

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept.: City Manager
Subject: RECOMMENDATION TO AWARD
CONTRACT TO MANERI SIGN COMPANY,
INC FOR PHASE 1 STREET SIGN
REPLACEMENT, BID NO. S-1050

From: Keith G. Jones
Dept.: Public Works
Date: July 14, 2009

OBJECTIVE

To award contract to Maneri Sign Company, Inc. for Phase 1 Street Sign Replacement, Bid No. S-1050.

BACKGROUND

In 2004, the state of California adopted the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD is the federal manual that regulates the design, materials, and installation of all street signs. The guidelines adopted in 2004 call for all signs to be made with a high intensity reflective material to increase visibility during hours of darkness and inclement weather. The FHWA states that the compliance date for signs to meet retro reflectivity requirements is January 2015.

DISCUSSION

The objective of Phase 1 is to replace all of the street signs within the City, south of Trask Avenue. Phase 1 is the first of five phases designed to assure the replacement of all signs in Garden Grove before January 2015.

A majority of the street signs in our City have out-performed their designed service life of 10 to 15 years, and are overdue for replacement. The Street Sign Replacement Project will aid in bringing the City into compliance with current state and federal regulations, and will aid in reducing any potential liability for not using regulatory compliant street signs. The upgraded street signs will also benefit our Police Department and Fire Department when responding to emergency calls.

Specifications were prepared and sent to prospective bidders. A total of seven bids were received and opened on June 12, 2009 (Attachment 1). One bidder was considered non-responsive due to an incomplete bid miscalculations, and failure to acknowledge addendums. The attached contract (Attachment 2) is in compliance with the City's established purchasing guidelines.

RECOMMENDATION TO AWARD
CONTRACT TO MANERI SIGN COMPANY,
INC. FOR PHASE 1 STREET SIGN
REPLACEMENT, BID NO. S 1050
July 14, 2009
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The lowest qualified bidder is Maneri Sign Company Inc., with a total bid price of \$161,237. Additionally, since signs are displaced due to traffic collisions and theft, the installation quantities provided in the contract are estimates, a 10% contingency of \$16,100, has been added to the awarded amount. The total awarded bid amount is \$177,337, which is within the project budget. The expected date for completion of this project is November 4, 2009.

FINANCIAL IMPACT

Funding in the amount of \$177,337 for Phase 1 of project is within the Public Works Department budget.

COMMUNITY VISION IMPLEMENTATION

This project helps to create a safe and well-maintained community through the replacement of old and faded signs with high intensity signs, thus increasing visibility and general overall aesthetics.

RECOMMENDATION

It is recommended that the City Council:

- Award the contract to the lowest qualified bidder, Maneri Sign Company, Inc., for Phase 1 Street Sign Replacement services in an amount not to exceed \$177,337.
- Authorize the City Manager and City Clerk to execute the agreement on behalf of the City.


KEITH G. JONES
Public Works Director


By: A. J. Holman III
Streets and Environmental Manger

Recommended for Approval


Matthew Ferial
City Manager

Attachment 1: Finance Department Bid Analysis
Attachment 2: Contract for Phase 1 Street Sign Replacement

City of Garden Grove
INTER-DEPARTMENT MEMORANDUM

To: Keith Jones
Dept: Public Works

From: Kingsley Okereke
Dept: Finance

Subject: Bid No. S-1050 for Phase One: Street Sign Replacement, Date: June 15, 2009
Installation, and Purchase/Production of Regulatory,
Warning, and Street Name Signs

OBJECTIVE

Provide bid analysis, evaluation results, and recommendation for IFB No. S-1050 for Phase One: Street Sign Replacement, Installation, and Purchase/Production of Regulatory, Warning, and Street Name Signs.

ANALYSIS

IFB No. S-1050 was advertised on May 6, 2009 and re-advertised on May 13, 2009. The bid document was posted on the City's website on May 6, 2009 via the Planet Bids on-line bidding system. There were 29 prospective bidders for this project. Addendums 1, 2, 3, 4, 5, 6, and 7 were issued to answer questions regarding the Scope of Work and to extend the bid due date of the bid from June 8, 2009 to June 12, 2009. A mandatory pre-bid meeting was not held.

EVALUATION

Six (6) bids were received and opened on June 12, 2009. Bid results are as follows:

COMPANY	TOTAL COST
Maneri Sign Company, Inc. Gardena, CA	\$161, 236.57
BC Rentals, Inc. dba: BC Traffic Specialist Anaheim, CA	\$165,521.71
J&S Striping Company Santa Fe Springs, CA	\$197, 394.44
Statewide Safety and Signs, Inc. Pismo Beach, CA	\$242,320.73
PCI Long Beach, CA	\$256,815.29
Freehand Sign Company Costa Mesa, CA	\$79,695.00

The bid submitted by Freehand Sign Company was found to be non-responsive since the bidder failed to acknowledge Addendums 2-6, submitted incorrect calculations, and submitted an incomplete bid, which did not include the installation of the signage. The bid stated that incomplete bids were going to be considered non-responsive. The bidder was notified of the deficiencies in writing on June 12, 2009, and their bid was returned to them.

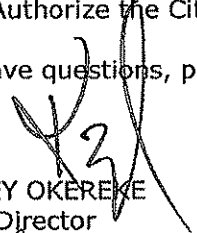
IFB No S-1050
Street Name Signs
June 15, 2009

RECOMMENDATION

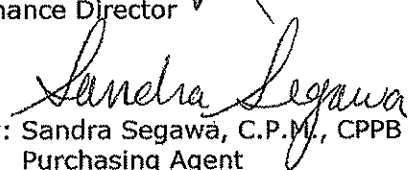
It is recommended that the Public Works Department seek City Council approval to:

- Award a contract to Maneri Street Sign Company, Inc., for street name signs and installation, in the firm fixed amount of \$161,236.57, and a ten (10) percent contingency fund for additional signage and installation that may be needed, in the amount of \$16,123.66. The total compensation amount shall not exceed \$177,360.23 for the term of the contract.
- Authorize the City Manager to execute the agreement.

If you have questions, please contact Sandra Segawa at Ext. 5050.



KINGSLEY OKEREKE
Finance Director



By: Sandra Segawa, C.P.M., CPPB
Purchasing Agent

Cc: Peggy Snyder, Public Works

SECTION 4 - AGREEMENT**PROJECT AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2009, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Maneri Sign Co., 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 CONTRACTOR for PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

4.0 **Compensation.** CONTRACTOR shall be compensated as follows:

Compensation under this agreement shall be a Firm Fixed Price (FFP) in the amount of one hundred sixty one thousand two hundred thirty six dollars and 57/100 (\$161,236.57) payable in arrears. A contingency fund for unforeseen signage and installation of ten (10) percent of the contract amount not to exceed \$16,123.66 over the term of the contract is available at the discretion of the Public Works Director. Total compensation under this agreement shall not exceed \$ 177,360.23. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with Bid No. S-1050 and the Scope of Work and Addendums 1, 2, 3, 4 5, 6 and 7, which are attached as Attachment "A" and is incorporated herein by reference. Any additional items will be based on the Proposal/Price Sheets, which are attached as Attachment "E" and are incorporated herein by reference. Any additional work requires prior authorization by the CITY.

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, 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: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications entitled: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS. 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. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from issuance of the "Notice to Proceed" sent by City, and the project shall be completed no later than November 4, 2009, excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. 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; an 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 Public Works Director, or his designee. The decision of the Director 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 there from 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 therefore 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 percent (90%) 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 ten percent (10%) 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 Public Works Director or his designee, 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 Works 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 from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and over time work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the City Engineer. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

4.14.2 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.

4.14.3 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.

4.14.4 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.

4.14.5 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 there under except as provided in paragraph (4.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et sep.) 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.

4.14.6 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.

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 workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue an endorsement to the policy evidencing same.

4.16.3 CONTRACTOR shall at all times carry, for all operations hereunder policies of insurance for: (1) bodily injury, including death, and property damage liability insurance; (2) auto liability including mobile equipment if any, for bodily injury and property damage coverage; (3) and builders' all risk insurance. All insurance coverage shall be in amounts specified by CITY in Section 4.16.4 Insurance Requirements. CONTRACTOR shall provide evidence of insurance coverage by the issuance of a certificate of insurance and endorsements in a form prescribed by the CITY. Policies shall be underwritten by insurance companies satisfactory to CITY for all

operations, subcontract work, contractual obligations, on-going, products and completed operations, all hired, leased, owned and non-owned vehicles, and mobile equipment if any. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the 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, as determined by the CITY, as additional insured on said policies.

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 canceled without thirty (30) days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is satisfactorily and fully completed. 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):

(4.16.4 Continued)

a) Workers' Compensation Insurance for the duration of the Agreement, Contractor and all subcontractors shall maintain coverage. A waiver of subrogation shall be provided against the CITY, its officers, agents, employees, engineers, and consultants.

In accordance with the Workers' Compensation Act of the State of California.

b) Commercial General Liability including mobile equipment, if any, written on a per occurrence basis; (Claims made and modified policies are not acceptable)

\$2,000,000 per occurrence, if any,

c) Automobile Liability including all owned, non-owned, leased, hired and mobile equipment, if any, written on a per occurrence basis; (Claims made and modified policies are not acceptable).

\$2,000,000 combined single limit

d) Property Coverage in the form of Bailee's Coverage or equivalent in the amount of all Property stored by the Contractor under this agreement. 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.

In the amount of all property stored by the Contractor under this agreement.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.16.4 (b) shall designate **CITY, its officers, agents, employees, engineers, and consultants** 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 4.16.4 (c) shall designate **CITY, its officers, agents, employees, engineers, and consultants** 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.

A **Loss Payee endorsement** for the policy under 4.16.4 (d) shall be provided designating the **City of Garden Grove** as **Loss Payee**.

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

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 sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any ex 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 **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:

a. (CONTRACTOR)
Maneri Sign Co., Inc.
Attention: Sal Maneri
1928 W. 135th Street
Gardena, CA 90249

b. (Address of City Purchasing) (with a copy to):

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

4.21. Payment of Taxes: The contract prices paid for the work shall include full compensation for all taxes which CONTRACTOR is required to pay, whether imposed by Federal, State or local government.

4.22 Safety Provisions: CONTRACTOR shall conform to the rules and regulations established by the California Division of Industrial Safety.

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(Contract Signature Block On Next Page)

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

Date: 6-29-09

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
Maneri Sign Co., Inc.

Contractor's State Lic. No. 620651

Expiration Date: 05/31/2011

By: Joe Maneri

Title: President

Date: 6/16/09

Tax ID No. 95-3503703

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:


Garden Grove City Attorney

ATTACHMENT "A"
IFB NO. S-1050
SCOPE OF WORK

**PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND
PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET
NAME SIGNS**

This is the first phase of a five-phase sign change out. All phases will be bid separately in succeeding years. This work shall consist of furnishing and installing roadside signs and posts complete with fastening and mounting hardware at the locations indicated, or as directed by the City. This work shall be performed in conformance with the current California Manual on Uniform Traffic Control Devices (MUTCD) and these Special Provisions:

- The face of the signs shall be treated with High Intensity Prismatic Vinyl Sheeting (3M or equivalent).
- Anti-Graffiti Sheeting (3M 1160), or equivalent, shall also be applied.
- All new sign pole installations shall conform to B-305(2) or B-310 in the Standard Plans and Specifications for the City of Garden Grove, 2007 edition., with the exception that anchors are to be 2.25" and square channel poles are to be 2", which are included in Attachment B of this document
- Additional provisions as described below.

COMMENCEMENT AND COMPLETION OF WORK

The production and installation of signs under this agreement shall commence within ten (10) calendar days of the issuance of the Notice to Proceed and the project shall be completed no later than November 4, 2009.

REQUIRED CONTRACTOR'S LICENSE

The CITY has deemed a C-32 Parking and Highway Improvement license as issued by the California Contractors State License Board is necessary for this project. Selected CONTRACTOR shall provide a valid copy of such license to the CITY before installation of signs can begin.

INSTALLATION/SUBCONTRACTOR REQUIREMENTS

- 1.1 If a sub-contractor is used, sub-contractor shall be located within 75 miles of Garden Grove city limits and adhere to all other requirements included within the agreement (see ADDITIONAL REQUIREMENTS for more information). Additionally, CITY may contact sign installation contractor directly to resolve problems and provide direction.
- 1.2 Subcontractor shall provide references and must have a minimum of ten (10) years experience with other government agencies for the same or similar types of projects.

1.3 Selected CONTRACTOR shall be responsible to supply all labor, materials, signs, traffic control (as required in the current edition of the WATCH handbook (Work Area Traffic Control Handbook)); and related items (hardware, posts, anchors, etc; as approved by CITY) to replace all street signs and street name signs as directed. Signs to be replaced are located on arterial, collector, and residential streets located Garden Grove city limits from Trask Avenue and south. Refer to Page 31 of this Scope of Work for further information.

1.4 Work to be performed:

- a. Remove and Replace existing Street Name Signs
- b. Remove and Replace existing Regulatory and Warning signs
- c. Remove damaged pole and sign and install new square channel, anchor, pole or round pole, and sign (s)
- d. Remove, Replace and Install signs on Traffic Signal poles, and mast arms
- e. Install new square channel anchor, pole, and sign (s) as directed
- f. Install median Type K markers and median signage as directed
- g. All signs installed on square channel posts are to be installed using drive rivets

1.4 During replacement, CONTRACTOR will be responsible to change out damaged poles with new square channel or round signposts, depending on the post. All new sign pole installations shall conform to B-305 or B-310 in the Standard Plans and Specifications for the City of Garden Grove, 2007 edition., with the exception that anchors are to be 2.25" and square channel poles are to be 2", which are included in Attachment B of this document.

- a. When replacing a damaged pole, the bottom of lowest sign installed on the new pole shall be mounted a minimum of seven feet (7') from the top of the sidewalk or easement surface.
- b. All existing signs replaced with no pole replacement are to be replaced at the same height of the existing sign.
- c. CONTRACTOR shall fill all empty sign post-holes in sidewalks in accordance with the Standard Specifications for Public Works Construction, 2007 edition and City of Garden Grove Public Works Standard Plans for concrete sidewalks (B105/B106)
- d. CONTRACTOR shall remove any portion of any post that remains in sidewalk or any other surface to ensure the surface is free of any protrusions.
- e. If damaged post being removed has a concrete footing, new post shall be installed with a concrete footing.
- f. Signs and posts shall be installed so that the face of the sign shall face approximately 93° from the direction of traffic.

- 1.5 If replacing a single sign that is located below six feet in height, CONTRACTOR shall install new sign at seven-foot height and install new post if necessary.
- 1.6 When installing multiple signs on one single pole, the lowest sign shall be mounted at a height of no less than seven feet with a maximum height of 11 feet. If an additional pole is necessary to accommodate additional signage, CONTRACTOR shall advise CITY and CITY shall designate a location for new pole to be placed.
- 1.7 CONTRACTOR is responsible for storing all new signs and materials until they are posted on the street.
- 1.8 All work performed by sub-contractors shall be billed through the main contractor and not directly to the City of Garden Grove.
- 1.9 CONTRACTOR shall be responsible for obtaining any and all Underground Service Alert (USA) markings needed to complete installation and remove such markings when installation is complete.
- 1.10 When installing Street Name Signs, signs must not extend beyond the curb face and should be in conformance with Traffic Engineering Policy 65. If a new pole needs to be installed to meet requirements, CONTRACTOR shall bill for a damaged pole replacement.

WORKING DAY

1. CONTRACTORS working hours shall be limited to be between the hours of 7:00 a.m. and 3:00 p.m. Monday through Thursday.
2. No activity shall take place on Friday, Saturday, or Sunday unless prior approval is granted by the City.

CLEANUP

1. Upon completion of the work the contractor shall remove all equipment, surplus materials, waste and debris and leave that portion of the site affected by this work in a neat, clean and acceptable condition as approved by the City.
2. All signs that are removed shall be returned to City on a bi-weekly basis.

PROTECTION OF PROPERTY

1. The contractor shall perform work in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this contract, the contractors shall replace or repair the same at no cost to the City.
2. If damage caused by the contractors must be repaired or replaced by the City, the cost of such work shall be deducted from any outstanding balance due the contractor.

WARRANTY

1. All signage, materials, and labor provided to the City shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty will be corrected by the Contractor at no expense to the City.
2. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one year from the date of final acceptance of the work by the City in addition to and irrespective of any manufacturer's or supplier's warranty.
3. No date other than the date of final acceptance may be established to govern the effective date of the Guaranty, unless that date is agreed upon by the City and the Contractor in a signed writing.

REGULATORY/WARNING SIGNS

1. All signs provided must meet MUTCD CA standards in all aspects, including retro-reflectivity.
2. CONTRACTOR shall provide all signs, except street name signs, in .080 aluminum.
3. CONTRACTOR shall use 3M or equivalent High Intensity Grade Prismatic Reflective Sheeting (HIP) or higher (where required or indicated) for all background sheeting.
4. CONTRACTOR shall use 3M or equivalent transparent film or transparent screen-printing where appropriate.
5. CONTRACTOR shall cover all signs with 3M 1160 anti-graffiti sheeting or equivalent.
6. All quantities are estimates and any additional signage manufactured but not installed by the Contractor are sole property of the City of Garden Grove and are to be surrendered to the City.

STREET NAME SIGNS

1. All signs to be in City standard sign lengths: 24", 30", 36", 42", 48"
2. Signs shall be made using 3M or equivalent High Intensity Grade Prismatic Reflective Sheeting (HIP) white background with blue transparent sheeting for the letters and supplemental information.
3. Be sheeted with 3M 1160 Anti-Graffiti Sheeting or equivalent.
4. Include a 4"x6" City two color screen-printed logo with a 1/8" blue box around the logo.
5. Use Arial Black type face font with standard text spacing
6. Come pre-drilled with holes for standard 12" bolt through brackets
7. All Street Name Signs are to be double sided
8. Requirements as follows:
 - i) "A" Sign (26 mph and above)

- (a) 9" extruded blade
 - (b) 7" capital letters
 - (c) 5.25" lower case letters
 - (d) 3" supplemental info
 - ii) "B" Sign (25 mph and below)
 - (a) 7" extruded blade
 - (b) 5" capital letter
 - (c) 3.75" lower case letters
 - (d) 2.5" supplemental info
9. Additional required:
- i) 5 "blanks" in each style and size (logo/boarder and white HIP sheeting only) and related mounting brackets
10. Mounting brackets as follows:
- i) 12" long extruded blade bolt through aluminum round cap, 3" Diameter
 - ii) 12" long extruded blade bolt through aluminum 90 degree cross blade
11. Sample proof is required for approval before production of all signs
12. CONTRACTOR will determine the length of the sign using the standard lengths above and the name of the street.

ADDITIONAL REQUIREMENTS

1. The CONTRACTOR shall be responsible for the protection of all improvements adjacent to the work, such as sprinkler systems, drain pipes, lawns, plantings, brick work, masonry work, fences, walls, sidewalks, street paving. etc., located on either public or private property. If any improvements are removed or damaged, other than those designed for removal, then such improvements shall be replaced in kind at the CONTRACTOR'S expense.
2. Should the CONTRACTOR fail to correct deficiencies or public nuisances that have been created because of his operation, then these will be considered to be an emergency nature and cause for the City to move in on the project to take corrective action. Such action will be done on a force account basis for any City related costs, including but not limited to time and materials.
3. CONTRACTOR shall not assign, transfer, or enter into any subcontract under this agreement, nor any part thereof, without first obtaining the written consent of CITY, authorized by the Public Works Director. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR 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 CONTRACTOR. CITY will deal directly with, and will make all payments to, CONTRACTOR.

4. One point of contact shall be preferred. Contractor's project manager shall be identified at beginning of contract.
5. CONTRACTOR shall provide the following supplies/equipment to the City prior to the start of installation of the signs. Such property shall become property of the City of Garden Grove and will not be returned to the Contractor upon termination of the contract by either party.
 - i) 1 roll of 36"x50yd roll of 3M or equivalent transparent blue sheeting material
 - ii) 1 roll of 24"x50 yd roll of 3M or equivalent transparent blue sheeting material
 - iii) 6 rolls 5/8" .030 gauge stainless steel Band-It strapping
7. CONTRACTOR must obtain a Garden Grove business license. Please call (714) 741-5073 for information on how to obtain this license.

ATTACHMENT "A"

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: May 14, 2009

Date Effective: May 14, 2009

IFB No. S-1050

Contract: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

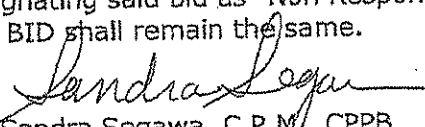
2. Questions asked via email:

A) **Question:** Will the City accept a D-42, or a C-61 Contractor's license for the work required in IFB No. S-1050?

Answer: Yes, the City will accept a C-32 or a D-42 license for the work required in IFB No. S-1050.

The contractor is hereby notified that Addendum No. 1 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All the terms and conditions of the BID shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ATTACHMENT "A"

ADDENDUM No. 2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: May 21, 2009

Date Effective: May 21, 2009

IFB No. S-1050

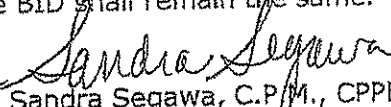
Contract: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications: Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. Page 30, Item No. B, ii, Street Name Signs, B Signs- Revise item as follows:
 - ii) "B" Sign (25 mph and below)
 - (a) 6" extruded blade
 - (b) 4" capital letter
 - (c) 3" lower case letters
 - (d) 2" supplemental info

All colors and lengths, and other specs to remain the same.

The contractor is hereby notified that Addendums No. 1 and 2 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All the terms and conditions of the BID shall remain the same.

Issued by: 
Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ATTACHMENT "A"

ADDENDUM No. 3

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 1, 2009

Date Effective: June 1, 2009

IFB No. S-1050

Contract: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Page 2, Proposal Submittal Date, Revise item as follows:

The Proposal Submittal Date is hereby changed from 2:00 p.m., Monday, June 8, 2009, to a new Proposal Submittal Date of **2:00 p.m., Tuesday, June 9, 2009.**

The contractor is hereby notified that Addendums No. 1, 2, and 3 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All the terms and conditions of the BID shall remain the same.

Issued by:

Sandra Segawa
Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ATTACHMENT "A"

ADDENDUM No. 4

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 2, 2009

Date Effective: June 2, 2009

IFB No. S-1050

Contract: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Do you have drawings for the SNS on Sign "A" and "B"? Our standard is B-302 dated 06/21/97 "A" is a var x 9" .080 not extruded and "B" is var x 6 .080 not extruded. Is the SNS a cut out hump back sign like has been ordered in the past on a flat blade .125?

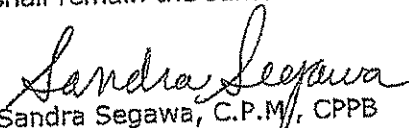
The City's old street name sign design standard has changed. B-301 and B-302 as listed in the Standard Plans and Specifications are no longer valid. The new design calls for a standard 9"(A Sign) or 6"(B Sign) extruded aluminum sign, no special cut. The extruded aluminum street name sign blades are to be solid aluminum. The specifications for the signs can be found on page 30 of the original bid document and in Addendum No. 2.

Additionally the City is changing the logo to our new logo, a sample which can be seen in the upper left-hand corner of the City's website, www.garden-grove.org.

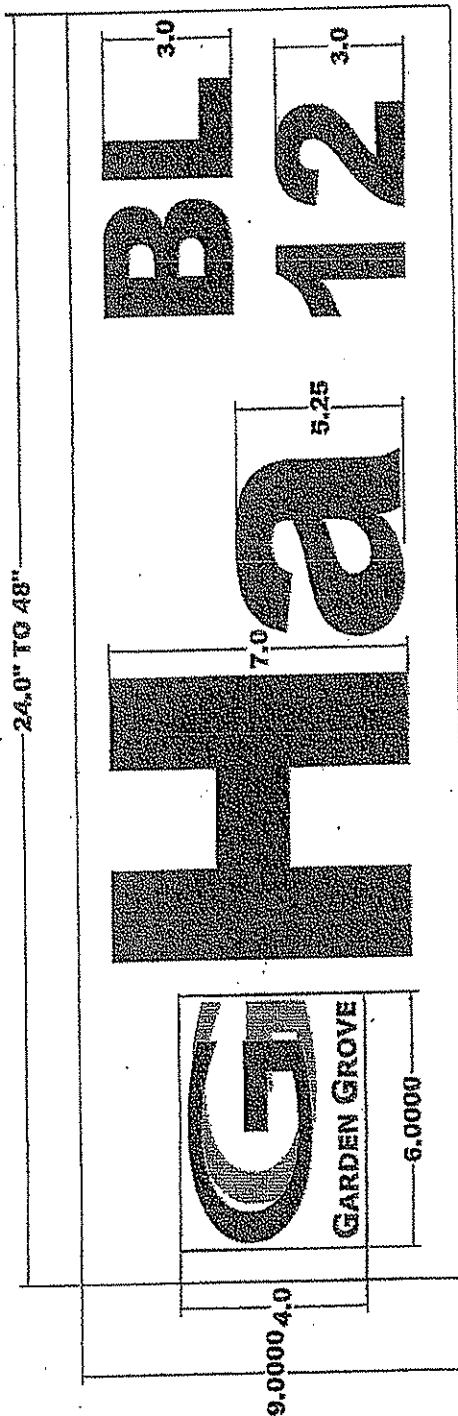
Drawings of the A and B signs are also attached for your review.

The contractor is hereby notified that Addendums No. 1, 2, 3, and 4 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All the terms and conditions of the BID shall remain the same.

Issued by:

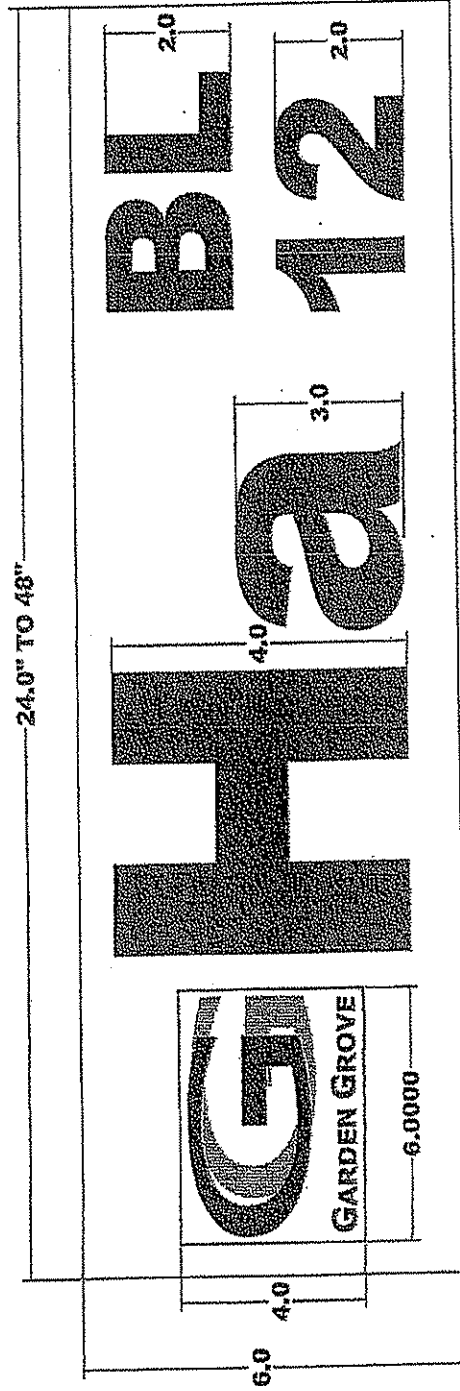

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

A SIGN



**FONT TO BE ARIAL BLACK,
BOARDER AROUND LOGO 0.125"
ALL UNITS IN INCHES
NOT TO SCALE**

B SIGN



**FONT TO BE ARIAL BLACK,
BOARDER AROUND LOGO 0.125"
ALL UNITS IN INCHES
NOT TO SCALE**

ATTACHMENT "A"

ADDENDUM No. 5

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 4, 2009

Date Effective: June 4, 2009

IFB No. S-1050

Contract: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Questions emailed by prospective bidders:

1) On Page 54, Attachment "E" Additional Items Required, the 1st item and the 4th item are the same. Is this an error or should I list a price for both?

Yes, this is an error. Attachment "E" has been revised and is attached. Please submit the **revised** Attachment "E" with your bid package.

2) On page 52, which is the price sheet for regulatory signs, the first 4 say Assembly A, B, C, D (Ahead). What are these signs and sizes? I couldn't find anything in the bid documents about them.

Assembly A, B, C, D information is available in the MUTCD CA Part 7, Traffic Controls for School Areas, a link to which is below. As for the size of the sign Conventional Road sizes are required.

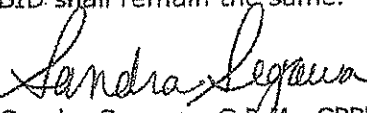
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/pdf/camutcd/CAMUTCD-Part7.pdf>

ATTACHMENT "A"

Addendum No. 5 to IFB No. S-1050
June 4, 2009
Page No. 2

The contractor is hereby notified that Addendums No. 1, 2, 3, 4 and 5 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All the terms and conditions of the BID shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ATTACHMENT "A"

ADDENDUM No. 6

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 9, 2009

Date Effective: June 9, 2009

IFB No. S-1050

Contract: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Questions emailed by prospective bidders:

1) On the school signs are those to be Fluorescent Yellow Green? On the round post in the spec you provided they call it a 2" ID and on page 55 there is a line item that calls out 3" round poles was this a typo and if so would it also be a typo on the brackets also? Please advise also with this so close to the due date will this extend the due date?

Answer: Most of the round poles in the City are 2 7/8" in diameter, there are other round poles that are 2.5" in diameter, so both sizes will be needed.

New round poles to be installed should be 2 7/8" or 3" schedule 40 round pole.

School zone signs are to be fluorescent yellow-green.

2) Please provide the list of prospective bidder's for this project.
Prospective bidder's list is attached.

ATTACHMENT "A"

Addendum No. 6 to IFB No. S-1050
June 9, 2009
Page No. 2

3. Page 2, Proposal Submittal Date. Revise item as follows:

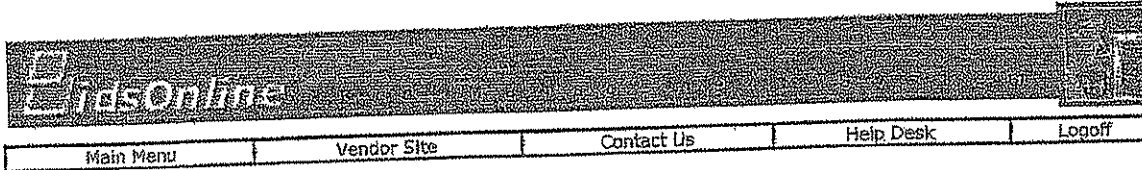
The Proposal Submittal Date is hereby changed from 2:00 p.m., Tuesday June 9, 2009 to a new Proposal Submittal Date of **2:00 p.m., Thursday, June 11, 2009.**

4. Any further questions regarding this bid, must be received by 2:00pm, June 9, 2009 via email to, sandras@garden-grove.org.

The contractor is hereby notified that Addendums No. 1, 2, 3, 4, 5, and 6 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All the terms and conditions of the BID shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove



View Prospective Bidder(s) Bld Detail
Phase One: Street Sign Replacement and Installation S-1050

Name	Phone/Fax	Email	Type	Pre-Bid Attendee	Action
BC Rentals Inc. 2990 E. La Jolla Street Anaheim California 92806 Contact: Jensen Carson	P: 714-580-7708 F: 714-575-5030	jensen@bctrffic.com	Bidder	No	Edit . Delete
Blake Sign Company, Inc. 11661 Seaboard Circle Stanton California 90680-3427 Contact:	P: 714-891-8331 F: 714-891-8233	pkblakesigns@gmail.com	Bidder	No	Edit . Delete
Blue Sky Remediation Services, Inc. 15131 Clark Ave. Building A City of Industry California 91745-1434 Contact: Katie Harlow	P: 626-961-5736 F: 626-961-4746	katie@unitedtraffic.net	Bidder	No	Edit . Delete
Cobra Systems, Inc. 3521 E Enterprise Dr. Anaheim California 92807 Contact: George Unger IV	P: 714-688-7999 F: 714-688-7998	george@cobrasystems.com	Bidder	No	Edit . Delete
Fluoresco Lighting & Signs 3000 E. Chambers St. Phoenix Arizona 85040 Contact: GARY GRZYDER	P: 800-470-1711 F: 602-470-1313	ggrzyder@fluoresco.com	Bidder	No	Edit . Delete
J & S Striping 10715 Bloomfield Ave Santa Fe Springs California 90670 Contact: Robert Aragon	P: 562-777-2411 F: 562-777-2499	raragon@jssc.biz	Bidder	No	Edit . Delete
LH Engineering co/ 708 N Valley st #708 Anaheim California 92801 Contact:	P: 714-758-8035 F: --	lpa133@msn.com	Bidder	No	Edit . Delete
Main Street Signs 1211 W. Brooks St. Ontario California 91762 Contact: Charles Atha	P: 909-391-0988 F: 909-391-0249	charles@mainstreetsigns.net	Bidder	No	Edit . Delete
MANERI SIGN CO., INC. 1928 WEST 135TH ST. GARDENA California 90249 Contact: SAL MANERI, PRESIDENT	P: 310-327-6261 F: 310-327-9841	csmaneri@yahoo.com	Bidder	No	Edit . Delete
Mc Cain Inc. 2365 Oak Ridge Way Vista California 92081 Contact:	P: 760-734-5050 F: 760-727-8184	ccclark@mccain-inc.com	Bidder	No	Edit . Delete
Mr Rick Enterprises 711 West 17th Street H-2 Costa Mesa California 92627 Contact:	P: 949-650-7446 F: 949-650-0904	sales@freehandsign.com	Bidder	No	Edit . Delete
Myers & Sons Hi - Way Safety INC. 13310 5ft str. chino ca, 91710 chino California 91710 Contact: SCOTT GARTIN	P: 909-591-1781 F: 909-627-0999	kris@hiwaysafety.com	Bidder	No	Edit . Delete
Myers and Sons Hi-way Safety , Inc. 13310 Fifth St Chino California 91710 Contact: Rod Lowry	P: 909-591-1781 F: 909-364-2371	rodlowry@gmail.com	Bidder	No	Edit . Delete
National Signal Inc 2440 Artesia Ave Fullerton California 92833 Contact: Chad Hogencamp	P: 714-441-7707 F: 714-441-7714	ched@nationalsignalinc.net	Bidder	No	Edit . Delete

ATTACHMENT "A"

BidsOnline System

Newman Signs Inc PO Box 1728 Jamestown North Dakota 58402 Contact: Zee Hanson	P: 800-437-9770 F: 701-252-9213	sales9@newmansigns.com	Bidder	No	Edit . Delete
Primus, Inc. PO Box A 10680 Fern Avenue Stanton California 90680 Contact: Barbara Echevarria	P: 714-761-4811 F: 714-952-2118	sales@westernhighway.com	Bidder	No	Edit . Delete
Rocal, Inc 3186 CR 550 Frankfort Ohio 45628 Contact: Teri Sellers	P: 740-998-2122 F: 740-998-2073	tsellers@rocal.com	Bidder	No	Edit . Delete
Safeway Sign Company 9875 Yucca Rd Adelanto California 92301 Contact:	P: 760-246-7070 F: 760-246-5512	sales@safewaysign.com	Bidder	No	Edit . Delete
Toomey Industries, Inc 2400 E 70th Street Long Beach California 90805 Contact: MJ Loomis	P: 949-812-8558 F: 714-632-3848	mjlloomis@trafficcontrolandsafety.com	Bidder	No	Edit . Delete
Toste Construction 2651 green pl arroyo grande California 93420 Contact: Eric Cumming	P: 805-473-0884 F: 805-473-0970	eric.cumming@ymail.com	Bidder	No	Edit . Delete
Traffic Control Service Inc 1818 E Orangethorpe Ave Fullerton California 92831-5324 Contact: VINCENT NATHAN	P: 714-526-9524 F: 714-526-9564	vnathan@tcsi.biz	Bidder	No	Edit . Delete
Traffic Loops Creckfilling, Inc. 945 S. Emerald Street Anahelm California 92804 Contact: Ramiro Rivero	P: 714-520-4026 F: 714-520-4027	trafficloops@sbcglobal.net	Bidder	No	Edit . Delete
ZUMAR INDUSTRIES INC. P.O. BOX 2883 SANTA FE SPRINGS California 90570-2919 Contact:	P: 562-941-4633 F: 562-541-4633	bids@zumar.com	Bidder	No	Edit . Delete

Display Prospective Bidder's List on Public Site?

Yes No

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Date: 06-04-2009



ATTACHMENT "A"

ADDENDUM No. 7

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 9, 2009

Date Effective: June 9, 2009

IFB No. S-1050

Contract: PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.

2. Questions emailed by prospective bidders:

1) In regard to the last addendum submitted for the round post brackets, to our knowledge, there is no one in the industry who makes 12" long post caps and cross brackets for a 2-1/2" and 3 sign pipe. The only sizes available are for 2" round, 1-3/4" square and 2" square.

Answer: The City is aware of several sign bracket manufactures who make an adaptor piece that will fit the 2 7/8"-3" and also the 2 3/8"-2 1/2" pole to accommodate the 12" bracket.

2) On the price sheet for your regulatory and such signs you have an S1-1 and a W66A both with an "F" after them. If that is for fluorescent 3M HIP, 3M does not provide that material. Would you like the priced as Diamond Grade?

Answer: Please follow this specification on Page 29, of the original bid document which states:

CONTRACTOR shall use 3M High Intensity Grade Prismatic Reflective Sheeting (HIP) or *higher (where required or indicated)* for all background sheeting.

ATTACHMENT "A"

Addendum No. 7 to IFB No. S-1050
June 9, 2009
Page No. 2

3) Do you know what gauge steel the Schedule 40 3" posts are?
Usually sign posts are determined by gauges.

Answer: 12 gauge

4) Do you know who the manufacture was for the 3" round posts in the past and the 3" Round brackets? I have contacted 5 different post manufactures and not one of them have even heard of a 3" round post. The only ones they make are 2 3/8".

Answer: New posts to be installed are the 2 7/8" or 3" (Most places refer to them as 2 7/8")

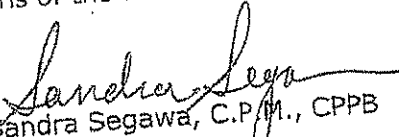
5) Remove damaged pole support and install new signs and pole
(Replace with round post)

*Can we install the new round post right next to the damaged post as long as we remove the post and backfill with concrete to have a flat grade or would we have to install the new round post exactly where the damaged post is?

Answer: Next to the damaged pole would be fine, as long as the old is filled in following the specs provided in the original bid document.

The contractor is hereby notified that Addendums No. 1, 2, 3, 4, 5, 6, and 7 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All the terms and conditions of the BID shall remain the same.

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ATTACHMENT "E"

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 Plans and Specifications for PHASE ONE: STREET SIGN REPLACEMENT, INSTALLATION, AND PURCHASE/PRODUCTION OF REGULATORY, WARNING, AND STREET NAME SIGNS.

HEREBY PROPOSE to furnish all labor, materials, and equipment and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

BID PROPOSAL	
ITEM	TOTAL COST
1. STREET NAME SIGNS (see Page 51 for details)	\$ 33,853.85
2. REGULATORY SIGNS (see Pages 52-53 for details)	\$ 45,520.85
3. ADDITIONAL ITEMS REQUIRED (see Page 54 for details)	\$ 1,698.93
4. INSTALLATION COSTS (see Page 55 for details)	\$ 80,162.94
PARTIAL BIDS WILL NOT BE ACCEPTED!	
TOTAL COST of Project In Written Words (Combined Total of ITEMS 1, 2, 3, 4 above)	
One hundred sixty one thousand two hundred	
Lump Sum - thirty six dollars and fifty seven cents - 161,236.57	
The above bid price includes all applicable taxes on the pricing proposed in this submittal. Note: In case of discrepancy between the words and figures, the words prevail.	

NOTE: INDIVIDUAL PRICE SHEETS (PAGES 51-55) IN ATTACHMENT "E" MUST ALSO BE INCLUDED IN YOUR BID!

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.

ATTACHMENT "E"

(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:

<u>Amendment No.</u>	<u>Date</u>
Add 1 5-14-09	Add 4 6/2/09
Add 2 5-21-09	Add 5 6/4/09
Add 3 6-1-09	Add 6 6-9-09
	Add 7 6-9-09

(e) The undersigned is licensed in accordance with the Laws of the State of California.

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 Sal Maneri of Maneri Sign Co., Inc.
(President or Secretary) (Name of Corporation)

make the accompanying proposal.

Individual: That _____ is the bidder and makes
(Name of Individual)
the accompanying proposal.

Date: 6/5/09

Maneri Sign Co., Inc.
Company Name

1928 West 135th St.
Address

Gardena, CA 90249
City - State - Zip

310/327-6261
Telephone

620651
Calif. Contractors Lic. No.

Sal Maneri
Bidder's Name (Please Print)

Sal Maneri
Authorized Signature

ATTACHMENT "E"
PRICE SHEET FOR STREET NAME SIGNS (SNS)


Est. Quantity	Type of Sign	Size	Cost (\$)	Total Cost (\$)
50	A	9"X24	<u>23.25</u> per sign	<u>1162.50</u>
50	A	9"X30"	<u>28.25</u> per sign	<u>1412.50</u>
50	A	9"X36"	<u>38.25</u> per sign	<u>1912.50</u>
75	A	9"X42	<u>47.25</u> per sign	<u>3543.75</u>
50	A	9"X48	<u>52.25</u> per sign	<u>2612.50</u>
105	B	6" X24	<u>18.25</u> per sign	<u>1916.25</u>
105	B	6" X30"	<u>27.75</u> per sign	<u>2913.75</u>
105	B	6" X36"	<u>44.25</u> per sign	<u>4646.25</u>
105	B	6" X42	<u>50.25</u> per sign	<u>5276.25</u>
105	B	6" X48	<u>53.25</u> per sign	<u>5591.25</u>

SNS
 Total \$30,987.50

NOTE: The following quantities provided are estimates only. The actual figure could be higher or lower depending on the needs of the City.

TAX 2,866.35
 SNS TOTAL \$33,853.85

ATTACHMENT "E"
PRICE SHEET FOR REGULATORY SIGNS

MUTCD SIGN CODE/DESCRIPTION	QUANTITY	SIZE	UNIT PRICE (\$)	EXTENDED COST (\$)
ASSEMBLY A	27		94.00	2,538.00
ASSEMBLY B	29		94.00	2,726.00
ASSEMBLY C	12		65.00	780.00
ASSEMBLY D (AHEAD)	10		94.00	940.00
D11-4	4	24x18	20.00	80.00
DO NOT BLOCK DRIVEWAY	5	24x30	36.25	181.25
G66-56	6	24x30	35.00	210.00
KEEP CLEAR	5	24x30	36.25	181.25
M4-1	1	26x6	20.00	20.00
 NO PARKING BIKE LANE	90	12x18	9.75	877.50
NO PARKING COMMERCIAL VEHICLES	18	18x24	18.00	324.00
R10-11	5	24x30	36.25	181.25
R10-12	8	24x30	32.25	258.00
R10-7	17	24x30	31.25	531.25
R1-1	166	30x30	34.50	5,727.00
R12-1 3T	4	24x30	36.25	145.00
R18-1	6	30x30	40.00	240.00
R2-1 25	56	24x30	30.25	1,694.00
R26	11	12x18	10.50	115.50
R26 12 AM TO 6 AM	22	12x18	10.50	231.00
R26 8 AM TO 9 AM, 2 PM TO 3 PM	4	12x18	15.00	60.00
R26S	300	12x18	9.75	2,925.00
R30CA	4	12x18	15.00	60.00
R3-1	2	24x24	27.00	54.00
R3-2	3	24x24	25.00	75.00
R32 2 HR	14	12x18	9.75	136.50
R32 7AM TO 9 PM MON-SAT, 7 AM TO 6 PM SUN	9	12x18	14.00	126.00
R3-4	4	24x24	25.00	100.00
R3-5	2	30x36	48.00	96.00
R36CA 3T	4	24x24	25.00	100.00
R3-7	16	30x30	39.00	624.00

MUTCD SIGN CODE/DESCRIPTION	QUANTITY	SIZE	UNIT PRICE (\$)	EXTENDED COST (\$)
R41 (Right Turn Only)	2	30x36	59.50	119.00
R4-7	11	24x30	31.25	343.75
R4-7A	3	24x30	39.50	118.50
R5-10C	4	24x12	18.75	75.00
R5-2	4	24x24	25.00	100.00
R6-1 L	8	36x12	21.75	174.00
R61-19 CA	3	30x30	47.00	141.00
R61-34 CA	4	48x30	69.00	276.00
R6-1R	3	36x12	26.75	80.25
R7-201	4	12x6	14.00	56.00
R73-2CA	10	36x36	56.25	562.50
R81	4	12x8	15.00	60.00
R81A CA RED	4	12x6	14.00	56.00
R81B CA RED	13	12x6	8.50	110.50
R8-3A	42	24x24	24.00	1008.00
R9-3A	8	18x18	14.50	116.00
R9-3B	5	18x12	14.75	73.75
R9-3BL	2	18x12	22.25	44.50
S1-1 F	20	36x36	56.25	1125.00
S4-2	8	36x18	31.15	249.20
S4-3	10	24x8	10.05	100.50
S4-5	10	36x36	56.25	562.50
SR56CA	16	30x46	62.00	992.00
TYPE K	50		6.50	325.00
TYPE N	17	18x18	14.50	246.50
W11-2	6	30x30	43.00	258.00
W1-2	1	30x30	59.00	59.00
W1-2R	1	30x30	59.00	59.00
W13-1 15	3	30x30	47.00	141.00
W14-1	2	36x36	66.00	132.00
W2-1	1	30x30	59.00	59.00
W3-1	26	36x36	56.00	1456.00
W4-2	1	30x30	59.00	59.00
W42R	2	30x30	49.00	98.00
W53	21	30x30	39.00	819.00
W55BCA	9	30x30	39.00	351.00
W66A F	3	36x24	43.50	130.50
W7-4	1	36x36	76.00	76.00
W7-4R	2	36x36	66.50	133.00
S5-2	8	18x24	21.50	172.00
CUSTOM WORDED STREET SWEEPING SIGNS, 1" LETTER	461	18x24	17.40	8021.40
R48CA	2	18x24	28.00	56.00
REGULATORY SIGN TOTAL				41,476.85
		TAX		4044.00
		TOTAL		45520.85

**ATTACHMENT "E"
ADDITIONAL ITEMS REQUIRED**

ADDITIONAL REQUIRED:	QUANTITY	SIZE	UNIT PRICE (\$)	EXTENDED COST (\$)
030 GAUGE STAINLESS STEEL BAND IT STRAPPING	6 ROLLS	5/8"	\$ 98.00	\$ 588.00
3M or equivalent transparent blue sheeting material	1 ROLL	36"x50 yd	\$ 576.00	\$ 576.00
3M or equivalent transparent blue sheeting material	1 ROLL	24"x50 yd	\$ 384.00	\$ 384.00
TOTAL				\$ 1548.00

NOTE: The following quantities provided are estimates only. The actual figure could be higher or lower depending on the needs of the City.

TAX 150.93

TOTAL \$1,698.93

ATTACHMENT "E"
PRICE SHEET FOR INSTALLATION

<u>Est. Quantity</u>	<u>Description</u>	<u>Cost (\$)</u>	<u>Total Cost (\$)</u>
200	Replace Street Name Signs (Two signs, Round Pole)	<u>65.00</u> per location	<u>13,000.00</u>
100	Replace Street Name Signs and Stop Sign (Two signs, Round Pole)	<u>65.00</u> per location	<u>6,500.00</u>
100	Replace/Install Street Name Signs (Two signs, Traffic Signal Support Pole)	<u>65.00</u> per location	<u>6,500.00</u>
1100	Replace Regulatory, Warning, No Parking/Stopping, etc signs on existing support structure (no pole installation). Support structure could be U channel, square post, street light, or utility pole.	<u>22.00</u> per location	<u>24,200.00</u>
50	Replace Regulatory, Warning, etc signs (Traffic Signal)	<u>25.00</u> per location	<u>1,250.00</u>
60	Remove damaged pole support and install new signs and pole (Replace with Square Channel)	<u>65.00</u> per location	<u>3,900.00</u>
60	Remove damaged pole support and install new signs and pole (Replace with round post)	<u>65.00</u> per location	<u>3,900.00</u>
50	Install new sign and pole (new location)	<u>50.00</u> per location	<u>2,500.00</u>
50	Install median Type K marker	<u>20.00</u> per location	<u>1,000.00</u>
150	3" Round 12" bolt through extruded brackets	<u>15.37</u> each	<u>2,305.50</u>
150	2.5" Round 12" bolt through extruded brackets	<u>15.37</u> each	<u>2,305.50</u>
300	12" 90° 12" bolt through cross extruded bracket	<u>16.19</u> each	<u>4,857.00</u>
2500	Drive Rivets	<u>.83</u> each	<u>2,075.00</u>
15	Schedule 40 3" galvanized steel pole	<u>95.00</u> each	<u>1,425.00</u>
60	2"x2" perforated square channel post	<u>38.42</u> each	<u>2,305.20</u>
60	2.25"x2.25" perforated square channel anchor	<u>9.88</u> each	<u>592.80</u>
		Installation Total	<u>78,166.00</u>

City will provide street name sign brackets for use on signal poles.

NOTE: The following quantities provided are estimates only. The actual figure could be higher or lower depending on the needs of the City.

TAX
1,546.94
TOTAL
80,162.94