

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
SUPERIOR PAVEMENT MARKINGS, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of December, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SUPERIOR PAVEMENT MARKINGS, INC., a California corporation ("Contractor").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide street striping and thermoplastic marking services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. WHEREAS, City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the services described in the City's Invitation for Bid ("IFB"), attached hereto as Exhibit "A," and Contractor's response to City's IFB (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

- (a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).
- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep 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 Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's annual compensation shall not exceed One Hundred Ninety-Three Thousand Seven Hundred Eighty-Six Dollars and Forty-One Cents (\$193,786.41).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of

such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on December 6, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated

"A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Superior Pavement Markings, Inc.  
5312 Cypress Street  
Cypress, CA 90630  
Tel: (714) 995-9100  
Attn: Darren Veltz

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-7472  
Attn: Paul Mackinen

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action,

complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and



subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy

in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.


6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR**

  
\_\_\_\_\_  
Signature

Date: 12/9/21


Darren Veltz CFO  
\_\_\_\_\_  
[Name and Title]

  
\_\_\_\_\_  
Signature

Date: 12/9/21

Robert Garcia VP  
\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: 11/13/2022

ATTEST:

Brenda Green 1/13/2022

Brenda Green  
City Clerk



APPROVED AS TO FORM:

[Signature] KA

Kimberly Hall Barlow  
City Attorney

Date: 1/13/22

APPROVED AS TO INSURANCE:

[Signature]

Ruth Wang  
Risk Management

Date: 12/20/21

APPROVED AS TO CONTENT:

[Signature]

Paul Mackinen  
Project Manager

Date: 12/22/21

DEPARTMENTAL APPROVAL:

[Signature]

Raja Sethuraman  
Public Services Director

Date: 12/22/21

APPROVED AS TO PURCHASING:

[Signature]

Carol Molina  
Finance Director

Date: December 17, 2021

**EXHIBIT A**  
**INVITATION FOR BID**



**INVITATION FOR BID**

**FOR**

**STREET STRIPING & THERMOPLASTIC MARKINGS**

**IFB NO. 22-09**



**Public Services Department**

**CITY OF COSTA MESA**

**October 8, 2021**

## STREET STRIPING & THERMOPLASTIC MARKINGS IFB NO. 22-09

The City of Costa Mesa (hereinafter referred to as the "City") is requesting bids from a qualified public entity or private firm, to establish a contract for Street Striping & Thermoplastic Marking Services. The term is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the Bidder's submission regarding use of City facilities and equipment.

### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$136 million and a total budget of over \$163 million for fiscal year 2020-2021.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

**1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. **Bidders are not to contact other City personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** Any City response relevant to this IFB other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Bid Validity:** Bids will be valid for a period of 120 days after the IFB closing date.
3. **Schedule of Events:** The invitation for bid will be governed by the following schedule:

<b>Release of IFB</b>	<b>October 8, 2021</b>
<b>Deadline for Written Questions</b>	<b>October 18, 2021</b>
<b>Responses to Questions Posted on City's Website</b>	<b>October 20, 2021</b>
<b>Bids Due</b>	<b>October 25, 2021</b>
<b>Approval of Contract</b>	<b>TBD</b>

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the sample professional services agreement, conditions and **Scope of Work, (Appendix A)**. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the agreement. The sample agreement contained in this solicitation is the proposed agreement for execution. Upon award, awarded Bidder will be required to sign and submit contract for execution.
2. **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Bid. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
3. **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, (Appendix A)** of this IFB.
4. **Bid (Appendix B):**
  - Bid prices quoted shall be firm for the full term of the contract. The bid price(s) shall include all fees, including, shipping, freight, transportation, travel and any other fees. **No additional compensation will be allowed.**
  - Bid prices offered shall reflect all addendum(s) issued by the City.
  - Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.
  - The City will only consider firm price bids.
  - The net amount of profit will remain firm during the period of the contract. Contract adjustments which increase Contractor's profit will not be allowed.
  - All price/rate decreases will automatically be extended to the City.

- Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the City.
5. **Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the City, and the City reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a City standards committee that only one brand can meet the City's requirements, "**no exceptions**" shall be noted in the specifications.
6. **Accuracy of Bids:** Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Bidders:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
- Preparing its bid in response to this IFB;
  - Submitting that bid to the City;
  - Negotiating with the City any matter related to the bid; and,
  - Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.
8. **Submission of Bids:** Complete written Bids must be submitted electronically in PDF file format via the planetbids.com website not later than **10:00 a.m. (P.S.T) on October 25, 2021**. Bids will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Bids will not be accepted. **NO EXCEPTIONS.**



9. **Inquiries:** Questions about this IFB must be posted in the Q & A tab on Planetbids no later than **October 18, 2021 at 3:00 P.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this IFB prior to the Bid due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this IFB is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this IFB with any City employee other than the contracting officer listed above regarding this IFB. The City reserves the right to reject any Bid for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

10. **Conditions for Bid Acceptance:** This IFB does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all bids received as a result of this IFB or to cancel this IFB in part or in its entirety. The City may waive any irregularity in any bid. All bids will become the property of the City of Costa Mesa. If any proprietary information is contained in the bid, it should be clearly identified by Bidder

#### 11. **Acceptance/Rejection/Award**

- Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The City shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the City.
- The lowest, responsive and responsible, Bidder will be recommended for contract award.
- Bids will be reviewed by the City for responsiveness to all requirements. The City has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- Only those responsible and responsive bids that meet all solicitation requirements and specifications, shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- Please take notice that non-acceptance of City terms and conditions may deem a bid non-responsive. The City will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.

- By submitting a response to this solicitation, Bidders agree to accept the decision of the City as final.

**12. Checklist of Forms to Accompany Bid:** As a convenience to Bidders, following is a list of the Form, (Appendix D) included in this IFB, which should be included with Bids:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution

**13. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the bid procedure, which are apparent or reasonably should have been discovered prior to receipt of bids shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of bids. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the bids, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Bidder decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

- a. **Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
- The name, address and telephone number of the protester;
  - The signature of the protester or the protester's representative;
  - The solicitation or contract number;
  - A detailed statement of the legal and/or factual grounds for the protest; and
  - The form of relief requested.

**14. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from

disclosure by law, the content of any request for explanation, exception, or substitution, response to this IFB, protest, or any other written communication between the City and Bidder, shall be available to the public. The City intends to release all public portions of bid submissions following the evaluation process at such time as a recommendation is made to the City Council.

If Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Bidder may not designate its entire bid as confidential nor designate its Price Bid as confidential.

Submission of a bid shall indicate that, if Bidder requests that the City withhold from disclosure information identified as confidential, and the City complies with the Bidder's request, Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees and costs that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to the withholding of Bidder information. Bidder shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Bidder information. If Bidder does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 15. Ex Parte Communications:** Bidders' representatives should not communicate with the City Council members about this IFB. In addition, Bidders, and Bidders' representatives, should not communicate outside the procedures set forth in this IFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the IFB facilitator, regarding this IFB until after contract award. This solicitation requires due process and therefore set-forth herein must be explicitly complied with. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Bidder" or "Bidder's representative" includes all of the Bidder's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Bidder's bid, and any individual or entity who has been requested by the Bidder to contact the City on the Bidder's behalf. Bidders shall include the Ex Parte Communications form (**Appendix D**) with their bids certifying that they have not had or directed prohibited communications as described in this section.

- 16. Conflict of Interest:** The Bidder warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code, Sections 1090, et seq., or sections 87100 et seq., during the performance of services under any contract awarded. The Bidder further covenants that it will not knowingly employ any person having such an interest in the performance of any

Agreement awarded. Violation of this provision may result in any awarded contract being deemed void and unenforceable.

**17. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Bidder from acting on behalf of the City, the City requires that all Bidders disclose in their bids any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Bidder shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past 12 months using the attached "Disclosure of Government Positions Form." (Appendix D)

**18. Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as Appendix C, but may be modified to suit the specific services and needs of the City. **If a Bidder has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Bid. Otherwise, the Bidder will be deemed to have accepted the form of Agreement.**

**19. Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:**

- **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**20. Disqualification Questionnaire:** Bidders shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Bidder, any officer of a Bidder, or any employee of a Bidder who has a proprietary interest in the Bidder, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A bid may be rejected on the basis of a Bidder, any officer or employee of such Bidder, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See (Appendix D).

**21. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's. Proposers should check this web page daily for new information.

## APPENDIX A

### SCOPE OF WORK

**DESCRIPTION OF WORK:** The work is to be performed on various streets and shall include, but not be limited to: painting of traffic lanes, bicycle lanes, guidelines, application of thermoplastic messages and markings, and other traffic markings as designated and/or required by the City of Costa Mesa. Contractor is to provide all equipment, labor, materials and services as may be necessary for completing the work identified in the Scope of Work and Standards.

**LOCATION OF WORK:** The work to be performed is located in the City of Costa Mesa, County of Orange, on various streets, **Street Striping Inventory, (Exhibit 1)**, to be assigned by City representative.

**MINIMUM QUALIFICATIONS:** Bidders must demonstrate that they have the resources, capacity and capability to provide the materials and services described herein. **All bidders shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.**

- Bidders must demonstrate they have been in business providing similar service for at least the last three (3) years.
- Bidders shall provide, at a minimum, references and descriptions of three (3) projects that are similar in nature and have been completed within the last two (2) years. These references shall indicate the firm, contact information, and a thorough description of the services performed.
- Bidders must be bonded and must provide proof of bonding.

**LICENSE REQUIREMENT:** **Prime Contractor must possess a valid Class A or C31 & C32 license prior to award of contract.** In accordance with the California Public Contract Code 20103.5, if and when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the State.

**SCOPE OF WORK AND STANDARDS:** The contractor shall provide all labor, supervision, equipment, materials and supplies needed for painting traffic lanes, bicycle lanes, guidelines, and other traffic markings as designated and/or required by the City of Costa Mesa. Contractor is to provide all equipment, labor and services as may be necessary for completing the work identified in the Scope of Work. The City reserves the right at any time to purchase supplies from another source without affecting other terms of the contract.

The Contractor shall comply with the California Manual on Uniform Traffic Control Devices (CAL-MUTCD) standards, the Work Area Traffic Control Handbook (WATCH) and all State and City regulations and guidelines regarding traffic control, traffic coning, warning devices and procedures.

The contractor must respond to a work order request no later than 5 business days from the time of receiving the work request. The contractor will notify the City Representative of accepting or declining the work order and must be able to start the work request within 15 days of acceptance. The work order will be completed within 30 working days of start date, unless otherwise specified in the work order. If the contractor is not able to respond within the specified time, the City shall reserve the right to utilize a secondary contractor.

Working hours shall be between 7:00 a.m. and 4:00 p.m. on non-arterial streets. Work on arterial streets can be performed at any time when pre-approved by the City of Costa Mesa's Representative.

All materials, equipment utilized and work performed under this contract shall conform to Caltrans Standard Plans and Specifications (May 2010) and California State Specification PTWB-01R2 (March 2010) and be subject to inspection and approval by the City's Representative.

No personnel shall be employed on any work under these specifications that are found to be incompetent, disorderly, troublesome, intemperate, or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the City's Representative, shall be immediately removed from work on the City contract.

Damage caused to public or private improvements by the Contractor's operations shall be repaired or replaced at the City's direction to the satisfaction of the City's Representative, and at no cost to the City.

**Striping:** All striping shall conform to the CAL-MUTCD standards. A standard lane line and center line pattern is normally a 24-foot (7.27m) cycle of which seven (7) feet (2.12m) are painted and 17 feet (5.15m) are unpainted. Two-way left turn lanes are a solid yellow outside stripe and a 12-foot (3.65m) yellow dashed stripe with a 36-foot (10.9m) unpainted gap. However, the machine shall be equipped to produce a variable skip pattern, including simultaneous painting of a broken line on one side and a solid line on the other side of a multiple stripe. An acceptable tolerance in the skip pattern is plus or minus four inches (4") (100mm).

The striping shall be applied using a three-gun application consisting of one black and two yellow spray guns operating simultaneously or individually. The application equipment shall also be capable of operating two white guns simultaneously. The striping machine shall have a wheelbase of sufficient length to produce a straight line to meet the straightness tolerance specified in subsection for layout, alignment, and spotting. The machine must also be capable of producing curved lines without abrupt breaks.

The rate of application of paint and beads should be:

- Broken 4" single stripes, 6 to 6.5 gallons per mile.

- Solid 4" single stripes, 17 to 18 gallons per mile.
- Six pounds of beads per gallon of paint.

All paint shall be applied within the temperature range specified as recommended by the paint manufacturer for the material being tested. Paint shall be applied only when the pavement surface is dry and clean, when the ambient air temperature is above 40 degrees Fahrenheit and the weather is not windy, foggy or humid.

**Equipment / Equipment Capabilities:** All equipment required to perform the work shall be approved in advance by the City's Representative, and shall include such apparatus as brushes, brooms, compressors, air blowers to properly clean the pavement surface, a mechanical marking machine or hydraulic paint pumps, a bead dispensing device, auxiliary hand spray paint equipment, paint rollers, or other equipment as may be necessary to satisfactorily complete the work.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

The striping machine shall be an approved spray-type marking machine suitable for applying traffic paint. It shall have sufficient paint capacity for each color with adequate air or hydraulic pressure to perform the work satisfactorily without stopping. The machine shall produce a uniform film thickness and cross-section at the required coverage and shall produce markings with clean-cut edges without running or spattering. The machine must be capable of being guided within the straightness tolerances set forth in these specifications. The machine shall have suitable adjustments for painting the line width specified and, when required, shall be equipped with an automatic cycling device to produce intermittent (skip) lines. Any rapid dry paint shall be applied only by airless-type equipment.

The striping machine shall have sufficient warning lights, including arrow board warning in advance of lane closures or work being done in the roadway. The arrow board shall be a minimum size of 48 inches in width by 96 inches in height and capable of flashing an arrow between 30 and 45 complete cycles per minute in each of the operational modes. The arrow board must be capable of four operational modes; left arrow, right arrow, left and right arrow, and caution. The arrow boards must be equipped with both an automatic and manual dimming device. The arrow board shall be used at all times when striping or lane closure is on an arterial street. The CAL-MUTCD standards and WATCH handbook shall be used as a guide for proper sign and delineation. Contractor shall use sufficient cones to avoid improper tracking of wet paint by vehicles and/or pedestrians. The contractor shall have equipment and the capability to work at night, if requested, so as to avoid traffic congestion during the day.

**Materials:** All materials used shall be formulated for street striping and traffic marking purposes and approved by the City of Costa Mesa. A complete list of product specifications and material safety data sheets shall be attached to the proposal and become a part of the specification document. The materials to be used on all work performed under this contract shall be ready mixed, one-component, waterborne acrylic traffic paint, and shall conform to State Specifications

cited in Caltrans Standard Specifications, Section 84-3.02 and Department of Transportation specification PTWB-01R2. Failure to comply with this section may be cause for rejection of any proposal or cancellation of any contract.

**Thermoplastic Pavement Markings:** All pavement legends shall conform to CAL-MUCTD standards. Arrow, and symbols shall be per CSP Nos. A24A-E. All crosswalks at signalized intersections with wheelchair ramps shall be striped with a 5' diagonal (45°) cut-off at the curb return, as shown in CSASP No. 1130. Crosswalk stripes shall be 12 inches wide unless specified by Traffic Engineer.

**Equipment / Equipment Capabilities:** All equipment required to perform the work shall be approved in advance by the City's Representative, and shall include such apparatus as brushes, brooms, compressors, air blowers to properly clean the pavement surface. Thermoplastic shall be applied using a gravity extrusion or screed method.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

The thermoplastic machine shall be an approved gravity feed extrusion or screed type application system suitable for applying thermoplastic materials at temperature between 350°F and 400°F. The machine shall produce a uniform film thickness and cross-section at the required coverage and shall produce markings with clean-cut edges without running or spattering. The machine must be capable of being guided within the straightness tolerances set forth in these specifications. The machine shall have suitable adjustments to achieve specified width.

The thermoplastic installation setups shall have sufficient warning lights, including arrow board warning in advance of lane closures or work being done in the roadway. The arrow board shall be a minimum size of 48 inches in width by 96 inches in height and capable of flashing an arrow between 30 and 45 complete cycles per minute in each of the operational modes. The arrow board must be capable of four operational modes; left arrow, right arrow, left and right arrow, and caution. The arrow boards must be equipped with both an automatic and manual dimming device. The arrow board shall be used at all times when striping or lane closure is on an arterial street. The CAL-MUTCD standards and WATCH handbook shall be used as a guide for proper sign and delineation. Contractor shall use sufficient cones to avoid improper tracking of thermoplastic by vehicles and/or pedestrians. The Contractor shall have equipment and the capability to work at night, if requested, so as to avoid traffic congestion during the day.

**Materials:** All materials used shall conform to the provisions in Sections 84-1, "General", and 84-2 "Thermoplastic Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications and these special provisions. Specifications for glass beads in Caltrans Standard Specifications Section 84-2.02 "Materials" is amended to read "8010-21C-22 (Type n)". Glass beads shall be premixed within the thermoplastic material prior to application and also applied to the thermoplastic material immediately following the application of the striping. Thermoplastic material shall conform to the requirements of Caltrans Specification No. PTH 392BA, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow. The binder material shall be alkaloid.



Copies of the Caltrans Specification No. PTH 3928 are available from the Caltrans Transportation Laboratory, Sacramento, California.

Thin-mil thermoplastic material shall be applied by an extruded method in single uniform layer at the minimum thickness of 30 mils and not to exceed 45 mils. The Contractor shall adjust the thermoplastic application rate as necessary to achieve the thermoplastic application rate stated above prior to striping. Thin-mil thermoplastic material shall be applied to the pavement at a temperature between 350°F and 400°F, unless the manufacturer recommends a different temperature. Thermoplastic application rate tests (up to and including 5 thermoplastic application rate tests per day, including the thermoplastic application rate test at the start of each workday) may be conducted at random times and locations throughout each workday at the discretion of the Engineer.

**Testing:** The thermoplastic application rate shall be determined by passing the melter over a metal plate while the thermoplastic application system is operating. The flow of glass beads shall be stopped while passing over the metal plate. The City Representative shall measure thickness of the applied thermoplastic immediately after application of thermoplastic on the metal plate. Work shall not continue if the proper thickness of thermoplastic is not being applied. Adjustments and corrective measures shall be applied to ensure that the correct thickness of thermoplastic will be applied. Testing of the thermoplastic application rate, as described above, will be required following any adjustment to the thermoplastic application rate, thermoplastic applicator nozzles, or any other thermoplastic application equipment prior to commencement or re-commencement of striping. The initial testing and re-testing of thermoplastic application rates at any location shall be considered as a single thermoplastic application rate test.

**EXHIBIT 1**  
**STREET STRIPING INVENTORY SHEETS**

EXHIBIT SOW-A

STREET STRIPING INVENTORY SHEETS

ARTERIAL AND COLLECTOR STREET INVENTORY

LOCATION	8" WHITE	LANE LINE	4" EDGLINE	BIKE LANE	DBL YELLOW	2-WAY TRN. LN.	CENTER LINE	LANE DROP
E. 17TH ST, Tustin-Irvine	600	2525			520	1490		
E. 17TH ST, Santa Ana-Tustin	335	2335			370	1540		
E. 17TH ST, Orange-Santa Ana	530	2315			665	380		
E. 17TH ST, Newport-Orange	1310	3325			175	580		195
E. 17TH ST, Newport-Superior	910	620						300
W. 17TH ST	540	1270			1942	3696	1235	250
E. 19TH ST	765	1030	5500		670		3600	
W. 19TH ST, City Limit-Placentia	740	395	260		2055	3330		
W. 19TH ST, Placentia-Pomona	465	2370			600	930		
W. 19TH ST, Pomona-Anaheim	320	2605			490	870		
W. 19TH ST, Anaheim-Park	625	3275			295			265
W. 19TH ST, Park-Harbor	765	3945						
W. 19TH ST, Harbor-Newport	1125	4615						
ADAMS AV	12260	34760		14500	8500	1100		160
AIRPORT-LOOP-DR	535				530	1280		
AIRWAY AV	530				775	9030		
ARLINGTON DR	218	1200		5650	2200	4530		
BAKER, MVE - HARBOR	900	1110		6588	820	3460		480
BAKER, HARBOR- COLLEGE	715	1440			410	1040		
BAKER, COLLEGE-FAIRVIEW	1245	4700			980	1710		232
BAKER, FAIRVIEW-BEAR	2390	7405		5080	2075	2875		185
BAKER, BEAR-BRISTOL	795	4970		4220	2045	2520		
BAKER, BRISTOL-RED HILL	1720	6600			600	2020		150
BAKER, RED HILL-AIRWAY	160	330			280	1280		
W. BAY ST, Harbor- Newport	100				300		1510	
BAY ST, BRIDGE OVER 55 FWY	340			390	165			
BEAR ST, Sunflower-So. Coast	1600	4340		1120				220
BEAR ST, So. Coast- Metro Pointe	590	1560		690				
BEAR ST, Metro Pointe-Paulatino	710	6700		690	2640	1310		

BEAR ST, Paularino-Baker	1960	1730			1125	90	210
BEAR ST, Baker-Bristol	290		1230		2395	2050	
BRISTOL ST, sb Newport-Redhill/SA		11400			2470	3568	
BRISTOL ST, Randolph-sb Newport	390	6320			980	1050	
BRISTOL ST, Baker-Randolph	760	4720			410	1545	

ARTERIAL AND COLLECTOR STREET INVENTORY

LOCATION	8" WHITE	LANE LINE	4" EDG LINE	BIKE LANE	DBL YELLOW	2-WAY TRN. LN.	CENTER LINE	LANE DROP
BRISTOL ST, Paularino-Baker	340	2870						
BRISTOL ST, Hotel Way-Paularino	575	2210						
BRISTOL ST, Anton-Hotel Way	2100	10160			300			305
BRISTOL ST, Sunflower-Anton		6795						
CALIFORNIA ST	400			9750	815	3716	465	
DEL MAR AV	385	880	2615		1025	805	975	
FAIR DR, Harbor- Fairview	1145	6150		5600	1310	3730		
FAIR DR, Fairview-Newport	2050	3085		3465	855	2450		1080
FAIR DR, Or 55 overpass bridge	710	600		1825	110			
FAIRVIEW RD, Npt.-Wilson	360	1855		1480	160	500		
FAIRVIEW, Wilson-Fair	830	9860		4510	80			225
FAIRVIEW, Fair-Merrimac	1360	9190		1825	250			
FAIRVIEW, Merrimac-Adams	3610	11000		3750				
FAIRVIEW, Adams-Baker	2312	2800		1250	120			
FAIRVIEW, Baker-McCormack	925	3170		1655				
FAIRVIEW, McCormack- So. Coast	3105	8440	438 yellow	2390				230
FAIRVIEW, So. Coast-Fairview	735	2970		2485				
FAIRVIEW BRIDGE n/b over 55		290	400 y & w					
GISLER AV W/O Harbor	1120	990		13825	3605	4040		
GISLER AV E/O Harbor	350				640			
HARBOR BLVD, Newport-19th	760	1270						
HARBOR BLVD, 19th-Bay	655	7105			880	2680		
HARBOR BLVD, Bay-Hamilton	190	1190			580	600		
HARBOR BLVD, Hamilton-Victoria	435	2260			875	180		
HARBOR BLVD, Victoria-Wilson	460	4860			690	1610		
HARBOR BLVD, Wilson-Fair	1385	4860			180			
HARBOR BLVD, Fair-Merrimac	960	3510			110			
HARBOR BLVD, Merrimac-Adams	1715	3465						190
HARBOR BLVD, Adams-Baker	1050	11635			310			
HARBOR BLVD, Baker-Nutmeg	700	2390						
HARBOR BLVD, Nutmeg-Gisler	630	10210						

HARBOR BLVD, Gisler-So. Coast	905	6490				190
HARBOR BLVD, So. Coast-Sunflower	1430	5010			575	
HARBOR BLVD, Sunflower-Macarthur	1560	8070			265	

ARTERIAL AND COLLECTOR STREET INVENTORY

LOCATION	8" WHITE	LANE LINE	4" EDG LINE	BIKE LANE	DBL YELLOW	2-WAY TRN. LN.	CENTER LINE	LANE DROP
HYLAND AV fr. Sunflower-Mac Arth	1150	4000		4030	1070	2200		
HYALND fr. Sunflower- So. Coast	100	1075		2650	860	1560		300
IRVINE AV, Holiday-16th St.		7130		7656				
MACARTHUR BL, Bridge-Harbor	1170	5200		1700	2185	1680		
MERRIMAC WAY	1490	6430		6430				
MESA DR, Newport-Santa Ana	210				1580	1890		
MESA DR, On bridge over 55	215	290		640	265			
MESA VERDE DR E&W	2410	17025			2333	2900		
n/b NEWPORT BL, s/o Walnut-Bay	300	1400		140				
n/b NEWPORT BL, Bay-22nd	365	1875		1630				165
n/b NEWPORT BL, 22nd-Wilson	735	2005		1610				
n/b NEWPORT BL, Wilson-Snta Isabel	50	450		450				
n/b NEWPORT BL, Snta Isabel-DeJ Mar	170	2510		2590				224
n/b NEWPORT BL, Del Mar-Mesa	230	1210		1210				
n/b NEWPORT BL, Mesa-Bristol	190	2805		2530				
s/b NEWPORT BL, Bristol-Mesa	645	4435		1600				
s/b NEWPORT BL, Mesa-Fair	300	3160						185
s/b NEWPORT BL, Fair-Vanguard	230	2560						
s/b NEWPORT BL, Vanguard-Wilson	480	995						170
s/b NEWPORT BL, Wilson-Fairview	395	235		930				125
s/b NEWPORT BL, Fairview-Victoria	525	1060						
s/b NEWPORT BL, Victoria-Bay	535	1895		1430				
s/b NEWPORT BL, Bay-Ford		525	1220	1000				300
ORANGE AV, E17th-Mesa	190				2225	380	8775	
PAULARINO, BEAR-BRISTOL	610			925	1275	465		
PAULARINO, BRISTOL-RED HILL	520	6570		6220	1295	3390		
PAULARINO, RED HILL-AIRWAY	400	1240			220	930		100
PLACENTIA AV, Adams-Estancia N.	1605	8785		16410	2665			410
PLACENTIA AV, Estancia N-Wilson	765	3845		3545				
PLACENTIA AV, Wilson-Victoria	300	2315		1880	490	1480		
PLACENTIA AV, Victoria-19th	813	6270		5290	808	4590		
PLACENTIA AV, 19th-18th	225	2240		1855	655	310		
PLACENTIA AV, 18th-17th	200	1350		2410	485	1930		
PLACENTIA AV, 17th-16th	270	2500		2485	200	1980		

ARTERIAL AND COLLECTOR STREET INVENTORY

LOCATION	8" LANE		4" EDG LINE	BIKE LANE	DBL YELLOW		2-WAY TRN. LN.	CENTER LINE	LANE DROP
	WHITE	LINE			BIKE LANE	YELLOW			
PLACENTIA AV, 16th-City Limit		570		290	155	260			
RANDOLPH AV, Baker-Bristol	310	1740			1000				
REDHILL AV	3965			13495	11425				
SOUTH COAST DR, Bear-Fairview	3000	7300		9085	745	3300			260
SOUTH COAST, Fairview-Susan	1095	3380		3420	120				
SOUTH COAST, Susan-Harbor	1040	2820		2220	300				
SOUTH COAST, Harbor-Hiland	840	620		2285	1510	680			850
SUNFLOWER, Cadillac-Harbor	505	6100		5300	1465	3940			
SUNFLOWER, Harbor-Susan	715	3325		2775	1055	340			
SUNFLOWER, Susan-Fairview	700	3390		3230	425	780			
SUNFLOWER, Fairview-Bear	2060	10240			2445	4795			
SUNFLOWER, Bristol-Main	2470	17280		6190					
SUPERIOR AV, Anaheim-16th/Industrial	625	3080	126		555	2320			
SUPERIOR AV, 16th/Industrial-City Limit	210	710			160	400			
VICTORIA ST, PLACENTIA - NPT. BL	2365	23415		11545	3255	8940			
VICTORIA ST, S.A. RIVER-PLACENTIA	8000			3655	1300	2700			
E WILSON ST					2320				
W WILSON ST	2275	1270	1200	5510	3305	8645	2700		
FOOTAGE TOTALS	120453	474175	10921	242214	101368	136370	19260		7956

TOTAL FOOTAGE OF STRIPING



**RESIDENTIAL AND ARTERIAL STRIPING  
INVENTORY BY STREET IN PAINT**

LOCATION		8"	LANE	4"	BIKE	DBL	2-WAY	CENTER	LANE
STRIPING INVENTORY BY STREET IN PAINT		WHITE	LINE	EDG LINE	LANE	YELLOW	TRN. LN.	LINE	DROP
E. 15 <sup>TH</sup> ST, Santa Ana-Newport						500		900	
16 <sup>TH</sup> PL @ Irvine						50			
E. 16 <sup>TH</sup> ST, Irvine-Newport						1840		1370	
E. 16 <sup>TH</sup> ST, Newport-Superior						130		530	
W. 16 <sup>TH</sup> ST, Superior-Placentia	210					450		830	
17 <sup>TH</sup> PL									
Old E. 17 <sup>TH</sup> ST, Newport- E 17 <sup>th</sup>						430			
E. 17 <sup>TH</sup> ST, Tustin-Irvine	600					520	1490		
E. 17 <sup>TH</sup> ST, Santa Ana-Tustin	335					370	1540		
E. 17 <sup>TH</sup> ST, Orange-Santa Ana	530					665	380		
E. 17 <sup>TH</sup> ST, Newport-Orange	1310					175	580		195
E. 17 <sup>TH</sup> ST, Newport-Superior	910								300
W. 17 <sup>TH</sup> ST	540					1942	3696	1235	250
E. 18 <sup>TH</sup> ST						440		4480	
W. 18 <sup>TH</sup> ST	200			165		1165	390	4030	
E. 19 <sup>TH</sup> ST	765			5500		670		3600	
W. 19 <sup>TH</sup> ST, City Limit-Placentia	740			260		2055	3330		
W. 19 <sup>TH</sup> ST, Placentia-Pomona	465					600	930		
W. 19 <sup>TH</sup> ST, Pomona-Anaheim	320					490	870		
W. 19 <sup>TH</sup> ST, Anaheim-Park	625					295			265
W. 19 <sup>TH</sup> ST, Park-Harbor	765								
W. 19 <sup>TH</sup> ST, Harbor-Newport	1125								
E. 20 <sup>TH</sup> ST						1100		3385	



ANDROS ST							150		360
ANNAPOLIS ST									
ANTON BLVD	1950								
ANZA LN									
ARBOR ST									
ARLINGTON DR	218								
ARIZONA LN			5650		2200	4530			
ARONLD AV									
ARTHUR AV									
ASTER PL									
ATLANTA WAY									
AUGUSTA ST									
AUSTIN ST					100				
AVALON ST					90				
AVE OF THE ARTS									
AVEMORE TER									
AVOCADO ST									
AYON CIR									
AZALEA DR									
BABB ST (both sides of Baker)	40								
BABCOCK ST					190				1065
BAHAMA PL					50				
W. BAKER ST w/o MVE									
BAKER, MVE - HARBOR	900				100			1530	
BAKER, HARBOR- COLLEGE	715		6588		820	3460			480
BAKER, COLLEGE-FAIRVIEW	1245				410	1040			
BAKER, FAIRVIEW-BEAR	2390				980	1710			232
BAKER, BEAR-BRISTOL	795		5080		2075	2875			185
BAKER, BRISTOL-RED HILL	1720		4220		2045	2520			
BAKER, RED HILL-AIRWAY	160				600	2020			150
					280	1280			





CAPITAL ST, @ Pomona

CAPRI CIR					50						
CAPRI LN					50						
CARAWAY DR					100					715	
CARDINAL DR					55						
CARLTON PL											
CARMEL DR					50						
CARNATION AV											
CARNEGIE AV					50						
CARSON ST											
CASSIA AV										355	
CATHERINE PL											
CECIL PL					300						
CEDAR PL											
CENTER ST					300						
CENTURY PL					60						
CEYLON DR					100						
CEYLON RD											
CHARLE DR					50						
CHARLE ST					50						
CHARLESTON ST											
CHESTNUT AV											
CHEYENNE ST											
CHIOS RD					100						
CHURCH ST											
CIBOLA AV											
CINNAMON AV					50					965	
CLEARBROOK LN											
CLEVELAND AV											
CLINTON ST					270					720	
						150					









FAYETTE CIR												
FEDERAL AV, @ 19th						150						
FEDERAL AV, N/O Wilson						50						
FERNHEATH LN						50						
FILLMORE WAY												
FISCHER AV		230				590				1250		
FLAMINGO DR						300						
FLORIDA CIR												
FLOWER ST, @ Irvine						50						
FORD RD		50				115				915		
FORDHAM DR, Princeton-Fair						100				930		
FORDHAM DR, Fair-Wilson						300				1940		
E FOUNTAIN WAY												
W FOUNTAIN WAY												
FRANCIS LN						140						
FREEMONT LN						50						
FUCHSIA ST		60				410				1660		
FULLERTON AV, Buoy-E18th		10				150				1070		
FULLERTON AV, Cabrillo-E17th						60						
GALWAY LN												
GANNET DR												
GARDEN LN						100				860		
GARFIELD AV												
GARLINGFORD ST						50						
GEORGEANNE PL						50						
GEORGIA PL												
GERANIUM ST												
GIBRALTAR AV						220				1480		
GINGER AV										355		
GISLER AV W/O Harbor		1120				3605	13825		4040			



HARBOR BLVD, So. Coast-Sunflower	1430				575		
HARBOR BLVD, Sunflower-Macarthur	1560				265		
HARBOR GTWY N	300				425	860	
HARBOR GTWY S	300				420	1650	
HARDING WAY							
HARLA AV					50		
HARTFORD WAY							
HAWAII CIR							
HAYES AV					50		
HELENA PL							
HELENA CIR							
HICKORY PL							
HILL PL							
HOWARD WAY							
HUDSON AV							
HUMMINGBIRD DR					50	1530	
HYLAND AV fr. Sunflower-Mac Arth	1150		4030		1070	2200	
HYALND fr. Sunflower- So. Coast	100		2650		860	1560	300
IDAHO LN							
IDAHO PL							
ILLINOIS ST							
INDIANA AV							
INDUSTRIAL WAY	50				155	560	
INROZ DR							
IOWA ST					500	5365	
IRIS PL							
IRVINE AV, Holiday-16th St.			7656				
JACARANDA AV							
JAMAICA RD					100		320
JAMES ST							





MACE AV						50			270
MACKENZIE PL									
MANISTEE DR						50			
MADAGASCAR ST									
MADEIRA AV									
MADISON AV						50			
MAGELLAN ST						160			
MAGNOLIA ST, @ Irvine						50			
MAIN ST, first 250' s/o Sunflower				410		250			
MALLARD DR									
MANDARIN DR									
MAPLE AV						100			2240
MAPLE ST						100			
MARIAN WAY									
MARIGOLD CIR									
MARQUETTE CIR									
MARYLAND CIR									
MAUI CIR									
MAUI PL									
MCCLINTOCK WY						175			250
MCCORMACK LN			50			215			
MCCORMICK AV			120			515			800
MCKINLEY WAY									
MELODY LN									
MENDOZA DR, Baker-EI Camino						175	1325		1035
MENDOZA DR, Coronado-Lozenzo						220			
MERRILL PL									
MERRIMAC WAY			1490				6430		
MESA DR, Newport-Santa Ana			210			1580		1890	
MESA DR, On bridge over 55			215			265	640		

	2410	2333	2900	2015
MESA VERDE DR E&W				
MEYER PL	50	350		2015
MICHIGAN AV		50		
MIGUEL LN				
MILBRO ST	50	115		
MINDANAO DR				
MINER ST		100		
MINNESOTA AV		50		
MINORCA DR		100		
MINORCA PL				
MISSION DR		110		1045
MISSOURI ST				
MODJESKA CIR				
MOLOKAI PL				
MONACO TER				
MONROE WAY				
MONROVIA AV, @ W 20th		217		
MONROVIA AV, W19TH-W20TH		200		
MONROVIA AV, N/O Wilson		50		
MONROVIA AV, W 19th-south C.L.	75	650		2505
MONTANA AV				
MONTE VISTA AV		410		1000
MONTEREY AV		385		
MURRY LN		50		
MYRTLEWOOD ST		220		
NASSAU RD				
NATIONAL AV, s/o Victoria	40			
NATIONAL AV, Wilson-Victoria		300		
NEBRASKA LN				
NEBRASKA PL				













SAN CARLOS LN						210		
SAN JOSE AV								
SAN JUAN LN						170		
SAN LEANDRO LN						50		
SAN LUCAS LN								
SAN MARINO CIR								
SAN PABLO CIR								
SAN RAFAEL CIR								
SANDALWOOD ST								
SANDERLING CIR								
SANDPIPPER DR						180		
SANTA ANA AV, Broadway-Mesa				100	23220	8580	665	
SANTA ANA AV, Cabrillo-Broadway						140	1080	
SANTA ANA AV, 17th-Cabrillo				210		250	375	
SANTA ANA AV, 15th-17th				390	445	475	630	
SANTA CLARA CIR								
SANTA CRUZ CIR								
SANTA ISABEL AV						505	1900	
SANTA ROSA AV								
SANTIAGO RD						160		
SANTO TOMAS ST								
SCENIC AV				500		2255	680	
SCOTT PL						50		
SEA BLUFF DR								
SEAL ST								
SECRETARIAT CIR								
SENATE ST, @ Pomona						50		
SERANG PL						50		
SERRA WAY						215		
SHALIMAR DR, @ Kernwood						120		







TRABUCO CIR								
TRAVERSE DR								
TRENTON WAY								
TRINITY DR			50					
TULANE RD								
TULANE PL								
TULARE DR								
TULIP LN								
TURLOCK DR								
TUSTIN AV, 15th-17th	60			320				1710
TUSTIN AV, 17th-21st,	200			775				3475
TUSTIN AV, 21st-22nd				165				920
TYLER WAY								
UNION AV								
UTAH CIR				50				
VALENCIA ST								
VALLEJO CIR				100				1000
VALLEY CIR								
VALLEY RD	55							
VAN BUREN AV				225				190
VANGUARD WAY, BRIDGE	310			40				
VANGUARD WAY	190			240				
VENTIAN DR			1780	250			4020	
VASSAR PL								
VELASCO LN								
VERMONT AV				100				
VICTORIA PL				50				
VICTORIA ST, PLACENTIA-NPT. BL	2365			280				
VICTORIA ST, SA RIVER-PLACENTIA	8,000			11545			8940	
VICTORIA ST, S.A. RIVER BRIDGE				3,655			2700	
				1,300				

VICTORIA FRONTAGE RD						200			
VILLAGE WAY						280			1090
VILLANOVA RD						210			1740
VIOLA PL						50			
VIRGINIA PL						300			
VIREO CIR									
VISALIA DR									
WAKE FOREST RD						150			1625
WAKEHAM PL						50			
WALLACE AV, Hamilton-18th						300			2270
WALNUT PL						50			
WALNUT ST, @ Newport Bl						50			
WALNUT ST, Orange-Esther						250			
WARREN LN						240			
WASHINGTON AV						50			
WATERMAN WAY									
WATSON AV						430			
WAXWING CIR									
WFIELD DR									
WELLESLEY LN									
WELLS PL									
WESTBROOK PL									
WESTMINSTER AV, Monte V-Del Mar						100			
WESTMINSTER PL						50			
WHITE OAK ST									
WHITTIER AV, N/O 19th						225			
WHITTIER AV, 19th-south end					450	340			2600
E WILSON ST						2320			
W WILSON ST					1200	3305	5510	8645	2700
WIMBLEDON WAY						2060			

WINTERGREEN PL									
WISTERIA CIR									
WOODLAND PL @ Justin									
WREN CIR			50						
WYOMING CIR									
YALE PL									
YELLOWSTONE DR									
YORKSHIRE ST			50						
YUKON AV									
YUKON CIR		50							1160
FOOTAGE TOTALS	135899	60000	23676	296839	188753	155006	171711	8626	
TOTAL FOOTATE OF STRIPING									

## APPENDIX B

### BID SHEET

The undersigned declares that he/she has carefully examined the specifications, and read the accompanying instruction to bidders, and hereby bids to perform all the work required to complete the project in accordance with the specifications and special provisions for the unit price(s) or lump sum(s) set forth in the following schedule:

CITY RESERVES THE RIGHT TO INCREASE, DECREASE OR DELETE BID ITEMS WITHOUT  
SUBJECTION TO THE RESTRICTIONS OF SECTION 3-2 OF THE "GREEN BOOK".

<b>ROUTINE MAINTENANCE -STRIPING (WATER-BASED PAINT)</b>					
ITEM	BID ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Install 4" Center Line Per Cal Trans Detail 1 and Solid 4" Center Line	171,711	LF		
2	Install 4" Lane Line Per Cal Trans Detail 8 or Cal Trans Detail 11	875,000	LF		
3	Install 4" Double Yellow Lane Line with Black Center (4"-3"-4") Per Cal Trans Detail 22	188,753	LF		
4	Install 4" Two Way Left Turn Lane Per Cal Trans Detail 31	155,006	LF		
5	Install 8" White Turn Lane Line Per Cal Trans Detail 2	135,899	LF		
6	Install 4" Edge Line Yellow and White Per Cal Trans Detail 8	23,676	LF		
7	Install 6" White Bike Lane Line Per Cal Trans Detail 39 & 39A	296,839	LF		
8	Install 8" Lane Drop Per Cal Trans Detail	8,626	LF		
	<b>TOTAL OF ROADWAY STRIPING BID ITEMS</b>				\$

ROUTINE MAINTENANCE -THERMOPLASTIC MARKINGS					
ITEM	BID ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Install 12" White Crosswalks and Limit Lines	25			
2	Install 12" Yellow Crosswalks and Limit Lines	25			
3	Install Stops Message	25			
4	Install Pavement Legend Letters and numbers: (8' High) Keep Clear, Yield, Slow Dip, 25, 30, 40, MPH, Wait Here, Curve, No Exit, Ahead, Bump, Ped Xing, FWY North, FWY South, Slow, Signal	200			
5	Install Pavement Arrows	25			
6	Install School Messages	25			
	<b>TOTAL OF ROADWAY STRIPING BID ITEMS</b>				\$

NOTE: The accuracy of estimated quantities as shown is not guaranteed; the Bidder shall make his/her own estimate. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.

**TO THE CITY OF COSTA MESA:**

The Undersigned hereby offers and shall furnish the material, labor, special equipment and permits or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Invitation for Bid which is incorporated by reference as if fully set forth herein.

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached hereon and made a part thereof. A Purchase Order will not be issued until the insurance certificate is approved by Risk Management.

For clarification of this offer, contact:

Company Name \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_

Title: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Signature of Person Authorized to Sign \_\_\_\_\_

Fax: \_\_\_\_\_

Printed Name \_\_\_\_\_

E-mail: \_\_\_\_\_

Title \_\_\_\_\_

APPENDIX C

PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and \_\_\_\_\_, a [state] [type of corporation] ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to \_\_\_\_\_, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. ~~Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.~~

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or

additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.



4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's Insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-  
Fax: (714) 754-  
Attn: \_\_\_\_\_

---

Provide courtesy copy to:  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Department

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting

or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll

in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this

Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one

agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
[Mayor or City Manager]

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

CONSULTANT

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

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

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Department Director

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

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Finance Director

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

**APPENDIX D**



**FORMS**

**Vendor Application Form  
Ex Parte Communications Certification  
Disclosure of Government Positions  
Disqualification Questionnaire  
Company Profile & References  
Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM  
FOR  
RFP NO. 22-09 STREET STRIPING & THERMOPLASTIC MARKINGS**

TYPE OF APPLICANT:             NEW         CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

- NON PROFIT CORPORATION         FOR PROFIT CORPORATION

Is your business: (check one)

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL  | <input type="checkbox"/> SOLE PROPRIETORSHIP           |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> UNINCORPORATED ASSOCIATION    |

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP NO. 22-09 STREET STRIPING & THERMOPLASTIC MARKINGS** at any time after **October 8, 2021**.

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Print**

**OR**

~~I certify that Proposer or Proposer's representatives have communicated after October 8, 2021 with a City Councilmember concerning **RFP NO. 22-09 STREET STRIPING & THERMOPLASTIC MARKINGS**. A copy of all such communications is attached to this form for public distribution.~~

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Print**

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name:  Yes  
 No

---

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

---

### Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

---

### Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

---

### Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

## COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:**

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

---

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

---

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

---

Address:

Brief Contract Description:

---

---



**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



**ADDENDUM NO. 1**  
**INVITATION FOR BID**  
**FOR**  
**STREET STRIPING & THERMOPLASTIC MARKINGS**  
**IFB NO. 22-09**



**PUBLIC SERVICES**  
**CITY OF COSTA MESA**

**Addendum Released on October 19, 2021**

**The referenced document has been modified as per the attached Addendum No. 1**

**Please sign this Addendum where designated and return the executed copy with submission of your bid. This addendum is hereby made part of the referenced IFB.**

**Scope of Work, Minimum Qualifications, Bullet Point No. 3, NOT REQUIRED:**

- Bidders must be bonded and must provide proof of bonding.

All other provisions of the invitation for bid shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

  
Signature \_\_\_\_\_ Date 10/22/21

Darren Veltz, Chief Financial Officer  
Typed Name and Title

Superior Pavement Markings Inc.  
Company Name

5312 Cypress Street  
Address  
Cypress, Ca. 90630  
City State Zip



To whom it may concern:

Re: The City of Costa Mesa IFB#22-09 Street Striping & Thermoplastic Markings

We are pleased to offer our company's proposal for the Street Striping and Thermoplastic Markings for the City of Costa Mesa utilizing water-based paint for the striping and thermoplastic material for the markings. The prices contained in this quote are good for a period of one year from the date of the proposal.

As with all projects located within Orange County, this project will be managed out of our Orange County office located at 5312 Cypress St, Cypress Ca 90630 (714) 995-9100

#### "METHODOLOGY"

As with all of our projects, constant communication with the City's representative is crucial in determining and prioritizing areas and roadways that are in most urgent need of attention.

As areas are identified and completed, the City's representative will be notified upon completion and advised to inspect the work performed to ensure (as we go along) that the work was performed to the City's satisfaction. It is our intention to identify any small problems early on and rectify immediately.

It will be the responsibility of the City's representative to provide us weekly or monthly updated list's, map's, location's the City has identified as Roadway's in need of maintenance.

In order to maximize production and be most cost effective, it is within the City's best interest to ensure a significant amount of work be provided with each area request so that we can maximize full use of our specialized equipment and personnel and limit the amount of mobilizations, thereby reducing the impact on traffic. Superior Pavement Markings Inc. also likes to keep our customers updated with the latest technology and material improvements in order to ensure our customers are aware of all available options. It is not anticipated that Superior Pavement Markings Inc. would require the use, purchase or renting of any City owned facilities.

#### "STAFFING AND QUALIFICATIONS"

Superior Pavement Markings has been in the striping and signing industry since March, 2000. We hold a C-32 "Parking and Highway Improvement" Contractors license as well as a C-31 "Traffic Control" License. We currently provide roadway striping and maintenance services for 27 different cities including Irvine, Covina, West Covina, Montebello, Ontario,

Downey, Murrieta, La Quinta, Jurupa Valley, Lancaster, Banning, Palm Desert, Palm Springs, Beverly Hills, Stanton, San Fernando, Westminster, Duarte, San Dimas, La Verne, Santa Monica, Chino Hills, Claremont, Los Alamitos, Baldwin Park, Placentia as well as the City of Costa Mesa.

Its management has a combined 140 Years of construction and striping experience and employs an office staff of 26 and 42 field employees. Superior owns 47 trucks specially outfitted for street and highway striping.

The City's main points of contact for this project would be as follows.

John Lucas, President: 34 years of striping experience: In charge of ensuring client satisfaction.

Darren Veltz, Secretary/Treasurer and Chief Estimator: 24 Years of striping experience: In charge of providing the original proposal, all billing and negotiating any additional work.

Robert Garcia, Operations manager: 30 Years of striping experience: In charge of the scheduling and coordination of the project.

Victor Bustamante, Superintendent: 23 Years of striping experience: In charge of the field personnel.

Taylor Heeney, 11 years of construction experience: In charge of all records and certified payrolls.

#### "REFERENCES"

The following is a small list of similar projects Superior Pavement Markings has completed or is currently working on. For additional references please feel free to contact our office.

City of Ontario

303 East B Street

Ontario, CA 91764....Annual Maint. Contract, Wayne Nash (909) 395-2636

City of Murrieta

24601 Jefferson Avenue

Murrieta, Ca 92562.....Annual Maint. Contract, Jason Morell (951) 453-3204

City Of Duarte

1600 Huntington Dr

Duarte, Ca 91010..... Annual Maint. Contract. Troy Whittenbrock (626) 357-7931

City Of San Dimas Public Works

301 S. Walnut Avenue

San Dimas, Ca 91773...Annual Maint. Contract, John Campbell (909) 394-6270

City Of Irvine

1 Civic Center Plaza

Irvine, Ca 92606.....Annual Maint.. Scott Roseberry (949) 724-7620

Darren Veltz  
Chief Financial Officer

**APPENDIX B**

**BID SHEET**

The undersigned declares that he/she has carefully examined the specifications, and read the accompanying instruction to bidders, and hereby bids to perform all the work required to complete the project in accordance with the specifications and special provisions for the unit price(s) or lump sum(s) set forth in the following schedule:

CITY RESERVES THE RIGHT TO INCREASE, DECREASE OR DELETE BID ITEMS WITHOUT  
SUBJECTION TO THE RESTRICTIONS OF SECTION 3-2 OF THE "GREEN BOOK".

<b>ROUTINE MAINTENANCE -STRIPING (WATER-BASED PAINT)</b>					
<b>ITEM</b>	<b>BID ITEM</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Install 4' Center Line Per Cal Trans Detail 1 and Solid 4" Center Line	171,711	LF	\$0.04	\$6,868.44
2	Install 4" Lane Line Per Cal Trans Detail 8 or Cal Trans Detail 11	875,000	LF	\$0.07	\$61,250.00
3	Install 4" Double Yellow Lane Line with Black Center (4"-3"-4") Per Cal Trans Detail 22	188,753	LF	\$0.13	\$24,537.89
4	Install 4" Two Way Left Turn Lane Per Cal Trans Detail 31	155,006	LF	\$0.13	\$20,150.78
5	Install 8" White Turn Lane Line Per Cal Trans Detail 2	135,899	LF	\$0.20	\$27,179.80
6	Install 4" Edge Line Yellow and White Per Cal Trans Detail 6	23,676	LF	\$0.12	\$2,841.12
7	Install 6" White Bike Lane Line Per Cal Trans Detail 39 & 39A	296,839	LF	\$0.12	\$35,620.68
8	Install 8" Lane Drop Per Cal Trans Detail	8,626	LF	\$0.20	\$1,725.20
	<b>TOTAL OF ROADWAY STRIPING BID ITEMS</b>				<b>\$ 180,173.91</b>



ROUTINE MAINTENANCE --THERMOPLASTIC MARKINGS					
ITEM	BID ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Install 12" White Crosswalks and Limit Lines	25		\$2.25	\$56.25
2	Install 12" Yellow Crosswalks and Limit Lines	25		\$2.25	\$56.25
3	Install Stops Message	25		\$55.00	\$1,375.00
4	Install Pavement Legend Letters and numbers: (8" High) Keep Clear, Yield, Slow Dip, 25, 30, 40, MPH, Wait Here, Curve, No Exit, Ahead, Bump, Ped Xing, FWY North, FWY South, Slow, Signal	200		\$45.00	\$9,000.00
5	Install Pavement Arrows	25		\$70.00	\$1,750.00
6	Install School Messages	25		\$55.00	\$1,375.00
<b>TOTAL OF ROADWAY STRIPING BID ITEMS</b>					<b>\$ 13,612.50</b>

NOTE: The accuracy of estimated quantities as shown is not guaranteed; the Bidder shall make his/her own estimate. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.

**TO THE CITY OF COSTA MESA:**

The Undersigned hereby offers and shall furnish the material, labor, special equipment and permits or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Invitation for Bid which is incorporated by reference as if fully set forth herein.

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached hereon and made a part thereof. A Purchase Order will not be issued until the insurance certificate is approved by Risk Management.

For clarification of this offer, contact:

Superior Pavement Markings Inc.  
Company Name

Name: Darren Veltz

5312 Cypress Street  
Address

Title: Chief Financial Officer

Cypress Ca 90630  
City State Zip

Phone: (714) 995-9100

D-Veltz  
Signature of Person Authorized to Sign

Fax: (714) 995-9400

Darren Veltz  
Printed Name

E-mail: darren@superiorpavementmarkings.com

Chief Financial Officer  
Title



VENDOR APPLICATION FORM  
FOR  
RFP NO. 22-09 STREET STRIPING & THERMOPLASTIC MARKINGS

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: Superior Pavement Markings Inc.

Contact Person for Agreement: Darren Veltz

Title: Chief Financial Officer E-Mail Address: darren@superiorpavementmarkings.com

Business Telephone: (714) 995-9100 Business Fax: (714) 995-9400

Corporate Mailing Address: 5312 Cypress Street

City, State and Zip Code: Cypress, Ca. 90630

Contact Person for Proposals: Rebecca Parra

Title: Estimating Administrator E-Mail Address: rebecca@superiorpavementmarkings.com

Business Telephone: (714) 995-9100 Business Fax: (714) 995-9400

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>John Lucas</u>	<u>President</u>	<u>(714) 995-9100</u>
<u>Darren Veltz</u>	<u>Chief Financial Officer</u>	<u>(714) 995-9100</u>
<u>Robert Garcia</u>	<u>Vice President</u>	<u>(714) 995-9100</u>

Federal Tax Identification Number: 20-4518251

City of Costa Mesa Business License Number: 38541

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: March 31, 2022

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP NO. 22-09 STREET STRIPING & THERMOPLASTIC MARKINGS** at any time after **October 8, 2021**.



\_\_\_\_\_  
Signature

Date: 10/22/21

Darren Veltz, C.F.O.  
Print

OR

~~I certify that Proposer or Proposer's representatives have communicated after October 8, 2021 with a City Councilmember concerning **RFP NO. 22-09 STREET STRIPING & THERMOPLASTIC MARKINGS**. A copy of all such communications is attached to this form for public distribution.~~

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No

If the answer is yes, explain the circumstances in the following space.

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

## COMPANY PROFILE & REFERENCES

**Company Legal Name:** Superior Pavement Markings Inc.

**Company Legal Status (corporation, partnership, sole proprietor etc.):** Corporation

**Active licenses issued by the California State Contractor's License Board:** C31, C32, C61, D38

**Business Address:** 5312 Cypress Street, Cypress CA 90630

**Website Address:** www.superiorpavementmakings.com

**Telephone Number:** (714) 995-9100

**Facsimile Number:** (714) 995-9400

**Email Address:** estimating@superiorpavementmarkings.com

**Length of time the firm has been in business:** 21 Years

**Length of time at current location:** 12 Years

**Is your firm a sole proprietorship doing business under a different name:** \_\_\_ Yes  
 No

**If yes, please indicate sole proprietor's name and the name you are doing business under:** N/A

**Federal Taxpayer ID Number:** 20-4518251

**Regular Business Hours:** Monday through Friday 6:00am to 5:00pm

**Regular holidays and hours when business is closed:**

Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, 4th of July, Labor Day and Veterans Day

**Contact person in reference to this solicitation:** Darren Veltz

**Telephone Number:** (714) 995-9100

**Facsimile Number:** (714) 995-9400

**Email Address:** darren@superiorpavementmarkings.com

**Contact person for accounts payable:** Lorena Berumen

**Telephone Number:** (714) 995-9100

**Facsimile Number:** (714) 995-9400

**Email Address:** lorena@superiorpavementmarkings.com

**Name of Project Manager:** Robert Garcia

**Telephone Number:** (714) 995-9100

**Facsimile Number:** (714) 995-9400

**Email Address:** robert@superiorpavementmarkings.com

## COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:** City of Palm Desert

**Contact Name:** Randy Bowman

**Contract Amount:** \$279,662.00

**Email:** rbowman@cityofpalmdesert.org

**Address:** 73-510 Fred Waring Drive, Palm Desert CA 92260-2578

**Brief Contract Description:** Traffic Striping and Pavement Markings Maintenance

**Company Name:** City of Murrieta

**Telephone Number:** (951) 461-6400

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**Contact Name:** Jason Morrell

**Contract Amount:** \$123,584.74

**Email:** jmorrell@murrieta.org

**Address:** 1 Town Square, Murrieta CA 92562

**Brief Contract Description:** 20/21 Citywide Striping -Traffic Striping and Pavement Markings Maintenance

**Company Name:** City of Irvine

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**Telephone Number:** (949) 337-7019

**Contact Name:** Byron Gemmell

**Contract Amount:** \$350,000.00

**Email:** bgemmell@cityofirvine.org

**Address:** P.O. Box 19575, Irvine Ca. 92623

**Brief Contract Description:** Traffic Striping and Pavement Markings Maintenance



**Company Name:** City of Upland

**Telephone Number:** (909) 291-2938

**Contact Name:** Kirk Swanner

**Contract Amount:** \$154,616.00

**Email:** kswanner@ci.upland.ca.us

**Address:** 460 N. Euclid Avenue, Upland CA 91786

**Brief Contract Description:** Traffic Striping and Pavement Markings Maintenance

**Company Name:** City of Perris

**Telephone Number:** (951) 943-6504

**Contact Name:** Habib Mollagh

**Contract Amount:** \$166,590.00

**Email:** Habib@trilakeconsultants.com

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**Address:** P.O. Box 606, Perris CA 92572-0606

**Brief Contract Description:** Traffic Striping and Pavement Markings Maintenance



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
	None			

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

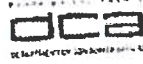
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

*[Signature]*

Bidder/Applicant/Proposer

10/22/2021

Date



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **776306**

Entity **CORP**

Business Name **SUPERIOR PAVEMENT MARKINGS  
INC**

Classification **C32 C31 C61/D38**

Expiration Date **08/31/2023**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Patriot Risk & Insurance Services 2415 Campus Drive, Suite #200 Irvine, CA 92612  www.patrik.com                      OK07568		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (949) 486-7900                      FAX (A/C. No.): E-MAIL ADDRESS:	
<b>INSURED</b> Superior Pavement Markings, Inc. 5312 Cypress St. Cypress CA 90630		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
		<b>INSURER A:</b> Travelers Indemnity Co of Connecticut                      25692	
		<b>INSURER B:</b> Travelers Property Casualty Co of Amer                      25674	
		<b>INSURER C:</b> Redwood Fire and Casualty Insurance Co                      11673	
		<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 64652894

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DT22-CO-6S124780-TCT-21	9/18/2021	9/18/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOH AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		810-6S126005-21-26-G	9/18/2021	9/18/2022	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> COB    RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP-6S129947-21-26	9/18/2021	9/18/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> Y    N/A	SUWC247005	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - LA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: SPM Job #38036 / Street Striping & Thermoplastic Markings (22-09)  
 City of Costa Mesa is named as additional insured with respect to GL and Auto Liability per the endorsement attached where required by written contract. Waiver of subrogation applies to GI and WC and in favor of the additional insureds.

\*30 day notice of cancellation / 10 days for non payment of premium

**CERTIFICATE HOLDER****CANCELLATION**

City of Costa Mesa  
 2300 Placentia Ave  
 Costa Mesa CA 92627

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dave Jacobson

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV - Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – PRIMARY AND  
NON-CONTRIBUTORY WITH OTHER INSURANCE –  
CONTRACTORS**

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

**PROVISIONS**

1. The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**Blanket Waiver**

**Person/Organization**

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**Job Description**

**Waiver Premium (prior to adjustments)**

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2021

Policy No.: SUWC247005

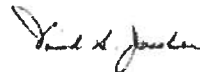
Endorsement No.:

Insured: Superior Pavement Markings, Inc.

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by \_\_\_\_\_





**EXHIBIT C**  
**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

## BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

## PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

## **POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

