

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

THIS AGREEMENT is made and entered into this 5th day of April, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SUPERIOR PAVEMENT MARKINGS, INC., California corporation C2868038 ("Consultant").

WITNESSETH:

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

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

C. WHEREAS, City and Consultant desire to contract for the specific services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fees set forth in Exhibit B. Consultant's annual compensation shall not exceed One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) Consultant's total compensation, including the original term and any extensions thereof, shall not exceed Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on April 4, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The City has the option to extend the Agreement for up to two periods of one year each.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

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

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-7470
Attn: Public Services Department

Courtesy Copy to:

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

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit

“D” and incorporated herein by reference. Consultant’s failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation,

Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*).

Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA

Chief Executive Officer

Date: 4/25/16

Interim Finance Director

Date: 4.19.16

Department Head/Director

Date: 4.18.16

CON [REDACTED]

Date: 4/12/16

Signature
DARREN VELIZ SECRETARY

Name and Title
[REDACTED]

Social Security or Taxpayer ID Number

ATTEST:
[REDACTED]



City Clerk

APPROVED AS TO FORM:
[REDACTED]

Date: 04/19/16

City Attorney

APPROVED AT TO INSURANCE:
[REDACTED]

Date: 4/12/14

Risk Management

APPROVED AS TO CONTENT:
[REDACTED]

Date: 4/12/16

Project Manager

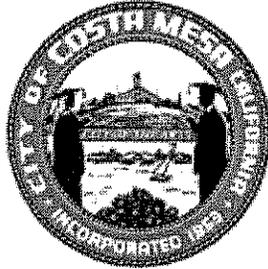
EXHIBIT A
INVITATION FOR BID

EXHIBIT B
CONSULTANT'S RESPONSE

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D

CITY COUNCIL POLICY 100-5



INVITATION FOR BID (IFB) #16-29

For

STREET STRIPING & THERMOPLASTIC MARKINGS

PUBLIC SERVICES DEPARTMENT

Released on February 11, 2016

INVITATION FOR BID

STREET STRIPING & THERMOPLASTIC MARKINGS

Dear Bidders:

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

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$109 million and a total of over \$114 million of fiscal year 2014-2015.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

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

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

2. SCHEDULE OF EVENTS

This request for bid will be governed by the following schedule:

Release of IFB	February 11, 2016
MANDATORY Pre-Bid Meeting	February 16, 2016 @ 9:30 a.m.
Deadline for Written Questions	February 19, 2016
Responses to Questions Posted on Web	February 23, 2016
Bids Due	February 26, 2016 @ 9:59 a.m.
*Approval of Contract	April 5, 2016

*All dates are subject to change at the discretion of the City

Mandatory Pre-Bid Meeting

A **mandatory** Pre-Bid Meeting will be held to discuss the IFB and Scope of Work. City staff will respond to questions from potential Bidders. All potential Bidders must attend this meeting or their bids will be rejected (disqualified) without review and eliminated from further consideration. The meeting is scheduled as follows:

Tuesday, February 16, 2016 @ 9:30 a.m.
City Hall
Conference Room 1A First Floor
77 Fair Drive
Costa Mesa, CA 92628

3. SCOPE OF WORK

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

The work to be performed is located in the City of Costa Mesa, County of Orange, on various streets to be assigned by City representative. Exhibit A – Street Striping Inventory Sheets.

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.

SPECIFIC REQUIREMENTS

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

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

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

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

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

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

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

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

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

The rate of application of paint and beads should be:

- Broken 4" single stripes, 6 to 6.5 gallons per mile.
- Solid 4" single stripes, 17 to 18 gallons per mile.
- Six pounds of beads per gallon of paint.

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

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

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

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

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

Materials: All materials used shall be formulated for street striping and traffic marking purposes and approved by the City of Costa Mesa. A complete list of product specifications and material safety data sheets shall be attached to the proposal and become a part of the specification document. The materials to be used on all work performed under this contract shall be ready mixed, one-component, waterborne acrylic traffic paint, and shall conform to State Specifications cited in Caltrans Standard Specifications, Section 84-3.02 and Department of Transportation specification PTWB-01R2. Failure to comply with this section may be cause for rejection of any proposal or cancellation of any contract.

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

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

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

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

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

Materials: All materials used shall conform to the provisions in Sections 84-1, "General", and 84-2 "Thermoplastic Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications and these special provisions. Specifications for glass beads in Caltrans Standard Specifications Section 84-2.02 "Materials" is amended to read "8010-21C-22 (Type n)". Glass beads shall be premixed within the thermoplastic material prior to application and also applied to the thermoplastic material immediately following the application of the striping. Thermoplastic material shall conform to the requirements of Caltrans Specification No. PTH 392BA, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow. The binder material shall be alkaloid. Copies of the Caltrans Specification No. PTH 3928 are available from the Caltrans Transportation Laboratory, Sacramento, California.

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

Testing: The thermoplastic application rate shall be determined by passing the melter over a metal plate while the thermoplastic application system is operating. The flow of glass beads shall be stopped while passing over the metal plate. The City Representative shall measure thickness of the applied thermoplastic immediately after application of thermoplastic on the metal plate. Work shall not continue if the proper thickness of thermoplastic is not being applied. Adjustments and corrective measures shall be applied to ensure that the correct thickness of thermoplastic will be applied. Testing of the thermoplastic application

rate, as described above, will be required following any adjustment to the thermoplastic application rate, thermoplastic applicator nozzles, or any other thermoplastic application equipment prior to commencement or re-commencement of striping. The initial testing and re-testing of thermoplastic application rates at any location shall be considered as a single thermoplastic application rate test.

WORK SCHEDULES

The Contractor shall submit for review and approval a work schedule for each month within ten (10) days prior to starting work. The work schedules shall be set on an annual calendar identifying all streets and/or districts to be completed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the City for review and approval within five (5) working days prior to scheduled time for work.

The Contractor shall submit an inventory sheet of work completed monthly with invoice. Completed work inventory sheet shall include street names, paint totals, and date of work.

QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the City a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the City for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the City upon request.

ADDITION/DELETION OF SERVICES

The City reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the City and the Contractor.

EXHIBIT A

Street Striping Inventory Sheets

EXHIBIT SOW-A

STREET STRIPING INVENTORY SHEETS

ARTERIAL AND COLLECTOR STREET INVENTORY

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

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

ARTERIAL AND COLLECTOR STREET INVENTORY

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

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

ARTERIAL AND COLLECTOR STREET INVENTORY

EXHIBIT- 2

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

ARTERIAL AND COLLECTOR STREET INVENTORY

EXHIBIT- 2

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

TOTAL FOOTAGE OF STRIPING

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

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

W. 20 TH ST, Placentia-Pomona					200		
21 ST ST					500	3005	
22 ND ST (inc. bridge)	490		4,390	650	200	100	
23 RD ST					350	2390	
24 TH PL							
ABBIE WAY							
ADAMS AV, S.A. river to M.V.W/Plac.	5870			5985	3137	350	
ADAMS AV, M.V.W/Plac. To M.V.E.	3520			5740	4620		80
ADAMS AV, M.V.E. to Royal Palm	230			1770	585	340	
ADAMS AV, Royal Palm-Harbor	827			1080	145	416	
ADAMS AV, Harbor-Fairview	2920				15		80
AIRPORT LOOP DR	535				530	1280	
AIRWAY AV	530				775	9030	
ALABAMA CIR							
ALANZO LN							
ALASKA AV							
ALBATROSS DR	150				125	1000	
ALBANY ST							
ALBERT PL					300		
ALISO AV, @ 20th					50		
ALLEGHENY AV							
ALVA LN					50		
	50				112		
AMERICAN PL							
AMHERST PL							
AMHERST RD							
ANAHEIM AV	150				425	3200	
ANDOVER PL							

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

BALEARIC DR					234		1200	
BALI CIR								
BALLOW LN					50			
BALMORAL PL								
BALTRA PL							95	
BARBADOS PL					190			
E. BAY ST, Newport-Orange					100		1040	
E. BAY ST, @ Tustin					50			
W. BAY ST, Harbor- Newport	100				300		1510	
BAY ST, BRIDGE OVER 55 FWY	340			390	165			
BEACH ST								
BEAR ST, Sunflower-So. Coast	1600			1120				220
BEAR ST, So. Coast- Metro Pointe	590			690				
BEAR ST, Metro Pointe-Paularino	710			690	2640	1310		
BEAR ST, Paularino-Baker	1960				1125	90		210
BEAR ST, Baker-Bristol	290			1230	2395	2050		
BEGONIA AV							50	
BELFAST AV					90		1360	
BERMUDA DR					300			
BERNARD ST	50				155			
BIMINI PL					50			
BISMARK WAY								
BLUEBIRD CIR					128		104	
BOA VISTA CIR								
BOA VISTA DR					360		1370	
BOISE WAY								
BONNIE PL								
BOSTON WAY								
BOWDOIN PL								
BOWLING GREEN								

BRAY LN								
BRENTWOOD PL								
BRIGGS AV					100		555	
BRISTOL ST, sb Newport-Redhill/SA					2470	3568		
BRISTOL ST, Randolph-sb Newport	390				980	1050		
BRISTOL ST, Baker-Randolph	760				410	1545		
BRISTOL ST, Paularino-Baker	340							
BRISTOL ST, Hotel Way-Paularino	575							
BRISTOL ST, Anton-Hotel Way	2100				300			305
BRISTOL ST, Sunflower-Anton								
BROADWAY	45			11980	3680			
BUCHANNAN WAY								
BUCKNELL RD					50		1980	
BUNTING CIR								
BUOY ST								
CABRILLO ST, @ Irvine					50			
CABRILLO ST, Newport-Santa Ana					300			
CADILLAC AV					1700	3160		
CALIFORNIA ST	400			9750	815	3716	465	
CALVERT AV								
CAMBRIDGE CIR								
CAMELLIA LN								
CANADIAN DR								
CANARY DR					50			
CANNONADE CIR								
CANYON DR	114				300		1470	
CAPE VERDE PL					50			
N. CAPELLA CT								
S. CAPELLA CT								
CAPITAL ST, E&W/O National					100			

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

CLUBHOUSE CIR							
CLUBHOUSE RD				100		1240	
CLUB MESA DR							
COLBY PL							
COLGATE DR				50			
COLLEGE AV, s/o Wilson	70		650	395	1775		
COLLEGE AV, Village-Gisler	90			1325			
COLLEGE DR							
COLORADO LN							
COLORADO PL							
COLUMBIA DR, Fair-Hanover				130			
CONCORD ST							
CONGRESS ST, State-Placentia				50			
CONGRESS ST, @ Pomona				50			
CONTINENTAL AV, Wilson-Senate				220			
CONTINENTAL AV, @ Victoria	20			50			
CONWAY AV				190		1235	
COOLIDGE AV	60			175			
CORAL AV				250		290	
CORIANDER DR							
CORK LN							
CORNELL DR				50			
CORONA LN				365			
CORONADO DR	75		1920	320	1630	1080	
CORSICA PL				350			
CORTEZ ST						525	
CORVO PL							
COSTA MESA ST				350			
COTTAGE PL							
COUNTRY CLUB DR				2412			

COVE ST							
CRESTMONT PL							
CROCUS CIR							
CROFTDON ST					50		
CYNTHIA CT							
DAHLIA AV						430	
DAKOTA AV					100		
DALE WAY					80	650	
DAMASCUS CIR							
DARRELL ST							
DARTMOUTH PL							
DATE PL							
DAVIS PL							
DEBRA DR							
DEEDEE DR							
DELAWARE PL							
DEL MAR AV	385		2615		1025	805	975
DENVER DR							
DEODAR AV					100	470	
DE SOTO AV					40		
DOCTORS CIR					50		
DOGWOOD ST							
DONEGAL PL							
DONNYBROOK LN					50		
DORSET LN					90		
DRAKE AV					100	450	
DUBLIN ST					120		
DUKE PL							
ELBA CIR							
EL CAMINO DR, Adams-Mendoza	230				1595	350	

EL CAMINO DR, Mendoza-LaSalle					90		770	
EL RIO CIR					40			
ELDEN AV, Mesa-22nd					600		4050	
ELLESMERE AV					100			
ELM AV					120		820	
ELMHURST LN								
ENTERPRISE ST					730			
ESTHER ST, @ Irvine					50			
ESTHER ST, @ Santa Ana					100			
EUROPA DR					300			
EVERGREEN PL								
FAIR DR, Harbor- Fairview	1145			5600	1310	3730		
FAIR DR, Fairview-Newport	2050			3465	855	2450		1080
FAIR DR, On 55 overpass bridge	710			1825	110			
FAIRVIEW RD, Npt.-Wilson	360			1480	160	500		
FAIRVIEW, Wilson-Fair	830			4510	80			225
FAIRVIEW, Fair-Merrimac	1360			1825	250			
FAIRVIEW, Merrimac-Adams	3610			3750				
FAIRVIEW, Adams-Baker	2312			1250	120			
FAIRVIEW, Baker-McCormack	925			1655				
FAIRVIEW, McCormack- So. Coast	3105		438 yellow	2390				230
FAIRVIEW, So. Coast-Fairview	735			2485				
FAIRVIEW BRIDGE n/b over 55			400 y & w					
FAIRWAY PL					50			
FAIRWAY DR					200			
FARAD ST					50			
FARALLON DR, (dy is recorded on Samar)								

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

GISLER AV E/O Harbor	300			640	110	
GLEN CIR						
GLENEAGLES TER						
GOLDENEYE PL						
GOLDENROD DR						
GOLF COURSE DR			1985	100		
GOVERNOR ST, Placentia-State				150		
GOVERNOR ST, @ Pomona				50		
GRACE LN						
GRAND HAVEN CI						
GRANT AV				70		
GREEN ST						
GREENBRIAR LN						
GREENBROOK DR						250
GROVE PL						
HAITI CIR						
HAMILTON ST	170		9255	3465		1350
HANOVER DR				50		
HARBOR BLVD, Newport-19th	760					
HARBOR BLVD, 19th-Bay	655			880	2680	
HARBOR BLVD, Bay-Hamilton	190			580	600	
HARBOR BLVD, Hamilton-Victoria	435			875	180	
HARBOR BLVD, Victoria-Wilson	460			690	1610	
HARBOR BLVD, Wilson-Fair	1385			180		
HARBOR BLVD, Fair-Merrimac	960			110		
HARBOR BLVD, Merrimac-Adams	1715					190
HARBOR BLVD, Adams-Baker	1050			310		
HARBOR BLVD, Baker-Nutmeg	700					
HARBOR BLVD, Nutmeg-Gisler	630					
HARBOR BLVD, Gisler-So. Coast	905					190

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

JASMINE CIR							
JAVA RD					100		
JEANETTE PL							
JEFFERSON AV							
JEFFREY DR					100		
JENNIFER LN							
JOANN ST, Placentia-Miner					150		
JOANN ST, @ Fordham					50		
JOHNSON AV					50		
JUNIPERO DR	50				515	1700	
KALMUS DR	290				410		1490
KAUAI PL					160		225
KENTUCKY PL							
KENWOOD PL							
KERRY LN							
KILLARNEY LN							
KILLDEER CIR							
KILLYBROOKE LN					375		1745
KINGLET CT					260		1130
KLONDIKE AV							
KNOWELL PL							
KNOX PL							
KNOX ST							
KORNAT DR							
LABRADOR DR					50		880
LA LINDA PL							
LA PERLE LN							
LA PERLE PL							
LA SALLE AV					592		240
LANAI DR							415

LANSING LN							
LANTANA LN							
LARKSPUR ST							
LAURIE LN							
LEAR AV	150				310		150
LEHIGH PL							
LAVENDER LN							
LEMINOS DR							
LEMON ST					100		
LENWOOD CIR							
LENWOOD DR							
LIARD PL							
LILAC LN							
LILLIAN PL					50		
LIMERICK LN							
LINCOLN WAY							
LINDEN PL							
LISA LN							
LITTLETON CIR							
LITTLETON PL							
LOGAN AV					50		1980
LOMA CIR							
LONDONDERRY ST					170		
LOREN LN							
LORENZO AV					50		
LORETO AV							
LOYOLA RD					250		760
LUDINGTON ST					245		960
LUPINE CIR							
MACARTHUR BL, Bridge-Harbor	1170			1700	2185	1680	

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

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

NEVADA AV							
NEVIS CIR							
NEW HAMPSHIRE DR					100		1985
NEW JERSEY ST							
NEW MEXICO ST							
NEW YORK AV							
NEWHALL ST							
n/b NEWPORT BL, s/o Walnut-Bay	300		1260-y	140			
n/b NEWPORT BL, Bay-22nd	365		1435-y	1630			165
n/b NEWPORT BL, 22nd-Wilson	735		1155-y	1610			
n/b NEWPORT BL, Wilson-Snta Isabel	50		450-y	450			
n/b NEWPORT BL, Snta Isabel-Del Mar	170		2000-y	2590			224
n/b NEWPORT BL, Del Mar-Mesa	230		750-y	1210			
n/b NEWPORT BL, Mesa-Bristol	190		2650-y	2530			
s/b NEWPORT BL, Bristol-Mesa	645		1790-y	1600			
s/b NEWPORT BL, Mesa-Fair	300						185
s/b NEWPORT BL, Fair-Vanguard	230						
s/b NEWPORT BL, Vanguard-Wilson	480						170
s/b NEWPORT BL, Wilson-Fairview	395		650-y	930			125
s/b NEWPORT BL, Fairview-Victoria	525		1060-y				
s/b NEWPORT BL, Victoria-Bay	535		1140-y	1430			
s/b NEWPORT BL, Bay-Ford			1220	1000			300
NEWTON WAY							
NORSE AV					50		
NORSE WAY							
NOTRE DAME RD					225		
NUTMEG PL	50				500		
OAHU PL							
OAK ST					188		
OGLE CIR							

OGLE ST, @ Irvine					50		
OGLE ST, @ Santa Ana					100		
OHIO PL							
OHMS WAY							
OLD NEWPORT BL, east side					250		1950
OLD NEWPORT BL, west side					275		725
OLYMPIC AV							
ORANGE AV, E15th-E17th	180				185		
ORANGE AV, E17th-Mesa	190				2225	380	8775
ORCAS DR							
OREGON AV							
ORIOLE DR					180		1736
OXFORD LN							
PACIFIC AV					280		2030
PALACE AV							
PALAU PL							
PALMER ST							
PALOMA DR					50		570
PAMELA LN							
PANAY CIR							
PARK AV	555				465	1010	
PARK DR					100		
PARKCREST DR					100		
PARK CENTER DR							
PARKGLEN CIR							
PARKHILL DR					50		
PARKVIEW CIR							
PARKVISTA CIR							
PARNELL PL							
PAROS CIR							

PARSONS ST					200		
PAULARINO, Fairview-Helena PI			4875		510		2900
PAULARINO, BEAR-BRISTOL	610			925	1275	465	
PAULARINO, BRISTOL-RED HILL	520			6220	1295	3390	
PAULARINO, RED HILL-AIRWAY	400				220	930	100
PAULINE PL							
PEACE PL							
PELICAN PL					320		
PEMBA DR							
PEPPERTREE LN					450		
PETERSON PL					250		860
PHALAROPE CT					270		
PIERCE AV							
PIERPONT DR							
PINECREEK DR	60				400		400
PINE PL							
PITCAIRN DR							
PLACENTIA AV, Adams-Estancia N.	1605			16410	2665		410
PLACENTIA AV., Estancia N-Wilson	765			3545			
PLACENTIA AV., Wilson-Victoria	300			1880	490	1480	
PLACENTIA AV, Victoria-19th	813			5290	808	4590	
PLACENTIA AV, 19th-18th	225			1855	655	310	
PLACENTIA AV, 18th-17th	200			2410	485	1930	
PLACENTIA AV, 17th-16th	270			2485	200	1980	
PLACENTIA AV, 16th-City Limit				290	155	260	
PLATTE DR					50		
PLUM PL							
PLUMER ST					100		
PLUMERIA PL							
POMONA AV	770				1390		5840

PONDEROSA ST					50		
POPPY CIR							
PORTOLA DR					315		
POST RD							
PRESIDENT PL, @ Victoria front.					50		
PRESIDIO DR					550	3420	
PRESIDIO SQ							
PRIMROSE ST					50		
PRINCETON DR					100	3010	
PROSPECT PL							
PUENTE AV							
PULLMAN, PAULARINO-RED HILL					360	2560	
PULLMAN, BAKER-KALMUS	300				445	2260	
PURDUE DR							
QUEENS CT							
RALCAM PL							
RALEIGH AV, @ Hamilton					50		
RAMONA PL							
RAMONA WAY							
RANDOLPH AV, e/o Bristol					50		
RANDOLPH AV, Baker-Bristol	310				1000		
RANDOLPH AV, n/o Baker	50						
RAYMOND AV, @ 20th					50		
REDDING AV							
REDHILL AV	3965			13495	11425		
REDLANDS PL							
REDWING CIR							
REDWOOD AV							
REGIS LN							
REPUBLIC AV, n/o Wilson					50		

REPUBLIC AV, Wilson-Senate					230		
REPUBLIC AV, @ Victoria front.					50		
RHODE ISLAND CIR							
RHODES DR					100		466
RIDGECREST CIR							
RIVERSIDE PL							
RIVIERA DR					375		
ROANOKE LN							
ROBIN HOOD LN							
ROBIN HOOD PL							
ROCHESTER ST							
ROGERS PL							
ROOSEVELT WAY							
ROSE LN							
ROSEMARY PL							
ROSS ST							
ROYAL PALM DR		50			300		60
ROYCE LN					50		
RUE DE CANNES							
RURAL LN					210		375
RURAL PL					210		375
RUTGERS DR					50		
SAINT CLAIR ST					150		790
SAKIOKA DR		1150			500	190	
SALINAS AV							
SALVADOR ST							
SAMAR DR					290		1810
SAMAR PL							
SAMOA PL							
SAN BERNARDINO PL							

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

SHAMROCK LN							
SHANNON LN							
SHANTAR DR	160			80		740	
SHARON LN				170			
SHERWOOD PL							
SICILY AV				50			
SIERKS ST							
SKYLARK CIR							
SMALLEY RD				310			
SONORA RD				410		575	
SOUTH COAST DR, Bear-Fairview	3000		9085	745	3300		260
SOUTH COAST, Fairview-Susan	1095		3420	120			
SOUTH COAST, Susan-Harbor	1040		2220	300			
SOUTH COAST, Harbor-Hyland	840		2285	1510	680		850
SPARKS ST							
SPARROW CIR							
SPRINGFIELD ST							
STARBIRD DR						610	
STATE AV, Wilson- American				50			
STERLING AV, @ Hamilton				50			
STONEFIELD ST				50			
STROMBOLI RD							
STURGEON DR							
SUMATRA PL							
SUMBA CIR							
SUNFLOWER, Cadillac-Harbor	505		5300	1465	3940		
SUNFLOWER, Harbor-Susan	715		2775	1055	340		
SUNFLOWER, Susan-Fairview	700		3230	425	780		
SUNFLOWER, Fairview-Bear	2060			2445	4795		
SUNFLOWER, Bear-Bristol							

SUNFLOWER, Bristol-Main	2470		6190			
SUNSET DR				50		
SUPERIOR AV, parking lot- 18th-Npt				175		
SUPERIOR AV, Newport-Anaheim				515		
SUPERIOR AV, Anaheim-16th/Industrial	625	126		555	2320	
SUPERIOR AV, 16th/Industrial-City Limit	210			160	400	
SURF ST						
SUSAN ST	2025		2400			430
SUSANNAH PL						
SUTTER WAY						
SUVA CIR						
SWAN CIR				50		
SWAN DR						
SWARTHMORE LN						
TABAGO PL						
TAFT WAY						
TAHITI DR				100		
TANAGER DR				100	740	
TANANA PL						
TAYLOR WAY						
TEAKWOOD PL						
TERMINAL WAY						
TERN CIR				50		
TEXAS CIR						
THE MASTERS CIR						
THURIN AV	30			390	950	
TIMOR DR					255	
TORONTO WAY						
TOWN CENTER DR	345			700		240
TOWNE ST				100		

TRABUCO CIR							
TRAVERSE DR							
TRENTON WAY							
TRINITY DR					50		
TULANE RD							
TULANE PL							
TULARE DR							
TULIP LN							
TURLOCK DR							
TUSTIN AV, 15th-17th	60				320		1710
TUSTIN AV, 17th-21st	200				775		3475
TUSTIN AV, 21st-22nd					165		920
TYLER WAY							
UNION AV					50		
UTAH CIR							
VALENCIA ST					100		1000
VALLEJO CIR							
VALLEY CIR							
VALLEY RD	55				225		190
VAN BUREN AV					40		
VANGUARD WAY, BRIDGE	310			515	240		
VANGUARD WAY	190		1780		250	4020	
VENTIAN DR							
VASSAR PL							
VELASCO LN					100		
VERMONT AV					50		
VICTORIA PL					280		
VICTORIA ST, PLACENTIA-NPT. BL	2365			11545	1730	8940	
VICTORIA ST, SA RIVER-PLACENTIA	8,000			3,655	3,255	2700	
VICTORIA ST, S.A. RIVER BRIDGE				1,300	1,300		

VICTORIA FRONTAGE RD					200		
VILLAGE WAY					280	1090	
VILLANOVA RD					210	1740	
VIOLA PL					50		
VIRGINIA PL					300		
VIREO CIR							
VISALIA DR							
WAKE FOREST RD					150	1625	
WAKEHAM PL					50		
WALLACE AV, Hamilton-18th					300	2270	
WALNUT PL					50		
WALNUT ST, @ Newport Bl					50		
WALNUT ST, Orange-Esther					250		
WARREN LN					240		
WASHINGTON AV					50		
WATERMAN WAY							
WATSON AV					430		
WAXWING CIR							
WEELO DR							
WELLESLEY LN							
WELLS PL							
WESTBROOK PL							
WESTMINSTER AV, Monte V-Del Mar					100		
WESTMINSTER PL					50		
WHITE OAK ST							
WHITTIER AV, N/O 19th					225		
WHITTIER AV, 19th-south end			450		340	2600	
E WILSON ST					2320		
W WILSON ST	2275		1200	5510	3305	8645	2700
WIMBLEDON WAY					2060		

WINTERGREEN PL								
WISTERIA CIR								
WOODLAND PL, @ Tustin					50			
WREN CIR								
WYOMING CIR								
YALE PL								
YELLOWSTONE DR					50			
YORKSHIRE ST								
YUKON AV	50				410		1160	
YUKON CIR								
FOOTAGE TOTALS	135899	60000	23676	296839	188753	155006	171711	8626

TOTAL FOOTATE OF STRIPING

4. BIDDER'S MINIMUM REQUIREMENTS

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Section 3 - Scope of Work, of this IFB are invited to submit a bid, provided they meet the following requirements. **If these requirements are not met, the bid may not receive further consideration, as determined in the sole discretion of the City.**

4.1 The Bidder must have **5** years of experience, within the last **10** years, providing Street Striping & Thermoplastic Marking Services or services equivalent or similar to the services identified in Section 3 - Scope of Work.

4.2 The Bidder must have a Planning/Project Manager/Supervisor assigned to the Contract with **5** years of experience, within the last **10** years, providing Street Striping & Thermoplastic Marking Services or services equivalent or similar to the services identified in Section 3 - Scope of Work.

4.3 The Bidder must show proof of possession of a valid Class A or C31/C32 License.

4.4 The Bidder shall provide 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.

4.5 The Bidder must be bonded and must provide proof of bonding.

4.6 The Bidder must comply with the IFB format and requirements set forth in the Bid Format Guidelines, Section 5, of this IFB when submitting his/her bid.

4.7 The Bidder must agree to the terms and conditions of a standard City of Costa Mesa Professional Services Agreement, if awarded a PSA, of which a sample in substantial finished form is included in this package in Appendix B - Sample Professional Services Agreement.

4.8 The Bidder must acknowledge intent to comply with the City of Costa Mesa's insurance requirements.

4.9 The Bidder must comply with SB-854 and must be registered with the California Department of Industrial Relations (DIR).

5. BID FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Costa Mesa with a thorough bid using the following guidelines:

Bid should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each bid will adhere to the following order and content of sections. Bid should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the IFB instructions, responding to the IFB requirements, and on providing a complete and clear description of the offer. Bids which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following bid sections are to be included in the Bidder's response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A "Request for Bid-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the bid. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the bid price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Section 3 Scope of Work of this IFB

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this IFB. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this IFB; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Bidders are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider bids that offer alternative service delivery means and methods for the services desired.
6. Bidders are also requested to identify any City owned facilities or property which Bidder would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost bid to the City, if applicable.

- **Staffing**

Provide a list of Supervisor(s) who will be managing on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Invitation for Bid.

Bidders shall provide at least **five (5) references** that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a bid should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Bidders.

- **Financial Capacity**

Provide the Bidder's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Bidder. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Bidder.

- **Bid Sheet**

All Bidders are required to use the form in Appendix D to be submitted with their bid. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Bids shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Professional Services Agreement**

The firm selected by the City will be required to execute a Professional Services Agreement for Services (PSA) with the City. The form of the PSA is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. If a Bidder has any exceptions or conditions to the PSA, these must be submitted for consideration with the bid. Otherwise, the Bidder will be deemed to have accepted the form of PSA. See Section 13, below.

- **Checklist of Forms to Accompany Bid**

As a convenience to Bidders, following is a list of the forms, included as appendices to this IFB, which should be included with bids

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (3) Bid Sheet
- (4) Disclosure of Government Positions
- (5) Disqualifications Questionnaire

6. **PROCESS FOR SUBMITTING BID**

- **Content of Bid**

The bid must be submitted using the format as indicated in the bid format guidelines.

- **Preparation of Bid**

Each bid shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Bids**

Submit one original, two (2) hard copies plus one disk copy or flash drive of your bid in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control. City will not return disk copy or flash drive to Bidders.

- **Submission of Bids**

Complete written bids must be submitted in sealed envelopes marked and received no later than **9:59 a.m. (P.S.T) on February 26, 2016** to the address below. Bids will not be accepted after this deadline. Faxed or e-mailed bids will not be accepted. **NO EXCEPTIONS.**

**City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200**

RE: IFB 16-29 Street Striping and Thermoplastic Markings

Bids received at or before the time and date stated above, shall be opened publicly and read aloud in the Council Chambers at said address.

- **Inquiries**

Questions about this IFB must be directed in writing, via e-mail to:

IFB Facilitator: **Stephanie Urueta @ stephanie.urueta@costamesaca.gov**

The City reserves the right to amend or supplement this IFB prior to the bid due date. All addendums, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & IFB's](#); Bidders should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **February 19, 2016 at 10:00 a.m.** The City reserves the right not to answer all questions.

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

- **Conditions for Bid Acceptance**

This IFB does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all bids received as a result of this IFB, to negotiate with any qualified source(s), or to cancel this IFB in part or in its entirety. The City may waive any irregularity in any bid. All bids will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the bid, it should be clearly identified.

7. BID REVIEW AND SELECTION PROCESS

The City of Costa Mesa reserves the sole right to judge the contents of the bids submitted pursuant to this IFB and to review and select the successful bid(s). The selection process will begin with receipt of the bid after the submission deadline and will include the following process.

Adherence to Minimum Requirements

A bid must adhere to the minimum requirements outlined in Section 4, Minimum Requirements. Failure of the Bidder to comply with the minimum requirements may result in the bid being eliminated from any further consideration. However, the City, in its sole discretion, may waive any inconsequential disparities in a bid if the sum and substance of the bid is present.

Bid Review

Bidder's Methodology

A review will be conducted of the Bidder's approach and methodology to accomplish the Scope of Work described in this IFB.

Bidder's Qualifications

A review will be conducted of the Bidder's background, experience and capacity as a corporation or other entity to perform the required services based on information provided under Qualifications of the bid.

Bidder's References

A review will include verification of references submitted under Qualifications of the bid. A review will be conducted to determine the magnitude of any pending litigation or judgments against the Bidder.

Required Forms

A review will be conducted of all required forms included in Checklist of Forms of the bid.

Completion of Bid Review

Upon completion of the bid reviews, the City shall notify the non-selected Bidders in writing that the City is considering recommending a contract to the lowest, most responsive and responsible Bidder. When it is determined that the selected Bidder has accepted to continue with the execution of a contract, a Notice of Recommendation for Contract Award will be sent to all Bidders. If a contract with the selected Bidder cannot be finalized, the City may, in its sole discretion, consider the next qualified Bidder who submitted a bid, as determined by the City.

8. PROTEST PROCEDURES

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

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the bids, such as disputes over the staff recommendation for contract

award, shall be submitted in writing to the IFB Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The IFB Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Bidder decide to appeal the response of the IFB Facilitator, and pursue its protest at the Council meeting, it will notify the IFB Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this IFB, protest, or any other written communication between the City and Bidder, shall be available to the public. The City intends to release all public portions of the bid following the evaluation process at such time as a recommendation is made to the City Council.

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

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

10. EX PARTE COMMUNICATIONS

Bidders' representatives should not communicate with the City Council members about this IFB. In addition, Bidders and Bidders' representatives should not communicate outside the procedures set forth in this IFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the IFB Facilitator, regarding this IFB until after Contract Award. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Bidder" or "Bidder's representative" includes all of the Bidder's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Bidder's bid, and any individual or entity who has been requested by the Bidder to contact the City on the Bidder's behalf. Bidders shall

include the Ex Parte Communications form (Appendix C) with their bids certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Bidder warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Bidder further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

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

13. CONDITIONS TO AGREEMENT, IF ANY.

The selected Bidder will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this IFB, which may be modified by City. All Bidders are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a bid shall be deemed acceptance of all the terms set forth in this IFB and the sample Agreement for Services unless the Bidder includes with its bid, in writing, any conditions or exceptions requested by the Bidder to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation bids and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

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

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this IFB prior to the bid due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & IFB's; Bidders should check this web page daily for new information.

Cost for Preparing Bid

The cost for developing the bid is the sole responsibility of the Bidder. All bids submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix G.

Appendix A



REQUEST FOR BID

STREET STRIPING & THERMOPLASTIC MARKINGS

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Bids: _____

Title: _____

E-Mail Address: _____

Business Telephone: _____

Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

Appendix B

**SAMPLE
CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

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

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all

Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Upon expiration of the initial Term, this Agreement may be renewed for a maximum of ___ additional one-year terms, upon mutual agreement of both parties in writing. The City is not obligated to give a reason or notice if it elects not to renew the Term.

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design,

development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

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

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

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

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

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

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

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

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

subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Bid, which shall be of no force and effect.

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

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from

City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[Mayor or Chief Executive Officer]

Date: _____

Interim Finance Director

Date: _____

Department Head

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
REQUEST FOR BIDS

EXHIBIT B
CONSULTANT'S BID

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT E
CERTIFICATES OF INSURANCE

EXHIBIT F

CITY COUNCIL POLICY 100-5

Appendix C

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning the CONTRACTOR Services IFB at any time after **February 11, 2016**

Name _____

Date _____

OR

I certify that Bidder or Bidder's representatives have communicated after **February 11, 2016** with a City Councilmember concerning the **Street Striping & Thermoplastic Marking Services**. A copy of all such communications is attached to this form for public distribution.

Name _____

Date _____

Appendix D

*Email
Bidders
signing sheet*

*\$ 150,000
Annual*

BID SHEET

IFB #16-29

ROADWAY STRIPING AND ROADWAY MARKINGS

SCHEDULE OF UNIT PRICES

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

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

ROUTINE MAINTENANCE -STRIPING (WATER-BASED PAINT)					
ITEM	BID ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Install 4' Center Line Per Cal Trans Detail 1 and Solid 4" Center Line	171,711	LF		
2	Install 4" Lane Line Per Cal Trans Detail 8 or Cal Trans Detail 11	875,000	LF		
3	Install 4" Double Yellow Lane Line with Black Center (4"-3"-4") Per Cal Trans Detail 22	188,753	LF		
4	Install 4" Two Way Left Turn Lane Per Cal Trans Detail 31 <i>per side</i>	155,006	LF		
5	Install 8" White Turn Lane Line Per Cal Trans Detail <i>2 38 A</i>	135,899	LF		
6	Install 4" Edge Line Yellow and White Per Cal Trans Detail <i>8 27 B as 24</i>	23,676	LF		
7	Install 6" White Bike Lane Line Per Cal Trans Detail 39 & 39A	296,839	LF		
8	Install 8" Lane Drop Per Cal Trans Detail <i>37 B B</i>	8,626	LF		
	TOTAL OF ROADWAY STRIPING BID ITEMS				\$

*- 2500
ON Land 2
- STOP Not the bar*

ROUTINE MAINTENANCE - THERMOPLASTIC MARKINGS					
ITEM	BID ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Install 12" White Crosswalks and Limit Lines	2500	LF		
2	Install 12" Yellow Crosswalks and Limit Lines	2500	LF		
3	Install Stops Message	25			
4	Install Pavement Legend Letters and numbers: (8' High) Keep Clear, Yield, Slow Dip, 25, 30, 40, MPH, Wait Here, Curve, No Exit, Ahead, Bump, Ped Xing, FWY North, FWY South, Slow, Signal	200			
5	Install Pavement Arrows <i>per head</i>	25			
6	Install School Messages	25			
	TOTAL OF ROADWAY STRIPING BID ITEMS				\$

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

TO THE CITY OF COSTA MESA:

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

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

Appendix E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

Appendix F

DISCLOSURE OF GOVERNMENT POSITIONS

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

Appendix G

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 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.

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.

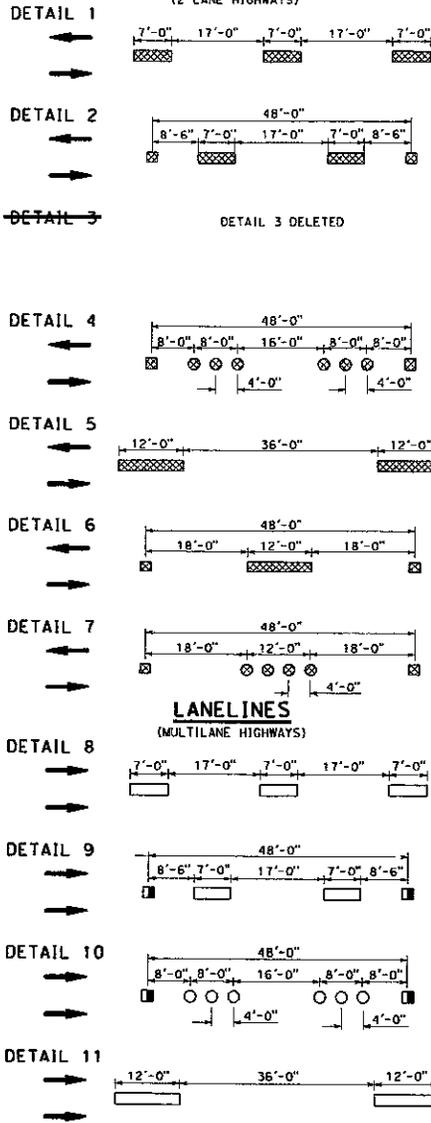
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Robert L. MacGoulin
 REGISTERED CIVIL ENGINEER
 No. 33113
 CIVIL
 STATE OF CALIFORNIA

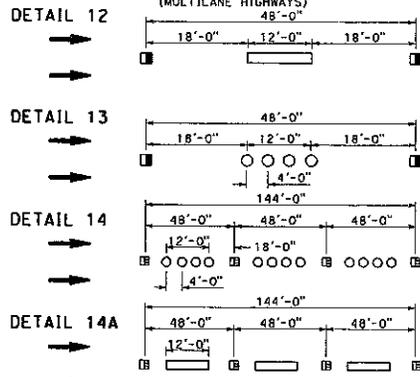
May 20, 2011
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

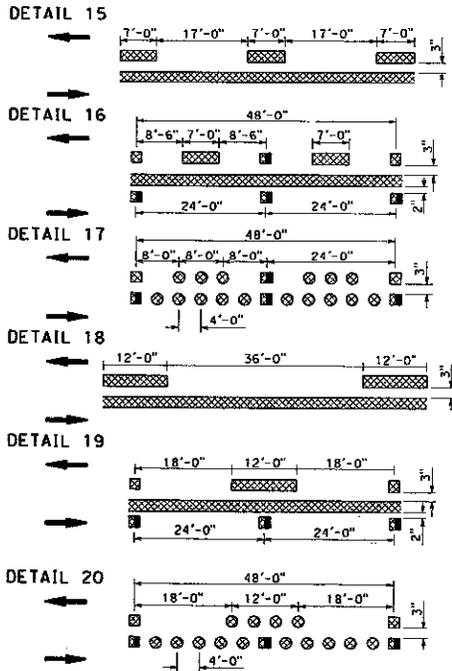
CENTERLINES
(2 LANE HIGHWAYS)



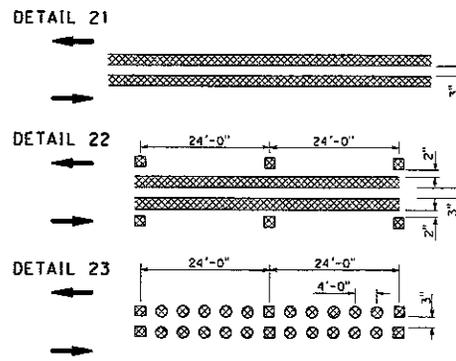
LANELINES (Cont)
(MULTILANE HIGHWAYS)



NO PASSING ZONES-ONE DIRECTION



NO PASSING ZONES-TWO DIRECTION



LEGEND

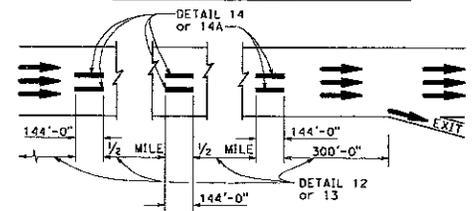
MARKERS

- TYPE A WHITE NON-REFLECTIVE
- ⊗ TYPE AY YELLOW NON-REFLECTIVE
- ◻ TYPE C RED-CLEAR RETROREFLECTIVE
- ◻ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- ◻ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- ◻ TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- ▬ 4" WHITE
- ▬ 4" YELLOW
- ➔ DIRECTION OF TRAVEL

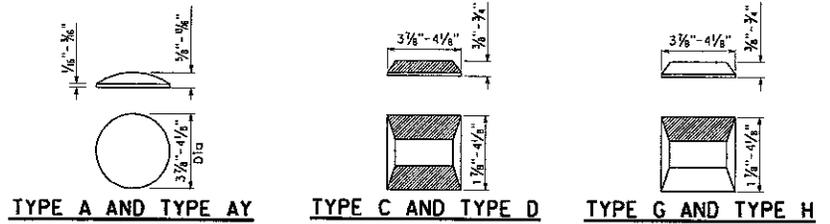
TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



NOTE:

Detail 14 is to be used in combination with Detail 13. Detail 14A is to be used in combination with Detail 12.

MARKER DETAILS



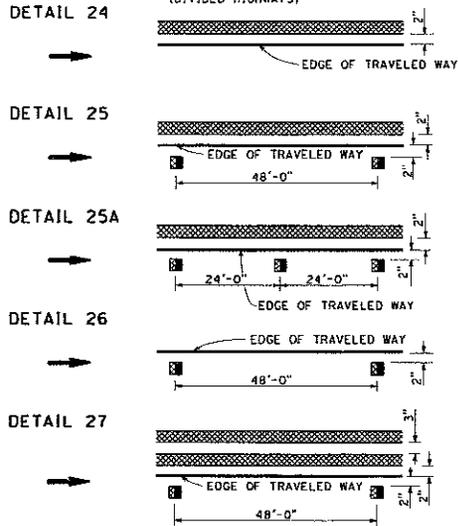
RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

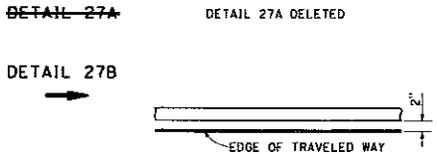
NO SCALE

A20A

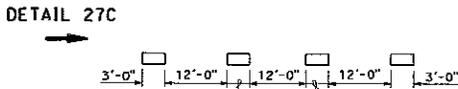
LEFT EDGELINES (DIVIDED HIGHWAYS)



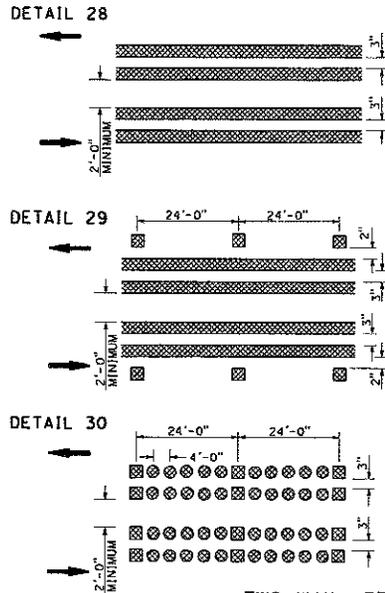
RIGHT EDGELINES



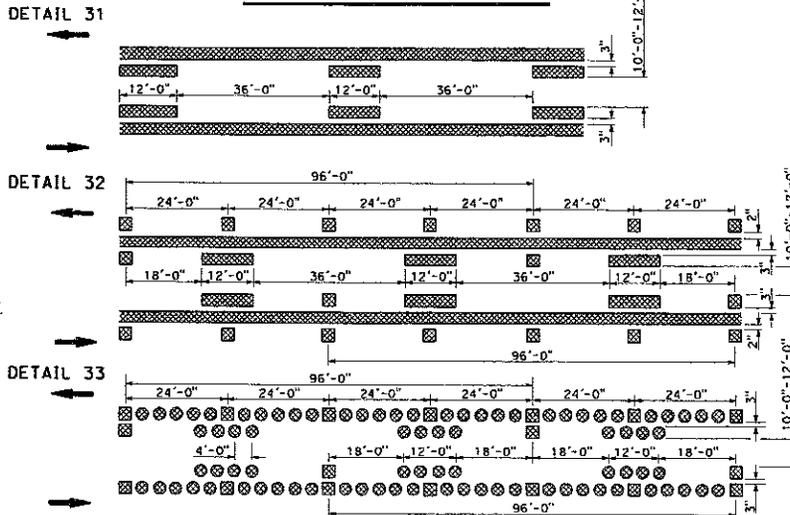
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS



MEDIAN ISLANDS



TWO-WAY LEFT TURN LANES



LEGEND

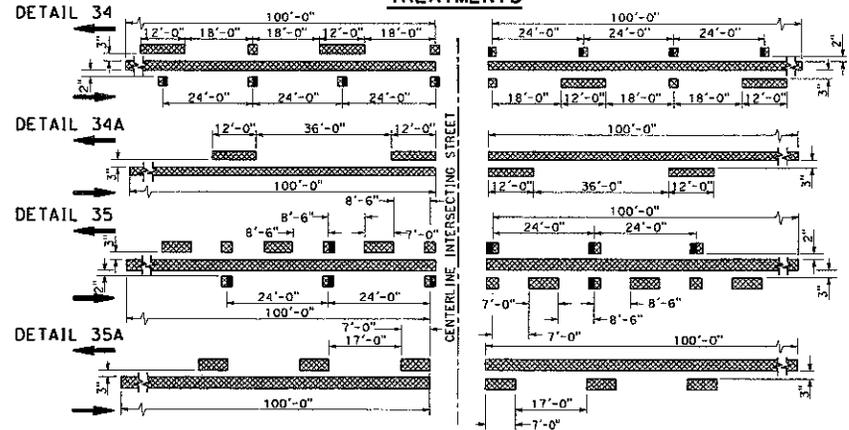
MARKERS

- ⊙ TYPE AY YELLOW NON-REFLECTIVE
- ⊠ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- ⊡ TYPE H ONE-WAY YELLOW RETROREFLECTIVE

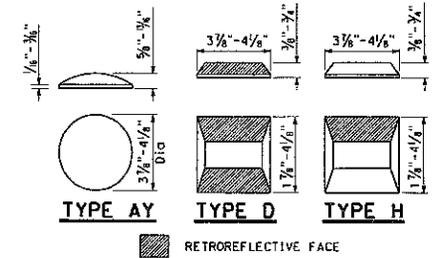
LINES

- ▭ 4" WHITE
- ▨ 4" YELLOW
- ← DIRECTION OF TRAVEL

INTERSECTION TREATMENTS



MARKER DETAILS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20B

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

Robert L. McLaughlin
 REGISTERED CIVIL ENGINEER
 No. 3-31-13
 CIVIL
 STATE OF CALIFORNIA

May 20, 2011
 PLANS APPROVAL DATE

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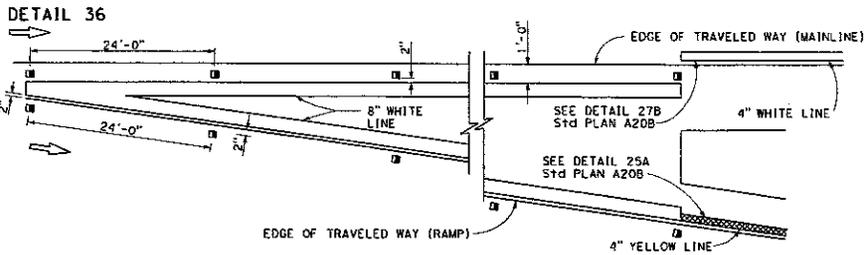
DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Registered Professional Engineer
Roberto L. McLaughlin
 REGISTERED CIVIL ENGINEER
 No. C40375
 Exp. 3-31-15
 CIVIL
 STATE OF CALIFORNIA

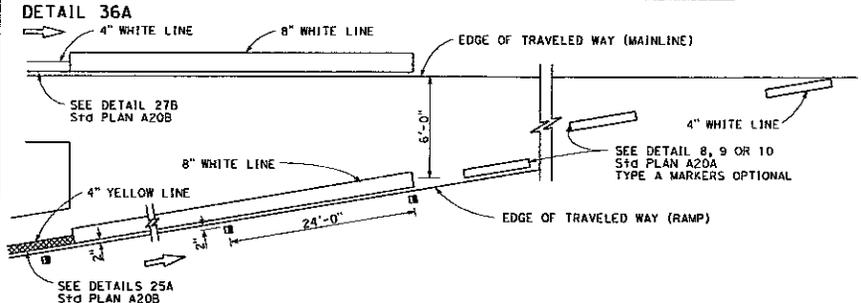
July 19, 2013
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF REPRODUCED COPIES OF THIS PLAN SHEET.

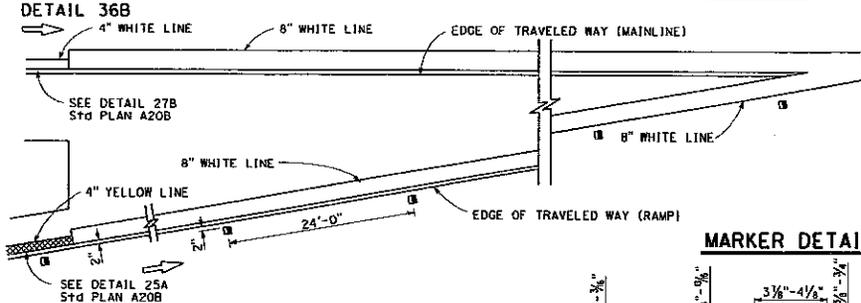
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



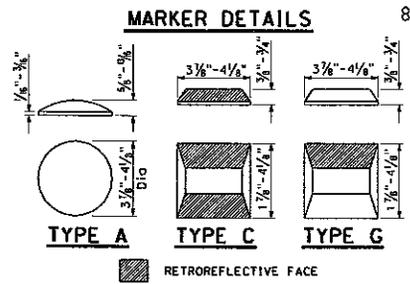
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



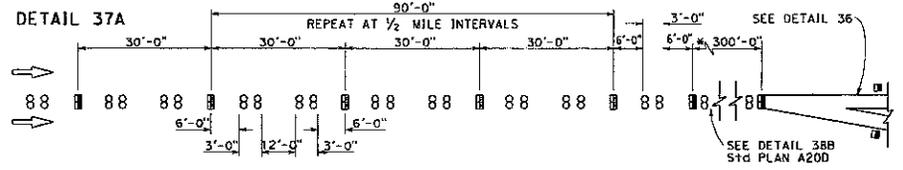
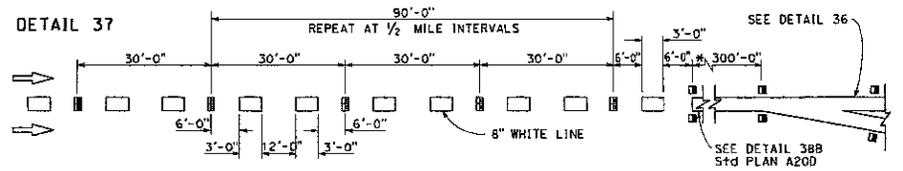
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT



- LEGEND:**
- MARKERS**
- TYPE A WHITE NON-REFLECTIVE
 - ◻ TYPE C RED-CLEAR RETROREFLECTIVE
 - ◼ TYPE G ONE-WAY CLEAR RETROREFLECTIVE

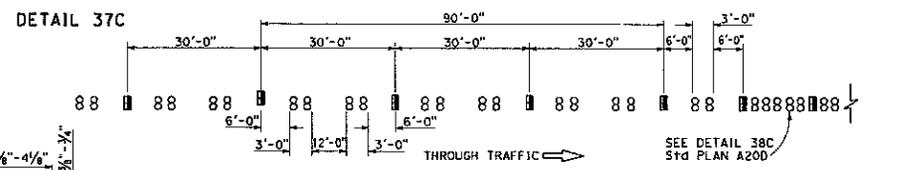
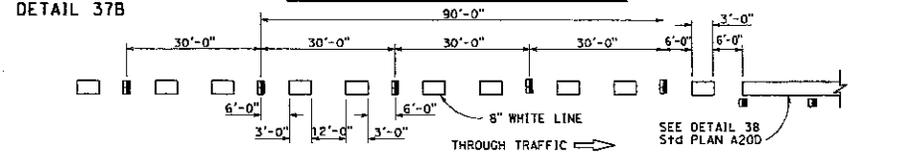


LANE DROP AT EXIT RAMP



* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

LANE DROP AT INTERSECTIONS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS
AND TRAFFIC LINE
TYPICAL DETAILS**

NO SCALE

RSP A20C DATED JULY 19, 2013 SUPERSEDES STANDARD PLAN A20C DATED MAY 20, 2011 - PAGE 11 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP A20C

2010 REVISED STANDARD PLAN RSP A20C



INVITATION FOR BID

FOR

STREET STRIPING & THERMOPLASTIC MARKINGS

IFB No. 16-29



PUBLIC SERVICES DEPARTMENT

CITY OF COSTA MESA

Released on February 11, 2016

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

Please sign this Addendum where designated and return the executed copy with submission of your bid. This addendum is hereby made part of the referenced bid as through fully set forth therein. Any questions regarding this addendum should be addressed to Stephanie Urueta, email stephanie.urueta@costamesaca.gov

3. SCOPE OF WORK

LICENSE REQUIREMENT

Prime Contractor or authorized sub-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.

4. BIDDER'S MINIMUM REQUIREMENTS

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Section 3 - Scope of Work, of this IFB are invited to submit a bid, provided they meet the following requirements. **If these requirements are not met, the bid may not receive further consideration, as determined in the sole discretion of the City.**

4.3 The Bidder or authorized sub-contractor must show proof of possession of a valid Class A or C31/C32 License prior to award of contract.

Replace Appendix D Bid Sheet with attached revised Appendix D Bid Sheet.

**REVISED
Appendix D**

SCHEDULE OF UNIT PRICES

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

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

ROUTINE MAINTENANCE – STRIPING (WATER-BASED PAINT)				
Bid Item	Estimated Quantity	Unit	Unit Price	Amount
Install 4" Center Line Per Cal Trans Detail 1 and Solid 4" Center Line	171,711	LF	\$.06	\$10,302.66
Install 4" Lane Line Per Cal Trans Detail 8 or Cal Trans Detail 11	875,000	LF	\$.03	\$26,250.00
Install 4" Double Yellow Lane Line w/Black Center (4"-3"-4") Per Cal Trans Detail 22	188,753	LF	\$.15	\$28,312.95
Install 4" Two Way Turn Lane Line Per Cal Trans Detail 31, Each Side	155,006	LF	\$.13	\$20,150.78
Install 8" White Turn Lane Line Per Cal Trans Detail 38 A	135,899	LF	\$.15	\$20,384.85
Install 4" Edge Line Yellow and White Per Cal Trans Detail 27 B	23,676	LF	\$.08	\$1,894.08
Install 6" White Bike Lane Line Per Cal Trans Detail 39 & 39A	296,839	LF	\$.12	\$35,620.68
Install Lane Drop Per Cal Trans Detail 37 B	8,626	LF	\$.15	\$1,293.90
ROADWAY STRIPING – TOTAL				\$144,209.90

ROUTINE MAINTENANCE – THERMOPLASTIC MARKINGS				
Bid Item	Estimated Quantity	Unit	Unit Price	Amount
Install 12" White Crosswalks and Limit Lines.	2,500	LF	\$1.80	\$4,500.00
Install 12" Yellow Crosswalks and Limit Lines	2,500	LF	\$1.80	\$4,500.00
Install Stop Messages. Letters Only	25	Each	\$180.00	\$4,500.00
Install Pavement Legend Letters & Numbers: (8' High) Keep Clear, Yield, Slow Dip, 25, 30, 40, MPH, Wait Here, Curve, No Exit, Ahead, Bump, Ped Xing, FWY North, FWY South, Slow Signal	200 Letters and/or Numbers	Each	\$45.00	\$9,000.00
Install Pavement Arrows Per Head	25	Each	\$60.00	\$1,500.00
ROADWAY THERMOPLASTIC MARKINGS – TOTAL				\$24,000.00

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

TO THE CITY OF COSTA MESA:

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

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

For clarification of this offer, contact:

Superior Pavement Markings Inc

Name: Darren Veltz

Company Name
5312 Cypress Street

Title: Corporate Secretary

Address
Cypress Ca 90630
City State Zip

Phone: (714) 995-9100

Fax: (714) 995-9400



REQUEST FOR BID

STREET STRIPING & THERMOPLASTIC MARKINGS

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Superior Pavement Markings Inc

Contact Person for Agreement: Darren Veltz

Corporate Mailing Address: 5312 Cypress Street

City, State and Zip Code: Cypress Ca 90630

E-Mail Address: Darren@Superiorpavementmarkings.com

Phone: (714) 995-9100 Fax: (714) 995-9400

Contact Person for Bids: Darren Veltz

Title: Corporate Secretary E-Mail Address: Darren@Superiorpavementmarkings.com

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

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning the **CONTRACTOR Services IFB** at any time after **February 11, 2016**

Name Darren Veltz



Date 2/25/2016

OR

I certify that Bidder or Bidder's representatives have communicated after **February 11, 2016** with a City Councilmember concerning the **Street Striping & Thermoplastic Marking Services**. A copy of all such communications is attached to this form for public distribution.

Name _____

Date _____

SEE ADDENDUM # 1

BID SHEET

IFB #16-29 ROADWAY STRIPING AND ROADWAY MARKINGS

SCHEDULE OF UNIT PRICES

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

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

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

SEE ADDENDUM # 1

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

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

TO THE CITY OF COSTA MESA:

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

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

BID SHEET

SCHEDULE OF UNIT PRICES

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For clarification of this offer, contact:

Superior Pavement Markings Inc

Company Name
5312 Cypress Street

Address
Cypress Ca 90630

City State Zip

Signature of Person Authorized to Sign
Darren Veltz

Printed Name
Corporate Secretary

Title

Name: Darren Veltz

Title: Corporate Secretary

Phone: (714) 995-9100

Fax: (714) 995-9400

E-mail: Darren@Superiorpavementmarkings.com

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No

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



To whom it may concern:

Re: The City of Costa Mesa IFB#16-29 Roadway Striping and Roadway Markings.

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

As with all projects located within Orange County, this project will be managed out of our Orange County office located at 5312 Cypress st, Cypress Ca 90630 (714) 471-1443

"METHODOLOGY"

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

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

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

In order to maximize production and be most cost effective, it is within the City's best interest to ensure a significant amount of work be provided with each area request so that we can maximize full use of our specialized equipment and personnel and limit the amount of mobilizations, thereby reducing the impact on traffic. Superior Pavement Markings Inc. also likes to keep our customers updated with the latest technology and material improvements in order to ensure our customers are aware of all available options.

It is not anticipated the Superior Pavement Markings Inc. would require the use, purchase or renting of any City owned facilities.

"STAFFING AND QUALIFICATIONS"

Superior Pavement Markings has been in the striping and signing industry since March, 2000. We hold a C-32 "Parking and Highway Improvement" Contractors license as well as a C-31 "Traffic Control" License. We currently provide roadway striping and maintenance services for 27 different cities including Irvine, Covina, West Covina, Montebello, Ontario, Downey, Murrieta, La Quinta, Jurupa Valley, Lancaster, Banning, Palm Desert, Palm Springs, Beverly Hills, Stanton, San Fernando, Westminster, Duarte, San Dimas, La Verne, Santa Monica, Chino Hills, Claremont, Los Alamitos, Baldwin Park, Placentia as well as the City of Costa Mesa.

Its management has a combined 135 Years of construction and striping experience and employs an office staff of 11 and 32 field employees. Superior owns 31 trucks specially outfitted for street and highway striping.

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

John Lucas, President: 29 years of striping experience: In charge of ensuring client satisfaction.

Darren Veltz, Secretary/Treasurer and Chief Estimator: 19 Years of striping experience: In charge of providing the original proposal, all billing and negotiating any additional work.

Robert Garcia, Operations manager: 25 Years of striping experience: In charge of the scheduling and coordination of the project.

Victor Bustamante, Superintendent: 18 Years of striping experience: In charge of the field personnel.

Sandy Dorswitt, 8 years of construction experience: In charge of all records and certified payrolls.

"REFERENCES"

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

City of Ontario

303 East B Street

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

City of Murrieta

24601 Jefferson Avenue

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

City Of Duarte

1600 Huntington Dr

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

City Of San Dimas Public Works

301 S. Walnut Avenue

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

City Of Irvine

1 Civic Center Plaza

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

City of Santa Monica

2500 Michigan Ave

Santa Monica, Ca 90404.....Crosswalk restripe, Kori Jones (310) 458-2201 ext5002

John M. Lucas

President