


File

CITY OF COSTA MESA
Maintenance Services Division
INTEROFFICE MEMORANDUM

TO: City Clerk
FROM:  Marian Stueve, Administrative Secretary
DATE: February 15, 2013
SUBJECT: PSA – Superior Pavement Markings

Please find attached for your retention, an original Amendment Number One to Professional Services Agreement between the City of Costa Mesa and Superior Pavement Markings, Inc. for Traffic Striping and Pavement Marking Services.

I have sent an original to Superior Pavement Markings, Inc.

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR TRAFFIC STRIPING AND PAVEMENT MARKING SERVICES**

This Amendment is made and entered into this 21st day of February, 2013 (“Effective Date”) by and between the CITY OF COSTA MESA, a municipal corporation (“City”) and SUPERIOR PAVEMENT MARKINGS, INC., a California corporation (“Consultant”).

WHEREAS, Consultant and City entered into an agreement on February 21, 2012, for Consultant to perform traffic striping and pavement marking services (the “Agreement”); and

WHEREAS, the term of Consultant and City’s Agreement expires on February 20, 2013; and

WHEREAS, the Agreement contained a provision for four (4) additional one (1) year extensions at City’s option; and

WHEREAS, the City and Consultant now desire to extend the term of the Agreement and provide an increase in the compensation limit from \$119,156.50 to a not-to-be-exceeded amount of \$150,000.00;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2.1 of the Agreement is deleted in its entirety and replaced by the following:

2.1. Compensation. As compensation for the provision of services outlined in Exhibit “A” and in accordance with this Agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “B,” attached hereto and incorporated by reference. Consultant’s total compensation shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

2. Section 4.1 of the Agreement is deleted in its entirety and replaced by the following:

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on February 20, 2014, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Parties will have the option to renew up to three (3) one (1) year periods.

3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment and previous Amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,
A municipal corporation



Chief Executive Officer

Date: 2/7/13



Deputy

Date: 2-5-13

SUPERIOR PAVEMENT MARKINGS, INC.,



Signature

Date: 1/14/13

DARREN VELIZ SECRETARY
Name and Title

APPROVED AS TO CONTENT:



Project Manager

Date: 1-15-2012

APPROVED AS TO FORM:



City Attorney

Date: 02/06/13