

SECTION 4 - AGREEMENT

PROJECT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Orange County Striping Service, Inc.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.

CITY desires to utilize the services of Furnish all Labor, Material, and Equipment for Street Striping and Curb Painting Services on an as-needed basis for the City of Garden Grove.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a Not to exceed (NTE) amount of Three Hundred Fifty One Thousand Seven Hundred Sixty Seven Dollars and 88/100 (\$351,767.88), payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Bid No. S-1179-A and the Plans and Specifications (Attachment A), which are attached and are hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set

forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

4.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

4.3 Project. The PROJECT is described as Furnish all Labor, Material, and Equipment for On-Call Street Striping and Sign Installation for the City of Garden Grove.

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications for: Furnish all Labor, Material, and Equipment for On-Call Street Striping and Sign Installation for the City of Garden Grove.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. The performance period shall be for a one year period, commencing on February 22, 2016 an ending on February 21, 2017, with an option to extend said agreement for an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. The completion dates shall include any material delivery

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for

CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

4.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

4.9.2 A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.

4.9.3 Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.

4.9.4 If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

4.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.

4.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.

4.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

4.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

4.13 Completion. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

4.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the

extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).

4.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING

4.14.6.1 **Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

4.14.6.2 **Payroll Records.** CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit

payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices**. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

4.14.6.4 **Notice of DIR Compliance Monitoring and Enforcement**. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

4.16 Insurance.

4.16.1 CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

4.16.2 CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and *provide Employers Liability in an amount not less than \$1,000,000*. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

4.16.3 For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it.

4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).

4.16.5 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a waiver of subrogation for each policy.

4.16.6 INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$5,000,000 per occurrence, and not excluding XCU; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. (**claims made and modified occurrence policies are not acceptable**) Insurance companies must be

acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under the excess liability policy in 4.16.6 (c). Policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the schedule of underlying policies for an excess liability policy, state that the excess policy follows form on the insurance certificate, and provide an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

4.17 Risk and Indemnification. All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the *active negligence* or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.18 Termination.

4.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.3 Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates,

summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

4.18.4 Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

4.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

4.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

4.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY: City of Garden Grove
 City Attorney
 11222 Acacia Parkway
 Garden Grove, California 92840

To CONTRACTOR: Orange County Striping Service, Inc.
 Attention: Douglas Patterson, President
 183 N. Pixley
 Orange, CA 92868

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Project Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
Orange County Striping Service, Inc.

Contractor's State Lic. No. 346095

DIR Registration Number 1000005597

Expiration Date: 6-30-2016

By: Douglas Kimball

Title: President / Secretary

Date: 1/26/16

Tax ID No. 95-3077158

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the CITY.

APPROVED AS TO FORM:

Janice H. Eggen
Garden Grove City Attorney

ATTACHMENT "A"

SCOPE OF WORK IFB NO. S-1179-A

Furnish all Labor, Material, and Equipment for On-Call Street Striping and Sign Installation for the City of Garden Grove

I. GENERAL

A. Term of Contract

It is the intent of the City of Garden Grove to enter into a multi-year contract for street striping and curb painting services. The prices quoted with the bid shall be in effect for a period of one year. This contract will be subject to review and extension on a year-to-year basis to a maximum of five years if it is in the best interest of the City. Price adjustments will be based on the Consumer Price Index for the previous twelve months and are not automatically granted. Price adjustments must be requested in writing prior to the renewal of the agreement.

The usage of services under this agreement is on an as-needed basis. No minimum amount of work is guaranteed under this contract. This contract does not prohibit the City from seeking similar services from other sources.

The lowest responsible bidder will be based on Total Estimated Striping Cost on the bottom of Page 37 (Attachment "B", Bid Form.)

B. Specifications

The work embraced herein shall be done in accordance with the most recent edition of the following:

- Standard Specifications of the State of California, Department of Transportation (hereinafter called Standard Specifications), and all Article and Section references shall refer to said Standard Specifications unless otherwise noted,
- Standard Specifications for Public Works Construction (Green Book),
- Manual of Uniform Traffic Control Devices (MUTCD) as amended for use in California.
- County of Orange Standard Plans and Specifications
- Garden Grove Standard Plans and Specifications

The Contractor shall provide, install and maintain all necessary signs, lights, flares, barricades, arrow boards, flagmen, and other facilities for directing the movement

of traffic through the work. Full compensation for conforming to these provisions shall be considered as included in the price paid for the various contract items of work and no additional payment shall be made thereafter.

C. Description of Work

This work shall consist of supplying all labor, methods or processes, implements, tools, machinery, equipment and materials to paint and to repaint street traffic stripes, pavement markings and devices; including preliminary preparation, protection of new work, and other related work not specifically mentioned herein, as directed by the Public Works Director to provide a completed project.

1. The kind of material, paint or pavement markers, to be applied will be designated in the contract item, specified in the special provisions, or shown on the plans.
2. For the purposes of this contract "Traffic Striping and Pavement Markings," traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel, and longitudinal edge lines which mark the edge of the traveled way or the edge of the lanes at gore areas separating traffic at exit and entrance ramps. Pavements markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lines (stop lines), crosswalk lines, shoulder markings, parking stall markings, and railroad grade crossing markings.

II. CONSTRUCTION DETAILS

A. Control of Alignment and Layout

All work necessary to establish satisfactory lines for stripes and all layout work required for pavement markings shall be performed by the Contractor. Lines shall be established by the application of cat tracks or dribble lines.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than 3 inches in width and not more than 5 feet apart on curves nor more than 10 feet apart on tangents.

Dribble method may be used only when designated by the City. Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment.

Paint for cat tracks and dribble lines shall be the same color as the traffic stripe for which they are placed.

B. Tolerances and Appearances

The Contractor shall perform all layout, alignment and spotting.

Traffic stripes and pavement markings shall conform to the dimensions and details in accordance with the MUTCD and Standard Specifications.

Completed traffic stripes shall have clean and well-defined edges without running or deformation, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than 1/4 inch on tangent nor more than 1/2 inch on curves from the widths shown on the plans. Broken traffic stripes shall also conform to the following requirements:

The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2 inches from the lengths shown on the plans.

The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 1/2 inch in 50 feet from the alignment shown on the plans.

The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional stripes upon the traffic stripe being applied.

The completed pavement markings shall have clean and well-defined edges without running or deformation and shall conform to the dimensions shown on the plans, except that minor variations may be accepted by the City.

Drips, overspray, improper markings, and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the City. Ragged ends of segments, fogginess along the sides or objectionable dribbling along the unpainted portions of the stripe shall be removed to the satisfaction of the City. When curb painting the Contractor shall take every effort to avoid getting paint on the sidewalk or in the gutter. All such removal for striping and curb painting work shall be at the Contractor's expense.

The finished product shall have an opaque, well painted appearance with no black or other discoloration showing through.

Existing lines shall be followed in such a manner as to present a uniform, pleasing appearance, and misalignment or disregard to previous painting will not be permitted. Abrupt breaks in alignment between broken segments will not be permitted.

The Public Works Director, or his designee, shall inspect completed lines and shall inform the Contractor of any faulty methods or unsatisfactory results. Lines considered unsatisfactory shall be repainted and reflectorized at the Contractor's expense and the Public Works Director, or his designee, shall be the sole judge as to the acceptability of the completed line.

C. Paint Spills, Defective Workmanship and Environmental Compliance

The Contractor will have ten (10) working days to clean up or correct any unsatisfactory work. Removal of paint shall be done by water blasting or wet sandblasting. Removal of thermoplastic shall be done by grinding. After sandblasting and grinding, area will be cleaned. The City shall after ten (10) working days retain the right to either call in another Contractor or to perform the work with City forces; and to bill the Contractor time and material charges plus 30 percent for overhead or contract cost plus 15 percent for overhead.

Contractor is also responsible to be NPDES compliant. Contractor is to clean up all materials and spills, and implement Best Management Practices to keep all materials out of the storm drain system, including excess glass beads.

Protection from Damage:

The contractor shall take special care to protect existing reflective pavement markers and shall, at his expense, replace all coated markers.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry. Stripes or markings that are damaged prior to drying shall be repainted at the Contractor's expense.

D. Application Rate and Requirements

Application: Paint and beads shall meet or exceed established industry guidelines as outlined in the Green Book and the Standard Specifications.

The Contractor shall take all reasonable precautions to protect the paint during drying time and shall be required to paint out all objectionable tracking or water damage at his expense.

Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below 50 F; when the relative humidity exceeds 75 percent at the site of work; when freshly painted surfaces may become damaged by rain, fog, water, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below said 50 F. temperatures during the drying period.

No work shall be done when weather conditions restrict visibility to less than one mile or when designated by the City. Water containment/diversion if required, will be done by the Contractor at his expense.

Night work is *not permitted* in residential areas of the city.

Surfaces which are to receive traffic stripes and pavement markings shall be dry and cleaned of all dirt and loose material.

Paint, mixing rates, glass bead application and general application equipment shall be in accordance with the Green Book and other established practices.

Paint shall be applied in two (2) equal thicknesses totaling the minimum required wet film thickness indicated in the Green Book and Book and other established practices. A minimum period of 14 days shall be allowed between the two applications of striping, or as directed by the City.

E. Materials

Waterborne Paint: The paint to be used on all work done under this contract shall be the following, or equivalent, as approved in writing by the City. All products used must be on the State of California, Department of Transportation Qualified Products List (QPL). Paint for traffic striping shall be either rapid dry white conforming to State Specifications 8010-81D-04, or rapid dry yellow conforming to State Specifications 8010-81D-05, in accordance with the color stipulated on the plans or as directed by the City.

Thinner shall not be mixed with paint. Paint shall dry "track free" within five (5) minutes. All pigment shall be lead free.

Beads used for reflectorized lines shall conform to the following:

American Association of State Highway and Transportation Officials (AASHTO) Standard Specification for Glass Beads Used in Traffic Paint. AASHTO Designation M 247-81 with AC 110 adhesion coating.

Stencils: Contractor shall provide all stencils and street marking legend cutouts, all of which conform to standards presently in use in the City of Garden Grove for the restriping of all existing pavements legends. For all new work, where new legends are required, the Contractor shall use the most recent edition of the California MUTCD.

F. Pavement Markers

This work shall consist of furnishing and placing pavement markers at the locations shown on the plans or where directed by the Public Works Director. Pavement markers shall be in accordance with Section 312-1 of the Standard Specifications for Public Works Construction (Greenbook), or shall be of type, color, shape, dimensions and tolerances shown on the plans or work orders. Markers shall be installed with hot melt bituminous material in accordance with Section 312-1 of the Greenbook.

The Contractor shall provide the City with a Certificate of Compliance.

Measurement: The quantity of reflective and non-reflective pavement markers will be measured as units determined from actual count in place.

Payment: The contract unit prices paid for reflective and non-reflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in furnishing and

placing pavement markers, complete in place, including adhesives, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the City.

G. Pavement Delineation and Pavement Marking Removal

Traffic stripes and pavement markings shall be removed to the fullest extent possible from the pavement by any method that does not materially damage the surface or texture of the pavement and is approved by the City. The entire pavement's surface within the area of the legend shall be removed. Sand and other material deposited on the pavement as a result of removing traffic stripes and markings shall be removed as the work progresses. Accumulations of sand or other material which might interfere with drainage or might constitute a hazard to traffic will not be permitted.

The Contractor will provide everything necessary to remove, by a method approved by the City, painted lines, symbols, or legends as may be required, including traffic control and cleanup.

H. Sweeper

The Contractor shall furnish a power sweeper with operator to clean immediately after and wet sandblasting for paint removal. The sweeper shall have a steel gutter broom, a rear plastic broom, and three (3) yard minimum capacity hopper. Said sweeper shall conform to Southern California Air Quality Management District (SCAQMD) Rule 1186, Alternate Fuel.

III. WORK OPERATIONS AND BILLING

A. Scope

In general, routine striping refreshing will be assigned on as needed basis, based on the needs of the City. Engineering work orders for new striping or modifications to existing striping will be randomly issued and will have specific completion dates. In addition, there will normally be one sealing project per year.

B. Time of Completion

The Contractor will be called upon from time to time by the City to paint certain specific locations. Upon notification that certain work is ready to be undertaken, the Contractor, in an expedient manner, shall enter upon the site to accomplish the required painting. Painting will commence upon demand throughout the City and within three (3) working days of notice to proceed, together with any necessary directions or maps required by the Contractor. The Contractor shall comply to "complete by" dates that are assigned by the City to each work order. In the case of striping newly sealed or newly paved streets, the Contractor shall "cat track" within twenty-four (24) hours, install raised pavement markers within fourteen (14) days, and paint required legends within three (3) working days. The City of Garden Grove reserves the right to designate the amount and location of work to be done under these specifications.

- C. Traffic Control: Traffic shall be permitted to pass through the work underway at all times, under the specific control of the Contractor.

Lane closures on arterial streets shall be planned and scheduled to minimize interference with traffic. No work shall encroach into a moving lane of traffic between the hours of 7-9 AM or 3:30-6 PM unless authorized. Lane closures on arterials shall conform to, and be placed in accordance with the current MUTCD and the latest updated version of the "Work Area Traffic Control Handbook" (WATCH).

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

- D. Billing and Payment

Measurement: Painting traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 4-inch wide yellow stripes separated by a 3-inch wide black stripe, will be measured as one traffic stripe.

Payment: Lineal feet of painted lines shall be measured for payment by standardized odometer or distance measuring instrument. Areas not painted (e.g., intersections) will not be included in the measurement. Other units for which payment is to be made shall be measured in accordance with the units designated in the request for bids.

The unit prices for the various units of work, as provided heretofore, shall be considered as full compensation for furnishing all tools, equipment, materials, and labor for doing the work as herein specified and no additional payment will be made therefor.

Item 24 on the bid list. Stop and limit bar will be invoiced and paid as one item. All "stop and bars" regardless of limit bar length, will be treated in this manner.

Currently the City issues a computer printout or work order for striping work to be completed. The Contractor will return completed portions of the computer printout and/or work orders with an invoice for each completed billing period. If a billing method other than the aforementioned is used, an itemized list of the completed work showing map number, location, category, quantity and completion date exactly corresponding to that same item on the issued work order will be required. The Contractor shall complete the requested work within the time period designated by the City and submit written billing within thirty (30) days of completion. The written billing shall be not less than two (2) copies.

Annual striping requirements, engineering requests, miscellaneous work, and sealing projects will be invoiced separately.

IV. SIGNS

A. DESCRIPTION OF WORK

1. Installation/replacement of all signs shall conform to the MUTCD and City Standards unless otherwise indicated.
2. Type of sign and materials to be replaced or installed and extent of work to be done shall be determined by a written work order. All signs not provided by the City must be HIP and have 3M 1160 anti-graffiti sheeting (or equivalent) applied to the front side/face of the sign. If the sign is two faced, graffiti sheeting shall be applied to both sides.
3. Backfill material for metal posts shall consist of Class C Portland Cement Concrete. Any spalling or chipping of concrete structures shall be repaired by the Contractor at his expense.
4. When called for, contractor shall install new 2"x2"x12' 14 gauge perforated square channel post and related anchor, unless otherwise directed.

V. ADDITIONAL WORK

- A. From time to time, contractor may be asked to perform additional work such as pedestrian rail installation and guardrail installation. Contractor is to provide a quote for the work to be done.
 1. City may seek bids from outside companies if the price is deemed high or non-competitive.

ATTACHMENT "B"

BID FORM

IFB S-1179-A

ON-CALL STREET STRIPING AND SIGN INSTALLATION FOR THE CITY OF GARDEN GROVE

THIS FORM MUST BE COMPLETED AS OUTLINED BELOW AND SUBMITTED WITH THE PROPOSAL

PLEASE DO NOT CHANGE THE FORMAT OR ALTER THIS FORM IN ANY WAY

SECTION 2 - PROPOSAL
THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned, having carefully examined the Scope of Work for On-Call Street Striping and Sign Installation, hereby proposes to furnish all labor, materials, traffic control, equipment and transportation, in accordance with the Scope of Work for the per-unit prices and aggregate ANNUAL total costs set forth below. The proposed prices set forth shall be inclusive of all of Proposer's direct and indirect costs to provide the services in accordance with the Scope of Work.

The Quantities listed below represent the City's best estimate of the work to be done on an ANNUAL basis. Total Costs for each Category shall be calculated based on these estimated annual Quantities. *The lowest responsible bidder will be based on the Total Estimated Striping Cost on Page 38.*

NOTE: Approximate equivalent or quantities of work are estimated.

| Item | Estimated Quantity | Bid Item | Unit Measure | Unit Price | Est. Total |
|------|--------------------|----------------------|--------------|----------------|--------------------|
| 1. | 60,000 LF | 4" Broken Lane Line | PER LF | <u>\$ 0.05</u> | <u>\$ 3,000.00</u> |
| 2. | 3,000 LF | 4" Solid Lane Line | PER LF | <u>\$ 0.07</u> | <u>\$ 210.00</u> |
| 3. | 30,000 LF | 4" Double Solid Line | PER LF | <u>\$ 0.14</u> | <u>\$ 4,200.00</u> |

| Item | Estimated Quantity | Bid Item | Unit Measure | Unit Price | Est. Total |
|------|--------------------|--|--------------|-----------------|-------------------|
| | | with 3" Solid Black Line | | <u>X</u> | <u>X</u> |
| 4. | 10,000 LF | 4" Solid Lane Line with 3" Solid Black Line With 4" Broken Lane Line (Continuous left-turn pocket) | PER LF | <u>\$ 0.12</u> | <u>\$1200.00</u> |
| 5. | 14,000 LF | 8" Solid White Line | PER LF | <u>\$ 0.13</u> | <u>\$1820.00</u> |
| 6. | 30,000 LF | 6" Solid White Line | PER LF | <u>\$ 0.09</u> | <u>\$2700.00</u> |
| 7. | 60,000 LF | Painted 12" Crosswalk & Limit Bar Lines | PER LF | <u>\$ 0.80</u> | <u>\$48000.00</u> |
| 8. | 8 EA | R X R Marking | PER EA | <u>\$ 62.00</u> | <u>\$496.00</u> |
| 9. | 1000 EA | Large Turn Arrows | PER EA | <u>\$ 9.50</u> | <u>\$9500.00</u> |
| 10. | 3,000 EA | 8" Letter Legend | PER EA | <u>\$ 7.00</u> | <u>\$21000.00</u> |
| 11. | 30 EA | 12"-18" Letter Legend | PER EA | <u>\$ 5.00</u> | <u>\$150.00</u> |
| 12. | 8,000 LF | Curb Painting (Red, Green, Yellow, White, Blue or Grey) | PER LF | <u>\$ 0.67</u> | <u>\$5360.00</u> |
| 13. | 15 EA | Parking "T" | PER EA | <u>\$ 5.00</u> | <u>\$75.00</u> |
| 14. | 1,000 EA | 4' Parking Lot Line With Layout | PER LF | <u>\$ 7.00</u> | <u>\$7000.00</u> |
| 15. | 1,000 EA | 4' Parking Lot Line With No Layout | PER LF | <u>\$ 5.00</u> | <u>\$5000.00</u> |
| 16. | 800 LF | Paint Blackout | PER LF | <u>\$ 0.10</u> | <u>\$80.00</u> |

| Item | Estimated Quantity | Bid Item | Unit Measure | Unit Price | Est. Total |
|------|--------------------|---|--------------|------------------|--------------------|
| 17. | 10 EA | White Handicapped Symbol with Blue Background | PER EA | <u>\$ 35.00</u> | <u>\$ 350.00</u> |
| 18. | 6,000 EA | Yellow or White Non-reflective Pavement Marker -Ceramic | PER EA | <u>\$ 2.00</u> | <u>\$ 12000.00</u> |
| 19. | 1,000 EA | Yellow or White Reflectorized Markers, One-Way | PER EA | <u>\$ 3.00</u> | <u>\$ 3000.00</u> |
| 20. | 1,000 EA | Yellow, White, or Blue Reflectorized Pavement Markers, Two-Way | PER EA | <u>\$ 3.00</u> | <u>\$ 3000.00</u> |
| 21. | 600 SF | Removal of Painted Lines, legends, or symbols by grinding. Square footage of legends shall be determined by using California State Division of Highways calculations for standard pavement stencils | PER SF | <u>\$ 2.69</u> | <u>\$ 1614.00</u> |
| 22. | 25 HR | Miscellaneous Sandblasting for Paint Removal | PER HR | <u>\$ 357.96</u> | <u>\$ 8949.00</u> |
| 23. | 100 EA | Removal of any raised pavement markers | PER EA | <u>\$ 0.62</u> | <u>\$ 62.00</u> |
| 24. | 600 EA | "STOP" and Any Length Limit Bar | PER EA | <u>\$ 48.47</u> | <u>\$ 29082.00</u> |
| 25. | 30,000 LF | International Crosswalk | PER LF | <u>\$ 1.16</u> | <u>\$ 34800.00</u> |

| Item | Estimated Quantity | Bid Item | Unit Measure | Unit Price | Est. Total |
|--------------------------------------|--------------------|---|--------------|----------------------|--------------------|
| | | Yellow 12" Crosswalk Walk with 24" yellow cross hatching | | <u>X</u> | <u>X</u> |
| 26. | 25 EA | 4" White Bike Lane Letters and White Bike Lane Arrow/Legend | PER EA | <u>\$ 25.00</u> | \$ <u>625.00</u> |
| 27. | 10 HR | Sweeper Rental (Transportation costs billed per hour) | PER HR | <u>\$ 162.00</u> | \$ <u>1620.00</u> |
| 28. | 1,500 EA | Replace Divots with Hot Melt Bituminous Material | PER EA | <u>\$ 0.60</u> | \$ <u>900.00</u> |
| 29. | 500 LF | 12' Thermoplastic Bar | PER LF | <u>\$ 1.70</u> | \$ <u>850.00</u> |
| 30. | 100 EA | Thermoplastic 8' Letter | PER EA | <u>\$ 23.61</u> | \$ <u>2361.00</u> |
| 31. | 25 EA | Thermoplastic Arrows | PER EA | <u>\$ 35.82</u> | \$ <u>895.50</u> |
| 32. | 5,000 LF | Thermoplastic 4" Broken Skip Line | PER LF | <u>\$ 0.22</u> | \$ <u>1,100.00</u> |
| 33. | 5,000 LF | Thermoplastic 4" Solid Line | PER LF | <u>\$ 0.25</u> | \$ <u>1250.00</u> |
| 34. | 100 EA | Thermoplastic Bike Lane Legend/ Symbol | PER EA | <u>\$ 61.65</u> | \$ <u>6165.00</u> |
| 35. | 25,000 LF | Layout | PER LF | <u>\$ 0.08</u> | \$ <u>2000.00</u> |
| TOTAL STRIPING ESTIMATED COST | | | | <u>\$ 220,414.50</u> | |

STREET SIGN INSTALLATION

This work is deemed optional.
The City may or may not assign
work under this section.

| | | | | | |
|----|--------|--|--------|----|-----------------------------------|
| 1. | 300 EA | Remove, Replace and Install Road Signs on existing post/pole (<u>Sign provided by the City</u> ; labor, tools and related to be supplied by the Contractor) | PER EA | \$ | |
| | | | | | <u>\$ 20.00</u> <u>6000.00</u> |
| 2. | 300 EA | Replace and Install Road Signs on existing post/pole (Sign, labor, tools, etc. to be supplied by the Contractor) | PER EA | \$ | |
| | | | | | <u>\$ 78.00</u> <u>23400.00</u> |
| 3. | 200 EA | Install Road Signs with Anchored Pole (<u>Sign provided by City</u> ; sign post/anchor, labor, tools and related to be supplied by the Contractor) | PER EA | \$ | |
| | | | | | <u>\$ 115.00</u> <u>23000.00</u> |
| 4. | 300 EA | Install Road Signs and Anchored Pole (post, anchor, sign, labor, tools and related to be supplied by the Contractor) | PER EA | \$ | |
| | | | | | <u>\$ 200.58</u> <u>60174.00</u> |
| 5. | 75 EA | Sign and Post Removal | PER EA | \$ | |
| | | | | | <u>\$ 45.00</u> <u>\$ 3375.00</u> |
| 6. | 75 EA | Replacement of damaged post/anchor, including sign installation | PER EA | \$ | |
| | | | | | <u>\$ 155.39</u> <u>11653.88</u> |

7. 50 EA Remove, Replace and Install a Set of Street Name Signs on existing post (City to supply signs; labor, tools, hardware and related to be supplied by the Contractor) PER EA

 X
 X
 \$

\$ 75.00 \$ 3750.00

TOTAL SIGNAGE ESTIMATED COST

\$ 131,352.88

SUMMARY OF COSTS

TOTAL STRIPING ESTIMATED COST FIRST YEAR

\$ 220,414.50

TOTAL SIGNAGE ESTIMATED COST FIRST YEAR) *OPTIONAL at the sole discretion of the City*

\$ 131,352.88

TOTAL ESTIMATED FIRST YEAR COST FOR STRIPING AND SIGNAGE

\$ 351,767.38

Three hundred fifty one thousand seven hundred sixty seven and thirty eight cents
 (Amount written in words) Note: In case of discrepancy between the words and figures above, the words prevail.

Note: The above proposed prices include all applicable taxes for the pricing proposed in this submittal. Contractor must be able to provide all services requested. PARTIAL PRICING WILL NOT BE ACCEPTED! ALL LINES ON THIS BID FORM MUST BE COMPLETED OR THE CITY RESERVES THE RIGHT TO DEEM YOUR BID AS NON-RESPONSIVE!

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any

manner sought, by collusion, to secure for himself an advantage over any other bidder.

(d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

| Amendment No. | Date |
|---------------|-------------------------|
| <u>1</u> | <u>December 3, 2015</u> |
| _____ | _____ |
| _____ | _____ |

(e) undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Check below where appropriate:

- Partnership: That _____ are partners, doing
(Names of all Partners)
business under the firm name of _____ and that
the co-partnership makes the accompanying proposal.
- Corporation: That Douglas Patterson Orange County Striping
President of Service Inc. makes
(President or Secretary) (Name of Corporation)
the accompanying proposal.
- Individual: That _____ is the bidder and makes the
(Name of Individual)
accompanying proposal.

Date: December 7, 2015

Orange County Striping Service Inc.
Company Name

183 N Pixley
Address


Orange CA 92868
City - State - Zip

714-639-4550
Telephone

346095
CA Contractors Lic. No.

1000005547
DIR Registration No.

Orange County Striping Service Inc.
Bidder's Name (Please Print)


Authorized Signature