

**CITY OF COSTA MESA**  
**Maintenance Services Division**  
**INTEROFFICE MEMORANDUM**

**TO:** City Clerk's Office  
**FROM:**  Marian Stueve, Administrative Secretary  
**DATE:** April 4, 2014  
**SUBJECT:** Third Amendment to Professional Services Agreement for Traffic Striping and Pavement Marking Services.

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Please find attached, for your retention, an original executed third amendment to Performance Services Agreement for Traffic Striping and Pavement Marking Services between the City of Costa Mesa and Superior Pavement Markings, Inc.

Thank you.

THIRD AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT  
FOR TRAFFIC STRIPING AND PAVEMENT MARKING SERVICES

THIS THIRD AMENDMENT is made and entered into this March \_\_, 2014, ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation (the "City") and SUPERIOR PAVEMENT MARKINGS, INC., California Corporation ("Consultant").

Recitals

WHEREAS, the City and Consultant entered into a professional Services Agreement in February 21, 2012 (the "Agreement") for traffic striping and pavement marking services; and

WHEREAS, the Agreement was for a term of one (1) year, including a provision for four (4) additional one (1) year extensions at City's option; and

WHEREAS, City exercised its option to renew the term of the Agreement for one (1) additional year and entered into a First Amendment on February 21, 2013 and increasing the maximum compensation to \$150,000 ("First Amendment"); and

WHEREAS, the City has now determined it needs more services from Consultant than considered at the time the First Amendment was executed and more services than can be performed under the current maximum compensation level of \$150,000; and

WHEREAS, the City enter into a Second Amendment on November 22, 2013 to increase the maximum compensation allowed to Consultant to increase the services received from Consultant; and

WHEREAS, the City now desires to exercise its second option to renew the term of the Agreement for one (1) additional year through execution of this Third Amendment; and

WHEREAS, for accounting reasons the City further desires to amend the term of this agreement so that the end of each term and renewal date will no longer fall in February but instead will coincide with the City's fiscal year in June of all applicable subsequent years.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the parties hereby amend the Agreement as follows:

1. Paragraph 4.1 of the Agreement is hereby deleted in its entirety and replaced by the following:

4.1 Term. This Agreement shall commence on the Effective Date and continue until June 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Parties will have the option to renew up to two (2) one (1) year periods.

2. All other provisions of the Agreement shall remain in full force and effect.

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

CITY OF COSTA MESA,  
A municipal corporation

[Redacted Signature]

Chief Executive Officer

4/4/14

Date

SUPERIOR PAVEMENT MARKINGS, INC.

[Redacted Signature]

Signature

3/18/14

Date

DARREN VELTZ SECRETARY

Name and Title

APPROVED AS TO CONTENT:

[Redacted Signature]

Department Director

3.26.14

Date

APPROVED AS TO FORM:

[Redacted Signature]

City Attorney

03/27/14

Date