

ATTACHMENT A

ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH SUPERIOR PAVEMENT MARKINGS, LLC FOR ROADWAY SIGN & STRIPING MAINTENANCE, REPAIR, & INSTALLATION

THIS ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this 9th day of December, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and SUPERIOR PAVEMENT MARKINGS, LLC, a Delaware corporation ("Contractor"), whose address is 5312 Cypress Street, Cypress, CA 90630, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform on-call maintenance and/or repair services for City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on November 17, 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Contractor shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **One Million Eight Hundred Thousand Dollars and 00/100 (\$1,800,000.00)**, without prior written amendment to the Agreement.

4.2 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date

the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal, or specifically approved in writing in advance by City.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Victor Bustamonte to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described

in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation,

defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

12. CITY POLICY

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. BONDING

15.1 Contractor shall obtain, provide and maintain at its own expense during the term of this Contract both of the following: (1) a Faithful Performance Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in this Contract in the form attached as Exhibit B and incorporated herein by reference; and (2) a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in this Contract and in the form attached as Exhibit A and incorporated herein by reference.

15.2 The Faithful Performance Bond and Labor and Materials Payment Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570, and (3) assigned a Policyholders' Rating A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty.

15.3 Contractor shall deliver, concurrently with execution of this Contract, the Faithful Performance Bond and Labor and Materials Payment Bond, and a certified copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California.

16. PREVAILING WAGES

16.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Agreement shall be paid to all workmen employed on the

Work to be done according to the Agreement by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

16.2 Unless otherwise exempt by law, Contractor warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Contractor further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

17. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

18. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

19. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor,

its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

20. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

21. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Contractor shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

25.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Darren Veltz
Superior Pavement Markings, LLC
5312 Cypress Street
Cypress, CA 90630

26. CLAIMS

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Contractor's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government

Claims Act requirements requiring Contractor/Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Contractor shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. LABOR

28.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

28.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

28.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

28.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

29. STANDARD PROVISIONS

29.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

29.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 11/13/2025

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: Jose Montoya for
Aaron C. Harp
City Attorney

By: _____
Joe Stapleton
Mayor

ATTEST:

Date: _____

**CONTRACTOR:
SUPERIOR PAVEMENT MARKINGS,
LLC**, a Delaware corporation

Date: _____

By: _____
Lena Shumway
City Clerk

By: _____
Darren Veltz
Managing Member

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements
 Exhibit D – Labor and Materials Payment Bond
 Exhibit E – Faithful Performance Bond

EXHIBIT A

SCOPE OF SERVICES

**City of Newport Beach
Public Works Department**

Scope of Services

ON-CALL ROADWAY SIGN & STRIPING MAINTENANCE, REPAIR & INSTALLATION

Contract No. 9937-1

All work necessary for the completion of this contract shall be done in accordance with these Specifications.

INTENT

Consultant shall provide on-call roadway sign and striping maintenance, repair and installation services on an as-requested basis throughout the City.

DESCRIPTION OF WORK

- Furnish all materials, labor, tools, expendable equipment, traffic control, transportation and product handling, delivery and storage necessary to complete project(s) for the maintenance, repair and installation of roadway signs and striping as described herein including, but not limited to, the following:
 - Provide sign maintenance, repair and installation utilizing City or Contractor provided signs on existing or Contractor-installed posts or poles as specified by City;
 - Provide roadway striping maintenance, repair and installation using paint, thermoplastic, or other material as specified by City;
 - Provide pavement markings installation using paint, thermoplastic, pre-cut thermoplastic, or other material as specified by City;
 - Provide curb marking maintenance, repair and installation using paint or other material as specified by City; and
 - Provide installation of metal beam guardrails including end pieces and wooden posts and removal and disposal of damaged guardrail as specified by City.

WORKING HOURS

- Normal working hours shall be between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday. Work outside of normal working hours, including night, Saturday, Sunday, or holiday must be approved by the City prior to being scheduled; and
- Emergency work, as requested by City, may be exempt from the requirements listed above.

Repair Visits

Non-Emergency Work - All non-emergency work must be authorized by the contract manager through a signed letter proposal and billed in accordance with the cost file in this contract.

Emergency Repair Work - Emergency repairs may be authorized by the contract manager through verbal authorization when necessary and must be billed in accordance with the cost file outlined in this contract.

Service Proposal Requirements

When the need for service arises, the Contractor shall provide a written proposal, including:

- A detailed description of the services to be provided.
- The position of each person assigned to perform the services.
- The estimated number of hours and cost (including parts and material) to complete the services.
- The time needed to complete the specific project.

No services shall commence until the project manager has provided written acceptance of the proposal. Once authorized, the Contractor shall diligently perform the services in compliance with the contract terms. Should the proposal terms vary, the agreement terms will supersede.

Contractor Supplied Equipment

The Contractor shall supply all transportation, tools and equipment necessary for completing all work related to provided services, covered within the hourly labor cost (e.g., vehicles, fuel surcharge, delivery or equipment, miscellaneous materials needed for maintenance, tools of the trade, etc.). Rental equipment needed for on-call repairs must be approved prior to use and substantiated with rental receipts for invoicing (e.g., scissor lifts, boom lifts, cranes, etc.).

Replacement Equipment, Parts, Materials, and Equipment Rentals

All replacement equipment, parts, materials, and equipment rentals may be supplied by the Contractor at a contracted markup as shown in the Cost File. Receipts may be required at the time of invoicing to substantiate the percentage markup, with all charges at cost plus no more than a 15% markup. Labor rates for installation shall be charged at the standard labor rate specified in the Cost File.

Service calls will be initiated by City staff, with no guarantee or implication of any specific quantity of service call work during the contract term.

Invoicing

All invoices for on-call services must include:

- Brief description of the work performed
- Date the services were performed
- Number of hours spent on all work billed on an hourly basis
- Description of any reimbursable expenditures (materials, rental equipment, etc.)
- Contracted labor rate
- Shall include the name and the classification of the employee who performed the work
- Material percentage markup

Invoices shall be submitted monthly. Receipts may be required at the time of invoicing to substantiate percentage markup. All shall be charged at cost plus no more than a 15% markup. Labor rates shall include supplies (e.g. miscellaneous supplies, rags, tape, , personal protective equipment (PPE), and sundries). Labor rates shall be charged at the standard labor rate specified in the Cost File.

Response Requirements

- Call back within ninety (90) minutes after the initial request from the City for on-call services.
- Availability for same-day response, including after hours, weekends, and holidays.
- Contractor shall be available 24 hours a day, 7 days a week.
- Arrival within four (4) hours after initial call back.

Workmanship & Materials

- The Contractor shall provide all labor and materials required for the successful completion of a project or work.
- Labor rates shall include supplies (e.g. miscellaneous supplies, rags, tape, tools, personal protective equipment, and sundries).
- The City may reimburse the Contractor for materials procured, analyzed case-by-case, and agreed upon in the Contractor's proposal before work commences. Markup for materials is limited to cost plus a maximum of 15%.
- Receipts may be required for reimbursement for materials purchased for projects.
- The City reserves the right to specify the type of material and/or equipment purchased per project. All equipment and material purchases must be pre-approved by the Project Manager or designee.
- The City reserves the right to purchase materials directly and provide them to the Contractor. In such cases, the following conditions apply:
 - The Contractor shall conform to all City practices and procedures.
 - All City purchases are for the sole expressed use of and for the City.
 - The Contractor shall secure, store, inventory, distribute, and control all materials entrusted to the Contractor's representatives.
 - All materials and inventories shall be made available to the City upon request. The Contractor will reduce the unit cost for each maintenance task by the City's actual cost for the materials provided and used.
- The Contractor shall maintain work areas with a well-manicured, clean appearance, and all work shall be performed in a professional manner using quality equipment.
- The Contractor shall be responsible for any damages to public and/or private property caused during the course of the work.

- The Contractor shall recognize that during this Agreement, the City may have other contractors conducting other activities and/or operations in the immediate vicinity of requested work. Contractor shall make every effort to coordinate activities with existing operations. Other activities may include, but are not limited to, the following:
 - Landscape refurbishment
 - Modification or repair of existing facilities
 - Construction; and
 - Storm related operations
- All tools and materials shall always remain in Contractor's possession.
- All Contractor vehicles parked on site shall always be secure.
- Contractor shall ensure all precautions for safety are taken.
- Contractor shall obtain necessary building permits at no cost when required.
- As required, Contractor shall provide traffic control per the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) "Watch Manual."
- The Contractor is responsible for all underground service alerts prior to digging (DigAlert).

QUALITY OF WORK AND MATERIALS

- All materials and installation methods shall conform with the latest City Standard Specifications, California Manual of Uniform Traffic Control Devices (CA MUTCD), American Public Works Association (APWA) Specifications and Standard Plans, Caltrans Standard Plans/Specifications and/or other specifications as deemed appropriate by City;
- All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections. Workmanship shall be in accord with the highest industry standards. Both materials and workmanship shall be subject to the approval of the City.
- All work shall meet with the approval of the City's representative. Any specific item which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor's Project Manager. Payment to the Contractor may be withheld by City until condition is corrected in a satisfactory manner as set forth in the specifications.

RESPONSIBILITY FOR DAMAGES

- Any damage by Contractor, including that which occurs outside the work area, shall be repaired or replaced as directed at no additional cost to the City.

RECORDS

- Contractor shall keep records and invoices in connection with the Services performed under the Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under the Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under the Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of

all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

SAFETY REQUIREMENTS

- All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and where applicable comply with all safety standards required by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance under this contract. All contractor employees shall have access to the latest revision of the Work Area Traffic Control Handbook (WATCH) at all times.
- Contractor's field personnel shall wear easily recognizable uniforms containing Contractor's name. Contractor shall be responsible for supplying all appropriate personal protective equipment. Contractor's employees shall be trained in health and safety per CALOSHA.
- The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his/her operations, shall be immediately reported to the City.

ROAD CLOSURES, DETOURS AND TRAFFIC CONTROL

- Traffic control layout and devices shall conform with the latest revision of the Work Area Traffic Control Handbook (WATCH) and the California Manual of Uniform Traffic Control Devices (CA MUTCD).
- Contractor shall observe and maintain deployed traffic control devices during the work. Additional traffic control shall be deployed to encourage proper work area safety as needed and/or directed by City.
- If the Contractor fails to provide and install traffic control devices as required by this section, City may shut down Contractor's work or may have traffic control devices placed by others and charge the cost of the traffic control deployment against the Contract..
- Beacon lighting visible from behind the vehicle will be installed on vehicles working along City roadways.
- The schedule for any work requiring significant road closures or detours shall be coordinated with the City a minimum of 72 hours prior to the beginning of work.
- At the discretion of the City, Contractor may be required to furnish a traffic control plan for planned work. If requested, a traffic control plan shall be submitted to City ten (10) days prior to the start of work.
- At the discretion of City, work hours and or/traffic control layout may be changed to improve work area safety and/or reduce traffic delays/impacts to the traveling public.

TECHNICAL SPECIFICATIONS

- Traffic signs shall be installed per City Standard Plan STD-924-L;
- Underground Service Alert (USA) shall be contacted prior to installation of sign posts/poles and/or other below-grade item;
- Contractor-furnished signs shall be of standard size, construction, text and message per the CA MUTCD and State of California specifications, unless otherwise specified by City;
- All traffic stripes and markings shall conform with the CA MUTCD and State of California Standard Specifications and Plans in size, color, shape, and layout unless otherwise specified by City;
- Conflicting striping/pavement markings shall be removed by wet sandblasting or City-approved alternative;

- Reflectorized pavement markers shall be 3M Series 290 or have glass covered face and City-approved equivalent;
- Traffic striping paint shall be Pervo PTWB-01, #7004 or approved equivalent
- Traffic striping Thermoplastic shall be Pervo T-1000 or approved equivalent applied at 90 mil by an extrusion system
- Green bike lane and bike lane/sharrow legend background shall be MMAX Colored Lane Treatment – EF Green by Ennis-Flint or City-approved equivalent;
- Curb marking maintenance (same color as existing) may be painted over existing markings and shall be the same length as existing, unless otherwise specified by City;
- When curb markings are to be removed, existing paint shall be removed by wet sandblasting or other City-approved method.
- Curb marking Paint shall be American Traffic Products fast dry 180 series paint or approved equal. Colors shall be Red, White, Yellow, Green, Blue, Black and Light Grey; and
- Curb marking stencil shall be four inches in height.

EXHIBIT B

SCHEDULE OF BILLING RATES

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Striping							\$489,976.00		
1			4-inch Double Yellow - (Repaint One Coat over Existing)	LF	1000	\$0.28	\$280.00	Yes	
2			4-inch Double Yellow - Install New (Thermoplastic)	LF	1000	\$1.25	\$1,250.00	Yes	
3			4 inch Broken Double Yellow - (Repaint One Coat over Existing)	LF	1000	\$0.26	\$260.00	Yes	
4			4 inch Broken Double Yellow - Install New (Thermoplastic)	LF	1000	\$1.20	\$1,200.00	Yes	
5			4-inch Skip Yellow - (Repaint One Coat over Existing)	LF	1000	\$0.18	\$180.00	Yes	
6			4-inch Skip Yellow - Install New (Thermoplastic)	LF	1000	\$0.65	\$650.00	Yes	
7			4-inch Solid Yellow - (Repaint One Coat over Existing)	LF	1000	\$0.18	\$180.00	Yes	
8			4-inch Solid Yellow - Install New (Thermoplastic)	LF	1000	\$0.76	\$760.00	Yes	
9			4-inch Skip White - (Repaint One Coat over Existing)	LF	1000	\$0.12	\$120.00	Yes	
10			4-inch Skip White - Install New (Thermoplastic)	LF	1000	\$0.65	\$650.00	Yes	
11			4-inch Solid White - (Repaint One Coat over Existing)	LF	1000	\$0.12	\$120.00	Yes	
12			4-inch Solid White - Install New (Thermoplastic)	LF	1000	\$0.65	\$650.00	Yes	
13			6-inch Double Yellow - (Repaint One Coat over Existing)	LF	50000	\$0.26	\$13,000.00	Yes	
14			6-inch Double Yellow - Install New (Thermoplastic)	LF	50000	\$1.60	\$80,000.00	Yes	
15			6 inch Broken Double Yellow - (Repaint One Coat over Existing)	LF	20000	\$0.24	\$4,800.00	Yes	
16			6 inch Broken Double Yellow - Install New (Thermoplastic)	LF	20000	\$1.55	\$31,000.00	Yes	
17			6-inch Skip Yellow - (Repaint One Coat over Existing)	LF	25000	\$0.20	\$5,000.00	Yes	
18			6-inch Skip Yellow - Install New (Thermoplastic)	LF	25000	\$0.75	\$18,750.00	Yes	
19			6-inch Solid Yellow - (Repaint One Coat over Existing)	LF	3500	\$0.20	\$700.00	Yes	
20			6-inch Solid Yellow - Install New (Thermoplastic)	LF	3500	\$0.95	\$3,325.00	Yes	
21			6-inch Solid White - (Repaint One Coat over Existing)	LF	10000	\$0.20	\$2,000.00	Yes	
22			6-inch Solid White - Install New (Thermoplastic)	LF	10000	\$0.95	\$9,500.00	Yes	
23			6-inch Skip White - (Repaint One Coat over Existing)	LF	100000	\$0.15	\$15,000.00	Yes	
24			6-inch Skip White - Install New (Thermoplastic)	LF	100000	\$0.75	\$75,000.00	Yes	
25			8-inch Skip White - (Repaint One Coat over Existing)	LF	2500	\$0.30	\$750.00	Yes	
26			8-inch Skip White - Install New (Thermoplastic)	LF	2500	\$1.45	\$3,625.00	Yes	
27			8-inch Solid White - (Repaint One Coat over Existing)	LF	30000	\$0.30	\$9,000.00	Yes	
28			8-inch Solid White - Install New (Thermoplastic)	LF	30000	\$1.65	\$49,500.00	Yes	
29			12-inch Solid Yellow - (Repaint One Coat over Existing)	LF	1000	\$2.50	\$2,500.00	Yes	
30			12-inch Solid Yellow - Install New (Thermoplastic)	LF	1000	\$3.85	\$3,850.00	Yes	
31			12-inch Solid White - (Repaint One Coat over Existing)	LF	20000	\$2.50	\$50,000.00	Yes	
32			12-inch Solid White - Install New (Thermoplastic)	LF	20000	\$3.85	\$77,000.00	Yes	
33			3-foot Yield Line (sharks-foot teeth) - (Repaint One Coat over Existing)	LF	50	\$25.00	\$1,250.00	Yes	
34			3-foot Yield Line (sharks-foot teeth) - Install New (Thermoplastic)	LF	50	\$75.00	\$3,750.00	Yes	
35			Single Line Parking Stall - (Repaint One Coat over Existing)	EA	1000	\$1.20	\$1,200.00	Yes	
36			Single Line Parking Stall - Install New (Thermoplastic)	EA	1000	\$2.40	\$2,400.00	Yes	
37			Double Line Parking Stall - (Repaint One Coat over Existing)	EA	2000	\$2.40	\$4,800.00	Yes	
38			Double Line Parking Stall - Install New (Thermoplastic)	EA	2000	\$4.60	\$9,200.00	Yes	
39			Remove Existing Striping (Wet Sandblast) - (Repaint One Coat over Existing)	LF	100	\$8.88	\$888.00	Yes	
40			Remove Existing Striping (Wet Sandblast) - Install New (Thermoplastic)	LF	100	\$8.88	\$888.00	Yes	
41			Striping Minimum*	MINIMUM	1	\$5,000.00	\$5,000.00	Yes	
Pavement Markings							\$269,772.00		
42			12-foot Letter - (Repaint One Coat over Existing)	SF	1000	\$15.00	\$15,000.00	Yes	
43			12-foot Letter - Install New (Thermoplastic)	SF	1000	\$30.00	\$30,000.00	Yes	
44			8-foot Letter - (Repaint One Coat over Existing)	SF	7000	\$3.64	\$25,480.00	Yes	
45			8-foot Letter - Install New (Thermoplastic)	SF	7000	\$12.72	\$89,040.00	Yes	
46			Turn Arrows (Type I/IV/VII/VIII) - (Repaint One Coat over Existing)	SF	5000	\$2.66	\$13,300.00	Yes	
47			Turn Arrows (Type I/IV/VII/VIII) - Install New (Thermoplastic)	SF	5000	\$4.66	\$23,300.00	Yes	
48			Elongated Turn Arrows (Type II/III) - (Repaint One Coat over Existing)	SF	1000	\$2.66	\$2,660.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
49			Elongated Turn Arrows (Type II/III) - Install New (Thermoplastic)	SF	1000	\$4.66	\$4,660.00	Yes	
50			Bike Lane Arrow - (Repaint One Coat over Existing)	SF	500	\$2.66	\$1,330.00	Yes	
51			Bike Lane Arrow - Install New (Thermoplastic)	SF	500	\$4.66	\$2,330.00	Yes	
52			Handicap Symbol - (Repaint One Coat over Existing)	SF	100	\$55.00	\$5,500.00	Yes	
53			Handicap Symbol - Install New (Thermoplastic)	SF	100	\$185.00	\$18,500.00	Yes	
54			Bike Lane Legend & Arrow - (Repaint One Coat over Existing)	SF	500	\$7.14	\$3,570.00	Yes	
55			Bike Lane Legend & Arrow - Install New (Thermoplastic)	SF	500	\$15.71	\$7,855.00	Yes	
56			Shared Lane Marking (Sharrow) - (Repaint One Coat over Existing)	SF	500	\$7.14	\$3,570.00	Yes	
57			Shared Lane Marking (Sharrow) - Install New (Thermoplastic)	SF	500	\$15.71	\$7,855.00	Yes	
58			Green Bike Lane/Sharrow Background (MMA) - (Repaint One Coat over Existing)	SF	50	\$20.00	\$1,000.00	Yes	
59			Green Bike Lane/Sharrow Background (MMA) - Install New (Thermoplastic)	SF	50	\$20.00	\$1,000.00	Yes	
60			Speed Limit Number - (Repaint One Coat over Existing)	SF	100	\$3.64	\$364.00	Yes	
61			Speed Limit Number - Install New (Thermoplastic)	SF	100	\$12.72	\$1,272.00	Yes	
62			Continental Crosswalk - (Repaint One Coat over Existing)	SF	50	\$2.50	\$125.00	Yes	
63			Continental Crosswalk - Install New (Thermoplastic)	SF	50	\$4.00	\$200.00	Yes	
64			Ladder Crosswalk - (Repaint One Coat over Existing)	SF	50	\$2.50	\$125.00	Yes	
65			Ladder Crosswalk - Install New (Thermoplastic)	SF	50	\$4.00	\$200.00	Yes	
66			Diagonal Crosswalk - (Repaint One Coat over Existing)	SF	25	\$2.50	\$62.50	Yes	
67			Diagonal Crosswalk - Install New (Thermoplastic)	SF	25	\$4.00	\$100.00	Yes	
68			Speed Bump Markings - (Repaint One Coat over Existing)	SF	25	\$11.50	\$287.50	Yes	
69			Speed Bump Markings - Install New (Thermoplastic)	SF	25	\$17.45	\$436.25	Yes	
70			Additional Pavement Markings - (Repaint One Coat over Existing)	SF	25	\$11.50	\$287.50	Yes	
71			Additional Pavement Markings - Install New (Thermoplastic)	SF	25	\$17.45	\$436.25	Yes	
72			Green Thermoplastic LOOK Stencil - (Repaint One Coat over Existing)	SF	50	\$18.00	\$900.00	Yes	
73			Green Thermoplastic LOOK Stencil - Install New (Thermoplastic)	SF	50	\$45.00	\$2,250.00	Yes	
74			Remove Existing Pavement Marking (Wet Sandblast) - (Repaint One Coat over Existing)	SF	100	\$8.88	\$888.00	Yes	
75			Remove Existing Pavement Marking (Wet Sandblast) - Install New (Thermoplastic)	SF	100	\$8.88	\$888.00	Yes	
76			Pavement Marking Minimum*	MINIMUM	1	\$5,000.00	\$5,000.00	Yes	
Curb Marking							\$310,120.00		
77			Curb Painting - (Repaint One Coat over Existing)	LF	45000	\$2.10	\$94,500.00	Yes	
78			Curb Painting - Install New (Thermoplastic)	LF	45000	\$3.00	\$135,000.00	Yes	
79			Curb Stencil Lettering - (Repaint One Coat over Existing)	Letters	8000	\$3.75	\$30,000.00	Yes	
80			Curb Stencil Lettering - Install New (Thermoplastic)	Letters	8000	\$5.00	\$40,000.00	Yes	
81			Curb Marking Removal (Wet Sandblast) - (Repaint One Coat over Existing)	LF	100	\$28.10	\$2,810.00	Yes	
82			Curb Marking Removal (Wet Sandblast) - Install New (Thermoplastic)	LF	100	\$28.10	\$2,810.00	Yes	
83			Weeding And Dewatering - (Repaint One Coat over Existing)	Hours	5	\$250.00	\$1,250.00	Yes	
84			Weeding And Dewatering - Install New (Thermoplastic)	Hours	5	\$250.00	\$1,250.00	Yes	
85			Curb Painting Minimum*	MINIMUM	1	\$2,500.00	\$2,500.00	Yes	
Pavement Markers (Each)							\$3,933.00		
86			Reflective Pavement Markers - (Repaint One Coat over Existing)	EA	50	\$7.55	\$377.50	Yes	
87			Non-Reflective Pavement Markers - (Repaint One Coat over Existing)	EA	10	\$5.55	\$55.50	Yes	
88			Pavement Marker Minimum*	MINIMUM	1	\$3,500.00	\$3,500.00	Yes	
Sign & Post Installation (Each)							\$17,025.00		
89			Sign Installed on Existing Post/Street Light Pole**	EA	25	\$75.00	\$1,875.00	Yes	
90			Sign Installed on Post/Pole**	EA	50	\$75.00	\$3,750.00	Yes	
91			Install New Sign Post and Base	EA	10	\$350.00	\$3,500.00	Yes	
92			Core Drilling Sidewalk for Sign Post	EA	10	\$150.00	\$1,500.00	Yes	
93			Relocate Existing Sign to New Post/Pole	EA	15	\$115.00	\$1,725.00	Yes	
94			Relocate Existing Sign to Existing Post/Pole	EA	5	\$115.00	\$575.00	Yes	
95			Relocate Existing Sign and Post	EA	5	\$310.00	\$1,550.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
96			Remove Existing Sign and Post	EA	5	\$105.00	\$525.00	Yes	
97			Remove Existing Sign Post	EA	5	\$105.00	\$525.00	Yes	
98			Sign & Post Installation Minimum*	MINIMUM	1	\$1,500.00	\$1,500.00	Yes	
Guardrail Services							\$14,750.00		
99			Metal Beam Guardrail - (Repaint One Coat over Existing)	LF	120	\$50.00	\$6,000.00	Yes	
100			Wooden Post	EA	15	\$250.00	\$3,750.00	Yes	
101			Guardrail Installation Minimum*	MINIMUM	1	\$5,000.00	\$5,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Striping	\$489,976.00
Pavement Markings	\$269,772.00
Curb Marking	\$310,120.00
Pavement Markers (Each)	\$3,933.00
Sign & Post Installation (Each)	\$17,025.00
Guardrail Services	\$14,750.00
Grand Total	\$1,105,576.00

Superior Pavement Markings, LLC

ON CALL ROADWAY SIGN AND STRIPING MAINTENANCE, REPAIR AND INSTALLATION
On-Call Labor Cost File

On-Call Labor for Other Items not listed in the Bid				
Description	Unit	Minimum Hours	Regular Hours Rate (M-F 7am-4:30pm)	After-Hours Rate (M-F 4:30pm-7am, Weekends & Holidays)
Journeyman	Hourly	4	\$121.63	\$155.81
Apprentice	Hourly	4	\$101.21	\$128.76
Helper	Hourly	4	\$101.21	\$128.76
Parts, Materials, and Equipment Rentals Markup % (Maximum 15%)	15 %			

EXHIBIT C

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with California law for all of the subcontractor's employees. The insurer issuing the Workers' Compensation insurance shall amend its policy by endorsement to waive all rights of subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Contract. Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Contract.
 - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance

Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate and four million dollars (\$4,000,000) completed operations aggregate. The policy shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Contractor shall submit to the City, along with a certificate of insurance, any additional insurance requirements stated in Section Four.

- C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than two million dollars (\$2,000,000) combined single limit for each accident.

Contractor shall submit to the City, along with a certificate of insurance, any additional insurance requirements stated in Section Four.

- D. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess/umbrella liability policies are exhausted.

Contractor shall submit to the City, along with a certificate of insurance, any additional insurance requirements stated in Section Four.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Contract or shall specifically allow Contractor or others providing insurance evidence in compliance with

these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

- B. Additional Insured Status. All liability policies including general liability, products-completed operations, excess/umbrella liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Contract shall be included as additional insureds under such policies.
 - C. Primary and Non Contributory. Contractor's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Contract. Any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage except Builders Risk Insurance, which shall contain an endorsement with said required notices.
 - E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Subcontractors shall maintain commercial general liability in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate and two million dollars (\$2,000,000) completed operations aggregate.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must

be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor ninety (90) calendar days' advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in Section Four, including required coverage types, limits, endorsements, and notice provisions. Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Contract Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Exhibit A are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the

Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.

- F. Self-Insured Retentions. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Contractor agrees to be responsible for payment of any deductibles on their policies.
- G. City Remedies for Non Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Contract, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Coverage not Limited. All insurance coverage and limits provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract or any other agreement relating to City or its operations limits the application of such insurance coverage.
- J. Coverage Renewal. Contractor will renew the coverage required here annually as long as Contractor continues to provide any Work under this or any other Contract or agreement with City. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable.

A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City with five (5) calendar days of the expiration of the coverages.

- K. Maintenance of General Liability Coverage. Contractor agrees to maintain commercial general liability coverage for a period of ten (10) years after completion of the Project or to obtain coverage for completed operations liability for an equivalent period.

EXHIBIT D

**CITY OF NEWPORT BEACH
BOND NO. _____
LABOR AND MATERIALS PAYMENT BOND**

WHEREAS, the City of Newport Beach, State of California, has awarded to SUPERIOR PAVEMENT MARKINGS, LLC hereinafter designated as the "Principal," an agreement for maintenance and/or repair services, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement dated December 9, 2025 and the terms thereof require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We the undersigned Principal, and, _____, duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of One Million Eight Hundred Thousand Dollars and 00/100 (\$1,800,000.00), lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Newport Beach under the terms of the Contract; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or the Principal's subcontractors, fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the Work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fee, to be fixed by the Court as required by the provisions of Section 9554 of the Civil Code of the State of California.

The Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this Bond, as required by and in accordance with the provisions of Sections 9500 *et seq.* of the Civil Code of the State of California.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Agreement or to the Work or to the specifications.

In the event that any principal above named executed this Bond as an individual, it is agreed that the death of any such principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: _____

By: _____
Aaron C. Harp
City Attorney

*NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE
ATTACHED*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

EXHIBIT E
CITY OF NEWPORT BEACH
BOND NO. _____
FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Newport Beach, (hereinafter referred to as "City") has awarded to SUPERIOR PAVEMENT MARKINGS, LLC, (hereinafter referred to as the "Contractor") an agreement for the work necessary for the completion of this contract consists of the work set forth in Exhibit A to the Agreement (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated December 9, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of One Million Eight Hundred Thousand Dollars and 00/100 (\$1,800,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, their or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, their respective officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold

good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the

Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

APPROVED AS TO FORM:
CITY ATTORNEY’S OFFICE
Date:_____

By:_____
Aaron C. Harp
City Attorney

*NOTARY ACKNOWLEDGMENTS OF
CONTRACTOR AND SURETY MUST BE ATTACHED*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)