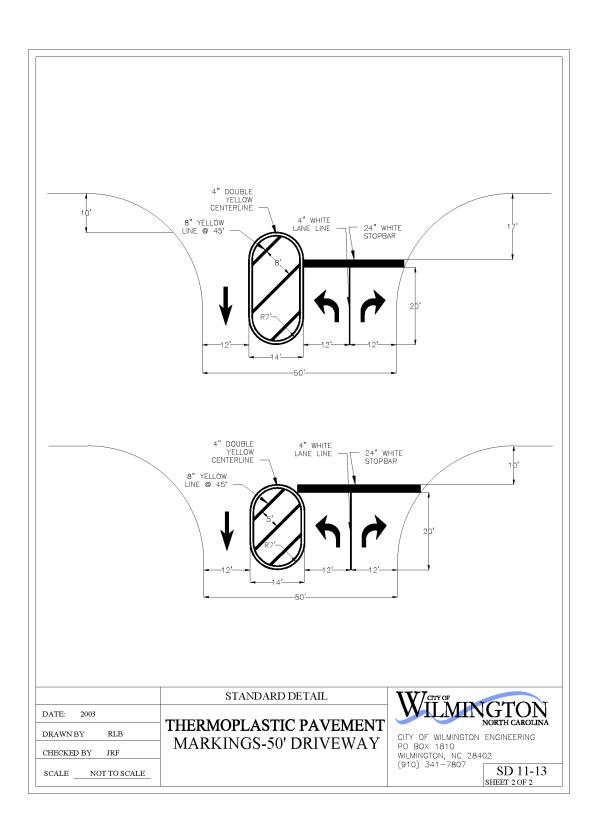
- AMBER / AMBER MARKER
- CRYSTAL / RED MARKER

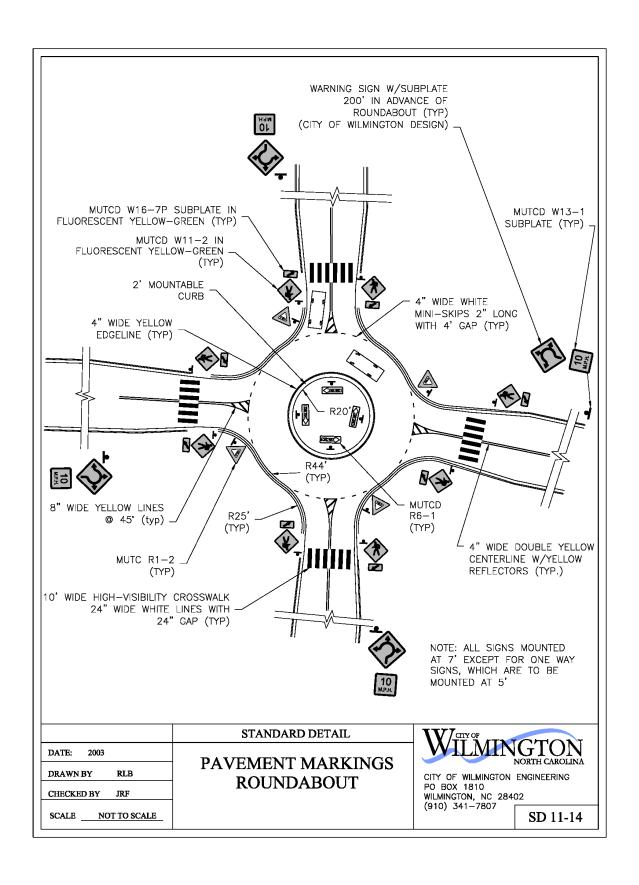
	_]
	STANDARD DETAIL	CITY OF	OHOLI
DATE: 2003	DAMENIT MADIZINICO		GTON NORTH CAROLINA
DRAWN BY RLB	PAVEMENT MARKINGS	0.577 0.5 1111 1111 0.501	
CHECKED BY DRB/JRF	RAISED PAVEMENT MARKERS	WILMINGTON, NC 284	02
SCALENOT TO SCALE_		(910) 341-7807	SD 11-10











SECTION 3: WORK SUMMARY AND LOCATIONS

2025 PAVEMENT MARKINGS BY LOCATION																											
	l I	Yellow	Yellow		White Edge	Lane	White Parking	White 10' Skip	2' Mini-	Cross walk	Cross walk	24" White Stopb	Cross	Turn or Left Turn	Through		U- Turn		Lane Straight	meric Character	Character	Transverse Band	Alphanum eric Character	Line, RRX	Transverse		Arrows
	Solid	Solid	10' Skip	al Line	line	line	line	line	Skip	Line	Line	ar	walk	Arrow	Arrow	Arrow	Arrow	Symbol	Arrow	"ONLY"	"SCHOOL"	@"SCHOOL"	"RR"	(16")	Band @"RR"	Removal	Removal
	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	L (ft.)	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	L (ft.)	L (ft.)	L (ft.)	EA
Blair School Rd	1700	, ,	, ,	` ,	3000	, ,	` '	, ,	66			40	50								1	50)	, ,		, ,	
Burnt Mill Dr / Emerson St	4900			100		45			70		175	25	140	3	1	1	L										
Covil Ave	1355					700	0	200				100	1	4	2	4	Į			2	2		6	132	. 80		
Fairview Dr.	3710	100				610	0	30			100	25	5	9	0	1	L									2000	2
Holly Tree Rd	615	2694	700			490			250			65		17	3	1	L										
JEB Stuart Dr					5700				164			30															
Long Leaf Acres Dr	2300				4750							15	5														
N. MacMillian Ave	4000			40	8925	156	20		100			40		4				10	10		2	140)				
Medical Center Dr.	600	3000				650			100			25		40		4	Į.										
Randall Pkwy	300	450		125	20000	1650		3500				120)	43	68	(5 2	21	1 21	. 5	4	:					
Stonewall Jackson Dr					8500				88																		
Wrightsville Ave	650											20				1	L										
Cinema Dr	1200										70		50														
Wellington Ave	4400	1200	280		7200				100			45		9		2	2										
Peachtree Ave	1400				2800	40			35			35		2													
Park Ave	2500				5000				180			75															
Bob King Dr	325	2400	540			275			60			55		15		2	2										
Sunnyvale Dr	7600				15250				60			85															
Bryan Rd	3050				6250				10			20)														
TOTALS	40605	9844	2460	330	87375	4741	20	3730	2203	190	345	820	240	146	74	22	2 2	31	1 31	. 7	9	190	6	132	80	2000	2

SECTION 4: LOCATION MAPS

