



City of
Los Banos
At the Crossroads of California

REQUEST FOR PROPOSALS
for
ON-CALL STRIPING AND MARKING MAINTENANCE

Date Released: September 16, 2022

**Questions with regard to submissions, process, or proposals
can be emailed to:**

Sokniorn Than, P.E.
Public Works Director/City Engineer
nirorn.than@losbanos.org

**Proposals must be received prior to 4:00 P.M. October 18, 2022
at the office of City Clerk**

**City of Los Banos
520 J Street
Los Banos, CA 93635
www.losbanos.org**

NOTICE
Request for Proposals
For
On-Call Striping and Marking Maintenance

NOTICE IS HEREBY GIVEN that the City of Los Banos is seeking proposals from qualified contractors for On-Call Striping and Marking Maintenance services as described in the Request for Proposal (RFP).

The City's intent is to evaluate each interested contractor's specific qualifications, experiences, and select the best qualified contractor and award a contract. Total amount payable to the contractor shall not exceed \$100,000 per year. The performance period becomes effective upon execution of the Agreement by both parties and shall continue in full force and effect until October 31, 2027.

All qualified contractors interested in providing these services are invited to submit their proposals. The proposals will be evaluated and ranked according to the criteria provided in Exhibit B, "Proposal Evaluation," of this Request for Proposal.

It shall be the Contractor's responsibility to check the City of Los Banos' website (www.losbanos.org) to obtain any addenda that may be issued.

The Contractor's attention is directed to Exhibit A, "Submittal Requirements."

Submit five (5) hard copies and one (1) electronic copy in PDF format on a USB flash drive of the Contractor's proposal. The hard copies and USB flash drive shall be mailed or submitted to the City of Los Banos, 520 J Street, Los Banos, CA 93635, prior to **4:00 P.M. PDST or PST on October 18, 2022**. Proposals shall be submitted in a sealed package clearly marked "**Striping and Marking Maintenance**" and addressed as follows:

City of Los Banos
Attention: City Clerk
520 J Street
Los Banos, CA 93635

No late submittals will be accepted. The City may conduct interviews of the top ranking contractors in order to make a final selection. The successful contractor will be recommended to the City Council for authorization to enter into a Professional Services Agreement for On-Call Striping and Marking Maintenance with the City of Los Banos.

Failure to comply with the requirements set forth in this Request for Proposal may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this Request for Proposal, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding Contractor is solely responsible for all costs related to the preparation of the proposal.

The City of Los Banos reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in this proposal. Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the contractor who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City.

The City intends to follow, but will not be bound by, the following selection timeline:

Release of Advertisement of RFP		September 16, 2022
Deadline to Submit Questions/Clarifications	5:00 P.M.	October 3, 2022
Addendum/Questions/Clarifications Posted	5:00 P.M.	October 10, 2022
Deadline for Proposal Submittal	4:00 P.M.	October 18, 2022
Award Date		November 16, 2022 (TBD)

Any questions with regard to submissions, process, or proposals can be emailed to Sokniorn Than, Public Works Director/City Engineer at niorrn.than@losbanos.org. Questions shall be submitted before 5:00 P.M. PDST or PST on October 3, 2022. Any response to a request for clarification, questions and answers will be posted to the City’s website at www.losbanos.org no later than 5:00 P.M. PDST or PST on October 10, 2022 and if necessary, shall become a part of the proposal as an addendum.

The Request for Proposal can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org.

No oral questions or inquires about the RFP shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

The City of Los Banos (herein referred to as “City”) is currently seeking a qualified contractor (herein referred to as “Contractor”) with experience in striping and marking maintenance services. The Contractor will provide services that consist of localized striping and pavement marking repair, new striping and pavement marking installation, layout and other works as described in the Scope of Services. The project is estimated not to exceed \$100,000 annually for a period of five years with an optional two one-year extension.

The intent of this RFP is to evaluate each interested contractor specific qualifications, experiences, and select the best qualified contractor. In addition, all interested contractors shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings. The work will be performed according to the attached Agreement for Services.

The City intends to award a contract to a successful contractor for the services proposed by that contractor. However, all contracts are subject to approval by the Los Banos City Council, and the City reserves the right to not award any such contract at the discretion of the Council.

SCOPE OF SERVICES

PURPOSE OF WORK

The contractor shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order will be issued. The scope of services includes, but are not limited to, the following:

- Install new pavement striping, pavement markers and object markers per the latest California Manual for Uniform Traffic Control Devices (CAMUTCD), and the latest Caltrans Standard Plan and Specification
- Curb painting in various colors (red, white, blue, green and yellow)
- Parking delineations and markings
- Bicycle lane delineations and markings
- Remove existing thermoplastic and/or paint
- Prepare Lead Compliance Plan (extra work)
- Lead testing (for yellow thermoplastic – extra work)
- School Zone delineations and markings
- Furnish and install surface mounted delineators
- Install blue reflective pavement markers along centerline of road by fire hydrants
- Placement of temporary No Parking Signs
- Temporary traffic control
- Project layout and Cat-tracking
- Submittals

The Initial Project Submittal Package shall address the entire project, and shall include the Pedestrian and Traffic Control Plan (typical, for a mobile operation or lane closure within the roadway) and Water Pollution Control Plan. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The Contractor shall allocate appropriate resources to respond to the City's requests in the following orders:

1. Emergency Response (24 hours response time)

This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in twenty-four (24) hours or less from the time of notification. Examples of a situation that would require an emergency response include, but not limited to, temporary lane striping in paint for emergency lane closure, temporary intersection control striping in paint (stop bar, stop legend, and other delineations), and temporary traffic control support for City Emergency Operations. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number shall be made available to the Public Works Department. The Contractor shall make IMMEDIATE maintenance calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency call exceed twenty-four (24) hours from the time of notification.

2. Standard High Priority Response (5 business days response time)

This item is considered high priority, but not an immediate safety concern. Maintenance and repair requests made on a high priority basis shall be responded to within 5 business days of the notification. High priority items will be determined by the City Engineer or his/her representative. A response means providing the necessary resources to perform the work as determined under this provision.

3. Standard Response (10 business days response time)

This item is considered important, but not an immediate safety concern. Maintenance and repair requests made on a regular basis shall be responded to within 10 business days of the notification. In no event will regular response work be considered overtime without prior approval of the City Engineer or his/her authorized agent.

ADDITIONAL SERVICES

The need for additional type services may be required during the term of the contract. The interested Contractor shall submit a fee schedule for key staff and equipment which may be directly involved in the works outside of the scope of services above. This fee schedule shall be on an hourly basis.

TASK ORDERS

All work performed under this contract will require approval by the City Contract Administrator and issued through a Task Order. A task order shall be requested from the Contractor to identify and refine the scope of services prior to the City issuing the task order. The task order shall identify and refine the scope of services for any specific project. The task order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the contractor to establish the maximum fee, including expenses, for the specific project and the completion date.

Pursuant to an authorized Task Order, the contractor shall provide all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the contractor's services and work product. The

contractor is responsible for supplying and providing all necessary equipment and protective clothing in accordance with City and Caltrans standards.

The potential striping projects may vary in scope and size. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.

The contractor shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator. The contractor shall maintain a set of project files that shall be provided to the City upon request.

The contractor shall have the ability to respond in a timely and cost-efficient manner to City requests. For Federally Funded Projects, the City will follow the Caltrans process to solicit service. A separate Bid will be issued to the preselected firms as a result of this RFP. A separate ranking and scoring criteria will be issued under this RFP and the highest-ranking firm will be selected to proceed with cost negotiation stage. The City reserves the right to issue the RFP/Bid publicly to all firms at the discretion of the Public Works Director.

GENERAL PERSONNEL REQUIREMENTS

The contractor's personnel shall be capable, competent, and experienced in performing the types of work in this contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the contractor's Cost Proposal and task complexity. The contractor's personnel shall be knowledgeable about, and comply with all applicable Federal, State, and Local laws and regulations.

The contractor is required to submit a written request and obtain the City's Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the contractor's originally proposed personnel and project organization, as depicted on the proposed contractor's organization chart or the contractor's cost proposals. The substitute personnel shall have the same job classification as set forth herein or in the contractor's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

The contractor's Contract Administrator shall have a documented minimum five (5) years of demonstrated experience acceptable to City in management and delivery of similar projects for local agencies.

In addition to other specified responsibilities, the contractor Project Administrator shall be responsible for all matters related to the contractor's personnel, subcontractors, and contractor's and subcontractors' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined and those criteria are specific, measurable, attainable, realistic and time-bound.
- b. Supervising, reviewing, monitoring, training, and directing the contractor's and subcontractors' personnel.
- c. Assigning qualified personnel to complete the required Task Order work in coordination with the City Contract Administrator.
- d. Administering personnel actions for contractor personnel and ensuring appropriate actions taken for subcontractor personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Assuring that all applicable safety measures are in place.

- g. Providing invoices in a timely manner and providing monthly Contract expenditures.
- h. Reviewing invoices for accuracy and completion before billing to City.
- i. Managing subcontractors.
- j. Managing overall budget for Contract and provide report to the City Contract Administrator.
- k. Ensuring compliance with the revisions in the Contract and all specific Task Order requirements.
- l. Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.

DELIVERABLES

As agreed upon by the City and Contractor in a Task Order for each project.

SCHEDULE

As agreed upon by the City and Contractor in a Task Order for each project.

METHOD OF PAYMENT

The method of payment shall be in accordance with agreed upon unit prices and hourly rate set forth in the response to the City’s RFP in Exhibit D, “Payment Schedule.” The unit prices shall include direct costs and overhead such as, but not limited to, project personnel, transportation, communications, temporary traffic control plan and implementation, pedestrian detour plan and implementation, materials, equipment, and any subcontracted items of work. The unit prices shall be valid for the entire contract term.

Contractor shall be paid based on the Specific Rates of Compensation for this Contract and for the amount as agreed upon by the City and contractor in a Task Order for each project. Contractor shall submit request for monthly progress payments.

The agreement resulting from this Request for Proposals shall be in force for five (5) years. The contract may be renegotiated for two additional one-year periods by mutual agreement between the City and the Contractor for total contract duration of up to seven (7) years.

The usage of the services is on an as-needed basis, so if the demand is not there, then the services will not be requested. For each on-call service request, the contractor and the City will agree upon the specific scope of work and cost for that project using the unit costs of each traffic control device in Exhibit D. The City has the right to retain other contractors in its sole discretion when the City believes there will be an economic or other significant advantage for doing so. Services will be provided on a unit cost basis as indicated in Exhibit D, not to exceed \$100,000 per fiscal year. The City is seeking to contract only with individual firms that specialize in all of the identified areas. No minimum amount of work is guaranteed under this contract agreement.

The compensation payable to Contractor will be adjusted by the increase in the Consumer Price Index (CPI) on an annual basis – Urban Wage Earners and Clerical Works for the San Francisco – Oakland – Hayward metropolitan area as of April 30th of each year, but the CPI increase will not exceed 5%. The contractor must submit a request for CPI adjustment/increase at least 30 days prior to the expiration of effective CPI, otherwise the contractor will forgo the said adjustment. The first request for adjustment is due 9/30/2023.

MATERIALS TO BE PROVIDED BY THE CONTRACTOR

Unless otherwise specified, the contractor shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimated outlined in each Task Order.

INSURANCE REQUIREMENTS

Before the City executes an Agreement for services, Contractor shall provide a certificate of insurance evidencing the following:

- Workers' Compensation and Employers' Liability Coverage. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- General Liability Coverage. Contractor shall maintain commercial general liability insurance with coverage at least as broad as 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, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- Automobile Liability Coverage. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.
- Each liability insurance certificate shall state that coverage afforded therein is primary and shall bear endorsements that provide the City be given at least 30 days written notice before any material change or cancellation of such policy, for any reason.

EXHIBIT A - SUBMITTAL REQUIREMENTS

The guidelines are provided for standardizing the preparation and submission of the proposal by all contractors. The intent of these guidelines is to assist contractors in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and contents.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The letter shall be addressed to:

Nirorn Than P.E., Public Works Director/City Engineer
411 Madison Ave
Los Banos, CA 93635

The letter shall be on contractor's letterhead and include the contractor's contact name, mailing address, telephone number, and email address. The letter will address the contractor's understanding of the services being requested and any other pertinent information the Contractor believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be signed by the individual authorized to bind the contractor to the proposal.

2. Contractor Information, Qualifications and Experience

The City will only consider submittals from contractors that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects which include the following information:

1. Contracting agency
2. Contracting agency Project Administrator/Contact Person including name, address and phone number
3. Contract amount
4. Date of Contract
5. Date of Completion
6. Contractor Project Administrator and contact information

3. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available, and experience of your team as it relates to this contract. Provide an organizational chart.
2. Describe your project and management approach.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Contractor. Key members, especially the Project Administrator, shall have demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Demonstrate that the contractor's Project Administrator and project staff have sufficient availability and/or that contractor has sufficient resources to timely deliver City's projects.

4. Past Experience on Municipal Projects

Include a description of past municipal projects (minimum five) in which your firm has been involved, for comparable cities including the following:

- Project Description
- Year of Completion
- Contract Cost
- City Contact

5. Conflict of Interest Statement

Conflict of Interest Statement – Contractor shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.

6. Litigation

Indicate if the proposing contractor was involved with any litigation in connection with prior projects. If so, briefly describe the nature of the litigation and the results.

7. Contract Agreement

Indicate if the proposing contractor has any issues or needed changes to the proposed contract agreement included as Exhibit C.

The contractor shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

8. Cost Proposal

The contractor's Specific Rates of Compensation are confidential and shall remain sealed. Upon completion of the contractor selection process, only the cost proposal from the selected contractor shall be opened. All other (unopened) cost proposals shall be returned in accordance with Exhibit B. These Specific Rates of Compensation are adjustable on an annual basis (one time per year) for the performance period set forth in this Contract. Contractor shall submit a request for adjustment to the rates 30 days prior to the expiration of the current rates. Contractor agreed to forego rate adjustment if the rate adjustment request was not received prior to the expiration of the current rates.

Cost proposal will be established separately under an RFP for federally funded project.

1. Contractor shall complete the proposed unit cost in Exhibit D in its entirety. All unit cost must be done in the form provided.
2. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.
3. For additional works outside of the form shown in Exhibit D, contractor shall provide hourly rate sheets for all personnel and equipment proposed for this project for works.

EXHIBIT B - PROPOSAL EVALUATION

EVALUATION PROCESS

All submittals will be evaluated by City Selection Committee. The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Contract Administrator/Project Administrator only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City requirements as set forth in this RFP.

The selection process may include oral interviews. The contractors will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. Interviews may be held with the top ranked candidates. In the event that the City receives no more than three proposals, the City may opt to not conduct an oral interview.

Upon completion of the evaluation and selection process, only the cost proposals from the top three qualified contractors will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

EVALUATION CRITERIA

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	5
2	Qualifications & Experience	15
3	Organization & Approach	10
4	Past Experience on Municipal Projects	15
5	Staff Availability	10
6	Proposal Format	5
7	References	15
8	Fee Schedule/Fee Schedule Summary	25
Subtotal:		100

No.	Interview Evaluation Criteria (if interviews are necessary)	Weight
9	Presentation by Team	10
10	Q&A Response to Panel Questions	15
Subtotal:		25
Total:		125

1. Completeness of Response (5 points)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, points will be deducted for each item considered incomplete.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the contractor and sub-contractors to conduct striping and marking maintenance on an on-call basis.

3. Organization & Approach (10 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to City needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person’s time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with City
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist City during the project.

4. Past Experience on Municipal Projects (15 points)

- a. Contractor demonstrates experience with performance of services within the comparable cities for projects similar in nature to those related to this solicitation.
- b. Contractor demonstrates successful completion of said projects.
- c. Contractor is familiar with City standards and procedures.

5. Staff Availability (10 points)

- a. Contractor demonstrates project team staff is available and able to promptly respond to requests throughout the contract duration in order to timely deliver projects.

6. Proposal Format (5 points)

- a. Attractive, professional appearance. (Cover, internal layout, font type and size, and illustrations/photos)
- b. Clear, concise, error-free.

7. References (15 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

8. Fee Schedule/Fee Schedule Summary (25 points)

- a. The proposal pricing will be evaluated on the total cost of the base bid items. The lowest bidder will receive the maximum 25 points and the subsequent bidders will receive points based on the weight average as compared to the lowest bidder.
- b. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.
- c. For additional works outside of the form shown in Exhibit D, contractor shall provide hourly rate sheets for all personnel and equipment proposed for this project for works.

9. Presentation by Team (if necessary) (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

10. Q&A Response to Panel Questions (if necessary) (15 points)

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response		5	
2	Qualifications & Experience		15	
3	Organization & Approach		10	
4	Past Experience on Municipal Projects		15	
5	Staff Availability		10	
6	Proposal Format		5	
7	References		15	
8	Fee Schedule/Fee Schedule Summary		25	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
Total:			125	

EXHIBIT C - SAMPLE CONTRACT AGREEMENT

Sample Agreement – Subject to Modification

CITY OF LOS BANOS AGREEMENT FOR ON CALL STRIPING AND MARKING MAINTENANCE SERVICES [INSERT NAME OF CONTRACTOR]

This Agreement is made and entered into this ___ day of _____, 2022 by and between the City of Los Banos a California corporation, (“City”) and _____, **INSERT CONTRACTOR NAME AND TYPE OF ENTITY** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS.

A. WHEREAS, City is in need of On Call Striping and Marking Maintenance Services as described herein below;

B. WHEREAS, City has solicited and received a proposal from Contractor, has reviewed the previous experience and evaluated the expertise of Contractor, and desires to utilize Contractor to perform and assume responsibility for the provision of On Call Striping and Marking Maintenance Services required by the City on the terms and conditions set forth in this Agreement;

C. WHEREAS, Contractor desires to perform and assume responsibility for the provision of certain on call striping and marking maintenance services required by the City on the terms and conditions set forth in this Agreement;

D. WHEREAS, Contractor represents that it is experienced in providing striping and marking maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans, specifications, and requirements of City; and

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

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

1. **Term.** The term of this Agreement shall be from **[INSERT START DATE]** to October 31, 2027 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The City may elect to extend this Agreement for two (2) additional one-year terms, if mutually agreed upon by both parties.

2. **Scope of Work.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and

adequately supply the ON-CALL STRIPING AND MARKING MAINTENANCE SERVICES (“Services” or “Work”). The Services are more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference; and the City’s Request for Proposals for On-Call Striping and Marking Maintenance Services issued on **[INSERT DATE OF RFP]** and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement; the Exhibits attached hereto and incorporated herein by reference; the City’s Request for Proposals for On-Call Striping and Marking Maintenance Services issued on **[INSERT DATE OF RFP]** and incorporated herein by this reference; and all applicable local, state and federal laws, rules and regulations.

2.1. All work prepared by Contractor shall be subject to the approval of City.

2.2. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3. **Task Orders.** Specific projects will be assigned to Contractor through issuance of Task Orders. The amount to be paid for specific work shall be set forth in the individual Task Orders issued pursuant to this Section 3.

3.1. When a project to be performed under this Agreement is identified by the City, the City will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Contractor for review. Contractor shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including itemized detail of the basis for the total dollar amount of Contractor’s Cost Estimate. Except as otherwise agreed to by the parties, Contractor’s Cost Estimate, shall be in accordance with the Payment Schedule set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference.

3.2. After agreement has been reached on any negotiable items and total cost; the finalized Task Order shall be signed by both the City and Contractor. A Task Order is of no force or effect until returned to the City and signed by an authorized representative of the City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the City. Contractor understands and agrees that the City does not guarantee or have an obligation to approve any proposal for street striping maintenance requested by City during the Initial Term of Agreement or the duration of any approved contract extensions

3.3. Contractor shall not commence performance of work or services until the individual Task Order has been approved by the City, and notification to proceed has been issued by the City’s Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of the individual Task Order.

4. **Compensation.** Except as otherwise agreed to by the parties, City shall pay Contractor for the services in accordance with the provisions of this Section and the Cost Estimate submitted by Contractor and negotiated and agreed to by the parties for each individual Task Order.

4.1. Contractor’s compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub-contractor fees, shall not exceed \$100,000.00 per year during the term of this Agreement.

4.2. Contractor shall submit monthly invoices to City describing the work performed the preceding month. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing, or upon completion of the Task Order. Contractor's bills shall identify the specific Task Order, include a brief description of the services performed on each milestone, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description and itemization of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) days after receipt of the monthly invoice by the City. Monthly invoices shall be mailed to the City's Contract Administrator at the following address:

City of Los Banos,
Nirorn Than, P.E., Public Works Director/City Engineer
411 Madison Avenue,
Los Banos, CA 93635

4.3. The total amount payable by the City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

4.4. Contractor shall not be reimbursed for any additional expenses unless authorized in writing by City.

4.5. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

4.6. Contractor shall not receive any compensation for Additional Work without the prior written authorization of City. As used herein, "Additional 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/Task Order and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Additional Work shall be billed in accordance with the Payment Schedule set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference.

4.7. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. **Time of Performance.**

5.1. Time is of the essence in the performance of services under this Agreement and Contractor shall perform the services in accordance with the Project Schedule set forth in each individual Task Order. The failure by Contractor to strictly adhere to an individual Project Schedule may result in termination of the Task Order and this Agreement by City. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. **Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.**

5.2. 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 to the other party so that all delays can be addressed.

5.3. The Contractor shall allocate appropriate resources to respond to the City's requests in the following order:

(A) Emergency Response (24 hours response time).

This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in twenty-four (24) hours or less from the time of notification. Examples of a situation that would require an emergency response include, but not limited to, temporary lane striping in paint for emergency lane closure, temporary intersection control striping in paint (stop bar, stop legend, and other delineations), and temporary traffic control support for City Emergency Operations. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number shall be made available to the Public Works Department. The Contractor shall make IMMEDIATE maintenance calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency call exceed twenty-four (24) hours from the time of notification.

(B) Standard High Priority Response (5 business days response time).

This item is considered high priority, but not an immediate safety concern. Maintenance and repair requests made on a high priority basis shall be responded to within 5 business days of the notification. High priority items will be determined by the City Engineer or his/her representative.

(C) Standard Response (10 business days response time).

This item is considered important, but not an immediate safety concern. Maintenance and repair requests made on a regular basis shall be responded to within 10 business days of the notification. In no event will regular response work be considered overtime without prior approval of the City Engineer or his/her authorized agent.

6. **Responsibilities of Contractor.**

6.1. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

6.2. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

6.3. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom.

6.4. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor.

6.5. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in this Agreement.

6.6. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability

for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

6.7. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any sub consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

6.8. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

6.9. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

7. **Representative.**

7.1 The City hereby designates [INSERT NAME AND TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

7.2 Contractor's Representative. Contractor hereby designates [INSERT NAME AND TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

8 **Indemnification.**

8.1. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and

agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. **Insurance.**

9.1. 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, a policy or policies of liability insurance of the type and amounts described below and, in a form, satisfactory to City.

(A) Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

(B) Signature. A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

(C) 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 Attorney.

(D) Minimum Coverage Requirements.

i. Workers' Compensation and Employers' Liability Coverage. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii General Liability Coverage. Contractor shall maintain commercial general liability insurance with coverage at least as broad as 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, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an

endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

iii Automobile Liability Coverage. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(E) Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Contractor's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

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

9.3. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subcontractor's policies.

9.4. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

9.5 Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

10. Termination of Agreement.

10.1. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

10.2. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

10.3. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. General Provisions.

11.1. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:
Attn: [INSERT NAME AND ADDRESS]

CITY:
Attn: Nirorn Than, P.E.
City of Los Banos
Public Works Director/City Engineer
411 Madison Avenue
Los Banos, California 93635

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its

applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2. This Agreement shall be governed by the laws of the State of California. Venue shall be in Merced County.

11.3. Time is of the essence for each and every provision of this Agreement.

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

11.5. This Agreement shall be binding on the successors and assigns of the parties.

11.6. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.7. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.8. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

11.9. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.10. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

11.11. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

11.12. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

11.13. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.14. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.15. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

[INSERT CONTRACTOR NAME]

Date:

by: **[INSERT NAME]**
[INSERT TITLE]

**CITY OF LOS BANOS, a California
municipal corporation**

Date:

by: **Gregory B. Wellman**
Interim City Manger

**ATTEST:
CITY CLERK**

Lucille L. Mallonee
City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

EXHIBIT D – PAYMENT SCHEDULE

Unless approved in writing by the Contractor, the minimum amount of on-call work for each set of requested work shall not be less than \$7,000.00. In the event that the requested work is less than \$7,000.00, the contractor will be paid the cost of the work, plus fifteen percent (15%).

The contract unit price below shall include full compensation for mobilization as described in the “Mobilization” Technical Requirement section of the latest Caltrans Standard Specification and no additional compensation will be allowed thereof. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved in the procurement, setup and maintenance of the staging area shall be considered as included as part of "Mobilization".

The contract unit price shall include full compensation for all temporary traffic control needs. Work associated with pedestrian and traffic control shall include all planning, drafting of plans, costs for labor, materials, equipment and incidentals necessary to provide construction area signs, temporary traffic control including, but not limited to, lane closures and rerouting and other measures to control and maintain traffic during daily operations. Flaggers are a requirement of pedestrian and traffic control as applicable and determined by the City. Full compensation for traffic control systems include all costs to maintain traffic by placing and removing temporary signs, striping, flaggers, cones, barricades, etc., as specified in the Standard Specifications of the State of California, as described in the "Traffic and Pedestrian Control" technical requirement section of this project manual, and as directed by the Engineer, and no additional compensation will be allowed thereof.

Removal of striping or standard Details will be measured per square foot (SF) along the line of the traffic stripe or standard Detail, without deductions for gaps in broken traffic stripes. For standard Details that contain a mix of striping and reflectors, the cost to remove reflectors shall be included in the removal. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

Removal of any type of pavement marking will be measured per square foot (SF) removed. The quantity of square footage for specific pavement markings shall be what is indicated in the most recent version of the Caltrans Standard Plans.

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
01	Detail 1	LF	
02	Detail 2	LF	
03	Detail 5	LF	
04	Detail 6	LF	
05	Detail 8	LF	
06	Detail 9	LF	
07	Detail 9A	LF	
08	Detail 11	LF	
09	Detail 12	LF	

10	Detail 12A	LF	
11	Detail 15	LF	
12	Detail 16	LF	
13	Detail 18	LF	
14	Detail 19	LF	
15	Detail 21	LF	
16	Detail 22	LF	
17	Detail 24	LF	
18	Detail 25	LF	
19	Detail 25A	LF	
20	Detail 26	LF	
21	Detail 27	LF	
22	Detail 27B	LF	
23	Detail 27C	LF	
24	Detail 28	LF	
25	Detail 29	LF	
26	Detail 31	LF	
27	Detail 32	LF	
28	Detail 34	LF	
29	Detail 34A	LF	
30	Detail 35	LF	
31	Detail 35A	LF	
32	Detail 36	LF	
33	Detail 36A	LF	
34	Detail 36B	LF	
35	Detail 37	LF	
36	Detail 37B	LF	
37	Detail 38	LF	
38	Detail 38A	LF	
39	Detail 38B	LF	
40	Detail 39	LF	
41	Detail 39A	LF	

42	Detail 40	LF	
43	Detail 41	LF	
44	Contrast Striping: Option 1	LF	
45	Contrast Striping: Option 2	LF	
46	12" White	LF	
47	12" Yellow	LF	
48	8" White	LF	
49	8" Yellow	LF	
50	4" White	LF	
51	4" Yellow	LF	
52	Yield Line	LF	
53	6" White	LF	
54	Removal of Striping, Markers and Reflectors	SF	
55	Type I 10' Arrow	EA	
56	Type I 18' Arrow	EA	
57	Type I 24' Arrow	EA	
58	Type II (I) Arrow	EA	
59	Type II (B) Arrow	EA	
60	Type III (L) Arrow	EA	
61	Type III (B) Arrow	EA	
62	Type IV Arrow	EA	
63	Type V Arrow	EA	
64	Type VI Arrow	EA	
65	Type VII Arrow	EA	
66	Type VIII Arrow	EA	
67	Railroad Crossing Symbol	EA	
68	International Symbol of Accessibility (ISA) Marking	EA	
69	Two-Way Blue Reflective Fire Hydrant Marker	EA	
70	Bike Lane with Arrow	EA	
71	Bike Lane Symbol with Person	EA	
72	Shared Roadway Bicycle Marking	EA	

73	Install Pavement Marking Words	SF	
74	Install Pavement Marking Numbers	SF	
75	Continental Crosswalk	SF	
76	Ladder Crosswalk	SF	
77	Diagonal Crosswalk	SF	
78	Continental Yellow Crosswalk	SF	
79	Ladder Yellow Crosswalk	SF	
80	Diagonal Yellow Crosswalk	SF	
81	Green thermoplastic Bike Land (Background)	SF	
82	Shoulder Rumble Strip (A40B)	LF	
83	Edge Line Rumble Strip (A40C) with Edge Line Stripe	LF	
84	Centerline Rumble Strip (A40D) with Yellow Centerline Stripe	LF	

The compensation payable to Contractor will be adjusted by the increase in the Consumer Price Index (CPI) on an annual basis – Urban Wage Earners and Clerical Works for the San Francisco – Oakland – Hayward metropolitan area as of April 30th of each year, but the CPI increase will not exceed 5%. The contractor must submit a request for CPI adjustment/increase at least 30 days prior to the expiration of effective CPI, otherwise the contractor will forgo the said adjustment. The first request for adjustment is due 9/30/2023.