

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
CAL STRIPE, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 13th day of December, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CAL STRIPE, Inc., a California corporation ("Contractor").

**WITNESSETH:**

A. City proposes to utilize the services of Contractor as an independent contractor to provide signing and striping services for citywide bicycle routes, as more fully described herein; and

B. 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. 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. 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 Request for Bid ("RFB"), attached hereto as Exhibit "A," and Contractor's response to City's RFB (the "Bid") 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 total compensation shall not exceed Fifty Thousand Dollars (\$50,000.00).

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 two (2) years, ending on December 12, 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) 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 limit per accident 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, 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 CONTRACTOR:

Cal Stripe, Inc.  
2040 E. Steel Road  
Colton, CA 92324  
Tel: (909) 884-7170  
Attn: Lorraine Cale

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5184  
Attn: Ramin Nikoui

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 by reference. 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 Bid, 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.

[Signature page follows.]

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

S. Fleener  
Signature

Date: December 27, 2022

Steve Fleener, G.M.  
[Name and Title]

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison  
Lori Ann Farrell Harrison  
City Manager

Date: 1/23/23

ATTEST:

Brenda Green 1/26/2023  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney


Date: 1/19/23

APPROVED AS TO INSURANCE:

Ruth Wang  
Ruth Wang  
Risk Management

Date: 1/13/23

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ramin Nikoui  
Project Manager

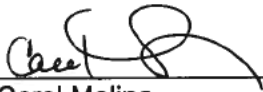
Date: 01/12/23

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: 1-12-23

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Carol Molina  
Finance Director

Date: January 11, 2023

**EXHIBIT A**  
**REQUEST FOR BIDS**



**CITY OF COSTA MESA  
CALIFORNIA**

**REQUEST FOR BID**

**This is not an order**

Date: November 9, 2022

**INSTRUCTIONS:**

1. Read terms and conditions on reverse side.
2. Bid must be on this form.
3. Complete and sign all pages of the bid.
4. Return this form plus all Attachments.
5. Bid on each item separately; all or none bids may not be accepted unless otherwise specified.
6. Price alone may not be the final determining factor.
7. Declination - in the event you elect not to quote, please inform us on this form and return by the bid due date indicated.
8. Out of state vendors must include California sales tax permit number.

**BIDS WILL BE RECEIVED UNTIL**  
**November 21, 2022 @ 12:00pm**  
**VENDOR MUST EMAIL BID TO**  
**Ramin.Nikoui@costamesaca.gov**

BIDS ARE REQUESTED FOR PROVIDING THE SERVICES DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE COST OF BOXING AND CARTAGE TO DELIVERY POINT STATED BELOW.  
BIDS ARE TO INCLUDE ANY FREIGHT AND DELIVERY CHARGES IF APPLICABLE.**

**BID YOUR MOST COMPETITIVE PRICES**

**FOR: SIGNING & STRIPING SERVICES FOR CITYWIDE BICYCLE ROUTES**

CONTACT PERSON: Ramin Nikoui, 714-754-5184

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT, AND A COPY SENT TO THE PURCHASING DIVISION.

**THE CITY OF COSTA MESA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.  
LOWEST QUALIFIED BID MAY BE SUBJECT TO FURTHER NEGOTIATIONS  
PREVAILING WAGE REQUIREMENTS APPLY TO PROJECTS OVER \$1,000**

THE CITY OF COSTA MESA WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a purchase order with the city of Costa Mesa.

TERMS \_\_\_\_\_% \_\_\_\_\_ DAYS

\_\_\_\_\_  
Company name as it appears on your invoices

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: \_\_\_\_\_

\_\_\_\_\_  
Address Telephone

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

\_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Federal I.D. Number Date

**RETAIN ONE COPY FOR YOUR FILES**

**ALL BIDS MUST BE SIGNED**

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Over-shipments and under-shipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section 1771.1 (A):** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10184 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
16. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions: (1) Additional Insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other Insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

#### MISCELLANEOUS CONDITIONS

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 6194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.



## **City of Costa Mesa Insurance Requirements**

If a vendor will be performing work on city premises, the vendor will need to furnish insurance certificates to the City prior to beginning work. The insurance that is required is the general liability with a separate endorsement page (detailed description below), automobile insurance and workers compensation.

A purchase order will not be issued until, insurance certificates are provided and the insurance is approved by Risk Management. It will be the responsibility of the department requesting the work to obtain the insurance certificates prior to submitting the purchase requisition to the Finance Department. Any questions about insurance dollar limits for select projects are to be directed to Risk Management prior to the bid process.

The following language is added to bids, price agreement/ contracts and purchase orders for technical and mechanical services:

### **Insurance**

Contractor shall not commence work under this price agreement until he has obtained all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier, nor shall contractor allow any subcontractor to commence any work until all required insurance has been similarly obtained by the subcontractor and approved by City.

Neither the failure of contractor to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this price agreement.

Contractor shall obtain and maintain during the life of this contract the following insurance coverage:

### **General Liability Insurance Coverage**

Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, independent contractors, and personal injury.

The above insurance coverage shall have limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence and aggregate.

### **General Liability Endorsement Page** (\* A separate policy endorsement must be provided)

Endorsements to the policies providing the above insurance shall be obtained by contractor, adding the following three provisions:

a) Additional insured's:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured's with respect to the subject project and agreement.

b) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City.

c) Other Insurance:

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the contractor or any subcontractor under this agreement shall be approved by the California Department of Insurance to transact business in the State of California. The

types of services provided under this agreement may further require contractor's insurance carrier(s) to be admitted insurers in the State of California.

### **Workers' Compensation Insurance**

Contractor shall obtain and maintain during the life of this contract workers' compensation insurance in statutory amount and, if any work is sublet, contractor shall require all subcontractors to obtain workers' compensation insurance in statutory amount.

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 Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days advance written notice of such cancellation to City.

Contractor is aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

### **Automobile Insurance**

Automobile insurance including owned, hired, and non-owned vehicles.

The above insurance coverage shall have limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence and aggregate.

### **Proof of Insurance**

Prior to award of the price agreement/contract, contractor shall furnish the department requesting the service proof of compliance with the above insurance requirements.

The insurance certificates must be approved by the Risk Management Division and a copy needs to be sent to the Finance Department with the purchase requisition. It is ultimately the responsibility of the department requesting the service, to obtain the required insurance.

If purchase requisition is received without appropriate insurance certificates, Purchasing may return the requisition to the department or contact the contractor and request the appropriate insurance certificates.

**SCOPE OF WORK  
FOR  
SIGNING & STRIPING SERVICES FOR CITYWIDE BICYCLE ROUTES**

**INTRODUCTION**

The purpose of this bid is to establish a contract to procure a contractor to perform signing and striping services in the City of Costa Mesa as part of the Citywide Bicycle Routes CIP project. The term of the contract is expected to be two (2) years with two (2) one-year renewal options.

**DESCRIPTION OF WORK**

The work is to be performed on an as-needed basis and shall include, but not be limited to: removal, fabrication, and installation of standard and custom traffic signs and sign posts and installation of preformed thermoplastic shared-use lane markings on asphalt and concrete surfaces, 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 to be assigned by the City representative via work orders and engineering plans.

**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 removal, fabrication, and installation of standard and custom traffic signs and sign posts and installation of preformed thermoplastic shared-use lane markings on asphalt and concrete surfaces, and other traffic markings as designated and/or required by the City of Costa Mesa. The 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 City's special provisions (**Exhibit 1**), the latest editions of the Caltrans Standard Plans and Specifications, including revisions, the California Manual on Uniform Traffic Control Devices (CA MUTCD), 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 provide the City representative with a total cost for the work order which will include all work, materials, labor, and include all costs associated with traffic control and mobilization and any other supplemental work items to do the work and will notify the City Representative of accepting or declining the work order. The Contractor must be able to start the work request within 15 days after acceptance of the work by the City representative. 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 8:30 a.m. and 3:30 p.m. Monday through Friday, unless otherwise approved by the City. Work is not permitted on Weekends, evenings/nights, or City holidays without prior written consent from the City.

All materials, equipment utilized and work performed under this contract shall conform to Caltrans Standard Plans and Specifications (2022) and California State Specification PTWB-01R2 (June 2022) 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.

**Signs and Stripes:** All signing and striping shall conform to the City's special provisions, latest editions of the Caltrans Standard Plans and Specifications, including revisions, and the California Manual on Uniform Traffic Control Devices (CA MUTCD) standards.

**Thermoplastic Pavement Markings:** Thermoplastic pavement markings, unless otherwise noted, shall be pre-formed thermoplastic according to the City's plans/work order and per the direction of the City. All pavement marking legends shall conform to the Caltrans Standard Plans and CA MUTCD.

**Equipment / Equipment Capabilities:** All preformed thermoplastic markings shall be installed by use of a radiant heater and shall follow the manufacturer's recommendations, specifications, and installation instructions.

**Materials:** All materials used shall comply with the City's special provisions, the latest Caltrans Standard Specifications, and the CA MUTCD.

**Bid Sheet:** The bidder shall provide a filled out bid sheet (**Exhibit 2**) for various signing and striping work items and these prices shall be locked in for the entire term of the contract, including renewals. The unit prices shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, traffic control and any incidentals, and for doing all the work involved as shown on the work order/plans, the specifications, and these special provisions, and as directed by the Engineer and no additional compensation shall be allowed. Please note that because the work to be performed is on various streets to be assigned through work orders by City staff, the quantities of work vary on a case-by-case basis and the total quantities of the contract are not certain and cannot be estimated. Also the attached cost sheet is not an exhaustive list and only includes regularly expected items of work. It does not include all potential work items. The prices of these unlisted work items will be included as part of the cost exhibit for each individual work order. These include tasks such as removal of striping or markings by grinding or sandblasting, etc.

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**EXHIBIT 1**  
**SPECIAL PROVISIONS**

**TRAFFIC CONTROL**

The traffic control shall be per the latest edition of the Work Area Traffic Control Handbook (WATCH manual) and the California Manual on Uniform Traffic Control Devices (CA MUTCD).

The contractor shall schedule the work to comply with the lane closure hours allowed herein.

Only one lane shall be closed to traffic in any direction between 9:00 am and 3:30 pm, Monday through Friday. All lanes must be open during peak hours of 6:00 am to 9:00 am and 3:30 pm to 6:00 pm. All lanes must be open during weekends and City observed holidays. Lane closures more than one lane may be allowed between the hours of 8:00 pm and 6:00 am during weekdays.

No lane closures will be allowed during the annual Orange County Fair annual July event extending from the Thursday before to the Monday after the fair event. No lane closures will be allowed from the Friday before Thanksgiving to the Monday after New Year's Day.

The minimum lane width shall be ten (10) feet. There shall be a minimum of five (5) feet clearance from open excavation and two (2) feet clearance from other obstructions.

**PEDESTRIAN ACCESS**

Where construction prohibits pedestrian access, alternate crossing areas shall be established with appropriate signing and other devices as required by the Engineer. Pedestrian access facilities shall be provided thru construction area within the right-of-way at all times. Pedestrian walkways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path of travel.

**TRAFFIC CONTROL GENERAL**

Any location considered not accessible by pedestrians or motorists as determined by the Engineer will be resolved at the direction of the Engineer. The Contractor will not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action. In addition to the above and in compliance with Section 7-10, the Contractor shall:

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- a. Provide a safe and drivable ingress and egress to residents and businesses at all times, and provide safe pedestrian crossing paths at all times.
  - b. Provide temporary traffic re-striping at the conclusion of any working day for any centerline, lane line or stop bar which is obliterated by construction.
  - c. Be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the Engineer.
  - d. Be responsible for notifying residents and businesses, in writing, seven (7) days in advance of any work that involves limited access. The Contractor shall provide verification to the Engineer that this has been accomplished.
  - e. Notify the trash pickup company "Costa Mesa Disposal" of the schedule of work and the limitation of access. Contact City at (714) 754-5307 for Costa Mesa Disposal's address
  - f. Furnish, install and maintain in-place "No Parking - Tow Away" signs (even if streets have posted "No Parking" signs) which shall be posted at least three (3) working days prior to commencement of roadwork. On the sign, the Contractor shall print the hours, day(s) and date of closure in two-inch high letters and numbers. A sample of the completed sign shall be approved by the Engineer prior to posting. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs, with all requirements as specified, at least 72 hours prior to beginning weekend or holiday.
  - g. Coordinate with Orange County Transit District (Ph No. (714) 636-7433 x4330) to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work which will involve any of their facilities.
  - h. Provide any temporary delineation, as required, in accordance with the CA-MUTCD, applicable Caltrans Standard Plans and as directed by the Engineer.
  - i. Excavations shall be backfilled and hot mix asphalt concrete or temporary asphalt concrete surface shall be placed to the level of the existing pavement at the end of each work period as necessary to provide the required number of travel lanes and access to intersecting streets.
  - j. The contractor shall provide temporary K-rails, visual barriers and temporary crash cushions as necessary to protect traffic from excavation areas. If K-Rails are provided, then the minimum distance between the traveling lane and the rails shall be 2 feet.
  - k. All pre-existing permanent traffic control signs and devices shall remain in operation unless a substitute operation is arranged for and approved by the Engineer.
  - l. The Contractor shall use illuminated or reflective warning construction signs at appropriate locations for the project and/or as directed by the Engineer. The Contractor shall also use flashing arrow boards for each lane closure in addition to other delineation.
  - m. C-18 ROAD CONSTRUCTION AHEAD, C-17 with 25 MILE SPEED LIMIT, and soft barricades shall be used at all approaches as may be suitable. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.
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- n. The Contractor shall provide flagmen to direct the traffic where required and as directed by the Engineer.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish the Engineer with names and telephone numbers of at least three people responsible for emergency service response. In the event these people do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred. A \$400/hour at 4-hour minimum will be charged to the Contractor. Any deviation from these requirements is not permitted. No payment will be made to the Contractor until problems are corrected to the satisfaction of the Engineer.

## **SIGNING AND STRIPING**

All pavement markers and delineators shall be in accordance with Section 81 "Miscellaneous Traffic Control Devices" of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions. All striping and pavement markings shall be in accordance to Section 84 "Markings" of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions, and comply with the Caltrans Standard Plans, and the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performances.

## **81 MISCELLANEOUS TRAFFIC CONTROL DEVICES**

### **81-2 Delineators**

#### **81-2.01 General**

##### **81-2.01C Submittals**

[Add the following:].

The contractor shall provide submittal sheets for approval prior to ordering the materials.

##### **81-2.02 Materials**

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### **81-2.02A General**

[Add the following:].

The delineators shall be flexible 36" tall white or yellow delineators and shall be equipped with CA MUTCD compliant retroreflective sheeting.

### **81-2.03 Construction**

[Replace entire section with the following:].

The contractor shall surface mount the delineators using epoxy per manufacturer's specifications and per direction of City Maintenance staff and the Engineer.

## **81-3 Pavement Markers**

### **81-3.02 Materials**

#### **81-3.02A General**

[Add the following:].

The Contractor shall furnish and install raised pavement markings no sooner than seven (7) days nor later than fourteen (14) days following the final installation of traffic striping, and located pursuant to the striping plans.

#### **Blue "Fire Hydrant" Raised Pavement Markers**

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. **Two-way Streets or Roads:** Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.
2. **Streets with Left-Turn Lane at Intersection:** Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.
3. **Streets with Continuous Two-Way Left-Turn Lane:** Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

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## **81-8 Existing Pavement Markers and Delineators**

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### **81-8.03 Construction**

#### **81-8.03B Remove Pavement Markers**

[Add the following:].

All blue "fire hydrant" pavement markers that are removed or found to be missing within the work area shall be reinstalled by the contractor.

When striping is removed, any corresponding pavement markers within or adjacent to the stripe, or within the gaps of dashed striping shall be removed.

## **82 SIGNS AND MARKERS**

### **82-2 Sign Panels**

#### **82-2.02 Materials**

##### **82-2.02A General**

[Add the following:].

All sign face reflective sheeting shall be diamond grade retroreflective with protective overlay film.

[Add the following section:].

##### **82-2.03C Remove and Salvage Sign and Sign Post**

Sign panels and sign posts to be salvaged shall be delivered the same day to the city. The salvaged sign panels and posts shall be delivered to the City's corporation yard, located at 2310 Placentia Avenue, Costa Mesa 92627. Prior to delivery, please call Juan Santos, Maintenance Supervisor, at 714-697-5545.

### **82-3 Roadside Signs**

#### **82-3.02A General**

[Add the following:].

Signs and shall posts shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Unless otherwise noted on the plans, all new or relocated signs shall be installed on 2"

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square perforated steel posts with breakaway connections. Signs shall follow the CA MUTCD regarding clearances from the bottom of the lowest sign to the finished surface.

### **82-3.02B Metal Posts**

[Add the following:].

Metal posts shall be 2" square perforated steel posts (Telespar) with breakaway connections.

### **82-3.03 Construction**

#### **82-3.02A General**

[Add the following:].

Installation of sign posts, including mounting height and required clearances, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

## **84 MARKINGS**

### **84-1 General**

#### **84-1.01 General**

[Add the following:].

Markings must also comply with the Caltrans Standard Plans and Revised Standard Plans, latest edition.

The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the Engineer prior to removal operations.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

The installed material shall be highly visible to the motorists both day and night.

Unless otherwise noted, all traffic stripes shall be 6 inch width minimum and shall comply with the most recent Caltrans Standard Plans.

### **84-2 Traffic Stripes and Pavement Markings**

#### **84-2.02 Materials**

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**84-2.02A General**

Paint, thermoplastic, and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines, unless otherwise noted in the Plans or these special provisions.

**84-2.02C Thermoplastic**

[Add the following:].

All stop bars, crosswalks, legends, and arrows shall be installed using thermoplastic, and conform exactly to the City of Costa Mesa stencil types except fabricated preformed thermoplastic applications.

Thermoplastic shall be composed of Alkydloid/Maleic Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic.

On all dry pavement surfaces binder/sealer shall be applied to the area where hot thermoplastic pavement markings are to be placed. The binder/sealer shall be that recommended by the manufacturer of the thermoplastic material. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement outside of the finished pavement markings. All solvents shall have evaporated from the binder/sealer prior to the application of the molten thermoplastic materials.

**Preformed Green Colored Thermoplastic**

Preformed green thermoplastic pavement markings shall be either Ennis Flint PreMark Vizigrip or Geveko PreMark Anti-Skid. Preformed green thermoplastic shall be non-slip, non-skid and retroflective. Contractor shall turn in submittal sheets to Engineer for approval prior to ordering. Preformed green thermoplastic shall be installed by strictly following manufacturer's specifications. Preformed Green Thermoplastic shall not be installed on concrete unless approved by the Engineer. Preformed green thermoplastic approved to be installed on concrete shall be installed with concrete binder and with the proper surface preparation per the manufacturers specifications and instructions.

Green coloring in thermoplastic used for bicycle lanes, bike boxes, bicycle lane conflict zones, green-back sharrows, bicycle paths, or other bicycle facilities shall conform to the requirements set forth in the April 2011 FHWA Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) as well as the June 2016 FHWA update: Official Interpretation #9(09)-86 (I) on Chromacity Requirements for Green-Colored Pavement.

**84-2.02G Paint**

[Add the following:].

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All materials, equipment utilized and work performed shall conform to Caltrans Standard Plans and Specifications (2022) and California State Specification **PTWB-01R2 (June 2022)** and be subject to inspection and approval by the City's Representative

### **84-2.03 Construction**

#### **84-2.03A General**

[Add the following:].

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer or his designee prior to performing actual marking placement. No work shall commence without said approval.

The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable).

The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the Engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint or thermoplastic (hot-applied or preformed) is thoroughly dry.

Thermoplastic and paint shall be placed as close as possible to utility structures without covering them.

The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

Thermoplastic, preformed or hot applied, shall not be installed on concrete unless approved by the Engineer.

Unless otherwise specified on the plans, all traffic stripes (single, double, or pairs) shall be 6" minimum width and comply with latest edition of Caltrans Standard Plans.

#### Pavement Marking Guarantee

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The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion resulting from defective materials or methods of application, loss of reflectivity, from traffic and wear for a period of one year.

### **84-2.03C Application of Traffic Stripes and Pavement Markings**

#### **84-2.03C(1) General**

[Add the following:].

The Contractor shall apply the first application of paint for traffic striping and shall install thermoplastic (hot-applied or preformed) markings no sooner than seven (7) days following the application of new slurry/ACSC (if applicable).

Any painted curb removed or damaged during construction shall be repainted in kind (i.e. red, yellow, green, etc.).

The completed pavement markings shall have clean and well-defined edges. The maximum deviation from the designated position of the stripe marking shall not exceed 1/2" in any 100-foot length of stripe, including gaps. Pavement markings shall conform to the shapes and dimensions of the markings as designated on the State Standard plans.

Advance spotting of angle points, end points and other control points shall be performed by the Contractor and be approved by the Engineer.

Any damage to the newly placed marking due to the failure of the Contractor to protect the work shall be repaired by the Contractor at no additional cost.

The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings.

Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor's expense.

#### **84-2.03B(2) Thermoplastic**

##### **84-2.03B(2)(a) General**

[Remove the following:].

Apply thermoplastic in a single uniform layer by spray or extrusion methods

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[Add the following:].

Apply thermoplastic by extrusion methods or using preformed markings according to the plans and per direction of Engineer. Thermoplastic shall not be installed when the temperature of the pavement is less than 50 degrees Fahrenheit to prevent weak bonding.

Preformed thermoplastic including green non-slip and non-skid preformed thermoplastic for bicycle facilities on asphalt or on concrete shall be installed per manufacturer's specifications. If using a radiant heater to apply pre-formed markings, and if the imbedded corundum sinks below manufacturers specifications, additional hand casted corundum shall be added to the surface before the preform thermoplastic cools. If approved by Engineer to install on concrete, contractor shall use concrete binder per manufacturers specifications and contractor shall clean and prepare concrete surface for binder and preformed thermoplastic installation to facilitate proper adhesion to concrete.

Newly placed thermoplastic pavement markings shall be protected from damage by public traffic or other causes until the thermoplastic (hot-applied or preformed) is thoroughly cool and dry.

**84-2.03B(2)(c) Sprayable Thermoplastic**  
[Remove section 84-2.03B(2)(c) in its entirety].

**84-2.03B(6) Paint**

[Remove the following:].

Apply traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be completely dry before applying the 2nd coat.

[Add the following:].

Apply painted traffic stripes and/or pavement markings in 2 coats on all existing and new pavement surfaces, each coat at an approximate rate of 107 sq ft/gal. The 1st coat of paint must be completely dry before applying the 2nd coat.

Newly placed painted traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

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**EXHIBIT 2**

**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:

<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
Remove sign	EA	
Remove sign post	EA	
Furnish and Install sign	EA	
Furnish and Install sign post	EA	
Furnish and Install Preformed Green Thermoplastic Shared Lane (Sharrow) Marking	EA	

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**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 Request for Bids 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. Bid may be withdrawn by Contractor if not accepted within 30 days.

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**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 Request for Bids 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. Bid may be withdrawn by Contractor if not accepted within 30 days.

For clarification of this offer, contact:

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

\_\_\_\_\_  
Address

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

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

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

\_\_\_\_\_  
Title

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

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

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

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

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

**EXHIBIT B**  
**CONTRACTOR'S BID**



CITY OF COSTA MESA  
CALIFORNIA

REQUEST FOR BID

This is not an order

Date: November 9, 2022

INSTRUCTIONS:

1. Read terms and conditions on reverse side.
2. Bid must be on this form.
3. Complete and sign all pages of the bid.
4. Return this form plus all Attachments.
5. Bid on each item separately; all or none bids may not be accepted unless otherwise specified.
6. Price alone may not be the final determining factor.
7. Declination - In the event you elect not to quote, please inform us on this form and return by the bid due date indicated.
8. Out of state vendors must include California sales tax permit number.

BIDS WILL BE RECEIVED UNTIL  
**November 21, 2022 @ 12:00pm**  
 VENDOR MUST EMAIL BID TO  
**Ramin.Nikoui@costamesaca.gov**

BIDS ARE REQUESTED FOR PROVIDING THE SERVICES DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE COST OF BOXING AND CARTAGE TO DELIVERY POINT STATED BELOW.  
BIDS ARE TO INCLUDE ANY FREIGHT AND DELIVERY CHARGES IF APPLICABLE.**

**BID YOUR MOST COMPETITIVE PRICES**

**FOR: SIGNING & STRIPING SERVICES FOR CITYWIDE BICYCLE ROUTES**

CONTACT PERSON: Ramin Nikoui, 714-754-5184

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT, AND A COPY SENT TO THE PURCHASING DIVISION.

**THE CITY OF COSTA MESA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.  
LOWEST QUALIFIED BID MAY BE SUBJECT TO FURTHER NEGOTIATIONS  
PREVAILING WAGE REQUIREMENTS APPLY TO PROJECTS OVER \$1,000**

THE CITY OF COSTA MESA WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

TERMS 2 % 10 DAYS

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: 30 calendar Days

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a purchase order with the city of Costa Mesa.

Carl Steyer, Inc.  
 Company name as it appears on your invoices

2040 E Steel RD  
 Address

Colton CA 92324  
 City State Zip

S. Hean GM  
 Authorized Signature Title

[Redacted] 11/21/2022  
 Federal I.D. Number Date

RETAIN ONE COPY FOR YOUR FILES

ALL BIDS MUST BE SIGNED

**EXHIBIT 2**

**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:

Description	Unit	Unit Price
Remove sign	EA	85 <sup>00</sup>
Remove sign post	EA	120 <sup>00</sup>
Furnish and Install sign	EA	115 <sup>00</sup>
Furnish and Install sign post	EA	190 <sup>00</sup>
Furnish and Install Preformed Green Thermoplastic Shared Lane (Sharrow) Marking	EA	595 <sup>00</sup>

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**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 Request for Bids 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. Bid may be withdrawn by Contractor if not accepted within 30 days.

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**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 Request for Bids 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. Bid may be withdrawn by Contractor if not accepted within 30 days.

For clarification of this offer, contact:

CalStrike, Inc.  
Company Name

2040 E. Steel Rd.  
Address

Colton CA 92321  
City State Zip

S. Flu  
Signature of Person Authorized to Sign

Steve Fleener  
Printed Name

GM  
Title

Name: Gary Rivers

Title: Estimator / Project Mgr

Phone: 909 - 884 - 7170

Fax: 909 - 884 - 7106

E-mail: grivers@calstrike.com



# CAL STRIPE, INC.

GENERAL ENGINEERING CONTRACTOR

License #685387

2040 E Steel Road ~ Colton, CA 92324

(909) 884-7170 ~ Fax (909) 884-7106

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or Engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Greg Rivers - Project Manager + Estimator  
Dave Carter - Field Superintendent  
Rick Zamora - Field Superintendent

2. Summarize each person's specialized education:

Greg Rivers - Estimator + Project Manager since 2000  
20+ years Experience in Estimating & Project Managing Striping Projects.  
Dave Carter + Rick Zamora - 25+ years Experience in  
Signing & Striping Industry.

3. List each person's years of construction experience relevant to the project:

- See Above -

4. Summarize such experience:

Cal Stripe is Southern California Largest & Most Experienced  
Striping Company. We handle a multitude of projects ranging  
from large Freeway Projects to small curbing projects. we  
have over 200+ years Experience between our Management  
Staff + Field Staff

Bidder agrees that any personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by City.

# CAL STRIPE, INC.

GENERAL ENGINEERING CONTRACTOR

License #685387

2040 E Steel Road ~ Colton, CA 92324

(909) 884-7170 ~ Fax (909) 884-7106

## REFERENCES FORM

For all public agency projects more than \$100,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

### Project 1

Name/Number: Mayor Street Rehabilitation - 2015 Metro Call

Project Description: Repair & Installation of Permanent Pavement Rehabilitation & Signs

Approximate Construction

Dates: From: 2/2021 To: 12/31/2021

Agency Name: City of Pomona

Contact Person: Michael Lee Telephone: 909 554-9202

Address: 398 Lemon Creek Ave # E Walnut CA 91789

Original Contract Amount: \$ 497,425 Final Contract Amount: \$ 612,500

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Additional Change orders for Curbside Crosswalks Green Bike Path Striping & Modified Striping Revisions.

Did you or any subcontractor file any claims against the Agency? Circle one: Yes  No

Did the Agency file any claims against you? Circle one: Yes  No

If you answered yes to either of the above two questions, please explain and indicate the outcome of the claims:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# CAL STRIPE, INC.

GENERAL ENGINEERING CONTRACTOR

License #685387

2040 E Steel Road ~ Colton, CA 92324

(909) 884-7170 ~ Fax (909) 884-7106

## Project 2

Name/Number: Annual Street Repairs & Slurry Seal Project # 31264-05

Project Description: Removal & Reinstallation of Pavement (Deliverables)

Approximate Construction Dates: From: 7/1/2021 To: 2/1/22

Agency Name: City of Irvine

Contact Person: Francis Garcia - Asst. Mgr. Telephone: 714-637-1550

Address: PO Box 620 Orange CA 92865

Original Contract Amount: \$ 334,765 Final Contract Amount: \$ 341,000

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Restriping of Banning Ave / BARRANCA Av

Did you or any subcontractor file any claims against the Agency? Circle one: Yes  No

Did the Agency file any claims against you? Circle one: Yes  No

If you answered yes to either of the above two questions, please explain and indicate the outcome of the claims:

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# CAL STRIPE, INC.

GENERAL ENGINEERING CONTRACTOR

License #685387

2040 E Steel Road ~ Colton, CA 92324

(909) 884-7170 ~ Fax (909) 884-7106

## Project 3

Name/Number: Bus & Bike Lane Striping & Sign Installation

Project Description: Removal & Installation of Bus & Bike Path Striping & Signage

Approximate Construction Dates:

From: 9/2/21

To: ongoing

Agency Name: Colver City

Contact Person: Bob Nerwestin Telephone: 310 - 383 - 2613

Address: 4343 Duquesne Ave Colver City CA 90232

Original Contract Amount:

\$ 253,100 -

Final Contract Amount: \$ 445,000 -

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Addition Safety Devices CK 71 / Omega channel Post  
Asphalt curb Art

Did you or any subcontractor file any claims against the Agency? Circle one: Yes  No

Did the Agency file any claims against you? Circle one: Yes  No

If you answered yes to either of the above two questions, please explain and indicate the outcome of the claims:

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

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

### BACKGROUND

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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

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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;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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.