

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal  
Dept.: City Manager  
Subject: AWARD OF CONTRACT TO J & S STRIPING COMPANY, INC., FOR IFB NO. S-1068-A FOR STREET STRIPING, CURB PAINTING AND SIGN INSTALLATION SERVICE

From: Keith G. Jones  
Dept.: Public Works  
Date: February 22, 2011

OBJECTIVE

To obtain City Council approval to award the contract for IFB No. S-1068-A for as-needed traffic striping, curb painting and sign installation service, in an amount not to exceed \$225,017.50 per year, to J & S Striping Company, Inc. (J & S).

BACKGROUND

The current striping contract expires on February 28, 2011. With the pending expiration of the contract, staff has solicited bids for a new contract. In addition to striping service, the potential bidders were asked to provide option pricing for as-needed sign installation. The initial term of the contract is for one year, with 4 one-year options to renew.

IFB No. S-1068-A was advertised on December 17, 2010, and re-advertised on December 24, 2010. A mandatory pre-bid meeting was conducted on January 5, 2011. Two addendums were issued to answer questions regarding the bid and to extend the bid due date.

DISCUSSION

Two companies attended the mandatory pre-bid meeting, J & S, and Orange County Striping Service, Inc. Both companies have provided the City with as-needed striping service in the past. J & S has been the City's contractor since 2005 and never increased the cost of striping, even though their labor and material costs were rising.

AWARD OF CONTRACT TO J & S STRIPING COMPANY, INC.,  
FOR IFB NO. S-1068-A FOR STREET STRIPING AND  
CURB PAINTING AND SIGN INSTALLATION SERVICE  
February 22, 2011  
Page 2

Bids were opened on January 20, 2011 and both were found to be responsive with J & S being the low bidder:

COMPANY	COST PER YEAR	OPTIONAL ITEM B	TOTAL COST
J& S Striping Co., Inc. Ontario, CA	\$174,917.50	\$50,100.00	\$225,017.50
Orange County Striping Service, Inc. Orange, CA	\$180,924.00	\$58,400.00	\$239,324.00


FINANCIAL IMPACT

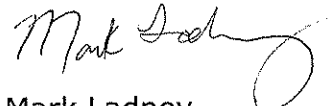
The new contract for striping service is \$225,017.50 per year. This is an increase of \$53,254 over the existing contract. To cover the increase for the remainder of the current fiscal year, it is requested that \$16,000.00 be appropriated to the FY 2010/11 Public Works budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve a contract with J & S Striping Company, Inc., for IFB No. S-1068-A to provide as-needed street striping, curb painting and sign installation service, in an amount not to exceed \$225,017.50 per year;
- Authorize the City Manager to execute the contract and any amendments to the contract; and
- Authorize the Finance Director to appropriate \$16,000.00 to the FY 2010/11 Public Works budget.

  
KEITH G. JONES  
Public Works Director

  
By: Mark Ladney  
Senior Program Specialist

Attachment: Contract

Recommended for Approval

  
Matthew Fertal  
City Manager

**SECTION 4 - AGREEMENT**

**PROJECT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2011 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **J & S Striping 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 to Furnish all Labor, Material, and Equipment for Street Striping and Curb Painting Services on an as-needed basis.

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

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows:  
Compensation under this agreement shall be a Not to exceed (NTE) amount of two hundred twenty five thousand seventeen dollars and 50/100 (\$225,017.50), for the first year, of which \$50,100.00 is for Optional Item B, payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with Bid No. S-1068-A and the Technical Specification (Attachment "A"), which is attached and is hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, 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 of refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 4.3 Project.** The PROJECT is described as: Furnish all Labor, Material, and Equipment for Street Striping and Curb Painting Services on an as-needed basis.
- 4.4 Plans and Specifications.** The work to be done is described in a set of detailed Plans and Specifications entitled: Furnish all Labor, Material, and Equipment for Street Striping and Curb Painting Services on an as-needed basis. Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.
- 4.5 Time of Commencement and Completion.** The performance period shall be for one year from date of award of bid, with an option to extend said agreement for an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. The completion dates shall include any material delivery.
- 4.6 Time is of the Essence.** Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors

and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

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

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

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

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

**4.9 Changes in Project.**

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

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

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

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

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

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

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

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

Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns 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 Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

**4.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public 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 thereunder 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 approve 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 a certificate 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 be in 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)

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; <b>(Claims made and modified policies are not acceptable)</b>	\$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; <b>(Claims made and modified policies are not acceptable).</b>	\$1,000,000 combined single limit

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.

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.

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates of insurance and endorsements.

CONTRACTOR shall pay all of the premiums on the insurance hereinabove and is required to maintain such insurance coverage during the term of the contract.

**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 expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

**4.18 Termination.**

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

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

**4.18.3** Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

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

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

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

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

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

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

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

To CONTRACTOR: J & S Striping Co., Inc.  
                                  Attention: Robert Aragon, President  
                                  1544 S. Vineyard Avenue  
                                  Ontario, CA 91761

||||

||||

||||

||||

||||

(Agreement Signature Block On Next Page)

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

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**J & S Striping Co., Inc**

Contractor's State Lic. No. 538211

Expiration Date: Aug 2011

By: Robert Aragon *RLA*

Title: President

Date: January 26, 2011

Tax ID No. 95-3463575

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:**

*Jamie H. Eggen*  
\_\_\_\_\_  
Garden Grove City Attorney

**ATTACHMENT "A"**

**CITY OF GARDEN GROVE**

**Bid No. S-1068-A**

**TECHNICAL SPECIFICATIONS FOR:**

**Furnish all Labor, Material, and Equipment for  
Street Striping and Curb Painting Services on an as-  
needed basis**



**IFB No. S-1068-A**  
**CITY OF GARDEN GROVE**  
**SCOPE OF WORK**  
**TRAFFIC STRIPING AND PAVEMENT MARKINGS**

**I. GENERAL**

**A. Term of Contract**

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

**B. Specifications**

The work embraced herein shall be done in accordance with the Standard Specifications of the State of California, Department of Transportation, latest adopted copy, insofar as the same may apply, and in accordance with the following provisions: In connection with Section 7-1.08 and Section 7-1.09 of Section 7 of said 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), the Contractor shall provide, install and maintain all necessary signs, lights, flares, barricades, arrow boards, flagmen, and other facilities for directing the movement of traffic through the work. Full compensation for conforming to these special 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.

Striping shall conform to Section 210, "Paint and Protective Coatings," and Subsection 310-5.6, "Painting, Traffic Striping, Pavement Markings, and Curb Markings," of the Standard Specifications, and the current California Manual on Uniform Traffic Control Devices (MUTCD).

**C. Description of Work**

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

1. The kind of material, paint or pavement markers, to be applied will be designated in the contract item, specified in the special provisions, or shown on the plans.

2. For the purposes of this contract "Traffic Striping and Pavement Markings," traffic stripes (traffic lines) are defined as longitudinal centerlines and lanelines which separate traffic lanes in the same or opposing direction of travel, and longitudinal edgelines 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 (stoplines), crosswalk lines, shoulder markings, parking stall markings, and railroad grade crossing markings.

## II. CONSTRUCTION DETAILS

### A. Control of Alignment and Layout

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

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

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

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

### B. Tolerances and Appearances

The Contractor shall perform all layout, alignment and spotting.

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

Completed traffic stripes shall have clean and well-defined edges without running or deformation, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than  $\frac{1}{4}$  inch on tangent nor more than  $\frac{1}{2}$  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 ½ inch in 50 feet from the alignment shown on the plans.

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

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

Drips, overspray, improper markings, and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the City. Ragged ends of segments, fogginess along the sides or objectionable dribbling along the unpainted portions of the stripe shall be removed to the satisfaction of the City. When 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.

- C. **Paint Spills, Defective Workmanship and Environmental Compliance**  
The Contractor will have ten (10) working days to clean up or correct any unsatisfactory work. Removal of paint shall be done by water blasting or wet sandblasting. Removal of thermoplastic shall be done by grinding. After sandblasting and grinding, area will be cleaned. The City shall after ten (10) working days retain the right to either call in another Contractor or to perform the work with City forces; and to bill the Contractor time and material charges plus 30 percent for overhead or contract cost plus 15 percent for overhead.  
Contractor is also responsible to be NPDES compliant. Contractor is to clean up all paint spills and implement Best Management Practices to keep all materials out of the storm drain system, including excess glass beads.

Protection from Damage:

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

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

D. Application Rate and Requirements

Application: Paint and beads shall be applied at the following rates and in conformance with the following requirements:

The rate of application of paint and beads:

15 mil + 2 mil wet film thickness

Six (6) to eight (8) pounds of beads per gallon of applied paint

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.

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

Mixing and application equipment shall be in accordance with Section 310-5.6.3 of the Standard Specifications for Public Works Construction (Green Book).

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.

Paint shall be applied in two (2) equal thicknesses totaling the minimum required wet film thickness indicated in Subsection 310-5.6.5, "Traffic Stripes and Markings," of the Standard Specifications for Public Works Construction. A minimum period of 14 days shall be allowed between the two applications of striping, or as directed by the City.

E. Materials

Waterborne Paint: The paint to be used on all work done under this contract shall be the following, or equivalent, as approved in writing by the City. All products used must be on the State of California, Department of Transportation Qualified Products List (QPL).

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 addition of the California MUTCD.

F. Pavement Markers

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

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

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

Payment: The contract unit prices paid for reflective and non-reflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in furnishing and placing pavement markers, complete in place, including adhesives, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the City.

G. Pavement Delineation and Pavement Marking Removal

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

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

H. Sweeper

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

III. WORK OPERATIONS AND BILLING

A. Scope

In general, the City will issue a computer printout for the annual restriping requirements at the beginning of the contract year. The Contractor can schedule this work to suit as long as all work is completed by May 31 of the following year or as directed by the City. Engineering Department work orders for new striping or modifications to existing striping will be randomly issued and will have specific completion dates. In addition, there will normally be one sealing project per year.

B. Time of Completion

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

Grove reserves the right to designate the amount and location of work to be done from time to time under these specifications.

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

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

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

- D. **Billing and Payment**

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

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

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

Item 21 on the bid list. Stop and 16-foot limit bar will be invoiced and paid as one item. All "stop and bars," regardless of limit bar length, will be treated in this manner.

Currently the City issues a computer printout or work order for striping work to be completed. The Contractor will return completed portions of the computer printout and/or work orders with an invoice for each completed billing period. If a billing method other than the aforementioned is used, an itemized list of the completed work showing map number, location, category, quantity and completion date exactly corresponding to that same item on the issued work order will be required. The Contractor shall complete the requested work

within the time period designated by the City and submit written billing within thirty (30) days of completion. The written billing shall be not less than two (2) copies.

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

#### IV. SIGNS

##### A. DESCRIPTION OF WORK

1. As stated on the bid sheet, sign installation shall be bid as optional and may or may not become part of the contract at the discretion of the City.
2. Installation/replacement of all signs shall conform to the California MUTCD.
3. 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 meet MUTCD standards for retro-reflectivity and have 3M 1160 anti-graffiti sheeting (or equivalent) applied to the front side of the sign. Contractor shall use two inch square channel posts and related anchors when installing signs in a new location.
4. 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.



**ATTACHMENT "A"**

ADDENDUM No. 2

Covering

**CHANGE IN SPECIFICATIONS AND/OR PLANS**

Date Issued: January 18, 2011

Date Effective: January 18, 2011

IFB No. S-1068-A

Contract: Furnish all Labor, Material, and Equipment for Street Striping and Curb Painting Services on an as-needed basis.

**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. Question raised during the pre-bid meeting on January 5, 2011.

**Question:** Please clarify the terms of use for street sweepers.

**Answer:** It is the City's position that street sweepers used in this contact shall be in compliance with SCAQMD Rule 1186, as stated in the scope of work within the bid document.

3. 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 B**  
**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 to: Furnish all Labor, Material, and Equipment for Street Striping and Curb Painting Services on an as-needed basis. Quantities indicated are the City's best estimate of the total quantities required during the performance period, but actual quantities required may be greater or less than those indicated below. Therefore the successful bidder shall agree to hold quoted line item prices firm during the performance period, whether total purchase quantities are greater or less than the quantities estimated.

Lead-time for this service is critical. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed"

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

A) Total Bid Amount for **Required Items** (1-32) \$ 174,917.50  
TOTAL PRICE one hundred seventy four thousand nine hundred seventeen and 50/100  
(Amount written in words) Note: In case of discrepancy between the words and figures, the words prevail.

B) Total Bid Amount for **Optional Items** (1-5) \$ 50,100  
TOTAL PRICE FOR OPTIONAL ITEMS fifty thousand one hundred and 00/100  
(Amount written in words) Note: In case of discrepancy between the words and figures, the words prevail.

The optional items in Item B above will not be used to determine the lowest responsible bidder. These optional items are discretionary items, which may or may not be included in the contract and are subject to availability of funds.

It is understood and agreed that:

- V 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.
- V CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.

(c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other

bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

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

<u>Amendment No.</u>	<u>Date</u>
<u>1</u>	<u>1/13/2011</u>
<u>2</u>	<u>1/18/2011</u>

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

Check below where appropriate:

Partnership: That \_\_\_\_\_ are partners, doing business under the \_\_\_\_\_ (Names of all Partners) firm name of \_\_\_\_\_ and that the co-partnership makes the accompanying proposal.

Corporation: That Robert Aragon, President of J+S Striping Co Inc make the accompanying proposal. (President or Secretary) (Name of Corporation)

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

Date: 1/20/2011 J+S Striping Co Inc  
Company Name

1544 S. Vineyard Ave  
Address

Ontario, CA 91761  
City - State - Zip

909/947-8073  
Telephone

538211  
California Contractors License Number

Robert Aragon  
Bidder's Name (Please Print)

X [Signature]  
Authorized Signature

(ATTACHMENT "B" CONTINUED)

BID PRICING SHEET  
STREET STRIPING AND CURB PAINTING SERVICES

NOTE: Approximate equivalent or quantities of work are estimated.

Item	Estimated Quantity	Item With Unit Price Written In Words	Unit Measure	Unit Price	Est. Total
1.	60,000 LF	4" Broken Lane Line	PER LF	\$ <u>0.06</u>	\$ <u>3,600.00</u>
2.	3,000 LF	4" Solid Lane Line	PER LF	\$ <u>0.06</u>	\$ <u>180.00</u>
3.	30,000 LF	4" Double Solid Line with 3" Solid Black Line	PER LF	\$ <u>0.10</u>	\$ <u>3,000.00</u>
4.	10,000 LF	4" Solid Lane Line with 3" Solid Black Line With 4" Broken Lane Line (Continuous left-turn pocket)	PER LF	\$ <u>0.10</u>	\$ <u>1,000.00</u>
5.	14,000 LF	8" Solid White Line	PER LF	\$ <u>0.09</u>	\$ <u>1,260.00</u>
6.	30,000 LF	6" Solid White Line	PER LF	\$ <u>0.07</u>	\$ <u>2,100.00</u>
7.	60,000 LF	Painted 12" Crosswalk & Limit Bar Lines	PER LF	\$ <u>0.84</u>	\$ <u>50,400.00</u>
8.	8 EA	R X R Marking	PER EA	\$ <u>60.00</u>	\$ <u>480.00</u>
9.	1000 EA	Large Turn Arrows	PER EA	\$ <u>8.20</u>	\$ <u>8,200.00</u>
10.	3,000 EA	8" Letter Legend	PER EA	\$ <u>6.25</u>	\$ <u>18,750.00</u>
11.	30 EA	12"-18" Letter Legend	PER EA	\$ <u>1.75</u>	\$ <u>52.50</u>
12.	8,000 LF	Curb Painting (Red, Green, Yellow, White, or Blue)	PER LF	\$ <u>0.82</u>	\$ <u>6,560.00</u>

Item	Estimated Quantity	Item With Unit Price Written In Words	Unit Measure	Unit Price	Est. Total
13.	15 EA	Parking "T"	PER EA	\$ <u>3.00</u>	\$ <u>45.00</u>
14.	1,000 EA	4' Parking Lot Line With Layout	PER LF	\$ <u>0.45</u>	\$ <u>450.00</u>
15.	1,000 EA	4' Parking Lot Line With No Layout	PER LF	\$ <u>0.40</u>	\$ <u>400.00</u>
16.	800 LF	Paint Blackout	PER LF	\$ <u>0.40</u>	\$ <u>320.00</u>
17.	10 EA	White Handicapped Symbol with Blue Background	PER EA	\$ <u>45.00</u>	\$ <u>450.00</u>
18.	6,000 EA	Yellow or White Non-reflective Pavement Marker -Ceramic	PER EA	\$ <u>0.80</u>	\$ <u>4800.00</u>
19.	1,000 EA	Yellow or White Reflectorized Markers, One-Way	PER EA	\$ <u>2.40</u>	\$ <u>2400.00</u>
20.	1,000 EA	Yellow, White, or Blue Reflectorized Pavement Markers, Two-Way	PER EA	\$ <u>2.40</u>	\$ <u>2,400.00</u>
21.	600 SF	Removal of Painted Lines, legends, or symbols by grinding. Square footage of legends shall be determined by using California State Division of Highways calculations for standard pavement stencils	PER SF	\$ <u>1.95</u>	\$ <u>1170.00</u>
22.	25 HR	Miscellaneous Sandblasting for Paint Removal	PER HR	\$ <u>280.00</u>	\$ <u>7,000.00</u>
23.	100 EA	Removal of any raised pavement markers	PER EA	\$ <u>0.75</u>	\$ <u>75.00</u>

Item	Estimated Quantity	Item With Unit Price Written In Words	Unit Measure	Unit Price	Est. Total
24.	600 EA	"STOP" and 16-foot Limit Bar	PER EA	\$ <u>38.00</u>	\$ <u>22,800.00</u>
25.	30,000 LF	International Crosswalk Yellow 12" Crosswalk Walk with 24" yellow cross hatching	PER LF	\$ <u>0.90</u>	\$ <u>27,000.00</u>
26.	25 EA	4" White Bike Lane Letters and White Bike Lane Arrow/Legend	PER EA	\$ <u>18.00</u>	\$ <u>450.00</u>
27.	10 HR	Sweeper Rental	PER HR	\$ <u>140.00</u>	\$ <u>1,400.00</u>
28.	1,500 EA	Replace Divots with Hot Melt Bituminous Material	PER EA	\$ <u>0.50</u>	\$ <u>750.00</u>
29.	500 LF	12' Thermoplastic Bar	PER LF	\$ <u>2.25</u>	\$ <u>1,125.00</u>
30.	100 EA	Thermoplastic 8' Letter	PER EA	\$ <u>28.00</u>	\$ <u>2,800.00</u>
31.	25 EA	Thermoplastic Arrows	PER EA	\$ <u>40.00</u>	\$ <u>1,000.00</u>
32.	25,000 LF	Layout	PER LF	\$ <u>0.10</u>	\$ <u>2,500.00</u>
TOTAL ESTIMATED COST FIRST YEAR				\$	<u>174,917.50</u>

THE FOLLOWING ITEM SHALL BE BID AS OPTIONAL AND MAY OR MAY NOT BECOME PART OF THE CONTRACT AT THE DISCRETION OF THE CITY. THESE FIVE (5) ITEMS WILL NOT BE USED TO DETERMINE THE LOWEST BID.

1.	100-500 EA	Replace and Install Road Signs on existing post (Sign provided by the City; labor and tools to be supplied by the Contractor)	PER EA	\$ <u>44.00</u>	\$ <u>4,400.00</u>
----	------------	---	--------	-----------------	--------------------

Item	Estimated Quantity	Item With Unit Price Written In Words	Unit Measure	Unit Price	Est. Total
2.	100-500 EA	Replace and Install Road Signs on existing post (Materials, labor and tools to be supplied by the Contractor)	PER EA	\$ <u>92.00</u>	\$ <u>9,200.00</u>
3.	100 EA	Install Road Signs with Anchored Pole (Sign, post, anchor, and rivets to be provided by the City, labor and tools to be supplied by the Contractor)	PER EA	\$ <u>87.00</u>	\$ <u>8,700.00</u>
4.	100 EA	Install Road Signs with Anchored Pole (Sign provided by City; sign post/anchor, labor, tools and related to be supplied by the Contractor)	PER EA	\$ <u>120.00</u>	\$ <u>12,000.00</u>
5.	100 EA	Install Road Signs with Anchored Pole (All materials, labor and tools to be supplied by the Contractor)	PER EA	\$ <u>158.00</u>	\$ <u>15,800.00</u>