

# **REQUEST FOR PROPOSALS**

## **THERMOPLASTIC PAVEMENT MARKINGS**

**RFP # 269.2025.143**



**CITY OF CHARLOTTE  
NORTH CAROLINA**

**JUNE 12, 2025**

**REQUEST FOR PROPOSALS**  
**RFP # 269.2025.143**  
**Thermoplastic Pavement Markings**

June 12, 2025

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for Thermoplastic Pavement Markings. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - <https://charlottenc.bonfirehub.com>) to accept and evaluate proposals for this RFP. Proposals must be submitted

A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **June 23, 2025 at 11 a.m. No onsite meeting will be held and Service Provider(s) should not come to the City expecting to attend in person.** While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are encouraged to participate.

[Join the meeting now](#)

**Meeting ID: 286 102 807 690 1**

**Passcode: iN7pv7xH**

**Dial in by phone**

[+1 872-256-4172,,374871602#](#) United States, Chicago

[Find a local number](#)

**Phone conference ID: 374 871 602#**

The City is an equal opportunity purchaser.

Sincerely,

*Robert Andrews*

Procurement Officer

**Checklist for submitting a Proposal:**

- Step 1**      **Read the document fully.**
- Step 2**      Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
- Step 3**      (Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
- Step 4**      Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in word format (with redlines/tracked changes)
- Step 5**      Monitor the Procurement Portal for any addendums and/or responses to questions.

**If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFP.**

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.

**TABLE OF CONTENTS**

<b>1. INTRODUCTION.....</b>	<b>2</b>
1.1. OBJECTIVE. ....	2
1.2. DEFINITIONS.....	2
1.3. ACCURACY OF RFP AND RELATED DOCUMENTS.....	4
1.4. CITY’S RIGHTS AND OPTIONS.....	5
1.5. EXPENSE OF SUBMITTAL PREPARATION. ....	5
1.6. PROPOSAL CONDITIONS. ....	5
<b>2. PROCUREMENT PROCESS. ....</b>	<b>10</b>
2.1. SCHEDULE AND PROCESS. ....	10
2.2. INTERPRETATIONS AND ADDENDA. ....	10
2.3. PRE-PROPOSAL CONFERENCE.....	10
2.4. SUBMISSION OF PROPOSALS. ....	11
2.5. CORRECTION OF ERRORS. ....	11
2.6. EVALUATION. ....	11
2.7. CONTRACT AWARD BY COUNCIL. ....	11
2.8. VENDOR INCLUSION.....	11
<b>3. SCOPE OF THERMOPLASTIC PAVEMENT MARKINGS. ....</b>	<b>12</b>
3.1. GENERAL SCOPE. ....	12
3.2. INTENDED TERM OF CONTRACT. ....	12
3.3. PRICE ADJUSTMENT(S).....	12
3.4. PROHIBITED MATERIALS.....	13
3.5. WORK HOURS. ....	13
3.6. PERSONNEL.....	13
3.7. SUPERVISION.....	13
3.8. SUPERVISION OF WORK. ....	13
3.9. SAFETY. ....	14
3.10. NORMAL RESPONSE TIME.....	14
3.11. MATERIAL APPLICATION.....	14
3.12 OSHA REQUIREMENTS.....	15
3.13 DAILY CLEANUP OF WORK SITE. ....	15
3.14 ADDITIONAL WORK MATERIALS.....	15
3.15 HOLIDAY WORK RESTRICTIONS. ....	16
3.16 WORKING HOURS. ....	16
3.17 TRAFFIC CONTROL. ....	17
3.18 SPECIFICATIONS -PAVEMENT MARKINGS, MARKERS, AND DELINEATION.....	18
<b>4. PROPOSAL CONTENT AND FORMAT. ....</b>	<b>35</b>
<b>5. PROPOSAL EVALUATION CRITERIA. ....</b>	<b>36</b>
QUALIFICATIONS, EXPERIENCE AND REFERENCES. (VALUE 45 POINTS) .....	36
COST EFFECTIVENESS AND VALUE. (VALUE 40 POINTS) .....	36
ACCEPTANCE OF THE TERMS OF THE CONTRACT. (VALUE 15 POINTS) .....	36

## Section 1

### Introduction and General Information

---

#### 1. INTRODUCTION.

##### 1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the city to determine which Company/ies and Proposed Solutions will best meet the City's needs for pavement markings, thermoplastic pavement markings, and line removal services as needed (the "Project"). The city is seeking companies whose combination of experience and expertise will provide timely, high-quality services for the City.

##### 1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business INclusion/CBI:</i>	Refers to the Charlotte Business INclusion office of the City of Charlotte.
<i>Charlotte Business INclusion Policy/CBI Policy:</i>	Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBES located in the Charlotte Combined Statistical Area.
<i>Charlotte Combined Statistical Area:</i>	Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the City's best interests in this Project.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and the Company for all or part of the Services.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Department:</i>	Refers to a department within the City of Charlotte.

## Introduction and General Information

<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.
<i>Milestones:</i>	Refers to an identified deadline for the completion of specific Services and/or the Acceptance of identified Deliverables, as specified in this RFP.
<i>Minority-owned Business Enterprise/ MBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs, and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Project:</i>	Refers to the City's need for a company to provide Thermoplastic Pavement Markings for the City.
<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.

## Introduction and General Information

<i>Recyclability:</i>	Refers to products or materials that can be collected, separated, or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Thermoplastic Pavement Markings as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goal:</i>	Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
<i>Woman-owned Business Enterprise/WBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

### 1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be

---

**Introduction and General Information**

responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for submitting them per Section 2.2.

**1.4. City's Rights and Options.**

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To require one or more Companies to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted
- 1.4.4. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.5. To waive any defect or irregularity in any Proposal received;
- 1.4.6. To reject any or all Proposals;
- 1.4.7. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- 1.4.8. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.9. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms;
- 1.4.10. To terminate discussions and negotiations with any Company at any time and for any reason;
- 1.4.11. To issue additional requests for information; and
- 1.4.12. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interest of the City.

**1.5. Expense of Submittal Preparation.**

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

**1.6. Proposal Conditions.**

- 1.6.1. The following terms are applicable to this RFP and the Company's Proposal Not An Offer. This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the



## Introduction and General Information

---

Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

### 1.6.2. Right to Terminate Discussions.

The Company's participation in this process might result in the City selecting the Company to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

### 1.6.3. Trade Secrets and Personal Identification Information.

#### Definition.

Upon receipt by the City, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

#### Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.

#### Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

#### Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

### 1.6.4. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

---

**Introduction and General Information**

---

- 1.6.5.      **Reservation of Right to Change Schedule.**  
The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.
- 1.6.6.      **Reservation of Right to Amend RFP.**  
The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to [the Procurement Portal](#). Companies are required to acknowledge receipt of each addendum.
- 1.6.7.      **No Collusion or Conflict of Interest.**  
By responding to this RFP, the Company shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Company submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.6.8.      **Proposal Terms Firm and Irreversible.**  
The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.
- 1.6.9.      **Charlotte Business INclusion Program.**  
Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.
- The CBI Policy and CBI Manual are posted online here: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com)
- To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

There is a **Goal Waiver** for this listing,

**The city strongly encourages participation whenever possible.**

City certified MWSBE firms can be found in the City's InclusionCLT system:

<https://charlotte.diversitycompliance.com/>

## Section 1

### Introduction and General Information

---

- 1.6.10. Subcontracting.  
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors. Additionally, the City must be named as a third-party beneficiary in all subcontracts.
- 1.6.11. Equal Opportunity.  
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.12. Title VI Solicitation Notice: Note: Unless otherwise stated herein, this section is only applicable to purchases made by or on behalf of the Aviation Department. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- 1.6.13. Use of City's Name.  
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.14. Withdrawal for Modification of Proposals.  
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.
- 1.6.15. No Bribery.  
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.6.16. Exceptions to the RFP.  
Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including in the Sample Contract. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.
- Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during

## Introduction and General Information

Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted. The City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in the Sample Services Contract. The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

### 1.6.17. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

### 1.6.18. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Company's own risk.

### 1.6.19. Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Reduced Packaging	Biodegradability
Compostability	Durability
Reduced toxicity	Take-back options
Energy Efficiency	Water efficiency
Life Cycle Management	Pollution Prevention
Low volatile organic compounds	End-of-life management

Companies able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal using the provided Questionnaire in the Procurement Portal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

### 1.6.20. Disclaimer

Each Company must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

## Section 2

### Procurement Process

#### 2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

##### 2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
June 12, 2025	<i>Issuance of RFP.</i> The City issues this RFP.
June 18, 2025	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.2 by 3 p.m.
June 23, 2025	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 11 a.m.
June 25, 2025	<i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 3 p.m.
June 27, 2025	<i>Proposal Submission.</i> Proposals are due by 3 p.m. via the Procurement Portal.
TBD	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
TBD	<i>Contract Award by Council.</i>
TBD	<i>Services Commence.</i> Company begins providing the Services.

##### 2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question through the **Vendor Discussion** section on the Procurement Portal; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal due date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **3 p.m. on June 18, 2025.**

After the Pre-Proposal Conference, questions must be submitted in the Procurement Portal by the deadline stated in Section 2.1.

When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Procurement Portal.

##### 2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **June 23, 2025 at 11 a.m.** Meeting information is provided below:

[Join the meeting now](#)

Meeting ID: 286 102 807 690 1

Passcode: iN7pv7xH

**Dial in by phone**

[+1 872-256-4172,,374871602#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 374 871 602#

## Section 2

### Procurement Process

---

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify the City in advance through the **Vendor Discussion** section of the Procurement Portal.

#### 2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP by **June 23, 2025 on or before but no later than 3 p.m.**

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

#### 2.5. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

#### 2.6. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

#### 2.7. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within **one hundred eighty (180) calendar** days after opening of the Proposals, the Company may request that it be released from the Proposal.

#### 2.8. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

### **3. SCOPE OF THERMOPLASTIC PAVEMENT MARKINGS.**

#### **3.1. General Scope.**

Charlotte Department of Transportation (CDOT) is committed to enhancing the driving, bicycling, and walk experience through planning, operating, and maintaining the City's transportation choices for residents and visitors. An important objective is to sustain maintain and enhance the City's transportations infrastructure which consists over 300 square miles and 2,450 centerline miles of street, more than 100 signalized intersections, 200,000 traffic control signs and approximately 2,015 linear miles of sidewalk.

**This project requires no bond elements. The city anticipates awarding to multiple contractors, however;**

**To be considered compliant at the time of the bid submission, contractors must be active and listed on the NCDOT's approved vendor list for pavement markings and have the NCDOT certifications for the work they will perform. Contractors who do not meet this requirement will be considered non responsive and those proposals will not be reviewed.**

This is a task order-based contract for on-call services of pavement markings, thermoplastic pavement markings, and line removal. The markings and removal will be performed on roadways that are maintained by the City of Charlotte and by the North Carolina Department of Transportation (NCDOT).

All work and materials shall be in accordance with the provisions of the General Guideline of this contract, the Project Special Provisions, the NCDOT Standard Specifications for Roads and Structures 2024, the NCDOT Roadway Standard Drawing 2024, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) and the current edition of the City of Charlotte Work Area Traffic Control Handbooks (WATCH)

The services will be established via Tasks Orders.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2024, the North Carolina Department of Transportation Roadway Standard Drawings 2024, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) and the current edition of the City of Charlotte Work Area Traffic Control Handbook (WATCH).

While the City is flexible with respect to certain elements of the Pavement Markings, Thermoplastic Pavement Markings and Line Removal Services, the City has specific requirements and preferences for the Service delivery method.

#### **3.2. Intended Term of Contract.**

For the purpose of this solicitation if awarded, the initial term of one (1) year with the potential for four (4) optional one (1) year renewals.

#### **3.3. Price Adjustment(s).**

Fix and firm pricing for the initial terms. After the initial term, any request for a price adjustment, must be submitted in writing ninety (90) days prior to the commencement of the renewal term. The City is the sole determiner of renewal and price adjustment.

**3.4. Prohibited Materials.**

The vendor shall obtain from the manufacturer of the product(s) utilized, shall certify that the product(s) do not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen, as defined in 29 CFR1910.1200.

**3.5. Work Hours.**

Routine operations will be restricted to daylight hours. Work may only be performed when visibility allows safe operations. Weekend work may be necessary at many locations. Emergency or non-routine work shall be performed as necessary with prior approval by City's Project Manager. It may be necessary to pre-schedule certain types of work at many locations.

Emergency or non-routine work will be performed as necessary with prior approval by the City's Project Manager. Authorization for working at night may be possible provided contractor can meet noise ordinance restrictions and has proper lighting and traffic control. The city must preapprove any work to be done at night.

**3.6. Personnel.**

Professional Behavior. The Contractor's personnel will behave responsibly, professionally and show courtesy to the general public and City work crews at all times while performing the work for the City. The City's Project Manager, at their sole discretion, may request the Contractor to reprimand and/or promptly remove any employee or sub-contractor for any one or more, but not limited to, the following reasons:

- Intoxication
- Use of cell phone while engaged in traffic control operations
- Smoking while performing traffic control duties

All personnel shall be clearly identified with the name of the company on their uniform. They shall maintain a neat and clean appearance and wear appropriate clothing. Shirts shall be worn at all times. Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. Employees shall be dressed appropriately, which included proper

**3.7. Supervision.**

This contract will be under the direct supervision of the City or its authorized representatives. Contractor shall have available at all times on the project one competent individual who has been authorized to act in a supervisory capacity over all work that is actually being performed. The individual who has been so authorized shall be experienced in the type of work being performed and is fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and of receiving and carrying out directions from the City. This individual shall be authorized by the Contractor to accept and act upon all directives issued by the City.

**3.8. Supervision of Work.**

The City Project Manager or other City inspector shall have the authority to suspend the work wholly or in part by written order for such periods as may be deemed necessary for any of the following reasons:

- a. Conditions considered unfavorable for the suitable prosecution of the work, or
- b. The Contractor's failure to correct conditions unsafe for workmen or the general public, or



- c. The Contractor has not carried out orders given by the City Project Manager or City inspector, or
- d. The Contractor's failure to perform any provisions of the contract.

**3.9. Safety.**

The City of Charlotte is committed to safety. All safety items must meet or exceed current NCDOT regulations and requirements. The following are the minimum requirements:

- 3.9.1. Crews. Contractor shall provide sufficient personnel to complete the assigned task. The City reserves the right to request additional personnel if it determines the safety or timeliness of the project will be impacted.
- 3.9.2. Project Manager. The Successful Contractor shall designate a project manager, who will be responsible for overall management and coordination of the Services for that specific project.
- 3.9.3. Personal Protective Equipment (PPE). All personnel will have the appropriate personal protective equipment and accessories to accomplish their tasks in a safe and effective manner. Personal protective equipment will include as a minimum: hard hats, high visibility outer garments, ear and eye protection, appropriate clothing with company logo visible, appropriate steel toe boots with ankle protection.

Non-compliance to the above PPE will be considered in violation of the contract and will result in immediate dismissal of personnel involved from the job site and continued non-compliance will result in the agreement being canceled.

**3.10. Normal Response Time.**

Pre-construction site meeting will begin within a week of notification per project.

**3.11. Material Application**

- 3.11.1. Weather Limitations: The painting shall be performed only when the surface is dry and when the surface temperature is at least 45 degrees F (7 degrees C) and rising and the pavement surface temperature is at least 5 degrees F (2.7 degrees C) above the dew point. Painting will not be permitted during low visibility conditions (fog).
- 3.11.2. Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead-dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce as even and uniform film thickness at the required coverage and shall apply markings of uniform cross sections and clear-cut edges without running or spattering and without over spray.

- 3.11.3. Preparation of Surface. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required

## Section 3

### Scope of Services

---

to remove all dirt, laitance, and loose materials. Paint shall not be applied to cement concrete pavement until the areas to be painted are cleaning of curing material. Sandblasting or high-pressure water shall be used to remove curing materials.

- 3.11.4. Layout of Markings. The proposed markings shall be laid out in advance of the paint application.
- 3.11.5. Applications. Paint shall be applied at the locations where directed by the City and to the dimensions and spacing as indicated. Paint shall not be applied until the layout and condition of the surface have been approved by the City.

#### Observation Period

In addition to the requirements of Subarticle 1205-3(H), maintain responsibility for minimum retroreflective values for a 30-day period beginning upon the Engineer's acceptance of all markings on the project. Guarantee retroreflective values of the markings during the 30-day period under the payment and performance bond in accordance with Article 105-17.

### **3.12 OSHA Requirements.**

Contractor shall comply with all Occupational Safety Health Act Standards (OSHA) applicable to the Work and employees must wear OSHA required safety equipment while working on the Project site.

### **3.13 Daily Cleanup of Work Site.**

Clean up all rubbish and excess materials every day and leave all travel ways and ground occupied within the Project limits in connection with the Work in an acceptable condition.

### **3.14 Additional Work Materials.**

The Contractor shall perform extra work whenever it is deemed necessary or desirable to complete fully the work as contemplated. Extra work shall be performed in accordance with the contract and as directed. No extra work shall be commenced before specific authorization for the performance of such extra work being given by the Engineer. Please see NCDOT

Extra work that is specifically authorized by the Engineer will be paid in accordance with Subarticle 104-8(A) as described below:

(<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf> )

When the Contractor is required to perform work that is, in his opinion, extra work, he shall notify the Engineer in writing before performing such work. The Engineer will investigate and, based upon their determination, one of the following will occur.

(A) If the Engineer determines that the affected work is extra work, the Contractor will be notified in writing by the Engineer and compensation will be made in accordance with Subarticle 104-8(A).

(B) If the Engineer determines that the work is not extra work, he will notify the Contractor in writing of his determination. If the Contractor upon receipt of the Engineer's written determination intends to file a claim for additional compensation by reason of such work, he shall notify the Engineer in writing of such intent before beginning any of the alleged extra work and in conformance with Subarticle 104-8(B).

Work performed without prior written consent of the Engineer will be considered incidental to the work of the contract.

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the Contractor Claim Submittal Form available through the Construction Unit.

**(104-8) COMPENSATION AND RECORD KEEPING**

(A) When the Engineer and Contractor agree that compensation is due, payment will be made in accordance with one of the following:

- (1) When the Engineer and the Contractor agree to the prices to be paid, the agreement will be set forth in a supplemental agreement. If the estimated total cost of the affected work is equal to or less than \$25,000 and the prices for performing the work have been mutually agreed to, the Contractor may begin work before executing the supplemental agreement. If the estimated total cost of the affected work is more than \$25,000, the Contractor shall not begin the affected work until the supplemental agreement is executed.

**3.15      Holiday Work Restrictions.**

No work shall be performed on the Project which is subject to measurement or payment when City offices are closed for observed City holidays and/or when the NCDOT restricts activities on NCDOT maintained roadways. This restriction does not relieve the Contractor from the responsibility of ensuring the safety and well-being of pedestrian and vehicular traffic, and for the protection of public and private property.

In emergencies and certain other conditions deemed necessary by the Engineer, the Contractor may be directed to work on weekends or holidays. There will be no separate measurement or payment for work done under these directives other than those established in the Contract.

**3.16      Working Hours.**

Routine operations will be restricted to daylight hours. Work may only be performed when visibility allows safe operations. Weekend work may be necessary at many locations. Emergency or non-routine work shall be performed as necessary with prior approval by City's Project Manager. It may be necessary to pre-schedule certain types of work at many locations.

Emergency or non-routine work will be performed as necessary with prior approval by the City's Project Manager. Authorization for working at night may be possible provided

contractor can meet noise ordinance restrictions and has proper lighting and traffic control. The city must preapprove any work to be done at night.

**3.17 Traffic Control.**

The Contractor shall be thoroughly familiar with the current edition of the Work Area Traffic Control Handbook (WATCH). All traffic control devices and procedures shall conform to the requirements of the WATCH, the current edition of the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

Under no circumstances shall the WATCH requirements be less restrictive than what is required by the MUTCD or NCDOT Supplement to the MUTCD. Any requirements prescribed by the MUTCD or amendments by the NCDOT Supplement to the MUTCD will supersede the requirements of the WATCH should conflict arise.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants in accordance with Section "Miscellaneous Considerations, INGRESS AND EGRESS" of the WATCH.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

The Contractor shall not work on both sides of the road simultaneously within the same area.

The Contractor must provide necessary warning devices and personnel for safety instructions to pedestrian and vehicular traffic within the Project area. These must be in accordance with the following:

- The current edition of the Charlotte Department of Transportation (CDOT) Work Area Traffic Control Handbook (WATCH) for City maintained streets.  
[http://charlottenc.gov/Transportation/Permits/Documents/2014%20Work%20Area%20Traffic%20Control%20Handbook%20\(WATCH\).pdf](http://charlottenc.gov/Transportation/Permits/Documents/2014%20Work%20Area%20Traffic%20Control%20Handbook%20(WATCH).pdf)
- The current edition of the North Carolina Department of Transportation NCDOT Standard Specifications for Roads and Structures and the NCDOT Standard Roadway Standard Drawing, Division 11 for state maintained roads.  
<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>  
  
<https://connect.ncdot.gov/resources/Specifications/2024StandardRdwyDrawings/Division%2011%20Work%20Zone%20Traffic%20Control.pdf>

## Section 3

### Scope of Services

---

- The current edition of the United States Department of Transportation, Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) for federally funded highways.  
<http://mutcd.fhwa.dot.gov/>

During the performance of the Work, park on side streets and not on major thoroughfares. Parking on medians is prohibited.

No work may be performed on any City right-of-way that restricts traffic flow during the hours of 7:00 to 9:00 AM and 4:00 to 6:00 PM, Monday through Friday.

**Beginning Work and Street Closings:** The Contractor is responsible for notifying the Transportation Engineering Division of CDOT (Gus Jordi: 704-336-7086) in accordance with Sections "Approval and Notification Requirements for Work in the Public Right-Of-Way" and "Notifications for complete Roadway Closure" of the WATCH of any work where the number of travel lanes is reduced from normal conditions.

**Pedestrian Considerations:** The Contractor shall accommodate the needs of all pedestrians in accordance with Section "Pedestrian Considerations" of the WATCH.

**Use of Police Officers:** When it is necessary for the CONTRACTOR to use Police Officers for intersection traffic control, they shall be off duty and/or subcontracted by the CONTRACTOR at no cost to the City. On duty Police Officers will only be listed during emergency situations.

**Equipment and Material Storage:** During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor as specified in Section "Miscellaneous Considerations, STORAGE OF EQUIPMENT AND MATERIALS" of the WATCH.

#### **3.18 Specifications -Pavement Markings, Markers, and Delineation.**

**All work must be done in compliance with meeting the requirements in the NCDOT Standard Specifications for Roads and Structures (January 2024)**

<https://connect.ncdot.gov/resources/Specifications/2024StandardSpecifications/2024%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

#### **3.19 Reclamation of Waste or Borrow Sources:**

All removal, disposal, and storage of waste and borrow material for this project will be required to meet the NCDOT Standard Specifications for Roadways and Structures. In addition, the following City requirements apply. If any borrow or waste areas are to be utilized, it shall be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring at the site, either as part of the agreement with the Contractor, or on his own. The cost of all work of securing the borrow site, sediment control, re-grading and seeding shall be the responsibility of the property owner or contractor per their separate agreement.

The City will not participate in the cost of this reclamation work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the Project.

**3.20        Hazardous Materials:**

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area, discontinue operations, and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions. All activities shall be required to meet the NCDOT Standard Specifications for Roadways and Structures.

**3.21        Financial Responsibility, Sedimentation Pollution Control Act:**

If this project is subject to the "North Carolina Department of Environmental Health and Natural Resources Sediment Pollution Control Act", the City has already acquired the permit. The Contractor, upon recommendation of award shall complete Part B of the Financial Responsibility/Ownership form provided by the City. The City will then transfer financial responsibility of the erosion control permit to the Contractor. The City of Charlotte will pay the cost of the application fees. The Contractor will be responsible for any fines levied for violation of the approved erosion control plan.

Site monitoring shall be done by either a PE or a certified Charlotte-Mecklenburg Certified Site Inspector.

**3.22        Storage of Materials and Equipment:**

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the City.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

**3.23        Quantity Tickets:**

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Project Inspector within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

**3.24        Periodic Payments:**

The City will make partial payments based on the work progress. estimates prepared by the Engineer and on the payment requests submitted by the Contractor on a monthly schedule established by the Engineer. Partial payments will be made within thirty (30) calendar days after receipt of a complete and accurate payment request. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

The Contractor shall submit the following required documents with each payment request:

1. Payment Affidavit
2. Sales/Use Tax Statement (provided by the City).

The Contractor shall submit an updated project schedule with every partial payment request. The schedule shall detail the entire project and incorporate a Critical Path Method (CPM) analysis that adheres to the Traffic Control Plan, or be in a format that reflects the Work Area Traffic Control Handbook and meets the approval of the Engineer. Partial payment requests that do not include an updated project schedule will be deemed incomplete and the payment request will not be processed until the updated schedule is received. In the event the Contractor fails to submit an updated schedule for a period in excess of thirty (30) days of the scheduled submission date, the surety will be notified of the pending breach and requested to provide assistance in obtaining the schedule to avoid a declaration of default under the terms of the Contract.

Payment requests, Payment Affidavits (CBI Form 6) and Sales/Use Tax Statement shall be submitted on the forms provided by the City.

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

**3.25        Final Payment:**

Final Payment will be made in accordance with Section 109-9 and 109-10 of the NCDOT Standard Specifications.

The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waive of Claim (form provided by the City);
2. Payment Affidavit
3. State/County Sales/Use Tax Statement (form provided by the City); and

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

**3.26        Payment Affidavits:**

To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion

Program, the City tracks the utilization of subcontractors and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purpose, it is important that the City obtain this data not only for minority, female and small business suppliers and subcontractors, but also for other subcontractors and suppliers. As a condition to receiving payment under this Contract, the Contractor agrees to provide to the City with each invoice for payment submitted under this Contract, a written payment affidavit detailing the amounts paid by the Contractor to first tier subcontractors and suppliers in connection with this Contract ("Payment Affidavits"). Payment Affidavits shall be in the format specified by the City from time to time, and shall include all payments made to subcontractors and suppliers under this Contract that are not included on a prior Payment Affidavit.

Failure to provide a properly completed version of each Payment Affidavit required by this Section shall constitute a default under this Contract, and shall entitle the City to: (a) withhold payment of any amounts due the Contractor (whether under this Contract or otherwise), or (b) exercise any other remedies legally available for breach of this Contract, or (c) impose any other sanctions permitted under the City's Charlotte Business INclusion Program. In order to have a properly completed Payment Affidavit, each prime contractor and first tier subcontractor identified shall be registered in the City's Vendor Registration System. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City's Vendor Registration System, and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

**3.27 Guarantee**

Unless otherwise noted herein, The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item. If the manufacturer's warranties for the components are for a longer period, those longer period warranties will apply. Ensure that the manufacturer's warranties on all materials and equipment are fully transferable from the Contractor to the City.

Areas and/or other work disturbed while accessing and/or repairing/replacing warranty covered items shall be stabilized and repaired at no additional cost to the City.

**3.28 Termination**

**3.28.1. TERMINATION BY THE CITY FOR CAUSE**

1. The City may terminate the Contract if the Contractor:
  - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
  - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or



## Section 3

### Scope of Services

---

- d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - a. Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
  - b. Accept assignment of subcontracts; and
  - c. Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.

The City shall have authority to terminate the Contract without additional authorization by City Council.

4. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, such expenses shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.

#### **3.28.2. TERMINATION BY THE CITY FOR CONVENIENCE**

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
  - a. Cease operations as directed by the City in the notice;
  - b. Take actions necessary, or that the City may direct, for the protection and preservation of the work; and
  - c. Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Engineer shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of

such termination, along with reasonable overhead and profit for the completed work.

**3.29. Dispute Resolution**

It is understood and agreed that projects subject to NCGS 143-128(g-h) requires that disputes arising under a Contract subject to a dispute resolution process specified by the Owner (i.e., the City). In compliance with this statutory provision, the City specifies this Article as the dispute resolution process to be used on this Project, regardless if the Project is or is not subject to NCGS 143-128(g-h). It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the City is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and NCGS 143-128(g-h).

A. Any dispute arising between or among the Parties listed in Section C of this Article that arises from an agreement to perform services in conjunction with the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under the industry appropriate Mediation Rules ("Rules"). To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. The mediation provided in this Article shall be used pursuant to this Contract and NCGS 143-128(g-h) and is in lieu of any dispute resolution process adopted by any other government entity, which process shall not apply to this Project.

B. For purposes of this Article the following definitions shall apply:

- i) Party or Parties refers to the parties listed in Section C of this Article.
- ii) Project means project pursuant to this Contract.

C. The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the performance of the Project agree to participate in good faith in any mediation of a dispute subject to this Article and NCGS 143-128(g-h), including without limitation the following Parties (if any): Contractor, independent contractor(s) of the City, surety(ies), subcontractor(s), and supplier(s).

D. The Contractor and all other Parties shall include this Article in every agreement to which it (any of them) is a Party in performing the Services of the Project without variation or exception. Failure to do so will constitute a breach of this Contract, and the Contractor or other Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.

E. The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.

F. A dispute seeking the extension of any time limit set forth in an agreement to perform the Services for the Project shall be subject to mediation pursuant to this Article and NCGS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

G. For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

H. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

I. Prior to requesting mediation, a Party shall form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

J. If a Party breaches any provision of Section I of this Article, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

K. All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the City is named as a party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the City is named as a Party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

L. The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Mecklenburg County as the mediator shall determine.

M. The provisions of this Article are subject to any other provision of this Contract concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.

N. The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

**3.30. Traffic Control:**

Protection for Construction Staking: The Contractor is responsible for providing, placing, maintaining and removing upon completion, all traffic control devices necessary for the protection of survey crews performing construction staking requested by the Contractor for construction of this project when any offset, reference points, benchmark or any other control point is within the travel lane of any roadway, drive, parking lot or other area where vehicles could endanger or obstruct the survey crew.

**3.30.1. Beginning Work and Street Closings:**

The Contractor is responsible for notifying the Transportation Engineering Division of CDOT (Gus Jordi: 704-336-7086) in accordance with Sections "Approval and Notification Requirements for Work in the Public Right-Of-Way" and "Notifications for complete Roadway Closure" of the WATCH of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the Project. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

**3.30.2. Right-of-Way Use Permit:**

Contractors and service providers wanting to temporarily (more than five minutes and less than 30 days) occupy a traffic lane, planting strip or sidewalk within the public right of way (ROW) shall obtain a Right of Way Use Permit from CDOT. Each request to occupy the ROW is considered on a case-by-case basis to ensure that there is no adverse impact to public safety. Additionally, all requests shall comply with CDOT's Work Area Traffic Control Handbook (WATCH). The Contractor will be responsible for obtaining the Right-of-Way Use Permit(s) from CDOT for approval to work in the street rights-of-way in Charlotte. The permit(s) shall be obtained from:

Charlotte Department of Transportation  
Development Services Division  
Right of Way Management Section  
704-432-1562

600 East Fourth Street  
Charlotte, NC 28202

**3.30.3.     Traffic Control Plan:**

Traffic control will be performed by the Contractor based upon the Traffic Control Special Provisions. The Traffic Control Special Provisions may refer to plan sheets for major work items or details in the WATCH, or both.

The Contractor shall be thoroughly familiar with the current edition of the Work Area Traffic Control Handbook (WATCH). All traffic control devices and procedures shall conform to the requirements of the WATCH, the current edition of the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

Under no circumstances shall the WATCH requirements be less restrictive than what is required by the MUTCD or NCDOT Supplement to the MUTCD. Any requirements prescribed by the MUTCD or amendments by the NCDOT Supplement to the MUTCD will supersede the requirements of the WATCH should conflict arise.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer and it is approved by the Engineer. The Engineer may direct the Contractor to modify the traffic control if, in the Engineer's opinion, traffic is not moving safely or efficiently.

Traffic Control Phasing for this project shall be in accordance with the Traffic Control Plans and the reference diagrams from the WATCH. The contractor shall adhere rigidly to these plans and diagrams. If these diagrams are not typical for field conditions, the diagrams may be combined or altered upon approval of the Engineer. The standards and diagrams are the minimum required. Additional signs, cones, drums, barricades and warning devices may be used, but at no time will less than what is specified on the plans, in the standards, and on diagrams be acceptable.

Maintenance of Traffic: The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets, and the WATCH diagrams referenced in the Traffic Control Phasing.

Construction or maintenance work that involves closure of a lane of traffic will not be allowed during the peak flow hours as described in Section "Peak Flow Hours" of the WATCH, unless otherwise specified in the Contract Documents.

The Contractor shall use flagger control in accordance with the WATCH diagrams referenced in the Traffic Control Phasing and with Sections "Flagging Procedures", "Duration of Work", and "Temporary Traffic Control Zone Devices" of the WATCH.

## Section 3

### Scope of Services

---

In areas of drop-offs and low shoulders, the Contractor shall backfill up to the edge and elevation of the existing pavement in accordance with Section “Miscellaneous Considerations, DROP-OFFS AND LOW SHOULDERS” of the WATCH.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants in accordance with Section “Miscellaneous Considerations, INGRESS AND EGRESS” of the WATCH.

The Contractor shall not work on both sides of the road simultaneously within the same area.

The Contractor shall provide adequate drainage under driveways and within the Project area for the duration of the Project.

The Contractor shall mark all hazards within the Project limits with well-maintained signs, barricades, warning and/or channelizing devices.

**Traffic Control Devices:** The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with the WATCH. The Contractor shall notify CDOT regarding conflicting permanent signs. Only CDOT forces shall install, remove or relocate any permanent signs within the right-of-way. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

**Pedestrian Considerations:** The Contractor shall accommodate the needs of all pedestrians in accordance with Section “Pedestrian Considerations” of the WATCH.

**Equipment and Material Storage:** During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor as specified in Section “Miscellaneous Considerations, STORAGE OF EQUIPMENT AND MATERIALS” of the WATCH.

**Traffic Signals:** CDOT will furnish, erect, operate, maintain, relocate and remove all traffic signal equipment on the Project as necessary in accordance with the Project plans and specifications. The Contractor shall notify the Implementation Section Manager of CDOT at least 30 days prior to the installation, relocation or removal of traffic signal equipment on the Project. The Contractor shall not disturb any traffic signal equipment unless otherwise noted on the traffic control plans or directed to do so by the Engineer.

**Excavation and Trenches:** Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured as specified in Section “Excavations and Trenches” of the WATCH.

**Use of Police Officers:** When it is necessary for the CONTRACTOR to use Police Officers for intersection traffic control, they shall be off duty and/or subcontracted by the CONTRACTOR. On duty Police Officers will only be listed during emergency situations.

#### **3.31. Specifications – Pavement Markings, Markers, and Delineation**

## Section 3

### Scope of Services

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Provisions, the NCDOT Standard Specification for Roads and Structures 2018, specifically Division 12.

#### 3.31.2. **MOBILIZATION:**

Work covered by this specification consists of preparatory work and operations including but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to individual project sites. Item includes the necessary traffic control for the duration of the work according to the latest edition of the Work Area Traffic Control Handbook (W.A.T.C.H.) as described above and in accordance with this contract.

#### Measurement:

Mobilization will be paid for each project given to the contractor.

#### Payment:

All work for this item will be paid for at the contract unit price per each "Mobilization"

## SPECIAL PROVISIONS

### SP-01, PROJECT MOBILIZATION PER PROJECT LOCATION

#### DESCRIPTION

Beginning Work and Street Closings: The Contractor is responsible for notifying the Engineering & Operations Division of the Charlotte Department of Transportation (COOT: 704-336-4119) in accordance with "Approval and Notification Requirements for Work in the Public Right-Of-Way" Section and "Notifications for complete Roadway Closure" Section of the Work Area Traffic Control Handbook (WATCH) of any work where the number of travel lanes is reduced from normal conditions.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

Right-of-Way Use Permit: The Contractor will not be responsible for obtaining the Right-of-Way Use Permit(s) from COOT for approval to work in the streets rights-of-way in Charlotte. The Project Task Order and Plans will serve as the Right of Way Use Permit(s).

Traffic Control Plan: Traffic control will be performed by the Contractor based upon the Traffic Control Special Provisions. The Traffic Control Special Provisions may refer to details in the WATCH or plan sheets for major work items, or both.

The Contractor shall be thoroughly familiar with the current edition of the WATCH. All traffic control devices and procedures shall conform to the requirements of the WATCH, the current edition of the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

Under no circumstances shall the WATCH requirements be less restrictive than what is required by the MUTCD or NCDOT Supplement to the MUTCD. Any requirements prescribed by the MUTCD or

## Section 3

### Scope of Services

---

amendments by the NCDOT Supplement to the MUTCD will supersede the requirements of the WATCH should conflict arise.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer and it is approved by the Engineer. The Engineer may direct the Contractor to modify the traffic control if, in the Engineer's opinion, traffic is not moving safely or efficiently.

Traffic Control Phasing for this project shall be in accordance with any Traffic Control Plans and the reference diagrams from the WATCH. The contractor shall adhere rigidly to these plans and diagrams. If these diagrams are not typical for field conditions, the diagrams may be combined or altered upon approval of the Engineer. The standards and diagrams are the minimum required. Additional signs, cones, drums, barricades and warning devices may be used, but at no time will less than what is specified on the plans, in the standards, and on diagrams be acceptable. Maintenance of Traffic: The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets, and the WATCH diagrams referenced in the Traffic Control Phasing. Construction or maintenance work that involves closure of a lane of traffic will not be allowed during the peak flow hours as described in Section "Peak Flow Hours" of the WATCH, unless otherwise specified in the Contract Documents.

The Contractor shall use flagger control in accordance with the WATCH diagrams referenced in the Traffic Control Phasing and with "Flagging Procedures", "Duration of Work", and Temporary Traffic Control Zone Devices" Sections of the WATCH.

In areas of drop-offs and low shoulders, the Contractor shall backfill up to the edge and elevation of the existing pavement in accordance with "Miscellaneous Considerations, DROP-OFFS AND LOW SHOULDERS" Section of the WATCH.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants in accordance with "Miscellaneous Considerations, INGRESS AND EGRESS" Section of the WATCH.

The Contractor shall not work on both sides of the road simultaneously within the same area.

The Contractor shall mark all hazards within the Project limits with well-maintained signs, barricades, warning and/or channelizing devices.

Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with the WATCH. The Contractor shall notify COOT regarding conflicting permanent signs. Only COOT forces shall install, remove or relocate any permanent signs within the right-of-way. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

Pedestrian Considerations: The Contractor shall accommodate the needs of all pedestrians in accordance with Section "Pedestrian Considerations" of the WATCH.



## Section 3

### Scope of Services

Equipment and Material Storage: During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor as specified in "Miscellaneous Considerations, STORAGE OF EQUIPMENT AND MATERIALS" Section of the WATCH.

Traffic Signals: The Contractor shall not disturb any traffic signal equipment unless otherwise noted on the project task order, traffic signal plans or directed to do so by the Engineer.

Excavation and Trenches: Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured as specified in Section "Excavations and Trenches" of the WATCH.

#### MEASUREMENT

There will be no separate measurement made for Traffic Control.

#### PAYMENT

Traffic Control will be paid at the each price for "Traffic Control" for each project. This payment will be full compensation for all elements of work required to complete the Project as specified. Only one traffic control will be paid per project based on the highest street classification of all streets included in the project as noted on Charlotte Explorer ([explore.charlottenc.gov](http://explore.charlottenc.gov)). Arrow boards as required in accordance with any Traffic Control Plans and the reference diagrams from the WATCH for each individual project is not part of this pay item as it is a separate pay item.

Examples of each street classification that may be included in this contract include (but are not limited to) the following:

- Major Thoroughfare: Graham Street
- Minor Thoroughfare: Glen Eagles Drive

Payment will be made under:

Traffic Control/Mobilization..... \$750.00 EA

#### SP-02, PREFORMED GREEN THERMOPLASTIC

Version Date: 12/14/2018

#### DESCRIPTION:

Description is as set out in NCDOT Standard Specification 1205.

#### MATERIALS:

Materials are as set out in NCDOT Standard Specification 1205 with the addition of:

Daytime chromaticity coordinates for the color used for green colored pavement markings shall be as follows:

1	2	3	4
X      lv	X      lv	X      lv	X      lv
0.230   10.754	0.266   10.500	0.367   10.500	0.444   10.555

The daytime luminance factor (Y) shall be at least 7, but no more than 35.

The nighttime chromaticity coordinates for the color used for green colored pavement markings shall be as follows:

1		2		3		4	
X	y	X	y	X	y	X	y
0.230	0.754	0.366	0.540	0.450	0.500	0.479	0.520

Green colored pavement markings should be retroreflective.

Materials shall not contain lead or hexavalent chromium. The contractor shall provide a manufacturer's certification to this effect to the Engineer prior to installation.

After installation, the material shall provide a surface skid resistance greater than or equal to 60 British Pendulum Number (BPN) using ASTM E303 testing method. Lab testing of typical product installation is acceptable. The contractor shall provide a manufacturer's certification to this effect to the Engineer prior to installation.

#### **CONSTRUCTION METHODS**

Construction methods are as set out in NCDOT Standard Specification 1205.

#### **MEASUREMENT**

Green Thermoplastic will be measured and paid as the actual area in square feet of pavement markings satisfactorily placed and accepted by the engineer.

#### **PAYMENT**

Payment will be made under:

Preformed Thermoplastic Pavement Markings, Green, 90 mils..... SF

### **SP-03, GREEN METHYL METHACRELATE BIKE LANE MARKINGS**

#### **DESCRIPTION**

This work consists of furnishing and installing Methyl Methacrylate based material markings as shown on the plans and as specified on this specification.

#### **METHODS AND MATERIALS**

The material shall consist of a durable, high-skid-resistant, pavement marking material suitable for use as area pavement coating in accordance with MUTCD - Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) (2011 FHWA Interim Approval:

[https://mutcd.fhwa.dot.gov/resources/interim\\_approval/ia14/index.html](https://mutcd.fhwa.dot.gov/resources/interim_approval/ia14/index.html). Interpretation Letter 9(09)-86(1) - Chromaticity Requirements for Green-Colored Pavement (2016 Interpretation Letter: [https://mutcd.fhwa.dot.gov/resources/interpretations/9\\_09\\_86.html](https://mutcd.fhwa.dot.gov/resources/interpretations/9_09_86.html) and the Charlotte Department of Transportation Technical Memorandum No. 17-01 (Green Pavement Markings for Bicycle Facilities).

## Section 3

### Scope of Services

The material shall be resistant to degradation from shear, abrasion, and liquids including but not limited to motor fuels, lubricants, hydraulic fluids, de-icing and anti-icing salts/solutions. Alternative materials and methods for applying green bike lane patterns will not be acceptable.

The material shall contain aggregates, pigments, binders, and/or abrasives that meet the requirements for materials, colors, and retroreflective for pavement markings listed in Chapter 3A ("General") of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). The material shall resist environmental effects including but not limited to loss of color stability and material degradation (i.e. color fading, peeling, delamination, and component breakdown). The finish to applied shields may require a clear sealer as recommended by the manufacture.

Design of Green Colored Pavement:

The daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	X	y	X	y	X	y
0.23	0.75	0.26	0.46	0.36	0.48	0.44	0.58
0	4	6	0	7	0	4	3

The daytime luminance factor (Y) shall be at least 7, but no more than 35.

Green colored pavement may be retroreflective, but there is no requirement or recommendation that it be retroreflective.

The proposed green marking material shall minimize loss of traction for bicyclists (see Paragraph 4 of Section 3A.04 of the 2009 MUTCD).

After installation, the material shall provide a surface skid resistance greater than or equal to 60 British Pendulum Number (BPN) using ASTM E303 testing method. Lab testing of typical product installation is acceptable.

Equipment and procedure necessary for installation shall be provided as part of the submittals required in Section 3.0 herein.

The material shall be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures.

**Pigments - UV Stable:** The material shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the color as specified in the most recent version of the FHWA Interim Approval for Optional Use of Colored Area Pavement Marking (IA-14). The pavement for application shall be clean, dry, and free of debris. All existing pavement markings shall be removed before application of area pavement marking material. The material shall be applied per manufacturer specifications and adhere to ambient and pavement temperature minimums. The contractor must supply all equipment necessary to install the material per the manufacturer specifications.

## Section 3

### Scope of Services

Pavement marking materials, primers, additives, and sealants used under this specification shall not contain lead or hexavalent chromium.

No traffic, both motorized and non-motorized, shall be permitted to come into contact with these markings until the materials have set and the manufacturer's specified curing time has elapsed. The contractor will be responsible for maintaining appropriate traffic control measures to ensure that the markings can be applied and can cure without damage or disruption from such traffic. No separate measurement or payment will be made for traffic control or curing time.

#### SUBMITTALS

The Methyl Methacrylate pavement marking material(s), primer(s), additive(s), sealer(s), manufacturer's certifications, and material specification data sheets must be submitted for review and approval by the Engineer prior to installation.

#### MEASUREMENT AND PAYMENT

Payment will be made under:

MMA Pavement Markings (Green).....	SF
MMA Bike Symbol w/ 1 Arrow (White).....	EA
MMA "STOP" message (White).....	EA
MMA "Yield" Triangle (White) .....	EA

#### SP-04, BOLT DOWN MODULAR TRAFFIC SEPARATOR

##### DESCRIPTION

Furnish and install bolt down modular traffic separators with all necessary attachment fittings and hardware.

##### MATERIAL

Materials made from high density, recycled rubber with integral high visibility white reflective stripes. Traffic separators must have ovoid shape with nominal dimensions of 32" L x 8" W x 5" T.

##### CONSTRUCTION METHODS

Construction methods are such that traffic separators will be bolted to pavement using appropriate hardware for road material type (Asphalt or concrete) as determined by manufacturers recommended installation method.

#### MEASUREMENT AND PAYMENT

Measurement and payment are as set out as per each bolt down modular traffic separator installed and accepted.

BOLT DOWN MODULAR TRAFFIC SEPARATOR.....	EA
--	----

#### SP-05, 6' LONG BLACK W/WHITE STRIPE RECYCLED RUBBER PARKING BLOCKS

##### DESCRIPTION

Furnish and install bolt down modular parking blocks with all necessary attachment fittings and hardware.

**MATERIAL**

Materials made from high density, recycled rubber with integral high visibility white reflective stripes.

**CONSTRUCTION METHODS**

Construction methods are such that parking blocks will be bolted to pavement using appropriate hardware for road material type (Asphalt or concrete) as determined by manufacturers recommended installation method.

**MEASUREMENT AND PAYMENT**

Measurement and payment are as set out as per each bolt down modular traffic separator installed and accepted.

6' LONG BLACK W/ WHITE STRIPE RECYCLED RUBBER PARKING BLOCKS ..... EA

[The remainder of this page is intentionally left blank.]

#### **4. PROPOSAL CONTENT AND FORMAT.**

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. All Forms and Questionnaires shall be found and submitted in the City's Procurement Portal. The Proposal shall be submitted in the format described below:

- A. Proposal;
- B. Pricing Response;
- C. Required Forms;
- D. Exceptions to the Remainder of the RFP, including the Sample Contract.

#### **Proposal Content.**

##### **Proposal.**

Given the purpose of this Project and the City's goals as stated in this RFP, provide your proposal to meet such goals. **For each component of the Project described in the Scope of Work, state whether and how your approach complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

##### **Required Forms.**

To be deemed responsive to this RFP, Companies must complete all Proposal Forms listed in the Requested Information section on the Procurement Portal

##### **Acknowledgements.**

To be deemed responsive to this RFP, Companies must complete all Acknowledgements listed in the Requested Information section on the Procurement Portal.

##### **Exceptions to the RFP.**

Companies must review Section 1.6.16 for an overview of Exceptions to the RFP. If you elect to take Exceptions to the RFP, including the Sample Contract, then you must upload a redlined version under the Acknowledgement Section in the Procurement Portal. If exceptions are not identified by way of an uploaded redline version, then they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration.

## **5. PROPOSAL EVALUATION CRITERIA.**

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

### **Qualifications, Experience and References. (Value 45 points)**

- Relevant experience with similar-sized facilities or government agencies
- Response time and availability
- Years of experience.
- Qualifications and training of key personnel
- Quality of references from similar contracts
- Demonstrated reliability and responsiveness
- History of meeting service level agreements

### **Cost Effectiveness and Value. (Value 40 points)**

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

### **Acceptance of the Terms of the Contract. (Value 15 points)**

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Section 7. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.13 and 4.1.4 of this RFP.