

**CONTRACT BETWEEN COUNTY OF CATTARAUGUS
AND O.H. STRIPING, INC.
FOR ROAD STRIPING SERVICES**

THIS AGREEMENT made this ____ day of _____, Two Thousand and Twenty, by and between the COUNTY OF CATTARAUGUS, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 303 Court Street, Little Valley, New York 14755, hereinafter referred to as "County", and O.H. STRIPING, INC., a corporation organized and existing under the laws of the State of New York, having its principal offices at 11016 River Road, Corning, New York 14830, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County is in need of road striping services, and

WHEREAS, the Contractor shall provide road striping services, and

WHEREAS, this contract is authorized by Act 125-2020 of the Cattaraugus County Legislature, now, therefore,

FOR GOOD AND VALUABLE CONSIDERATION, the parties do hereby agree as follows:

1. **Term.** The term of this contract shall commence May 1, 2020 and terminate April 30, 2021.
2. **Contract Provisions.** The Contractor shall paint traffic lines on County roads, in accordance with the Notice to Bidders, Instructions to Bidders, Detailed Specifications and supporting documentation, which are annexed hereto, and made a part hereof. In the event of any inconsistency in or conflict among the document elements of this contract, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: a) first, the body of the contract; and b) second, Appendix A.
3. **Payment.** The County shall pay to the Contractor for the materials received and services rendered pursuant to this contract, an amount in accordance with the following:

METHOD #2:

FAST DRY ACRYLIC WATERBORNE PAINT

	<u>Estimated Units</u>	<u>Rate</u>
<u>Centerline Applications (Double Line)</u>		
➤ 33 gallon restripe/net mile and 210 lbs. of beads/net mile) (Approximately 300 net miles) Per Mile	300	\$ 100.00
➤ 44 gallon New Asphalt/net mile and 210 lbs. of beads/net mile) (Approximately 30 net miles) Per Mile	30	\$ 100.00
➤ 66 gallon Stone Surface/net mile and 210 lbs. of beads/net mile) (Approximately 100 net miles) Per Mile	100	\$ 100.00
<u>Edgeline Applications</u>		
➤ 33 gallon restripe/net mile and 210 lbs. of beads/net mile) (Approximately 100 net miles) Per Mile	300	\$ 100.00 (per side)
➤ 44 gallon New Asphalt/net mile and 210 lbs. of beads/net mile) (Approximately 25 net miles) Per Mile	30	\$ 100.00 (per side)
➤ 66 gallon Stone Surface/net mile and 210 lbs. of beads/net mile) (Approximately 25 net miles) Per Mile	100	\$ 100.00 (per side)

Additional Items

No. 3 glass beads per pound			\$.50
Survey of passing & no passing zones	10		\$ 50.00
Field-Indexing passing zones per mile	100		\$ 50.00
Intersection Stop Bar (acrylic waterborne w/beads-30 mil)	Per Stop Bar	110	\$ 30.00
Railroad Crossing (acrylic waterborne w/beads-30 mil)	Per Crossing	30	\$ 50.00

Additional Paint Prices

Yellow Acrylic Waterborne traffic line paint	Per Gallon		\$ 10.00
White Acrylic Waterborne traffic line paint	Per Gallon		\$ 9.50

4. **Non-Exclusivity.** It is understood by the parties hereto that the County reserves the right to contract with other entities for the provision of the aforementioned services.

5. **Performance Bond.** The Contractor shall provide to the County a performance bond in the amount of \$5,000.00 within two (2) weeks after the date first written above, in a format acceptable to the Cattaraugus County Attorney, only in the event the County requires services from the Contractor.

6. **Corporate Compliance and Medicaid Fraud Detection Policies.**

6.1 The County has adopted a Corporate Compliance and Medicaid Fraud Detection Policies, copies of which are available from the County Administrator's Offices in Olean and Little Valley, or the County's web site at: www.cattco.org.

6.2 The Contractor has reviewed the standards of conduct and policies and procedures in the Corporate Compliance and Medicaid Fraud Detection Policies.

6.3 The Contractor will require compliance with such standards of conduct and policies and procedures by all persons who provide services to the County on behalf of the Contractor.

6.4 The Contractor shall ensure that each individual providing services under this contract is provided with a copy of the Corporate Compliance and Medicaid Fraud Detection Policies, or given access to such policies.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written.

IN PRESENCE OF

(Corporate Seal)

COUNTY OF CATTARAUGUS

KATHLEEN M. ELLIS, Commissioner
Cattaraugus County Department of Public Works

O.H. STRIPING, INC.

JEFFREY BLY, President

STATE OF NEW YORK :
 : ss.
COUNTY OF CATTARAUGUS:

On this ____ day of _____, Two Thousand and Twenty, before me personally came KATHLEEN M. ELLIS, to me personally known, who, being by me duly sworn, did depose and say that she resides on Fair Oak Street, Little Valley, New York; that she is the Commissioner of the Cattaraugus County Department of Public Works, the corporation described in and which executed the foregoing instrument; that she knows the seal of the said corporation and that the seal affixed hereto is such corporate seal; that it was so affixed by order of the Cattaraugus County Legislature and that she signed her name thereto by like order.

Notary Public

STATE OF NEW YORK :
 : ss.
COUNTY OF :

On this ____ day of _____, Two Thousand and Twenty, before me personally came JEFFREY BLY, to me known, who being by me duly sworn, did depose and say that he resides at Horseheads, New York; that he is the President of O.H. Striping, Inc., the corporation described in, and which executed the above instrument; that he knows the seal of such corporation; that the seal was affixed by order of the Board of Directors of such corporation and that he signed his name thereto by like order.

Notary Public

MINIMUM SPECIFICATIONS AND BID FORMS
FOR

**PAINTING TRAFFIC LINES
ON COUNTY ROADS**

FOR
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

OFFICE OF THE CLERK
CATTARAUGUS COUNTY LEGISLATURE
303 Court Street
Little Valley, NY 14755

CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Kathleen M. Ellis, Commissioner

Mark C. Burr, PE, Director of Engineering

Phone (716) 938 9121



8810 Route 242, Jack Ellis Drive

Little Valley, New York 14755

Fax (716) 938 2753

ADVERTISEMENT FOR BIDS

Sealed bids for the purchase of certain materials, equipment, and/or services, for the Cattaraugus County Department of Public Works, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Thursday, February 20, 2020 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M. (at the same location)**, by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED:
Any bid not clearly marked will not be considered.

DPW BID #20 - Road Striping

Copies of the bid documents may be secured electronically from Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755, phone Dawn Smith at (716) 938-9121, Ext. 2465.

All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755 Attention: Dawn Smith.

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors who contract to work on the Project for consideration in the amount of \$35,000 or greater complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. The contractor must also submit, in writing, a request for waiver for any subcontractors whose contract is for less than \$35,000. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form. All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE. Any bid submitted without such certification will not be accepted. Any bid not meeting ALL specifications will not be considered. All bids received are subject to all federal and state controls concerning any such equipment, materials and/or services.

John Searles
County Administrator
County Center - 303 Court Street
Little Valley, New York 14755

INSTRUCTIONS TO BIDDERS

1. BID BOND

Bid bond or certified check for Five Hundred dollars (\$500.00) must be submitted with the bid. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County. Should the successful bidder to whom the bid awarded fail to execute the agreement submitted by the County in accordance with the formal bid and other contract documents and to furnish the required performance bond within fourteen (14) calendar days after the notice of award, the certified check or the bid bond amount shall be forfeited to the County as liquidated damages caused by such failure.

2. PERFORMANCE BOND

The successful bidder or bidders shall, within two weeks of being notified of the award, enter into a contract with Cattaraugus County and furnish a performance bond or certified check to the County of Cattaraugus in the amount of FIVE THOUSAND DOLLARS (\$5,000), in a format acceptable to the Cattaraugus County Attorney.

3. BID FORM

Bid shall be submitted on these Cattaraugus County bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if a bid item, the designation N/B (no bid).

4. CHANGES

Any change in wording or interlineation by a bidder of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. INFORMALITIES

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

6. BID TIME

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

7. INVESTIGATIONS

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. BID ENVELOPE

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

9. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

10. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

11. REFERENCES

A list of references, including at least one reference located in Western New York, for whom the bidder has done work in the past must accompany the bid.

12. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this bid:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

13. **DELIVERY SCHEDULE**

Failure to meet delivery schedule as per accepted bid may result in legal action by Cattaraugus County to recover damages.

14. **PRICES**

Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in these specifications. "Tailgate delivery" will not be accepted unless specified by the County.

15. **TRANSPORTATION CHARGES**

Collect transportation charges will not be paid by the County. All freight, cartage, rigging, postage or other transportation charges shall be prepaid, unless otherwise stated in the Detailed Specifications herein.

16. **TAXES**

No taxes are to be billed to the County. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

17. **COMPLIANCE WITH LAWS**

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

HAZARD COMMUNICATION. In complying with the above laws, rules and regulations, and pursuant to 12 NYCRR Part 820 and Section 876 of the Labor Law, it is the responsibility of the County to provide the successful bidder with the following information:

- (a) the safety data sheets (SDS) for any hazardous chemicals to which employees may be exposed will be made available,
- (b) the telephone numbers of plant personnel who are to be contacted in the event of a chemical spill or accident, and,
- (c) emergency procedures in the event of a fire or spill.

SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the SDSs to the County prior to introducing hazardous materials onto the site, assuring compliance before work is started, and disseminating any information to County employees concerning significant chemical hazards that the successful bidder is bringing to the County's workplace. The SDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These SDSs will be maintained by the County as long as those materials are present. It is the

responsibility of the successful bidder to train its own employees.

18. **CATTARAUGUS COUNTY VENDOR RESPONSIBILITY FORM**

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form. The County will not send reminders to potential bidders about when their latest submittal of a CCA-2 with attachments was received. In the event that the bidder has experienced material changes to its business since the last submittal, a new submittal with updated information will be required.

19. **DISCRIMINATION**

The successful bidder agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by Cattaraugus County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or

- (e) conditions of this section of the contract; and the aforesaid provisions of this section covering every contract for or on behalf of Cattaraugus County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

(N.Y. State Labor Law Article 8 Section 220-e)

20. WAGE RATES

Construction, reconstruction, or repair contracts for public works facilities are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

- (a) No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.

(Section 220, subd. 2, N.Y. State Labor Law)

- (b) Each laborer, workman, or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

A schedule of prevailing hourly wage rates is attached to this packet.

21. CONTRACT ASSIGNMENTS

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

22. CASH DISCOUNT

Any cash discount which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. If this is unsatisfactory, please quote net. The County will not pay any interest charges.

23. MANUFACTURERS

Where required on an individual bid sheet the bidder must

specify the trade name of the material on which the price is quoted.

24. ALTERNATE MANUFACTURERS

Bid offering material other than that of specified manufacturer or trade name will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally as well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

25. ALTERNATE ITEMS

If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Cattaraugus County of the item offered.
- (d) List of other installations.

26. ADDITIONAL INFORMATION

Any additional information which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

27. WORKMANSHIP

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion may be rejected and shall be made good by the contractor at his own expense.

28. HOLD HARMLESS

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

29. BID VALIDITY

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the Clerk of the County Legislature. Upon withdrawal of the bid pursuant to this paragraph, the County will forthwith return the bidder's security deposit.

30. CONTRACT INTEREST

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or any part hereof.

31. OTHER CUSTOMERS

Prices charged to Cattaraugus County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the County.

32. PRICE IS FIRM

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid with the exception of the asphalt, diesel fuel, kerosene and gasoline bids, which are permitted escalator prices in accordance with the detailed specifications for those products. No cost increase shall be charged for any reason whatsoever.

33. BIDDER AFFIRMATION

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

34. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in

Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County.

35. STATE CONTRACTS

The County reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the County to do so.

36. LITIGATION

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

37. MUNICIPAL EXTENSION

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

38. ALTERNATE SOURCE

Where a New York State bid or a bid from another municipality results in an award for an item herein at a total price which is more favorable than that of the bidder to whom an award is made herein, and such price is available to County, County reserves the right to purchase from the State bid or from such other, alternate bid, notwithstanding its award to the lowest responsible bidder herein, after offering the County bid awardee an opportunity to meet or better the item price

CATTARAUGUS COUNTY DEPARTMENT PUBLIC WORKS
DIVISION OF HIGHWAYS

REVISED 2/20

Specifications and Bid Sheet for
PAINTING TRAFFIC LINES ON COUNTY ROADS

We propose to furnish the PAINTING OF TRAFFIC LINES ON COUNTY ROADS in accordance with standard specifications.

1. Length of contract May 1, to April 30, of the following year.
2. Any city, town, village, school district or fire district of Cattaraugus County may participate in bid prices dealing directly with the successful bidder(s).
3. The Road Striping is being bid two (2) ways. **Method #1** - the successful bidder providing the paint and glass beads for the striping; **Method #2** - the County providing the paint and glass beads. The award for both methods will be based on the estimated quantities shown on the "Bid Form".
4. The surveying of the passing/no passing zones or field indexing MAY BE awarded under separate contract from the pavement striping agreement.
5. Quantities are indefinite and orders may be placed at any time during contract term.
6. **GENERAL INTENT:** It is the intent of these specifications that the contractor shall use such equipment, personnel, materials, and methods as will insure good workmanship and satisfactory, long-lasting results, combined with the utmost possible effort to provide for the safety and convenience of the traveling public during the time of application.
7. Bidder shall submit with his bid a descriptive list of all equipment available for use with this contract.
8. The purpose of the attached specifications is to describe the above mentioned materials by physical and chemical requirements. **Certification by suppliers shall accompany bid submittal indicating conformance to specifications.**
9. **NOTICE TO BIDDERS:** All sheets shall remain intact - DO NOT DETACH.
10. Bidders must submit bids on all items that are associated with the type of paint that they apply and bid on. Bids are to be placed on the attached bidding sheets. Bids submitted in any other manner will not be considered.
11. The Commissioner of Public Works or his duly appointed Representative reserves the right to reject any or all bids, or reject any materials which do not comply with the specifications. He also reserves the right to make such rejection at points of delivery and no payment will be made for transportation of such rejected material. He further reserves the right to determine the amount and date of deliveries of materials and the right to cancel any contract, should the amount and dates so specified not be met.
12. **TIME OF OPERATION:** The County's intention is to complete the traffic line stripping as follows:
 - A) Approximately 200 miles of County Highway between May 15 and July 15,
 - B) Approximately 250 miles of County Highway between July 15 and September 15,

ANY OF THE TOWNS, CITIES, AND VILLAGES OF CATTARAUGUS COUNTY SHALL HAVE THE RIGHT TO REQUEST THE SAME DATE SCHEDULES.

It is important that the schedules of roads to be striped are adhered to. Failure to meet the deadlines will result in payment deductions as outlined in Payment Requirements. The balance of work shall be completed by October 15 unless otherwise directed by the County.

13. The County will NOT PAY additional service or delivery charges such as "FUEL SUR-CHARGES".

The Operations Manager for the Department of Public Works will provide a schedule of roads to be striped on an AS NEEDED basis. Service shall be provided within 30 days of notification. Failure to meet the deadlines will result in payment deductions as outlined in Payment Requirements OR termination of contract due to contractor's breach of contract.

ALL PAINTING MACHINES SHALL BE OPERATED BY AT LEAST TWO EMPLOYEES:

One employee shall steer the machine and perform no other function while actually applying the traffic lines. (Unless the controls for the painting equipment are permanently mounted on the open side of the cab.)

The paint unit shall be a truck mounted vehicle equipped with a minimum of two guns and capable of applying dashed centerline and "no-passing" barrier lines simultaneously. This is necessary for keeping adjacent lines in correct alignment.

The paint unit shall be equipped with a pressure-regulated air jet which shall remove debris from the pavement in advance of the spray gun. The air jet shall operate when marking material is being applied and shall be synchronized with the marking material application or remain "ON" at all times.

The paint unit shall be equipped with a warning sign to warn oncoming traffic by means of a sequential flashing chevron capable of flashing left to right, right to left, or pass either side.

The paint unit shall be equipped with heated and jacketed paint lines from the heat exchanger to the guns. This is necessary to maintain a minimum temperature of 130 deg. to 140 deg. Fahrenheit at the gun for a proper application. The paint should never be heated above 160 degrees F.

The paint unit shall be equipped with a pressure bead system to apply glass beads with a gun type dispenser to insure a correct bead penetration and distribution on the painted line.

All paint used shall be run through a flow meter as applied, to determine that the correct amount is used. Usage log shall be delivered to County with pay request.

The paint unit shall be equipped with measuring devices that will measure the actual number of lineal feet paint is applied. **Measurement log shall be delivered to County with payment request.**

Pavement Surface Type (ie... restripe, new asphalt or stone surface) shall be logged with corresponding line length.

APPLICATION

The painted lines shall be protected by a follow-up vehicle equipped with a sequential flashing light on a chevron sign panel capable of flashing left to right, right to left, or pass either side, traveling approximately 1,000 feet after the unit making the application.

All traffic lines and intersection stop bars that are painted shall conform in every respect to the current regulations issued by the United States Bureau of Public Roads and the New York State Department of Transportation, especially as to color, width, and spacing of lines, dashed or solid line, and locations for changes in type of line and sight distances. Contractor shall reference the NYSDOT Engineering Bulletin (EB) 02-022 for Pavement Marking Material Guidelines, dated May 1, 2002.

All paint shall be applied at a minimum thickness as prescribed of solid 4 inch line; the same rate of application shall apply for skip or broken lines.

Glass beads for reflectorization shall be applied to all painted lines at the minimum rate prescribed rate.

The machine used to apply traffic lines shall not be operated at a speed greater than that required to achieve desired thickness.

The painted traffic lines shall follow the center line of the road. They shall be straight and true on tangents and be uniform on curves.

Painting of the **CENTER LINE(S) SHALL TAKE PRIORITY** over the painting of edge lines.

Painting of INTERSECTION STOP BARS shall be done according to regulations. The locations in which Intersection Stop Bars are to be painted will be at the discretion of the County.

Repainting of center lines and edge lines shall coincide with the existing traffic line markings.

The contractor shall be responsible for the 100% reflectorization of all traffic lines painted. Should the painted lines not receive enough beads for the reflectorization required, the contractor shall be held responsible for correcting the same at his expense.

All paint shall be applied at a temperature that will assure it to be tack-free within 180 seconds of it being applied to the pavement.

Edge line striping shall be done while the striping machine is on the pavement surface and not under any circumstances shall it travel the shoulders.

LAY-OUT ENGINEERING

The contractor shall be capable of determining where the passing and no passing zones are located.

The contractor shall certify the passing and no-passing zones are in accordance with the New York State Manual of Uniform Traffic Control Devices and the contractor shall present a log sheet to the Commissioner of Public Works which shall list each County Highway and show the location of all the passing and no-passing zones which have been established.

The Contractor shall have equipment and experienced personnel to utilize log procedures and be capable of transferring information contained in the log into index marking on the pavements to be striped, the index marking is to denote to the striping machine operator or driver where the passing and no-passing zones are located.

SPECIFICATIONS FOR DETERMINING THE LOCATION OF PASSING AND NO PASSING ZONES

General: It is the intent of this specification to describe the method required to determine the location of passing and no-passing zones for center line pavement marking of County Highways where sight distance is restricted at horizontal and vertical curves to conform with the New York State Manual of Uniform Traffic Control Devices.

EQUIPMENT

The equipment required for laying out all zones shall be electronic and shall consist of two distance measuring instruments, one transmitter, one receiver, one comparator, and one data printer.

The equipment shall be capable of maintaining a previously determined separation distance along the center line of pavement between two vehicles as they traverse a County Highway for establishing correct passing and no-passing zones. The separation distance along with the log point shall be displayed and recorded in feet in the tracking vehicle at the point of loss and regain of sight of the lead vehicle in order to achieve a plotting accuracy of plus or minus 1% of the separation distance.

Operators of the lay out survey shall have a minimum of two vehicles. Each vehicle shall have voice communication systems with a minimum range of one mile. Operators shall not be required to get clearance each time they communicate.

As a minimum requirement all vehicles shall be equipped with a roof mounted rotating flasher. The lead vehicle and trailing vehicle used for lay out survey shall be equipped with a roof mounted warning sign, with a minimum size of 28" by 40".

The warning signs shall be double faced with a black legend on an orange background indicating a survey is being conducted.

The lead vehicle shall be equipped with an adjustable target light so the required height for sight distances shall be maintained.

The Commissioner of Public Works or his duly appointed Representative reserves the right to inspect the bidder's equipment prior to making any award.

SURVEY METHODS

Passing and no-passing zones shall be established for horizontal and vertical curves, railroad crossings, designated by the Commissioner of Public Works to conform with the New York State Manual of Uniform Traffic Control Devices. The Commissioner of Public Works will approve the 85% percentile speed for establishing the no-passing zones on the respective sections of road to be surveyed. The Manual criteria for 85% percentile speed of 55 M.P.H. (minimum sight distance of 1,000 feet) will be used unless a lower speed is established, or unless the Commissioner of Public Works approves different speed criteria in conformance with Manual provisions.

After the survey is run, the contractor shall establish the limits of the passing and no-passing zones in accordance with the Commissioner's instructions. Zone limits may require adjusting or extending where a dip or depression occurs within the minimum sight distance, at driveways, or where other limiting physical conditions exist.

The contractor shall furnish the Commissioner of Public Works with one copy of a final log of the survey clearly indicating the passing and no-passing zones established. This log shall list the beginning and ending points in feet, along with the length of all no-passing zones established on each highway.

The log shall be visually referenced to physical points along the highways so that no-passing zones can be re-established. Suggested references are the center of intersecting roads or railroads. As a minimum reference points should be noted at no longer than a 2 mile interval.

MARKING OF INDEXES

The contractor shall use a copy of the log and an electronic distance measuring instrument to mark the pavement at the beginning and ending points of all the zones established.

MATERIALS

All paint furnished by the contractor shall meet or exceed attached specification requirements for: Fast-Dry Acrylic Waterborne Traffic Paint, DOT approved.

The Commissioner of Public Works reserves the option of purchasing No. 3 glass beads from the contractor at the price bid or from the New York State Department of Transportation's contract supplier. No. 3 glass beads shall conform to the New York State Department of Transportation specification.

The Commissioner of Public Works also reserves the option of purchasing white and yellow paint requirements from the contractor at the prices bid or from the New York State Department of Transportation contract supplier. All paint supplied to the County Department of Public Works shall conform to the attached specification for Marking Paint.

All paint requirements shall be delivered to the County Department of Public Works in **55 gallon drums or standard enclosed paint totes**, at least 15 days prior to the start of any application. The drums and/or paint totes must be labeled by the manufacturer as to type of paint, date, etc.

The County Public Works Department shall be notified at least 24 hours before any deliveries of paint or beads.

SAFETY & MAINTENANCE OF TRAFFIC

The contractor shall be responsible for conducting operations with all possible precautions being made for the safety of the traveling public.

The paint units shall have warning signs which are adequate in size and clearly visible.

Flagmen shall be used whenever necessary.

The contractor shall maintain traffic at all times and with as little interference or inconvenience as possible.

No road or portion of road shall be closed to traffic at any time.

INSPECTION

The Commissioner of Public Works or his duly appointed representative shall inspect all work done under this contract.

The contractor shall advise the Commissioner of Public Works or his designated inspector at least 24 hours before any application work shall be done or before resuming application after any delay or postponement.

The Commissioner of Public Works or his duly appointed representative shall have the authority to stop all work at any time when it is felt the workmanship does not conform to the specification requirements. In case of such work stoppage, work shall not be resumed by the contractor until authorized by the Commissioner of Public Works or his duly appointed representative after he is satisfied that faulty workmanship will be made good by the contractor at his cost.

Should workmanship not meet the specifications requirements the Commissioner of Public Works or his duly appointed representative shall at his discretion, terminate the contract.

SPECIFICATIONS FOR
FAST-DRY ACRYLIC WATERBORNE PAVEMENT MARKING PAINTS
WHITE & YELLOW

General:

The paint (pigmented binder) shall be formulated and manufactured from first grade materials and shall be free from defects and imperfections that would adversely affect the serviceability of the finished product.

The white and yellow paints shall provide the proper anchorage and refraction for glass beads when both binder and spheres are applied in the stipulated quantities with the specialized equipment so that the glass beads are placed into the paint spray fan with a pressurized bead gun.

The paint shall show no evidence of excessive settling or livering when stored in the sealed container as received, to the degree that it would make re-incorporation difficult by standard and normal methods, or detrimentally affect its application with the specialized equipment. Normal package life shall be not less than six months after receipt of the paint. The pigment shall not agglomerate, settle, or cake in the container.

DRYING TIME:

The reflectorized line, when applied as a flat, four inch wide line, at required thickness, with a uniform distribution of glass beads applied, shall dry to no pickup according to the following application temperature schedule, providing that air surface temperatures are between 50 and 120 degrees Fahrenheit, and the relative humidity is less than 85%:

The paint may be applied when air and surface temperatures are as low as 45 F, or when relative humidity does not exceeds 85%. Under all weather conditions, the pavement must be clean and dry to provide proper adhesion of the paint.

FLEXIBILITY:

The paint film shall not crack nor flake when subjected to the flexibility test of TT-P-85B, Section 4.4.5. The size of the test panels shall be four (4) inch by six (6) inch.

VISCOSITY: (ASTM D562, PROCEDURE B)

The consistency of the paint shall be 75 to 95 Krebs Units at 25 degrees Celsius when tested on the Stormer Viscometer at a shearing rate of 100 revolutions per 30 seconds. The test shall be run within five minutes after the paint has been thoroughly mixed by hand stirring.

DIRECTIONAL REFLECTANCE:

The daylight directional reflectance of the white paint shall be not less than 84% relative to magnesium oxide as measured in accordance with ASTM E1347. The reflectance of the yellow paint shall be not less than 54%.

Test specimens shall be prepared by applying paint to black and white contrast panels, Leneta Form 5C or equivalent.

COLOR:

The color of the white paint shall be reasonable visual match to Munsell Book Notation N 5/0, when viewed under North Standard Daylight (ASTM D1535)

The color of the yellow paint shall be reasonable visual match to Munsell Book Notation 10, YR 8/14, when viewed under North Standard Daylight (ASTM D1535)

Color determination shall be made on dried paint specimens prepared from a 15 +/- 1 mil wet film thickness draw down.

HIDING POWER:

Both white and yellow paints shall have a minimum contrast ratio of 0.96 when tested in accordance with ASTM D2805, as follows:

A 3-1/2" wide wet film shall be applied to black and white contrast panels with a Bird applicator or other suitable wet film applicator designed to produce a nominal wet film thickness of 0.005 inches. The black/white colors of the contrast panels shall match those of Leneta Form 5C or equivalent. The wet paint shall be drawn from the white to the black portion of the panel and allowed to dry for a minimum of one hour. Forty-five degree reflectance measurements shall be taken on the white and the black portions of the panel. The contrast ratio shall be calculated by dividing the reflectance of the black portion by the reflectance of the white portion.

ABRASION RESISTANCE:

The paint shall satisfactorily pass the following abrasion resistance test: (ASTM D4060)

Four (4) plate samples for each lot shall be prepared for testing on the Taber Abraser. The paint shall be sprayed on steel plates or applied by other suitable means so as to insure a nominal 15 mil wet film thickness on each plate. After a room temperature cure of two hours the paint abrasion panels shall then be baked at 105 degrees Celsius for 18 hours. After this time, the plates shall be cleaned, dressed and weighed. The plates shall be abraded for 1000 cycles on the Taber Abraser. The Taber Abraser shall be operated with 500 gram weights and CS 10 wheels on the machine. After abrading, the samples shall be cleaned with a soft brush, placed in a desiccator for one hour and weighed again. The average weight loss for the four (4) plates shall not exceed 50 milligrams.

BLEED RESISTANCE:

The quality of the pigment binder shall be such that it will cause no bleeding of the asphalt surface over which it is applied, which may impair the paints color or visibility.

WEIGHT PER GALLON: (ASTM D1475)

The weight per gallon of finished paint shall not be less than 13.5 pounds for white not less than 13.0 for yellow paint when tested using the weight per gallon cup.

VOLUME SOLIDS: Finished paint shall not be less than 62.0% solids, by volume.

VEHICLE SOLIDS: Shall not be less than 43.0% of weight of vehicle.

NON-VOLATILE VEHICLE:

The non-volatile portion of the vehicle shall be composed of a fast-drying 100% acrylic emulsion. Fast dry acrylic emulsion shall be either Dow Chemical Co. "DT211NA", Rohm and Haas "Rhoplex Fastrack 2706", or equal as determined by the Director, Materials Bureau. The finished paint shall be made from only one type (brand name) fast dry acrylic emulsion.

Finished paint shall not be less than 76.0% total non-volatile, by weight.

PIGMENT PERCENT: (ASTM D3723)

The pigment content by weight of finished product shall not be less than 58% or more than 62%.

The pigment portion shall be a combination of prime and extended pigments as required to produce either white or yellow traffic paint meeting the color and other requirements of the finished product as specified in this specification.

FREEZE-THAW STABILITY:

The paint shall show no coagulation or change in consistency greater than 15 Krieb Units when tested in accordance with Federal Specification TT-P-1952b, Section 4.5.7

HEAT STABILITY:

The paint shall show no coagulation, decoloration or change in consistency greater than 15 Krieb Units when tested in accordance with Fed. Specification TT-P-1952b, Section 4.5.8

DILUTION TEST:

The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

CONTAINERS:

The paint shall be supplied in RECYCLABLE, removable head 55 gallon drums conforming to the ICC specification 17H. The drum lids shall be fitted with suitable gaskets and locking rings to prevent skinning during storage. Unless otherwise agreed to by the purchaser and supplier, the drums shall be filled to 55 gallons, with volume measurements based on 77E. Each drum shall be marked with tare, gross and net weights, the equivalent net gallons, name and address of the supplier, product code and batch number.

CERTIFICATION:

The contractor shall submit with his bid, certification from the paint manufacturer that all paint offered for purchase with reference to their specifications, meet this specification. Failure to submit paint certification at time of bid opening shall result in the immediate rejection of the bidder's proposal. Furnishing this certification does not relieve the supplier from the responsibility to provide paint in full compliance with this specification. In the event that paint purchased under this specification is found not to comply with these specifications, the contractor shall replace the paint with material that does comply, at the contractor's expense, to include transportation charges.

ROAD AND WEATHER CONDITIONS

No painting shall be done when the temperature is below 45 degrees Fahrenheit.

No painting shall be done whenever the pavement is wet or damp.

Paint shall only be applied to a clean and dry highway surface. The contractor shall remove any sand, dirt or other debris encountered while applying paint.

The contractor shall furnish a power broom with a power blower to be used wherever necessary for the above mentioned purpose. The power broom used must be approved by the Commissioner of Public Works or representative.

All pavement edges that are to be edgeline painted shall be broomed by the contractor before any paint is applied.

FINANCIAL RESPONSIBILITY

All bidders shall submit a financial statement attested by a certified public accountant and bank references within ten (10) days after the bid opening or the bid will be rejected as incomplete.

OBLIGATION OF BIDDER

Every person intending to bid is expected before submitting same, to make himself fully familiar with the work to be done. A contractor will be barred from pleading misunderstanding or deception because of estimates of quantities, character, scope of work, location or other conditions surrounding the same. Permission will not be given to withdraw, modify or explain any proposal or bid after the bid opening.

On acceptance of this proposal for said work the contractor does or do hereby bind himself or themselves to enter into a written contract within ten (10) days of notice to do so by the Cattaraugus County Commissioner of Public Works.

PRICING AND EXTENT OF CONTRACT

It is the intent of the Commissioner of Public Works that bidders shall submit the following prices in the attached form of proposal.

1. A price for centerline application, to include paint and beads.
2. A price for edgeline application, to include paint and beads.
3. A price for yellow and white traffic line paint.
4. A price for No. 3 glass beads.
5. A price for turn arrows.
6. A price for intersection stop bars.
7. A price for standard median cross hatching.
8. A price for Railroad Crossings

The bid prices for center and edgeline application shall be based on per mile of highway regardless of type of line.

No payment for application shall be made during the course of operations.

Payment shall be made after each application when completed and approved of same by the Commissioner of Public Works.

The Commissioner of Public Works shall be given a daily record of the mileage striped and amounts of material used. The striping machine operator shall verify said records with the County Department of Public Works representative on the job.

PAYMENT REQUIREMENTS

Prior to any payments being made, the contractor shall, if called upon to do so by the County Commissioner of Public Works, submit satisfactory evidence that all labor and materials have been paid for in full.

The County Commissioner of Public Works reserves the rights to withhold payment for any days work that he does not receive a record for, from the contractor.

The in-place total number of miles striped, materials or other services used in accordance with the contract requirements shall be, upon verification, the basis for payment.

The contractor shall submit payment vouchers and invoices describing the services and materials for which payment is requested. Contractor to include paint use logs and distance logs with payment request.

Failure to complete the road striping schedule(s) by the stated deadlines, without the prior written approval from the Commissioner of Public Works, will result in the following payment deductions:

1 - 15	Miles not striped by either July 15 or September 15 deadline	<u>\$1,000 Deduction</u>
16 - 25	Miles not striped by either July 15 or September 15 deadline	<u>\$2,000 Deduction</u>
26 - 35	Miles not striped by either July 15 or September 15 deadline	<u>\$3,000 Deduction</u>
36 - 45	Miles not striped by either July 15 or September 15 deadline	<u>\$4,000 Deduction</u>
46 and greater miles	miles not striped by either July 15 or September 15 deadline	<u>Forfeiture of Performance Bond</u>

NOTE:>> THE AWARDING OF THIS CONTRACT WILL BE BASED ON THE ESTIMATED NET MILES AND UNITS OF ALL ITEMS LISTED ON THE FOLLOWING PAGE, TIMES THE SUBMITTED PRICES PER MILE/UNIT. THESE ESTIMATED AMOUNTS (FOR THE COUNTY ONLY) DO NOT REPRESENT ACTUAL MILEAGE OR UNITS THAT WILL BE REQUIRED UNDER THIS CONTRACT.

THE COUNTY RESERVES THE RIGHT TO PAINT IT'S OWN RAILROAD CROSSING & STOP BARS. THE COUNTY REQUEST PRICES FOR ALL ITEMS TO BENEFIT TOWN, VILLAGES, & CITIES THAT CAN PARTICIPATE IN THIS CONTRACT.