

CONSULTANT AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2021, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Orange County Striping Service, Inc., a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _____
2. CITY desires to utilize the services of CONSULTANT to Furnish all Labor, Material, and Equipment for Street Striping, Curb Painting and Signage Services on an as-needed basis for the City of Garden Grove.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until (1) one year thereafter, with option to extend agreement in one (1) year increments, for a total performance period of five (5) years unless otherwise terminated per Section 3.5
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as Exhibit "A" and incorporated herein by reference and all the requirements specified in the City's request for proposal attached hereto as Exhibit "B". CONSULTANT agrees that its provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** Compensation under this Agreement shall be per fee schedule included in the Proposal.
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed \$196,000 per year.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required.
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the project, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. Contractor's Employee Compensation.

- 4.1 General Prevailing Rate. 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 Sucontractors 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." CONTRACTOR shall be responsible for compliance with the most recent Federal Wage Requirements and may reference <http://www.wdol.gov/dba.aspx#0>.
- 4.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit fifty dollars (\$50.00) 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.
- 4.3 Travel and Subsistence Pay. Section 1773.8 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this Contract and CONTRACTOR shall comply therewith.

- 4.4 **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 if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more for five (5) working days or more.
- 4.5 **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 (4.14.2) 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 nay 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.
- 4.6 **Records 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. All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent have authority over such matters. 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 the provisions of Labor Code Section 1776, in general.

5. **Insurance Requirements**

- 5.1 **Commencement of Work** CONSULTANT 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.

5.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

5.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- a) Commercial general liability in the amount of \$2,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
- b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c) Professional liability in the amount of \$1,000,000 per occurrence; 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. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT 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 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof

of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to 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 be excess of the CONSULTANT's insurance and shall not contribute with it.

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

6. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
7. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
8. **Independent Contractor.** It is understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.
9. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all

contractors and subcontractors performing any of the work pursuant to this Agreement, if any, to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

10. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
11. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

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

(b) Address of CITY is as follows (with a copy to):

Engineering:	City Attorney
City of Garden Grove	City of Garden Grove
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92840	Garden Grove, CA 92840

14. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

15. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
16. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
17. **Time of Essence.** Time is of the essence in the performance of this Agreement.
18. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
19. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
20. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

21. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
22. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
24. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
25. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: _____ , 2021

By: _____
City Manager

ATTEST

**"CONTRACTOR"
Orange County Striping Service, Inc.**

City Clerk

By: _____
Title: _____

Dated: _____ , 2021

Dated: _____ , 2021

APPROVED AS TO FORM:



Garden Grove City Attorney

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

Dated: 5-4 _____ , 2021


EXHIBIT "A"

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
PO BOX 3070
GARDEN GROVE CA 92842

We acknowledge that the prices set forth in the Request for Proposal for On-Call Street Striping and Sign Installation for the City of Garden Grove will remain valid for a minimum of 6 months.


KIM PATTERSON - PRESIDENT


DATE

ATTACHMENT "C"

COST PROPOSAL FORM

**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**

Item	*Item Description	Unit Measure	Unit Price
1.	4" Broken Lane Line	PER LF	\$.06
2.	4" Solid Lane Line	PER LF	\$.13
3.	4" Double Solid Line with 3" Solid Black Line	PER LF	\$.20
4.	4" Solid Lane Line with 3" Solid Black Line with 4" Broken Lane Line (Continuous left-turn pocket)	PER LF	\$.15
5.	8" Solid White Line	PER LF	\$.17
6.	8" Skip White Line	PER LF	\$.07
7.	6" Solid White Line	PER LF	\$.15
8.	6" Skip Lane Line	PER LF	\$.10
9.	6" Skip White Line	PER LF	\$.10
10.	6" Double Yellow Line	PER LF	\$.26
11.	6" Solid Lane Line	PER LF	\$.15
12.	12" Crosswalk & Limit Bar Lines	PER SF	\$ 1.01
13.	3-foot Yield Line (shark teeth)	PER SF	\$ 1.01
14.	R X R Marking	PER EA	\$ 62.40
15.	Arrow Legend (Type I/IV/VII/VIII)	PER SF	\$ 2.00
16.	8' Letter Legend	PER SF	\$ 1.68
17.	12"-18" Letter Legend	PER EA	\$ 1.15

*Assume paint, unless otherwise noted

Item	*Item Description	Unit Measure	Unit Price
18.	Curb Painting (Red, Green, Yellow, White, Blue or Grey)	PER LF	\$.95
19.	Parking "T"	PER EA	\$ 8.00
20.	4" Parking Lot Line with Layout	PER LF	\$.80
21.	4" Parking Lot Line With No Layout	PER LF	\$.65
22.	Paint Blackout	PER SF	\$.25
23.	International Symbol of Accessibility (ISA) Marking	PER EA	\$ 50.00
24.	Yellow or White Non-reflective Pavement Marker - Ceramic	PER EA	\$ 5.00
25.	Yellow or White Reflectorized markers	PER EA	\$ 6.00
26.	Blue Reflectorized Hydrant Pavement Markers	PER EA	\$ 15.00
27.	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. Contractor shall be responsible for cleanup.	PER SF	\$ 3.50
28.	Miscellaneous Sandblasting for Paint Removal. Contractor shall be responsible for cleanup.	PER HR	\$ 545.00
29.	Removal of any raised pavement markers	PER EA	\$ 1.05
30.	"BIKE LANE" w/ arrow legend	PER EA	\$ 47.04
31.	Bike Symbol w/ Arrow Legend	PER EA	\$ 45.45
32.	Shared Lane Marking Legend	PER EA	\$ 38.00
33.	Replace Divots with Hot Melt Bituminous Material	PER EA	\$ 1.25
34.	12" Thermoplastic Bar	PER LF	\$ 2.00
35.	Thermoplastic 4" Broken Lane Line	PER LF	\$.33

*Assume paint, unless otherwise noted

Item	*Item Description	Unit Measure	Unit Price
36.	Thermoplastic 4" Solid Lane Line	PER LF	\$.58
37.	Thermoplastic 4" Double Solid Line with 3" Solid Black Line	PER LF	\$ 1.07
38.	Thermoplastic 4" Solid Lane Line with 3" Solid Black Line with 4" Broken Lane Line (Continuous left-turn pocket)	PER LF	\$.79
39.	Thermoplastic 8" Solid White Line	PER LF	\$ 1.05
40.	Thermoplastic 8" Skip White Line	PER LF	\$.37
41.	Thermoplastic 6" Solid White Line	PER LF	\$.76
42.	Thermoplastic 6" Skip Lane Line	PER LF	\$.32
43.	Thermoplastic 6" Skip White Line	PER LF	\$.39
44.	Thermoplastic 6" Double Yellow Line	PER LF	\$ 1.44
45.	Thermoplastic 6" Solid Lane Line	PER LF	\$.84
46.	Thermoplastic 12" Crosswalk & Limit Bar Lines	PER SF	\$ 2.00
47.	Thermoplastic 3-foot Yield Line (shark teeth)	PER SF	\$ 2.00
48.	Thermoplastic R X R Marking	PER EA	\$ 213.06
49.	Thermoplastic Arrow Legend	PER SF	\$ 2.92
50.	Thermoplastic 8' Letter Legend	PER SF	\$ 3.78
51.	Thermoplastic "BIKE LANE" w/ arrow legend	PER EA	\$ 87.60
52.	Thermoplastic Bike Symbol w/ Arrow Legend	PER EA	\$ 65.75
53.	Thermoplastic Shared Lane Marking Legend	PER EA	\$ 66.85
54.	Layout	PER LF	\$.10
55.	Weeding	PER HR	\$ 180.00

*Assume paint, unless otherwise noted

STREET SIGN INSTALLATION

Item	**Item Description	Unit Measure	Unit Price
1.	Remove or Install Road Signs on existing unistrut post (Sign provided by the City; labor, tools and related to be supplied by the Contractor)	PER EA	\$ 24.00
2.	Remove or replace Road Signs on existing round post/pole or light standard (Sign provided by the City; labor, tools and related to be supplied by the Contractor)	PER EA	\$ 38.25
3.	Core drilling sidewalk for sign post	PER EA	\$ 50.00
4.	Furnish and install 10' unistrut post, sleeve and anchor (Sign provided by City; sign post/anchor/sleeve, labor, tools and related to be supplied by the Contractor)	PER EA	\$ 108.70
5.	Furnish and install 12' unistrut post, sleeve and anchor (Sign provided by City; sign post/anchor/sleeve, labor, tools and related to be supplied by the Contractor)	PER EA	\$ 120.68
6.	Furnish and install 14' unistrut post, sleeve and anchor (Sign provided by City; sign post/anchor/sleeve, labor, tools and related to be supplied by the Contractor)	PER EA	\$ 138.13
7.	Sign, post, anchor and sleeve removal through sidewalk	PER EA	\$ 60.00
8.	Sign, post, anchor and sleeve removal through soil	PER EA	\$ 45.00
9.	Remove or 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	\$ 45.00

**Unistrut post installation is assumed to be on soil, otherwise add line Item 3

Item	**Item Description	Unit Measure	Unit Price
10.	Remove or Install a Set of Street Name Signs on existing light standard (City to supply signs; labor, tools, hardware and related to be supplied by the Contractor)	PER EA	\$ 75.00
11.	Remove or Install a Set of Street Name Signs on existing light standard (Double sided signs, labor, tools, hardware and related to be supplied by the Contractor)	PER EA	\$ 393.88
12.	Remove or Install a Set of Street Name Signs on existing post (Double sided signs, labor, tools, hardware and related to be supplied by the Contractor)	PER EA	\$ 356.00
13.	Relocate existing sign post to new location (labor tools, hardware and related to be supplied by the Contractor)	PER EA	\$ 90.00
14.	Furnish and Install Metal Beam Guardrail (all material, hardware, labor tools and related to be supplied by the Contractor)	PER LF	\$ 75.00
15.	Furnish and Install Type Q (CA) object marker, epoxy glue down version and shall be a vertical tubular marker with a height of 18-inches and minimum cross-sectional dimension of 2.25 inches. Yellow retroreflective material shall consist of three (3) bands, each 3-inch in height and spaced 0.75-inches at the top and between bands	PER EA	\$ 78.35
16.	Paint Median nose, curb face and top with highly reflective premixed white traffic paint with glass beads and install yellow reflective pavement markers on top surface of median curb nose 2-foot center-center spacing (minimum 5 markers)	PER EA	\$ 50.00
17.	Furnish 12" x 18" sign	PER EA	\$ 23.23
18.	Furnish 12" x 24" sign	PER EA	\$ 30.98
19.	Furnish 18" x 24" sign	PER EA	\$ 46.47

**Unistrut post installation is assumed to be on soil, otherwise add line Item 3

Item	**Item Description	Unit Measure	Unit Price
20.	Furnish 24" x 18" sign	PER EA	\$ 46.47
21.	Furnish 24" x 24" sign	PER EA	\$ 61.96
22.	Furnish 24" x 30" sign	PER EA	\$ 77.44
23.	Furnish 24" x 48" sign	PER EA	\$ 123.91
24.	Furnish 30" x 12" sign	PER EA	\$ 38.72
25.	Furnish 30" x 18" sign	PER EA	\$ 58.09
26.	Furnish 30" x 24" sign	PER EA	\$ 77.44
27.	Furnish 30" x 30" sign	PER EA	\$ 96.82
28.	Furnish 30" x 36" sign	PER EA	\$ 116.17
29.	Furnish 30" x 42" sign	PER EA	\$ 135.54
30.	Furnish 36" x 18" sign	PER EA	\$ 69.70
31.	Furnish 36" x 30" sign	PER EA	\$ 116.17
32.	Furnish 36" x 36" sign	PER EA	\$ 139.40
33.	Furnish 36" x 48" sign	PER EA	\$ 185.87
34.	Furnish 36" x 72" sign	PER EA	\$ 278.81
35.	Furnish 48" x 48" sign	PER EA	\$ 247.83
36.	Furnish 48" x 60" sign	PER EA	\$ 309.79

**Unistrut post installation is assumed to be on soil, otherwise add line Item 3

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

COMPANY OWNERSHIP DESCRIPTION

PRESIDENT – KIM PATTERSON

VICE PRESIDENT – ROBERT PATTERSON

SECRETARY – RON WILCOX

Kim Patterson
KIM PATTERSON – PRESIDENT

April 15, 2021
DATE



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **346095**

Entity **CORP**

Business Name **ORANGE COUNTY STRIPING
SERVICE INC**

Classification(s) **C32 C31**

Expiration Date **03/31/2023**

www.cslb.ca.gov





CA Contractor's License #346095

183 N. PIXLEY STREET • ORANGE • CALIFORNIA 92868 • PHONE (714) 639-4550 • FAX (714) 639-6353 or 639-2608

QUALITY COMMITMENT

For the past 50 years, Orange County Stripping Service, Inc., under the same ownership, has progressed forward and taken great pride in imparting a quality service at a fair price. Over these years O.C.S.S. has often been referred to as "setting the bar" in the industry. We have been constantly committed to not only stay current and up to date with the latest technology in the industry, but at many times been the front runner and innovator. Most of our employees, both field and office, have been with O.C.S.S. for over 30 years which defines the united commitment of a relationship between ownership, management, and field expertise.

On-Time Delivery, Timely Response, Quality of Product and Service, Quality Control, and of course, Customer Satisfaction are all fundamentals that are the absolute backbone and foundation by which O.C.S.S. has built its stature and reputation. It is our daily goal to build relationships with our customers, not simply to, "just find work", in a cut-throat era within a heavily saturated industry. O.C.S.S. believes that relationships are the imperative infrastructure of a successful business. As Operations Manager, I have had the opportunity to build the confidence and trust of our numerous cities' maintenance contract personnel. I have a constant open communication with these individuals and have greatly enhanced the productivity rate and quality control over recent years.

On a consistent basis over the last decade, the cities of Newport Beach, Santa Ana, Anaheim, Manhattan Beach, Garden Grove as well as many others have put their trust in O.C.S.S. and built such relationships based on these practices.

O.C.S.S. looks forward to continuing this relationship with the City of Garden Grove.

Respectfully,

Ron Wilcox – Secretary, General Manager, Estimator



CA Contractor's License #846095

188 N. PIXLEY STREET • ORANGE • CALIFORNIA 92868 • PHONE (714) 639-4550 • FAX (714) 639-6353 or 639-2608

Scopes and Descriptions of Work

In most cases and with most cities, the city employee that is put in charge of coordinating the various tasks for the striping company will contact me directly via phone call or email. I have followed the habit of preferring all instruction be via email. This has proven time and again to be of great benefit as it eliminates the "HE SAID, SHE SAID" scenario. The city representative will issue the order or groups of orders and I will proceed to categorize them into separate crew types. Striping & Markers, Markings, Signs, Curb Markings, and Removals. From there the individual orders are put in a Work Order form that is clarified for instruction to my field employee's. Materials are verified and ordered if necessary, and then the work orders are put on to the schedule, based on individual task criteria and availability, lead-time for materials, as well as urgency, which is usually deemed by the city employee. The following is a break-down for each of our individual scopes and crew involvements.

1. Road Striping, which is the installation or re-striping of existing lining is always a 3-man crew for us as our striping trucks are a 2-man operation. The 3rd man is utilized for putting traffic cones on the striping to delineate the vehicles on the road from the wet lines, while they set up or dry. The driver, usually the Lead-Man, drives the truck and keeps it on the line by following a pointer that hydraulically drops down or is lifted up in front of the cab. The Operator sits on top of the truck bed along with all the paint tanks, bead tanks (PLEASE REFER TO THE PAVEMENT MARKINGS PORTION FOR THE DESCRIPTION OF "BEADS"), compressor, hydraulic motors and paint pumps. The operator overlooks the carriage that holds all the striping guns and bead guns.

The carriage moves in and out from the side of the truck and is controlled by the operator with an actual steering wheel. The operator also controls the switches that control all the guns. For the most-part, the entire operation is manual although the timing of the paint installation can be automatically triggered to ensure the appropriate line and gap length are installed. The speed at which the driver maintains, determines the thickness of paint applied which is 15 mils. The paint is sprayed by airless pumps which un-like the old atomization process produces a crisp and sharp line.

2. Pavement Marker installation is a process by which the same 3-man crew glues down the Reflective Pavement Markers by using a hot melted bituminous material much like tar. The bituminous is drawn from a tank that is heated by a furnace on the bottom of the tank. The material is heated to a temperature of 350 degrees and becomes hard when it cools within seconds. The cart is moved to each location the marker is to be installed. The cart operator opens the valve and drops the hot bituminous material onto the ground surface, in roughly a 4" diameter. The other man puts the marker on top of the hot bituminous and pushes it down into the material to seal off all edges with bituminous. It is very important to seal all the edges of the marker as they are filled on the bottom with a compound that breaks down if introduced to moisture over a repeated period of time. The third man keeps watch over traffic and manipulates the Traffic Control.
3. Pavement Markings, are defined as the legends on the road such as "STOP", "SIGNAL AHEAD", "ARROWS", "BIKE LANE", etc. Pavement Markings also include 12" solid longitudinal lines such as "CROSSWALKS", "LIMIT BARS", and "CHEVRONS" or "DIAGONAL HASH LINES". Our Pavement Markings crew consists of a 2-man crew in most cases but sometimes 1 man and sometime 3 men depending on the traffic situation or need. Pavement Markings are painted using a letter or number stencil or group of stencils to spell out a word. The stencils are laid down over the existing letters or lined up accordingly in new work situations. The sprayer, usually the Lead-Man sprays the paint over the stencil in a very precise method while the other crew man throws reflective media known as beads, on top of the paint.

Beads are very small glass spheres that when applied to wet paint, wick the paint up around them, exposing only the top of the bead. The light from a vehicle's headlights or the ambient light around the area is picked up through the un-painted portion of the bead and reflected back out the top, reflecting the paint that surrounds and seals it on the ground, therefore making it visible at night. Were it not for "BEADS", paint on the ground at night would be as invisible as a person dressed in dark clothing, at night. After the paint & beads are applied, the crew picks up the stencils and loads them back onto the truck, leaving behind the freshly painted area, delineated off with Traffic Cones to be picked up at a later time when the paint is dry. The crew then proceeds to the next location and starts the process over again.

4. Our Sign Crew consists of 2-men or 1-man, depending on the need. The Sign Man drives to each location with a Sign Truck that is stocked with all the various types of hardware, posts, and tooling that is needed to install and remove the signing task. Each location can be very different or the same, depending on the order. The sign man locates the defined location for the order and for example the installation of a new sign and post w/ anchor and sleeve, acquires the machinery from the truck and drives the anchor into the ground. The post is installed inside the anchor assembly and the sign is installed at the top or in the correct height, of the post. Most all our sign work is installed on Telspar / Unistrut post and is connected with steel rivets. Where there are existing conditions, the old signs are removed, and new signs are re-installed. Where there is an existing Light Standard or pole to be utilized, the signs are installed on brackets that are banded onto the pole using a stainless steel band strip. Much of the work performed by the sign crew is done on a ladder or from the top racks or platforms mounted on the Sign Truck. We do not typically do any work above 16' which would require a Bucket-Truck which enters the Electrical Contractor scope.
5. Curb Markings can be either a one or two-man crew. Our curb marking truck, also used as our Parking-Lot Striping Truck, carries many different airless machines, paints and stencils. The curb marking Lead-Man travels from location to location installing or re-painting the curb areas

designated. The paints used are different than those used on the road surface as most all curbs are concrete, and vertical. In areas where existing cars may be present or actually in the immediate area where the curb is to be painted, our men will roll the paint on instead of spraying with a high pressure airless machine to avoid any contact with the vehicle. Reflective beads are not used for curb markings as they are not necessary and can be very distracting when hi-lighted to the vehicular traffic. In the event of shrubbery or the presents of weeds, our men will weed whack the existing area & sweep clean prior to painting.

6. Our Removals Crews are some of the best in the industry, as stated by many Inspectors, Engineers, and Public Works Superintendent's from many different entities. We use the term Micro-Grinding as we don't just go in and grind away the existing conflicting which can very quickly damage and alter the surface of the road, not to mention begin or further the decomposition process. We utilize walk-behind grinders that are designed to remove a marginal amount at a time to ensure that we only remove as much as we want to with each pass. Sandblasters are readily becoming a thing of the past as more and more cities are adopting the grinding method although, few striping companies seem to produce the results that we do. We have been using these types of grinders for as long as I have been here and that is more than 35 years.
7. Thermoplastic Striping and Markings are performed by handcart much like the bituminous cart as the thermoplastic is a hot-melt material that is applied at around 400 degrees. The material is applied through what is called a shoe which rides on the ground. There are different shoes that are used, as they determine the width of the line. As different lines or markings are installed, the corresponding shoe has to be installed and heated up prior to installation. There is an adjustment at the bottom of the shoe which determines the thickness of the thermoplastic line. Beads are dropped on to the molten thermoplastic a couple of inches behind the shoe and adhere to the top surface of the thermoplastic the same way as the paint. Thermoplastic cures within 30 to 45 seconds depending on the ambient temperature of the asphalt or concrete. When thermoplastic is applied to less than new asphalt or always on

concrete, a primer is used to ensure the bond between the surface & the thermoplastic.

8. Traffic Control is a major part of all our operations. The art of moving traffic around the areas we are working in both safely and effortlessly to ensure the utmost safety to all vehicles or pedestrians around us as well as ourselves, is of our highest priority. We have always had a great reputation for safety and prudence while working on the streets no matter what city we are working in. Our over 40 plus years of impeccable service speaks for itself.

Respectfully,

Ron Wilcox

Operations Manager

Orange County Striping Service

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a loop and a vertical line extending downwards.



CA Contractor's License #346095

183 N. PIXLEY STREET • ORANGE • CALIFORNIA 92868 • PHONE (714) 639-4550 • FAX (714) 639-6353 or 639-2608

PROJECT APPROACH / METHODOLOGY

Orange County Stripping Service Inc. possesses the newest technology and state of the art equipment. Our personnel are trained Union representatives with the utmost professionalism.

Ron Wilcox will be your point of contact for any scheduling. Please provide at least 24 hours' and in most cases, he can have a crew out on your project by the following day.

Orange County Stripping Service prides itself in the ability to be easily accessible for contact and availability.

LIST OF EQUIPMENT

- 2 - PAINT ROAD LINER
- 2 - PAINT STENCIL TRUCK
- 4 - THERMOPLASTIC HAND-CART APPLICATOR
- 1 - THERMOPLASTIC LEGEND TRUCK
- 1 - SIGN TRUCK
- 2 - BITUMIOUS MARKER APPLICATOR
- 5 - AIRLESS HAND MACHINE
- 1 - SCHEBICI POLYPLANER STRIPING AND MARKING REMOVER
- 1 - SANDBLASTING TRUCK
- 5 - MICRO-GRIND HAND MACHINES
- 2 - FLATBED TRUCK
- 1 - PARKING-LOT / CURB MARKING TRUCK

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

EXPERIENCE REFERENCES

AGENCY: CITY OF BREA
PROJECT DESCRIPTION: CITY RE-STRIPE CONTRACT
APPROXIMATE CONSTRUCTION DATES: 5/1/2019-2/28/2022
CONTACT PERSON: WILL WENZ
TELEPHONE: 714-990-7695

AGENCY: CITY OF SAN JAUN CAPISTRANO
PROJECT DESCRIPTION: STREET PAVEMENT MARKINGS
APPROXIMATE CONSTRUCTION DATES: 6/1/2019-6/30/2022
CONTACT PERSON: ROD HAMILTON
TELEPHONE: 949-943-8095

AGENCY: CITY OF LAGUNA BEACH
PROJECT DESCRIPTION: CITY STRIPING & CURB PAINTING
APPROXIMATE CONSTRUCTION DATES: 7/1/2017-9/30/2020
CONTACT PERSON: TODD HENRY
TELEPHONE: 949-497-0349

AGENCY: CITY OF SANTA ANA
PROJECT DESCRIPTION: ROADWAY MARKINGS & STRIPING
APPROXIMATE CONSTRUCTION DATES: 8/1/2018-7/31/2021
CONTACT PERSON: KIM MCPECK
TELEPHONE: 714-647-5462

AGENCY: MCE CORPORATION
PROJECT DESCRIPTION: CTYWIDE RE-STRIPE
APPROXIMATE CONSTRUCTION DATES: 7/1/2019-6/30/2021
CONTACT PERSON: STEVE LOWEREE
TELEPHONE: 925-452-2716

Orange County Striping Service, Inc.
183 N. Pixley Street
Orange, CA 92868-2204
TEL: 714-639-4550 FAX: 714-639-6353

Please see the attached resumes of key personnel that will be working for the City of Garden Grove on the Striping and Sign Installation project. As you will see from the attached resumes most of our staff has been with us for years. Our manager, Ron Wilcox, has been with Orange County Striping for 28 years. Our lead sign installer, Chris Morrow, has been the company for 37 years. Our lead foreman, Todd Goerlinger has been with company for 26 years. Years of experience and expertise from our dedicated employees is what make Orange County Striping so successful on our projects.

Ron Wilcox

183 N. Pixley St. Orange, CA 92868 / C: 562-713-0904 / ron@ocstriping.com

SUMMARY

Accomplished General Manager skilled in achieving operational efficiency and increasing job profitability. Business process improvement, data analysis, and asset management expert. Employs root cause analysis to identify job loss issues and develop process improvements that lead to cost savings. Exceptional coordinating and implementation capabilities.

HIGHLIGHTS

- **Business process improvements**
- **Forecasting and planning**
- **23 years of field experience**
- **Project management**
- **Budgeting**

Experience

11/2015 to Present

Project Manager

Orange County Striping Service, Inc. Orange, CA

- **Coordinate and manage construction projects large and small**
- **Maintain constant communication with all Prime contractors, General contractors and Sub contractors**
- **Maintain hour goals set forth to minimize job loss and increase job profits**
- **Identify job related hazards and implement new and improved processes and policies**
- **Recruit / hire personnel to assist in job related tasks**

04/1993 to 11/2015

Field Representative / Laborer

- **Group 3 Journeyman skilled in all aspects of Highway / Roadway Striping projects**
- **Thermoplastic striping and removal specialist**
- **Roadway Sign installation / removal**
- **Highway / Roadway markings and legend installation**
- **Cat-track / Layout specialist**

Chris Morrow

13471 Anawood Way Westminster, CA 92683 / C: 714-747-3415

HIGHLIGHTS:

- **Expert in sign installation and guardrail install.**
- **Great customer service and communication.**
- **Extremely knowledgeable at reading plans and leading a team.**

EXPERIENCE:

- 02/01/1984 to Present Field Representative / Laborer
Orange County Striping Service, Inc. Orange, CA**
- **Sign Installation.**
 - **Guardrail Installation.**
 - **Wood Barricades.**
 - **Curbs, Stencils and Removals.**
 - **Traffic Control.**
 - **Stencils**

PREVIOUS EMPLOYMENT:

- **City of Huntington Beach in 1982.**

Todd Goerlinger

4925 East Leeds Avenue Orange, CA 92867 / C: 714-925-3795

Email: tgthirteen@icloud.com

HIGHLIGHTS:

- **Communication with my team.**
- **Productivity and quality of work.**
- **Willingness to go beyond and do more than required.**
- **Strong work ethic.**
- **Customers and fellow employees can always count on me.**

EXPERIENCE:

07/19/1995 to Present

Field Representative / Laborer

Orange County Striping Service, Inc. Orange, CA

- **Foreman for both large and small projects.**
- **Removals.**
- **Sign Installation.**
- **All striping – paint, thermo, parking lots and MMA.**
- **Lay-out on projects.**
- **Stencils**

Nathan Vick

203 Portland Avenue Huntington Beach, CA 92648 / C: 951-489-9054

Email: nathanvick_92@yahoo.com

HIGHLIGHTS:

- Complete capability to setup safe traffic control aligned with standards and guidance of the CA-MUTCD handbook.
- Superb communication skills and ability to de-escalate tensions with impatient citizens in controlled work zones.
- Knowledge and expertise finding conflicting measurements with Civil Engineer plans and preparedness to find a solution on the job.
- Personal range of skill sets that permit me to restripe current and fading markings without having a mirror illusion.
- Mathematical abilities allowing quick and easy layout ready for inspection approval.

EXPERIENCE:

10/15/2013 to Present

Field Representative / Laborer

Orange County Striping Service, Inc. Orange, CA

- Vehicle and equipment check to ensure complete safety and job completion capability.
- Training new employees under the established OCSS work culture that quality of work comes first.
- Installing detailed striping according to Caltrans specifications.
- Removing striping that is conflicting as specified by Civil Engineering plans.
- Performing maintenance to cities road striping that has progressively deteriorated.
- Eliminate, position or relocate city signs.
- Paint parking lots in accordance with ADA compliance and no parking red curb zones.
- Accurately log paperwork for OCCSS to properly do internal office duties.

Emilio Robles

13629 Lemoli Avenue Hawthorne, CA 90250 / C: 909-241-5067

Email: emiliorobles644@yahoo.com

HIGHLIGHTS:

- **Stencil Crew Foreman**
- **Removal Crew Foreman**
- **Schibeci Operator**
- **Sandblasting Rig Operator**

EXPERIENCE:

- 03/12/2007 to Present Field Representative / Laborer**
Orange County Striping Service, Inc. Orange, CA
- **Prepping my crew for the day.**
 - **Overseeing the safety of my field crew.**
 - **Keeping the work area clean and organized.**
 - **Filling out work reports.**
 - **Onsite contact for our customers.**

PREVIOUS EMPLOYMENT:

- **Western Sandblasting for 9 years.**
- **Abrasive blasting for 6 months.**
- **Tri County Sandblasting for 2 months.**

Jose Mendoza

22708 Via Castilla Lake Forest CA, CA 92630 / C: 714-316-3602

Email: Jmanuelmendoza75@gmail.com

HIGHLIGHTS:

- **Efficiency and productivity on the job site.**
- **Following safety procedures.**
- **Working well with my co-workers.**
- **Highly organized.**

EXPERIENCE:

**05/01/2017 to Present Field Representative / Laborer
Orange County Striping Service, Inc. Orange, CA**

- **Installing Guardrail**
- **Installing Markers**
- **Installing Signs**
- **Traffic Control**
- **Painting Curbs**
- **Painting Stencils**

PREVIOUS EMPLOYMENT:

- **BC Traffic 10/2014-03/2017**
- **Clean Rooms West 02/2008-08/2014**
- **Traffic Operations 03/2005-02-2008**

Brittany Patterson
19961 Daniel Lane
Orange CA 92869
(714) 814-2066
Email:estimating@ocstriping.com

WORK EXPERIENCE:

**May 2010-Present Orange County Striping Services Incorporated
Collections & Billing Manager**

- Work closely with subcontractors to collect monthly progress billings.
- Prepare preliminary notices and lien waivers.
- File Stop Notices, Claims and Liens when necessary.
- Contract Administrator.
- Preparing and adjusting billing invoices.
- Estimating Assistant.
- Assist in phone reception.

EDUCATION:

**Completed 124 of 180 credits toward BS in Hospitality Management,
California State Polytechnic University 2003-2005.**

AA Degree, Rancho Santiago Community College 2003

**SKILLS & CERTIFICATIONS: Quickbooks, Microsoft Word,
Microsoft Excel, Microsoft Outlook and Certified Notary.**

EXHIBIT "B"



CITY OF GARDEN GROVE

March 25, 2021

Orange County Striping Service, Inc.
183 North Pixley
Orange, CA 92868

Steven R. Jones
Mayor

Stephanie Klopfenstein
Mayor Pro Tem - District 5

George S. Brietigam
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Kim Bernice Nguyen
Council Member - District 6

SUBJECT: REQUEST FOR PROPOSAL FOR ON-CALL STREET STRIPING AND SIGN INSTALLATION FOR THE CITY OF GARDEN GROVE

Dear Orange County Striping,

The City of Garden Grove is seeking to establish a contract with a firm to provide signing and striping services with a varying workload on an on-call basis.

Description

The signing and striping firm shall provide a qualified individual(s) to perform signing and striping services as outlined in the Scope of Services below.

The workload varies over time, so there may be periods where there is little or no work. Given the budget challenges that most governmental agencies are experiencing, the ideal consultant would be flexible to cover the changing workload and minimizing the impact to the City's budget.

It is anticipated that the contract will be established in the not to exceed amount of \$196,000 per year for 3 years and 2 additional 1 year options. A copy of the signing and striping Agreement and the various insurance endorsement forms that will be required of the successful signing and striping firm are attached for your consideration and review.

Scope of Services to be Provided

A. Specifications

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

1. 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

2. Standard Specifications for Public Works Construction (Greenbook)
3. Manual of Uniform Traffic Control Devices (MUTCD), as amended for use in California
4. County of Orange Standard Plans and Specifications
5. Garden Grove Standard Plans and Specifications

The signing and striping firm 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.

B. 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.

C. CONSTRUCTION DETAILS

1. 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.

2. 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.

Orange County Striping Service, Inc.
REQUEST FOR PROPOSAL FOR SIGNING AND STRIPING SERVICES
Page 4 of 12

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 curbing painting the Contractor shall take every effort to avoid getting paint on the sidewalk or in the gutter. All such removal for striping and curbing 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.

3. 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.

4. Application Rate and Requirements

Application: Paint and beads shall meet or exceed established industry guidelines as outlined in the Greenbook 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 Greenbook and other established practices.

Paint shall be applied in two (2) equal thicknesses totaling the minimum required wet film thickness indicated in the Greenbook 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.

5. 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.

Thermoplastic Paint: Thermoplastic material shall conform to State Specification PTH-025SPRAY, PTH-02HYDRO or PTH-02ALKYD as specified in the Special Provisions.

Glass beads conforming to 214-3 shall be added directly to the combined pigment, filler, and resin. Thermoplastic material shall contain at least 20 percent by weight of glass beads in the white and yellow paints and at least 12 percent titanium dioxide in the white.

Thermoplastic material shall be applied in a molten state by mechanical means. Prior to setting, an additional application of glass shall be mechanically applied to the surface of the molten thermoplastic material in conformance with 314-4.4.4. Thermoplastic material, when applied at a temperature range of 400°F to 425°F (200°C to 220°C) and a thickness of 90 to 125 mils (2300 to 3200µm) for traffic striping, shall set to bear traffic in 2 minutes or less when the atmospheric temperature is 50°F (10°C) or greater and not more than 10 minutes when the air atmospheric temperature is 90°F (32°C) or greater.

Orange County Striping Service, Inc.
REQUEST FOR PROPOSAL FOR SIGNING AND STRIPING SERVICES
Page 7 of 12

Thermoplastic material shall dry to "no traffic pick-up" in accordance with ASTM D711.

6. 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.

7. 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.

Orange County Striping Service, Inc.
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8. 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.

D. WORK OPERATIONS AND BILLING

1. 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.

2. 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.

3. 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).

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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.

4. 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.

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.

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E. SIGNS

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.

F. ADDITIONAL WORK

1. 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.
2. City may seek bids from outside companies if the price is deemed high or non-competitive.

Proposal Organization and Contents

The proposal may be organized in any manner the signing and striping firm wishes. Include the name and location of the designated project manager and an organization chart showing the names of the key personnel to be on assignment. The project manager, or his authorized representative, shall be available to the City throughout the duration of the contract.

To be considered responsive to this request, the following information shall be included in the proposal:

- Signing and striping firms understanding of the City's needs and approach to meeting those needs.
- Scope of Work listing tasks, descriptions, methods, techniques and exceptions.
- Description of how work will be performed
- Completed Cost Proposal Form (Attachment "C").
- Company ownership description
- Project organization and staffing with resumes and relevant experience including three recent references on similar assignments.
- References with current contact information

The proposal shall be signed by an individual authorized to bind the submitting firm and should include a statement indicating the proposal is valid for a minimum of 6 months. Full consideration will be given to each proposal received by the City in determining proposal acceptance.

Requirements

A sample copy of the City's standard consultant agreement, including insurance requirements, compliance issues, disclosure, notifications and other relevant material, are attached for your review and information.

Four copies of the proposal must be received by the City of Garden Grove, Public Works Department, no later than 4 PM on Thursday, April 15, 2021. Proposals may be delivered by courier or mail and addressed to the City of Garden Grove, Attention Dai Vu, City Traffic Engineer, 11222 Acacia Parkway, Garden Grove, CA 92842. No faxes or emails of proposals will be accepted.

