On-Call Citywide Striping and Signing Program

It is agreed between the City of Menlo Park, California, and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for City in accordance with terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the City of Menlo Park.

2. **Contract Term.** The term of this agreement shall be from July 1, 2015 to June 30, 2016 unless terminated earlier by the City.

3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," City shall make payment to Contractor in the manner specified herein and in Exhibit "A." In the event that the City makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The City reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed $90,000 unless mutually agreed upon by City and Contractor in writing.

4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City and that Contractor acquires none of the rights, privileges, powers or advantages of City employees.

5. **Insurance and Indemnity.** Contractor, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars ($1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than Two Million Dollars ($2,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars ($1,000,000) per occurrence in respect to damage to property. City shall be named as an additional insured on Contractor's commercial general liability insurance policy. Contractor shall provide City with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work. The Contractor shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars ($1,000,000) for each occurrence combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) accident, and three hundred thousand dollars, ($300,000) property damage. To the full extent permitted by law Contractor agrees to defend, indemnify and hold City, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor's negligent performance of services under this agreement, breach of contract or construction defects arising out of Contractor's work.

6. **Non-assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. **Termination of Agreement.** The City may, at any time, terminate this Agreement, in whole or in part, for the convenience of City, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared
by Contractor under this Agreement shall become the property of the City upon Contractor’s receipt of final payment and shall be promptly delivered to the City. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. Worker’s Compensation Insurance. Contractor agrees and understands that the City does not provide Worker’s Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. Payment of Permits/Licenses. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. Non-Discrimination. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

11. Retention of Records. Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

12. Merger Clause. This Agreement, including Exhibit “A” and “B” attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the City. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

13. Prevailing Wages. Prevailing wages must be paid for all of the work to be done. A tabulation of the various classifications of workers to be employed and the prevailing rate of wages applicable thereto is available from the California Department of Industrial Relations Website.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

Alex D. McIntyre, City Manager

[Signature]

Attest: City Clerk

[Signature]

Date: 8.17.15

Contractor Name Printed

[Signature]

Contractor Signature

July 30, 2015

Contractor’s Tax I.D. Number or Social Security Number

94-3350853

Attachment: Exhibit A – Scope of Work
Exhibit B – Dispute Resolution
EXHIBIT "A"
PROPOSAL
CITY OF MENLO PARK
STATE OF CALIFORNIA

FOR

CITYWIDE STRIPING AND SIGNING PROGRAM

NAME OF BIDDER: Quality Striping, Inc.

BUSINESS ADDRESS: 3364 Marisma St.

CITY, STATE, ZIP: San Mateo, CA 94403

LICENSE NO.: 792429 CLASS: C-32 EXP. DATE: 03/31/2017

TAX I.D. NO.: 94-3350853

TELEPHONE NO: (650) 577-0406 FAX NO: (650) 577-0407

E-mail: QualityStriping@comcast.net

The work for which this Invitation for Informal Bid is submitted is for construction in accordance with the MUTCD (latest edition) and the State of California Standard Specifications (latest edition). The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project consists of: 1 year citywide striping and signage program with an option of renewal up to 3 years. The project consists of two tasks: Routine striping and signage replacement and Responsive striping and signage installations.

The project shall be awarded to the lowest responsible bidder who meets all of the Informal Bid Requirements, and the requirements of the Contract Documents.

The Bidder shall set forth for each item of work a unit price, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.
SIGN FABRICATION SUBCONTRACTOR EXPERIENCE QUALIFICATIONS

The Sign Fabricating Subcontractor has been engaged in the contracting business under State License No. *** for a period of 39 years.

The Sign Subcontractor's Company Information and References:

1. **Name of Company:** Interstate Traffic Control Products, Inc.

   **Contact:** Anne Schmitt, San Jose location. Ron Bontrager, San Carlos location.

   **Address:** 1225 N. 5th St, San Jose, CA 95112. 1700 Industrial Rd, San Carlos, CA 94070

   **Telephone No.:** (408) 279-4116 (San Jose) (650) 591-2300 (San Carlos)

   **Reference 1:** Rich Angelo
   **Reference 2:** Jim Goss
   **Reference 3:** Rick Torres

   **City of Menlo Park**
   **City of Santa Clara**
   **City of Saratoga**

   **Telephone No.:** (650) 330-6774 (408) 615-3030 (408) 868-1244

   **City of Union City**
   **Paul Roman**
   **Telephone No.:** (510) 675-5650

***While we are manufacturers of signs, and suppliers of materials, for traffic control issues, we are not Contractors, so we do not have a contractor's license number. We do carry valid City business permits, but not sure if that's what you need.
BID FORMS

The prices listed installation cost shall include, but shall not be limited to labor, materials, layout, TRAFFIC CONTROL, overhead, profit, insurance, and bonds, to cover the full cost of the finished work.

Prices shall be good for 60 days from opening of bids.

PROPOSAL – SIGNATURE PAGE

The undersigned, representing _____________________________ Quality Striping, Inc., hereby certifies that the information presented on the preceding pages is a true and correct Bid for the project identified as the:

CITYWIDE STRIPING AND SIGNING PROGRAM

and they agree to the stipulations contained in this proposal package.

SIGNATURE OF COMPANY REPRESENTATIVE: _____________________________

NAME OF COMPANY REPRESENTATIVE: _____________________________

TITLE OF COMPANY REPRESENTATIVE: _____________________________

DATE EXECUTED: May 18, 2015
EXPERIENCE QUALIFICATIONS

The bidder has been engaged in the contracting business under State License No. 792429 for a period of 19 years.
The bidder's three (3) most recently completed Contracts are:

1. **Title of Project:** City of San Mateo  
   **Owner:** City of San Mateo  
   **Address:** 330 W. 20th Avenue, San Mateo, CA  
   **Telephone No.:** 650-522-7300  
   **Engineer in Charge:** Rudy Aceves  
   **Date Accepted:** 04/13/2015

2. **Title of Project:** Ravenswood Family Health Center  
   **Owner:** QALICB affiliate corporation of South County  
   **Address:** 1885 Bay Road, East Palo Alto  
   **Telephone No.:** 510-526-3424  
   **Engineer in Charge:** John Bridges  
   **Date Accepted:** 05/01/2015

3. **Title of Project:** Pepper Lane Project - Phase 3  
   **Owner:** City of San Jose  
   **Address:** Berryessa Road, San Jose  
   **Telephone No.:** 408-934-7300  
   **Engineer in Charge:** Manuel Solis  
   **Date Accepted:** 02/27/2015
EXHIBIT “B”

DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation

B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph 3.1.

B3.0 Arbitration

B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the contract.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.