

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and Cal-Stripe, Inc., a California corporation (“Contractor”) (collectively, sometimes referred to hereinafter as the “Parties”).

### RECITALS

WHEREAS, the City desires to engage the Contractor to perform certain technical and professional services, as provided herein, identified as:

**Slow Streets Temporary Signing and Striping: Fern Avenue, Lowtree Avenue, and Loneoak Avenue (THE “SERVICES”)**

WHEREAS, the principal members of the Contractor are qualified and duly registered/licensed under the laws of the State of California, and the Contractor desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

#### 1. Parties to the Agreement.

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONTRACTOR: Cal-Stripe, Inc.

2. Notices. All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CITY                      City of Lancaster  
Attn: Jason Caudle, City Manager  
44933 North Fern Avenue  
Lancaster, California 93534

CONTRACTOR      Cal-Stripe, Inc.  
Attn: Steve Fleener  
2040 East Steel Road  
City of Colton, CA 92324

3. Successors and Assigns. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior

written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Contractor, and Contractor accepts such engagement, to perform the technical and professional services set forth in the Scope of Services and Rates Schedule, attached hereto as Exhibits “A” and “B”, and incorporated herein by reference. The Contractor shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit “A.” The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay the Contractor an amount not to exceed \$152,804.53 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit “B”.

B. No payment made hereunder by the City to Contractor, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Contractor of its obligations under this Agreement.

6. **Obligations of the Contractor.**

A. Contractor shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibits “A” and “B”.

B. Contractor shall be responsible for payment of all employees’ wages and benefits, and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security.

C. Contractor shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Contractor agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third-party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Contractor’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Contractor agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Contractor.

9. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex,

national origin, physical or mental disability or age. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Contractor. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Contractor may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Contractor will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Contractor fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Contractor shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Contractor.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Contractor shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** The Contractor is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

A. The Contractor, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

**Commercial General Liability**

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

**Commercial Automobile Liability**

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

**Workers Compensation**

As Required by the State of California	Statutory Limits
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**Employers' Liability**

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation &amp; Employers' Liability policies)</i>	

B. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Contractor for all claims made by the City insured entities arising out of any acts or omissions of Contractor or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Contractor's insurance and shall not contribute with it.

F. Contractor shall furnish the City with Certificates of Insurance and with endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the “Descriptions of Operations/Locations/Vehicles” section:

**“Slow Streets September/Fern, Lowtree, Loneoak Traffic Calming Applications.** The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534

14. **Commencement and Completion of Work.** The Services to be provided by Contractor pursuant to this Agreement shall commence within 30 days after execution of this Agreement, and shall be completed no later than October 31, 2023; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by the Contractor in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

16. **Data Provided to Contractor.** The City shall provide to the Contractor, without charge, all data, including reports, records, maps, and other information, now in the City’s possession which may facilitate the timely performance of the work described in Exhibit “A”.

**17. Contractor’s Warranties and Representations.**

Contractor warrants and represents to City, as follows:

a. Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

b. Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

c. Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

d. Upon the execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term

of this Agreement.

**18. Resolution of Disputes.**

a. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

b. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

c. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

**19. Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A"	Scope of Services
Exhibit "B"	Rates Schedule

**20. Governing Law.**

This Agreement shall be governed by the laws of the State of California.

**21. Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

*[Signatures begin on next page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER  
LANCASTER, CALIFORNIA

By: \_\_\_\_\_  
Jason Caudle, City Manager

Dated: \_\_\_\_\_

CAL-STRIPE, INC.

By: \_\_\_\_\_  
Steve Fleener, Owner

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT “A” SCOPE OF SERVICES**

### **PROJECT LOCATION AND DESCRIPTION**

The project is located in the City of Lancaster on Fern Avenue between Lancaster Boulevard and Jackman Street; on Loneoak Avenue, between the Avenue J frontage road and Norberry Street; and on Lowtree Avenue, between the Avenue J frontage road and Norberry Street.

The Contractor shall install signing, striping, and traffic control devices as indicated on the “Slow Streets Temporary Signing and Striping Plans” approved by the City of Lancaster on July 18, 2023.

### **SERVICES TO BE PROVIDED**

The Contractor shall install temporary signing, striping, and traffic control devices per plan and in accordance with the itemized quote for the 3 locations identified.

An encroachment permit is required to work within the City right-of-way. Contractor shall obtain a no fee permit prior to commencement of work.

### **SCHEDULE**

Contractor shall complete the work by or before October 31, 2023.

### **PAYMENT**

Payment for work shall be at the lump sum prices as shown in Exhibit “B”. Such payment shall be considered full compensation for obtaining permit; furnishing all labor, materials, tools, equipment, and incidentals; and performing all work required in providing and installing temporary signing, striping and traffic control devices per Plan.



## **EXHIBIT "B"**

### **TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE**

#### Term

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of One (1) year from the effective date of the Agreement (the "Term), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

#### Payment

The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$152,804.53. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONTRACTOR'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for Contractor Services signed by both parties.

CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal (Quote) and shall reference this project title and City issued Purchase Order Number. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONTRACTOR's work.

Contractor shall not be reimbursed for actual travel expenses incurred in the performance of the work.

#### Time for Commencement and Completion

CONTRACTOR shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed by October 31, 2023. In no event shall performance of the work be completed later than October 31, 2023, without the prior written authorization of the City. If Contractor fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

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Steve Fleener  
Cal-Stripe, Inc.

## QUOTE SUMMARY

**Project:** Slow Streets Temporary Signing and Striping Plans - Fern Ave, Lowtree Ave, Loneoak Ave

**Prepared By:** Gary Rivers - Calstripe, Inc.

**Date:** 8/2/2023

Item #	Item Description	Quantity	Unit	Unit Price	Amount
1	Fern Avenue - Install Temporary Signing and Striping Per Plan (Inclusive of Mobilization and Traffic Control)	1	LS	\$84,637.50	<b>\$84,637.50</b>
2	Lowtree Avenue - Install Temporary Signing and Striping Per Plan (Inclusive of Mobilization and Traffic Control)	1	LS	\$34,401.00	<b>\$34,401.00</b>
3	Lonoak Avenue - Install Temporary Signing and Striping Per Plan (Inclusive of Mobilization and Traffic Control)	1	LS	\$13,835.00	<b>\$13,835.00</b>
				<b>Subtotal</b>	<b>\$132,873.50</b>
				<b>Contingency (15%)</b>	<b>\$19,931.03</b>
				<b>Total</b>	<b>\$152,804.53</b>

## QUOTE

**Project:** Fern Avenue Temporary Signing and Striping Plans  
**Prepared By:** Gary Rivers - Calstripe, Inc  
**Date:** 8/2/2023

Signing and Striping Improvements					
Item #	Item Description	Quantity	Unit	Unit Price	Amount
1	Apply 12" White Limit Line With Two-Coats of Traffic-Rated Paint Per Caltrans Revised Standard Plan A24G.	35	SF	\$3.00	\$105.00
2	Apply 12" White Yield Line With Two-Coats of Traffic-Rated Paint Per Caltrans Revised Standard Plan A24G.	70	SF	\$3.00	\$210.00
3	Apply 6" Double Yellow Two-Direction No-Passing Line Per Caltrans Standard Plan A20A, Detail 22.	405	LF	\$2.50	\$1,012.50
4	Apply 6" Modified Double Yellow Two-Direction No-Passing Line Per Detail "C" on Plans and Caltrans Standard Plan A20A, Detail 22.	670	LF	\$5.00	\$3,350.00
5	Apply 6" White Right Edgeline Per Caltrans Standard Plan A20B, Detail 27B.	2,460	LF	\$1.50	\$3,690.00
6	Apply White Thermoplastic "STOP" Pavement Marking Word per Caltrans 2018 Standard Plan A24D (22 sq ft).	1	EA	\$500.00	\$500.00
7	Apply White Thermoplastic "XING" Pavement Marking Word per Caltrans 2018 Standard Plan A24D (21 sq ft).	2	EA	\$500.00	\$1,000.00
8	Apply White Thermoplastic "SCHOOL" Pavement Marking Word per Caltrans 2018 Standard Plan A24D (35 sq ft).	3	EA	\$600.00	\$1,800.00
9	Apply White Thermoplastic "SLOW" Pavement Marking Word per Caltrans 2018 Standard Plan A24D (23 sq ft).	2	EA	\$500.00	\$1,000.00
10	Furnish and Install Class 1 Yellow Flexible Post with Surface Mounted Flexible Base and Traffic Logix Flexible Curb.	9	EA	\$525.00	\$4,725.00
11	Furnish and Install Class 1 White Flexible Post with Surface Mounted Flexible Base and Traffic Logix Flexible Curb.	90	EA	\$525.00	\$47,250.00
12	Refresh Existing Pavement Markings (With Traffic Paint ONLY)	1,260	SF	\$2.00	\$2,520.00
13	Furnish and Install New Sign Per City of Lancaster Traffic Standard Plan Drawing PWT-4.	17	EA	\$175.00	\$2,975.00
14	Furnish and Install New Sign and New Break-Away Post Per City of Lancaster Traffic Standard Plan Drawing PWT-4.	20	EA	\$350.00	\$7,000.00
15	Remove Existing Sign from Post or Street Light Pole.	1	EA	\$100.00	\$100.00
16	Remove Existing Sign and Post. Repair surface in kind.	1	EA	\$250.00	\$250.00
17	Apply 12" White Basic Crosswalk Striping with Two-Coats of Traffic Rated Paint per Caltrans Standard Plan A24F.	60	SF	\$2.50	\$150.00
18	Construct Temporary Asphalt Ramp with Truncated Domes per Caltrans Standard Plan T34, Option B. Modify to include 4" PVC Pipe Along Face of Curb.	50	SF	\$135.00	\$6,750.00
19	Furnish and Install Temporary Pedestrian Barricade with Two Delineator Posts and Chain.	1	LS	\$250.00	\$250.00
Sub Total:					\$84,637.50

## QUOTE

**Project:** Lowtree Avenue Temporary Signing and Striping Plans  
**Prepared By:** Gary Rivers - Calstripe, Inc  
**Date:** 8/2/2023

Signing and Striping Improvements					
Item #	Item Description	Quantity	Unit	Unit Price	Amount
1	Apply 12" White Limit Line With Two-Coats of Traffic-Rated Paint Per Caltrans Revised Standard Plan A24G.	17	SF	\$3.00	\$51.00
2	Apply 6" Double Yellow Two-Direction No-Passing Line Per Caltrans Standard Plan A20A, Detail 22.	696	LF	\$2.50	\$1,740.00
3	Apply 6" Modified Double Yellow Two-Direction No-Passing Line Per Per Detail "C" on Plans and Caltrans Standard Plan A20A, Detail 22.	380	LF	\$5.00	\$1,900.00
4	Apply 6" White Right Edge Line Per Caltrans Standard Plan A20B, Detail 27B.	2,140	LF	\$1.50	\$3,210.00
5	Apply White Thermoplastic "WAIT" and "HERE" Pavement Marking WordS per Caltrans Standard Plan.	2	EA	\$500.00	\$1,000.00
6	Furnish and Install Class 1 White Flexible Post with Surface Mounted Flexible Base and Traffic Logix Flexible Curb.	46	EA	\$500.00	\$23,000.00
7	Furnish and Install New Sign Per City of Lancaster Traffic Standard Plan Drawing PWT-4.	4	EA	\$175.00	\$700.00
8	Furnish and Install New Sign and New Break-Away Post Per City of Lancaster Traffic Standard Plan Drawing PWT-4.	8	EA	\$350.00	\$2,800.00
Sub Total:					\$34,401.00

## QUOTE

**Project:** Loneoak Avenue Temporary Signing and Striping Plans

**Prepared By:** Gary Rivers - Calstripe, Inc.

**Date:** 8/2/2023

Signing and Striping Improvements					
Item #	Item Description	Quantity	Unit	Unit Price	Amount
1	Apply 6" Modified Double Yellow Two-Direction No-Passing Line Per Per Detail "C" on Plans and Caltrans Standard Plan A20A, Detail 22.	295	LF	\$5.00	\$1,475.00
2	Apply 6" White Right Edge Line Per Caltrans Standard Plan A20B, Detail 27B.	590	LF	\$1.50	\$885.00
3	Furnish and Install Class 1 White Flexible Post with Surface Mounted Flexible Base and Traffic Logix Flexible Curb.	17	EA	\$500.00	\$8,500.00
4	Furnish and Install New Sign on Existing Street Light Pole Per City of Lancaster Traffic Standard Plan Drawing PWT-4.	3	EA	\$175.00	\$525.00
5	Furnish and Install New Sign and New Break-Away Post Per City of Lancaster Traffic Standard Plan Drawing PWT-4.	7	EA	\$350.00	\$2,450.00
					\$13,835.00