

Project:

2022 MADISON COUNTY PAVEMENT MARKING PROGRAM

P R O P O S A L

MADISON COUNTY
BOARD OF COMMISSIONERS

Mark Forrest
Dr. Tony Xenikis
Chris Wallace

Letting – **Tuesday, August 23, 2022 at 10:00 A.M.**

Company _____

Submitted by _____

Street _____

Post Office Box _____

State _____ Zip _____

Telephone _____

NOTICE FOR REBIDS

Notice is hereby given that bids will be received at the office of the Madison County Commissioners, 1 North Main Street, London, Ohio, 43140, on Tuesday, August 23, 2022 at 10:00 A.M., Ohio Standard Time for the purpose of **APPLICATION OF PAVEMENT MARKINGS ON VARIOUS ROADS WITH TRAFFIC PAINT** (2022 Madison County Pavement Marking Program) according to specifications on file in the Madison County Commissioners' Office.

Bids shall be submitted on forms furnished by the Madison County Engineer in a sealed envelope marked "2022 Madison County Pavement Marking Program" on the outside.

Bid packets may be obtained from the Madison County Engineer, 825 US 42 NE, London, Ohio, 43140 or can be downloaded from <http://sharepoint/publicaccess/default.aspx> or under "Notices" on the Madison County website at www.co.madison.oh.us. Contact the Madison County Engineer's Office at 740-852-9404 for more information.

Bidders must be ODOT Pre-Qualified: "Work Type 45-Pavement Markings" and shall be pre-qualified at the time of the bidding, at the time of award, and throughout the life of the construction contract.

Bids will be furnishing labor, equipment, and materials.

Bids shall be unit price and total price.

As specified in R.C. 153.54, a bidder must submit a bid guaranty in the form of either:

- (1) a bond for the full amount of the bid, or
- (2) a certified check, cashier's check, or letter of credit in the amount of 10% of the bid.

Bidders shall comply with the provisions of the Americans with Disabilities Act of 1990.

Bids will be awarded to the lowest and best bidder, based on the grand total of the Unit Price Bid.

The Board of Commissioners reserves the right to reject any or all bids and to waive any defects in the bids.

The Notice to Bidders is posted on the Internet and may be viewed on the Madison County web page at: <http://sharepoint/publicaccess/default.aspx>

By Order of the Board of
Madison County Commissioners

Katie Wiseman, Clerk

Posted: August 9, 2022

Advertised: August 7, 2022

**MADISON COUNTY SPECIFICATIONS FOR
PAVEMENT MARKINGS**

GENERAL CONDITIONS: It is the intent of these specifications to describe the labor and materials required for the reflectorized pavement markings of specific County Roads in accordance with the Manual of Uniform Traffic Control Devices for Streets and Roads, Part 3, Standard Pavement Markings, of the Ohio Department of Transportation. It is the intent to have the County roads painted with yellow intermittent line and solid yellow lines wherever necessary to indicate intersections, curves, no-passing zones, and white edge lines, etc. It is also the intent to have all pavement markings conform with those of the State of Ohio so that the markings will be uniform in design, position, and application.

All bidders must comply with **The Ohio Prevailing Wage Law**.

A pre-construction meeting will be held to discuss the project. At this time, information will be supplied as to the responsibilities of the contractor with regards to prevailing wage.

SUPERVISION: All work to be done under this Contract shall be under the supervision of the County Engineer or his authorized representative.

SAFETY: The Contractor shall have his equipment marked with all the necessary safety equipment required by law. The Contractor shall be responsible for maintaining traffic at all times and also shall protect painted lines as required. Any other safety measures necessary will be used to keep the traveling public aware that work is being done on the Highway.

LIABILITY: The Contractor shall be able to furnish satisfactory evidence of automobile and general liability insurance coverage in an amount of no less than five million dollars (\$5,000,000), to ensure adequate payment for any damage caused by the striping operations.

TIME: The Contractor shall prosecute his work with the utmost of speed, in the best workmanlike manner, in order to complete the Contract at the earliest time possible. There shall be no painting of centerline or edge line on Saturdays, Sundays, or Holidays, without the prior approval of the County Engineer.

The start date will be on or after: September 12, 2022

The completion date is as follows: October 28, 2022

Work shall be coordinated with the County Engineer in order that newly paved or chip/sealed roads are completed **before** striping is applied.

All work shall comply with the State of Ohio Department of Transportation Construction and Material Specifications dated January 1, 2016.

All Contractors shall be pre-qualified by the State of Ohio Department of Transportation for paint striping in order to perform the work designated in these specifications.

EQUIPMENT SPECIFICATION:

1. The paint unit shall be a truck-mounted unit equipped with a minimum of two guns, capable of applying dashed centerline and "no passing" barrier lines simultaneously, in order to keep adjacent lines in correct alignment.
2. The paint unit shall be equipped with a warning sign addressing oncoming traffic by means of a sequential flashing sign panel, capable of flashing right to left.
3. The paint unit shall be equipped with a heat exchanger capable of achieving temperatures of 130 degrees to 140 degrees Fahrenheit in order to maintain constant pressure on the atomization and paint tanks and to keep consistency of the paint at such temperatures for even flow, regardless of outside temperature.
4. The paint unit shall be equipped with a pressure bead system to apply glass beads with a gun type dispenser to ensure correct bead penetration and distribution on the painted line.
5. The paint unit shall be equipped with a flow meter through which all paint passes to ensure the correct gallons are applied per mile.
6. The paint unit shall be equipped with measuring devices to measure the actual number of lineal feet on which paint is applied. Before beginning work, each odometer shall be calibrated and verified mile for mile.
7. Data Logging System is required.

APPLICATION REQUIREMENTS:

Pavement markings shall be free of uneven edges, overspray, or other readily visible defects which detract from the appearance or function of the pavement markings.

1. The Contractor shall clean all visible loose or foreign material from the surface to be marked. The pavement marking equipment shall be equipped with an air jet to remove all debris from the pavement in advance of the applicator gun. The air jet shall operate when marking material is being applied and be synchronized with marking material application.
2. The Contractor shall power broom clean all surfaces where gore markings or edge lines are to be applied. When required by the Engineer, other surfaces shall also be power broom cleaned.
3. Pavement markings shall be applied only when the pavement surface is clean, dry, and the air temperature is 50 degrees Fahrenheit or greater.

4. The two-line system of centerline marking will be used. All lines will be painted with reference to the section on "Rural Roads" in the Manual of Uniform Traffic Control Devices for Streets and Roads.
5. Dashed centerlines shall follow standard application of a forty (40) foot cycle with a ten (10) foot dash and a thirty (30) foot space between dashes. The edge line will be a solid white or yellow line as dictated by the Manual of Uniform Traffic Control Devices.
6. For all newly paved or chip sealed roads, the painted traffic lines shall follow the centerline of the road and shall be straight and true on tangents and uniform on curves. Repainting of centerlines and edge lines shall coincide with the existing traffic line markings, except where the Inspector states differently.
7. The paint lines shall be protected by means of a follow-up vehicle equipped with a sequential flashing sign panel, capable of flashing right to left, traveling approximately 1,500 feet after the unit making the application.
8. The Contractor shall specify the paint manufacturer, type of paint and lab test data with his/her bid. Paint must meet approval of the County Engineer. The Contractor must supply TE-24 certification for the paint.
9. All paint shall be applied at the minimum rate of one gallon for every 330 feet of solid four-inch line (16 gallons per mile of line) or one gallon for every 220 feet of solid 6-inch line (24 gallons per mile of line). The same rate of application shall apply for skip or broken lines.
10. Glass beads for reflectorization shall be applied to all painted lines at the minimum rate of 8 pounds per gallon for 4-inch lines and 12 pounds per gallon for 6-inch lines of paint for the waterborne.
11. The Contractor will be responsible for all layout work and for index markings as required. County will furnish log sheets.
12. **All centerline striping shall be placed in the actual centerline of the roadway pavement.**

Any roads without existing pavement markings shall be spot marked for accuracy of centerline pavement markings. This would be those roads scheduled for chip seal and hot mix in 2022.

The tolerance for the centerline stripe placement shall not deviate more than 4 inches from the actual pavement centerline.

13. All centerline striping not placed in accordance with these specifications, as determined by the Madison County Engineer, shall be removed by water blasting or covering with gray or black paint before re-striping as directed by the Engineer. All expenses for the

above shall be borne by the Contractor.

14. **Ensure that pavement markings are free of uneven edges, overspray, or other readily visible defects that detract from the appearance or function of the pavement markings.**

Ensure that lines are sharp, well defined, and uniformly retroreflective. Apply the lines to the width specified $\pm \frac{1}{4}$ inch (6 mm). Fuzzy lines, excessive overspray, or non-uniform application are unacceptable. The Engineer will inspect lines at night to verify proper retroreflectivity. The Contractor shall correct pavement markings that are improperly applied, located, or reflectorized.

15. Where the 2016 ODOT specifications are in conflict with the Madison County specifications, the Madison County specifications shall take priority. Therefore, paint material shall be appropriate material for application at the 15 mil thickness as required in the specifications of the bid documents.

16. **Increase the first application of traffic paint on new asphalt pavement surfaces and new chip-seal surfaces by 25 percent over the specified rate.**

WATERBORNE SPECIFICATIONS:

Paint supplied for the described work shall be Type 1 fast dry, water-based, 100% acrylic-type, as specified in Section 740.02 of the 2016 Edition of the Ohio Department of Transportation "Construction and Material Specifications Manual", and must be included on the pre-qualified list maintained by the test laboratory. Paint of equal quality and characteristics that is not on the pre-qualified list may be considered by the Madison County Engineer.

Glass beads for traffic paint shall conform to AASHTO M247, Type 1, without flotation properties, but coated for moisture resistance.

FINAL ACCEPTANCE:

The amount of marking material and glass beads, applied per unit of measurement will be computed each day by the Engineer. A tolerance of 6 percent for deficiency of marking material or glass beads shall be permissible without deductions. If computations reveal that the 6 percent tolerance has been exceeded and an insufficient quantity of marking materials or glass beads has been applied, the contract unit price shall be reduced in direct proportion to the percent of deficiency of marking materials or glass beads as called for in the application section of each pavement marking material up to 20 percent for each material deficient; only the greater deficiency shall be used to compute the deduction.

If the deficiency of any material is 20 percent or more, the work shall be considered unsatisfactory and shall be replaced at the expense of the Contractor, including all labor, equipment, and material requirements.

Pavement markings which are unacceptable or become unacceptable prior to final acceptance as

determined by the Engineer, for causes such as but not limited to improper application, non-uniform retroreflectivity, non-retroreflectivity or loss of adhesion to the pavement surface shall be replaced by the Contractor at his expense without delay. Alternatively, the Contractor may request that unacceptable work be non-performed. The Contractor will receive no payment for unacceptable work which is non-performed.

ESTIMATED MATERIAL USE:

Estimated lineal quantities are provided in the centerline and edge line summary sections of this plan. The estimates were obtained from Madison County's No-Passing Zone logs, and the ODOT Traffic Control Application Standards Manual. The estimated quantities are provided for the convenience of the Contractor to estimate pavement markings material needed. The estimated quantities are not to be utilized for pay quantities or as a basis of payment for delivered materials.

MATERIAL QUANTITY MEASUREMENT:

The Contractor's centerline and edge line striper equipment must have the ability to measure and display route length and lineal footage of painted solid line on a route by route basis.

It is also desired, but not required, that the Contractor's equipment have the following functionality:

- ❑ Allow input of paint and bead material usage specifications into striper controller memory.
- ❑ Using measured lineal footage and stored material usage specifications, calculate traffic paint used in gallons and glass beads used in pounds.
- ❑ Provide this information on a route by route and daily total basis. As a final verification, the Contractor shall be required to verify that recorded material usage equals actual material usage. The Contractor shall provide verification on a daily basis or whenever requested by the project inspector.

LOCATION MAP LISTINGS:

Centerline and edge line locations have not been designated on a location map. It is the responsibility of the contractor to obtain a current map of Madison County and to be cognizant of the routes to be marked and their beginning and ending points. Centerline and edge line locations will be provided in tabular form only and are listed in the summary section.

DATE OF COMPLETION:

The Contractor shall have completed the work on or before the calendar date specified in the proposal, or on or before a later date determined as specified herein, otherwise the County Engineer shall proceed as provided in Construction and Materials Specifications 108.07 or 108.08.

If the contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the County Engineer will postpone the completion date by the number of calendar days he determines.

If the Contractor finds it impossible for reasons beyond his control to complete the work by the date as specified or as extended in accordance with the provisions of this subsection, the Contractor may make a written request to the County Engineer for an extension of time setting forth therein the reasons which the Contractor believes will justify the granting of the request.

The Contractor's pleas that insufficient time was specified is not a valid reason for extension of time. If the County Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify.

Requests for extensions of time, other than for weather or seasonal conditions, shall be submitted in writing to the County Engineer within 30 days following the termination of the delay and prior to the expiration of the extended contract completion date existing before the request.

Requests for extensions of time due to weather or seasonal conditions shall be submitted in writing to the County Engineer at the end of each month. The contract completion date, or the extended contract completion date, shall be postponed by one work day for each lost work day caused by weather. The time between December 1 and April 30 is considered winter months and no extension will be granted for this time. A work day will be counted as lost if the Contractor's efficiency is reduced more than 50 percent on the critical item under construction at that time. Weekends and holidays will not be counted as lost work days unless the Contractor normally works those days. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

If the County Engineer should suspend the work in whole or in part as provided in 108.031, the date for completion shall be postponed by the number of days that the suspension directly or indirectly delays the completion of the work.

FAILURE TO COMPLETE ON TIME:

If the Contractor fails to complete the work within the time or times allowed by the contract, the County Engineer, if satisfied that the Contractor is carrying the work forward with reasonable progress, and the County Engineer deems it to be in the best interest of the public, may allow the Contractor to continue in control of the work. It shall be necessary for the Contractor to make written application to the County Engineer in order to warrant such continuance. Payments to the Contractor for work performed and materials furnished will be made.

When the work is not completed within the time or times allowed by the contract and the Contractor is permitted to remain in control, the work shall be prosecuted at as many different places, at such times and with such forces as the County Engineer may request. The Contractor may be required to provide a written plan for the completion of the work.

For each calendar day that any work shall remain uncompleted after the contract completion date or dates, the sum specified herein will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the completion date or dates granted under the provisions of 108.06. In the event one or more

interim completion dates are specified without specific separate liquidated damages, the amount set forth in the Schedule in 108.07 will separately apply to each interim date. In the event a period of liquidated damages for an interim completion date overlaps a subsequent completion date, the higher rate of liquidated damages will apply for the duration of the overlap.

Permitting the Contractor to continue and finish the work or any part of it after the date or dates fixed for its completion, or after the date or dates to which completion may have been extended, will in no way operate as a waiver on the part of the Department of any of its rights under the contract.

The County Engineer may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.

OHIO REVISED CODE

SECTION 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than ten thousand dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13 (I)(1) and (J)(1) are in compliance with the aforementioned provisions. The bidder is required to complete the affidavit provided. Failure to submit the required form with the proposal/bid package could deem the bidder's response to be non-responsive and disqualified from receiving further consideration.

- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty percent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
5. I further certify compliance with division (J)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the above-named Corporation/Business Trust has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Madison County, Ohio.
 6. I further certify that, in accordance with division (J) (4) (b) of Section 3517.13 of the Ohio Revised Code, if the above-named Corporation/Business Trust is awarded a contract by the Board of County Commissioners of Madison County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Corporation/Business trust shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Madison County, Ohio.
 7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above named Corporation/Business trust to the penalties set forth in section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature

Title

Sworn to and subscribed by _____ in my presence

this _____ day of _____, _____.

Notary Public

- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

5. I further certify compliance with division (I)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the above-named Entity has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Madison County, Ohio.

6. I further certify that, in accordance with division (I)(4)(b) of Section 3517.13 of the Ohio Revised Code, if the above-named Entity is awarded a contract by the Board of County Commissioners of Madison County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Entity shall, beginning on the date the contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Madison County, Ohio.

7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named Entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature

Title

Sworn to and subscribed by _____ in my presence this

_____ day of _____, _____.

Notary Public

**COMPETITIVE BIDDER'S
PERSONAL PROPERTY TAX AFFIDAVIT
MADISON COUNTY, OHIO (R.C. 5719.042)**

STATE OF OHIO:

: ss:

MADISON COUNTY:

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Madison County, Ohio, and that: (Check appropriate lines)

_____ He is a sole proprietorship doing business under his own name.

_____ He is a sole proprietorship doing business under the name of _____

_____ He is a general partner of the partnership known as _____

_____ He is a duly authorized officer of the corporation named _____

The business address of the bidder _____

_____ ; Telephone _____

The undersigned further says that the bidder at the time of submitting his or its bid:

_____ Was not charged with any delinquent personal taxes in Madison County, Ohio.

_____ Was charged with delinquent personal property taxes as follows:

YEAR	AMOUNT	PENALTY	INTEREST
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____

Signed: _____

Title: _____

STATE OF OHIO:

: ss:

MADISON COUNTY :

Before me, a notary, in and for said county, personally appeared

_____ (sole proprietor doing business under his own name)

(sole proprietor doing business under the name of _____)

(general partner of the Partnership known as _____)

(duly authorized officer of the Corporation name _____),

who acknowledged that he is authorized in the premises and that his signing of this instrument is the free act and deed of himself or the organization which he represents.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at

_____, Ohio, this _____ day of _____, 20_____.

Notary Public

COMMISSIONERS:

_____ No delinquent taxes – file

_____ Delinquent taxes - sent to County Engineer

Clerk

WRITTEN CONTRACT

On acceptance of the proposal for said work _____ do hereby bind myself or ourselves this _____ day of _____, 20____, to enter into a written contract with the Board of Madison County Commissioners within ten (10) days from date of notice of award.

IF AN INDIVIDUAL, SIGN BELOW

Name _____ Address _____

Telephone _____

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

Name _____ Address _____

Sole Owner _____ Telephone _____

IF A PARTNERSHIP, SIGN BELOW:

Name _____ Address _____

By _____ Telephone _____

Partner _____ Address _____

Partner _____ Address _____

Partner _____ Address _____

IF A CORPORATION, SIGN BELOW:

Incorporated under the laws of the State of _____

Name of Corporation _____

Address _____

Telephone _____ By _____

Title of Officer Signing

Bid Packet Recipient List
2022 MADISON COUNTY PAVEMENT MARKING PROGRAM

The Aero-Mark Company LLC
Attn: Denee Cahill
10423 Danner Drive
Streetsboro, OH 44241
330-995-0100
330-995-0101 Fax
denee.c@aeromarkcompany.com

Oglesby Construction, Inc.
Attn: Lynn Schnellinger
1600 Toledo Road
Norwalk, OH 44857
419-668-0418
419-668-6140 Fax
lschnell@oglesby.net

Dura Mark Inc.
Attn: Curtis Britton
PO Box 868
Aurora, OH 44202
330-995-0883
330-995-0884 Fax
cb@duramarkstriping.com

Griffin Pavement Striping
Attn: Jack Griffin
2383 Harrison Road
Columbus, OH 43204
614-276-2622
jackgriffin@griffinps.com

A & A Safety
Attn: Shawn Davy
1126 Ferris
Amelia, OH 45102
513-943-6100
shawnd@aasafetyinc.com

Zimmerman Paint Contractors
Attn: Bill Sheets
2710 Hayes Ave.
Fremont, OH 43420
419-332-7009
billsheets11@gmail.com

*I sq. ft. construction ohio@isqft.com

*McGraw Hill-Dodge Reports
1175 Dublin Road
Columbus, OH 43215-1073
1-859-425-6630
1-614-486-0544 (fax)

*Ohio Construction News
7261 Engle Road
Suite 304
Cleveland, OH 44130

*Dayton Builders Exchange
Attn: Scott
2077 Embury Park Road
Dayton, OH 45414
1-866-907-6300
1-937-278-3843 (Fax)