



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Luz "Nina" Buelna, Public Works Director

**PREPARED BY:** Paul Medel, Public Works Manager

**SUBJECT:** Award General Services Agreement for Traffic Striping and Pavement Marking Services to WGJ Enterprises, dba PCI, Inc.

**RECOMMENDATION:**

Award and authorize the City Manager to execute a General Services Agreement with WGJ Enterprises, dba PCI, Inc., in an amount not-to-exceed \$373,500 for the Annual Replacement of Traffic Striping and Pavement Marking Services with a termination date of June 30, 2029.

**BACKGROUND:**

The City executes maintenance agreements with various private contracting companies annually. Various activities require specialized equipment, materials, and expertise to ensure compliance with applicable traffic engineering standards and safety requirements. Contracting these services allows the City to efficiently maintain roadway markings, accommodate fluctuating workloads, and complete projects in a timely manner, without incurring the costs of purchasing and maintaining specialized equipment or staffing dedicated crews for periodic work.

The award of the Annual Replacement of Traffic Striping and Pavement Markings agreement provides for the painting of traffic striping, legends, crosswalks, bike lanes, pavement markers, and other incidental striping work necessary as directed by staff.

These services support the City's ongoing maintenance of roadway markings and pavement delineation to maintain visibility and traffic control throughout the public roadway network.

**DISCUSSION:**

The Public Works Department solicited proposals through a Request for Proposals (RFP) process for Citywide Annual Replacement of Traffic Striping and Pavement Markings services. The solicitation was published in the Santa Barbara Independent on March 5, 2026, and March 12, 2026. Public Works staff also posted the RFP documents on the City's website and PlanetBids portal. The RFP closed on March 26, 2026, and the City

received two (2) proposals, as shown in Table 1. Proposals were evaluated by a two-member City review team in accordance with the evaluation criteria established in the RFP.

Table 1- Proposals Received

	PROPOSALS:
1	Specialized Pavement Markings
2	WJG Enterprises, dba PCI, Inc. (PCI)

Based on the evaluation and ranking process established in the RFP, WJG Enterprises, dba PCI, Inc. (PCI), was determined to be the highest-ranked proposer.

Public Works recommends that City Council award and authorize the City Manager to execute an agreement for Traffic Striping and Pavement Marking Services with PCI, with an estimated annual cost of \$124,500, and a total not-to-exceed contract amount of \$373,500 over the three-year term ending on June 30, 2029. The agreement includes an option for a one-year extension at the City’s discretion.

**GOLETA STRATEGIC PLAN:**

**City-Wide Initiative:** 5. Strengthen Infrastructure

**Strategic Goal:** 5.1 Strengthen Citywide infrastructure, including roads and traffic circulation, including bicycle lanes, paths, and sidewalks

**FISCAL IMPACTS:**

There is sufficient funding budgeted in the proposed Fiscal Year 2026/2027 budget for the Annual Replacement of Traffic Striping and Pavement Markings Services. The term of the agreement will span over three fiscal years with a termination date of June 30, 2029. Additionally, the agreement will have an option for a one-year extension, and the budget will be programmed accordingly for this service.

Table 2 on the following page summarizes the project budget amounts, including carryovers, and funding source. There are sufficient funds in the proposed FY 26/27 budget to cover the professional services costs associated with this amendment for the first year of the agreement. The agreement is subject to final approved budgets for each fiscal year.

Table 2: Traffic Striping and Pavement Markings Services Funding

<b>Traffic Striping and Pavement Markings Services, FY 26/27</b>		
<b>Fund Type</b>	<b>Account</b>	<b>FY 26/27 Proposed Budget</b>
General Fund	101-50-5800-51074	\$25,000
Measure A	205-50-5800-51074	\$75,000
Measure A	205-50-5800-51081	\$24,500
	<b>Total</b>	<b>\$124,500</b>

**ENVIRONMENTAL REVIEW:**

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or are otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines § 15060(c)(3) and § 15378. This Project meets the above criteria and is not subject to CEQA. No additional environmental review is required.

**ALTERNATIVES:**

Council may reject the recommendation. However, doing so could delay Citywide Traffic Striping and Pavement Markings Services by up to four months and may not produce any additional responsive and responsible bidders that are more qualified.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. General Services Agreement with WGJ Enterprises Inc., dba PCI for Annual Replacement of Traffic Striping and Pavement Markings

**ATTACHMENT 1**

General Services Agreement with WGJ Enterprises Inc., dba PCI for Annual  
Replacement of Traffic Striping and Pavement Markings

**Project Name:** Annual Replacement of Traffic Striping and Pavement Markings

**AN AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
WGJ ENTERPRISES, DBA PCI, INC.**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2026**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **WGJ ENTERPRISES, DBA PCI, INC.**, a California Corporation (hereinafter referred to as "Service Provider").

**SECTION A. RECITALS**

1. This Service Provider will be providing Traffic Striping and Pavement marking services in conjunction with the Annual Replacement of Traffic Striping and Pavement Markings project; and
2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080; and
4. The City Council, on this \_\_\_\_ day of \_\_\_\_\_, 2026, approved this Agreement and authorized the City Manager to execute the Agreement.

**SECTION B. TERMS**

**1. RETENTION OF SERVICE PROVIDER**

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform City Wide Annual Replacement of Traffic Striping and Pavement Markings, as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

## **2. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$124,500 per fiscal year** and **SHALL NOT EXCEED** the sum of **\$373,500** over the life of the Agreement, and shall be earned on the following basis:

At the rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

**(b) Payment.** All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is Paul Medel.

## **4. PROGRESS AND COMPLETION**

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed **\$20,000** per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

## **5. AGREEMENT PERFORMANCE**

**Non-Exclusivity.** This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

**Ability to Perform.** The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials,

and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

**Laws to be Observed.** The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

**Payment of Taxes.** The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

**Permits and Licenses.** The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

**Prevailing Wage.** The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

**Safety Provisions.** The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

**Preservation of City Property.** The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

**Immigration Act of 1986.** The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**Nondiscrimination.** The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination

is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes Service Provider to the penalties provided for in Labor Code Section 1735.

**Paper Products and Printing Requirements.** To the extent this contract provides paper products, and printing and writing paper for the City, Service Provider must meet quality standards and criteria specified in [SB 1383](#), [Sections 22150-22154 of the Public Contract Code](#) and [16 Code of Federal Regulations \(CFR\) Section 260.12](#) by:

- a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
- b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
- e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

**Organic Waste Use Requirements.** To the extent this contract provides landscaping maintenance, renovation, and construction services, Service Provider must:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria

City of Goleta

Public Works Department Agreement with WGJ Enterprises, dba PCI

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specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).

- b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated Representative, upon completion of projects. Information to be provided must include:
  - i. General description of how and where the product was used and if applicable, applied;
  - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
  - iii. Type of product;
  - iv. Quantity of each product; and,
  - v. Invoice or other record demonstrating purchase or procurement.
- c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

**Work Delays.** Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

**Inspection.** The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

**Audit.** City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

**Interests of Service Provider.** The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

## **6. TERM**

This Agreement shall expire on June 30, 2029.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER**

This Agreement is for general services which are personal to City. William Jacob is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. This Agreement is not assignable by Service Provider without City's prior consent in writing.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for Service Provider's Damages.** The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

**(b) Defense and Indemnity of Third-Party Claims/Liability.** Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

**(c) Nonwaiver.** The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

## **10. INSURANCE**

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004

and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.
- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or

agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.

- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

## **11. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **12. TERMINATION BY CITY**

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

### **13. CORRECTIONS**

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

### **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

### **15. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

### **16. CONFLICT OF INTEREST**

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer

of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

**17. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

**18. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

**19. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

**20. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	Robert Nisbet, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO SERVICE PROVIDER:	William Jacob WGJ Enterprises Inc, dba PCI 975 W 1st Street Azusa, CA 91702

## **21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

## **22. FEDERAL REQUIREMENTS**

FEMA financial assistance will be used to fund all or a portion of this contract. The Service Provider shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
2. Federal Contract Provisions attached hereto as **Exhibit “C”** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

**In concurrence and witness whereof**, this Agreement has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**SERVICE PROVIDER**

\_\_\_\_\_  
Robert Nisbet, City Manager

Signed by:  
*William Jacob*  
\_\_\_\_\_  
0FC15D938C6841E...  
William Jacob, President/Owner

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

Signed by:  
*A. Todd Moysychyn*  
\_\_\_\_\_  
727088BBE3BE481...  
Todd Moysychyn, Chief Financial Officer

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:  
*Scott Shapses*  
\_\_\_\_\_  
8E54D649018644D...  
Scott Shapses, Deputy City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

## **SCOPE OF WORK**

The work to be done consists of furnishing all materials, equipment, tools labor, and incidentals as required by specifications, and contract documents. The general items of work include painting and repainting of traffic striping and pavement markings, replacement of missing markers, the installation of new reflective pavement markers/markers, and the removal of obsolete and/or unnecessary striping and pavement markings. All work shall include the cleaning of soil and debris from areas prior to actual striping.

## **LOCATION OF WORK**

Locations of striping to be determined by Public Works Staff as needed.

## **MATERIALS AND STANDARD SPECIFICATIONS**

**Materials.** Paint for traffic striping shall be rapid dry. Paint for crosswalks, stop bars, arrows, other pavement legends and curb markings shall be ready-mixed rapid dry type.

Per list of streets, restripe every existing line and marking on the roadway pavement and replace reflective markers and bot-dots where they are missing as needed.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

**Application.** Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied in two coats. The second coat of paint shall be applied no less than 24 hours from application of the first coat. Each coat of paint shall include glass beads.

Any cost increases greater than 10% must be approved by the City Manager.

## **SIGNING, STRIPING, AND PAVEMENT MARKERS**

All equipment, materials, and components for striping, and the installation thereof, shall conform to the Caltrans Standard Plans, 2024 Edition and Standard Specifications, Section 82, "Signs and Markers" Section 84, "Markings," 2024 Edition except as noted in the Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 5 office at 50 Higuera Street, San Luis Obispo, CA 93401-5415 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520 or available online at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

## **TRAFFIC STRIPES AND PAVEMENT MARKINGS**

**Description.** Traffic stripes, pavement markings, and curb marking shall be paint unless otherwise Directed.

Control of Alignment and Layout. The Contractor shall furnish the necessary control points for all striping, markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the city inspector.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5 feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings shall be removed by wet sandblasting per Section 15-2.02B, "Traffic Stripes and Pavement Markings," and Section 15-2.02C, "Pavement Markers," of the State Standard Specifications.

All thermoplastic grindings shall be disposed of per State Standard Stormwater SWIIP regulations.

Paint markings shall not be grinded, rather old paint markings shall be painted over with black cover paint or left to decay entirely over time.

## **PAVEMENT MARKERS**

Placement of Adhesive for raised pavement markers shall be rapid set type epoxy.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the specifications, the paragraphs set forth below, or other contract documents. The following paragraphs are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers referred to in the following paragraphs coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out.

## **EQUIVALENT MATERIALS**

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the City. Request for consideration of equivalents must be submitted in writing allowing sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the City. Requests for substitution of equipment and materials and submission of substantiating data must be submitted in writing no later than thirty-five (35) days after award of the contract.

### **TIME FOR COMPLETION**

The Contractor shall complete all assigned work in every detail within thirty (30) consecutive working days after the date in the Notice to Proceed, exclusive of maintenance periods, except or otherwise agreed upon due to already scheduled road resurfacing.

### **CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK**

At least two weeks prior to the start of assigned work, the Contractor shall furnish to the Public Works Manager a schedule of work showing the Contractor's planned sequence of operations. The schedule shall show the manner of traffic control planned for the projected work, such as partial closures, two flagmen present at all times to control traffic. The list showing lane closures shall be prepared for each day.

Such schedule shall be subject to the review and approval of Public Works Manager. No work shall be done until the Public Works Manager and Contractor have agreed to the schedule to be followed by the Contractor.

Prior to issuing the Notice to Proceed, the Public Works Manager will schedule and conduct a pre-striping meeting with the Contractor to review the proposed striping schedule and delivery dates and to clarify inspection procedures.

### **ORDER OF WORK**

Unless directed otherwise by the Public Works Manager, the order of the various work activities shall be completed at the discretion of the Contractor (This includes night work per Public Safety).

### **PROSECUTION OF WORK**

The Contractor shall submit weekly progress reports to the Public Works Manager. The report shall include updated construction schedule. Any deviations from the original schedule shall be explained.

### **EXTENSION OF TIME**

Requests for an extension of time must be delivered to the Public Works Manager within five consecutive calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be

included as part of the construction schedule required above. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Public Works Manager describing such weather, and the work which could not be performed that day because of such weather or conditions resulting therefrom and which he/she otherwise would have performed.

### **WORKING DAY**

The Contractor's activities are normally restricted to the hours between 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays as designated by the city. However, with advanced warning to affected property owners, striping may be conducted during the evening hours. Deviation from these hours will not be permitted without the prior consent of the Public Works Manager except in emergencies involving immediate hazard to persons or property.

### **FORFEITURE DUE TO DELAY**

The Contractor shall complete all or any designated portion of the work called for under the contract within the time set forth in the Section entitled Time for Completion.

In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay Agency the amount of Two Hundred and Fifty Dollars (\$250.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor.

Failure of the Contractor to perform any covenant or condition contained in the contract documents within the timer period specified shall constitute a material breach of this contract entitling the Agency to terminate the contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section entitled Extension of Time.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the contract documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the contract documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in the waiver or of time agreement shall constitute a material breach of this contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this contract and no forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section entitled Extension of Time. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be to seek an extension of time.

### **TRAFFIC AND ACCESS**

The Contractor will be required to maintain at least one lane of traffic in each direction and two flag men/women to control traffic throughout the project at all times in a manner satisfactory to the Public Works Director. It is the Contractor's responsibility to provide cones, barricades, lights and any other measures necessary for regulation of traffic.

### **BARRICADES**

All traffic control barricades, signs and devices used by the Contractor shall, at a minimum, conform to the "Manual of Warning Lights and Devices," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than 25 feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to Contractor directly.

### **STREET CLOSURES WILL NOT BE ALLOWED.**

### **PARTIAL AND FINAL PAYMENT**

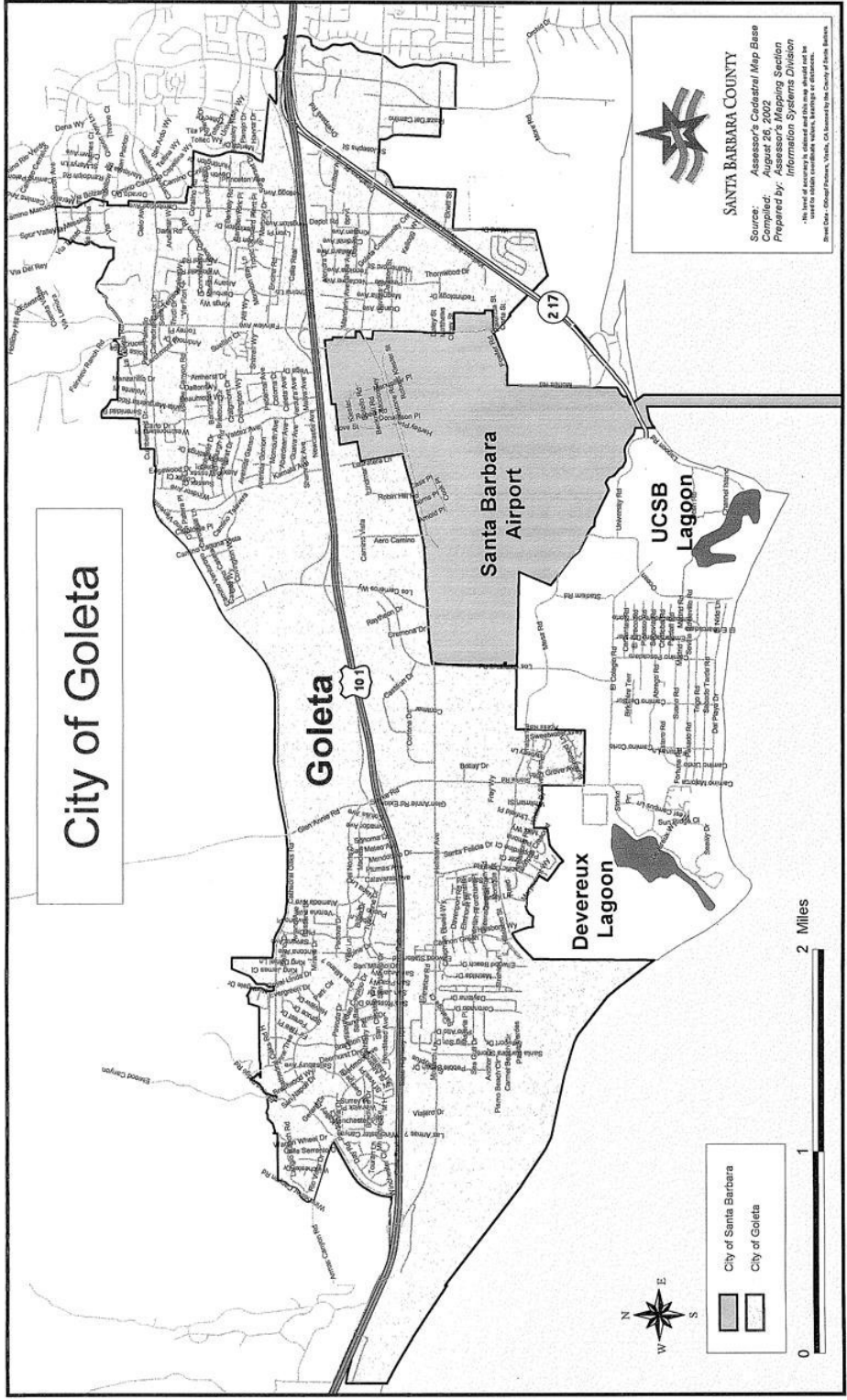
The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Monday of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents.

**Business License**

The Contractor will be required to obtain a City business license prior to receiving payment for any Work provided. Said license shall be renewed and kept in good standing for the life of the Contract.

**EMERGENCY INFORMATION**

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager, Public Works Director, and the County Sheriff's Department prior to beginning work.



ABERDEEN AVE  
AERO CAMINO  
ALAMEDA AVE  
ALBANY CT  
ALPINE DR  
AMADOR AVE  
AMHERST DR  
ANCONA AVE  
ARDMORE DR  
ARMITOS AVE  
ARMSTRONG RD  
ARUNDEL RD  
AVENIDA GANSO  
AVENIDA GARZA  
AVENIDA  
GORRION  
BARRINGTON WAY  
BASSANO DR  
BERKELEY RD  
BOLLAY DR  
BRADFORD DR  
BRAEBURN DR  
BRANDON DR

BRENTWOOD WY  
BUTTE DR  
CALAVERAS AVE  
CALETA AVE  
CALLE KORAL  
CALLE REAL  
CAMBRIDGE DR  
CAMINO CASETA  
CAMINO LAGUNA  
VISTA CAMINO  
TALAVERA CAMINO  
VENTUROSO  
CAMINO VISTA  
CAMINO VIVIENTE  
CANNON GREEN  
DR CARLISLE DR  
CARLO DR  
CAROLDALE LN  
CASTILIAN DR  
CATHEDRAL OAKS RD  
CHAPEL ST  
CIELO AVE  
COLFAX CT

COLOMA DR  
COLUSA AVE  
CORALINO RD  
COROMAR DR  
CORONADO DR  
CORTONA DR  
COVINGTON WAY  
CRAIGMONT DR  
CREMONA DR  
DANBURY CT  
DARA RD  
DARTMOOR AVE  
DAVENPORT RD  
DAWSON ST.  
DAYTONA DR  
DEARBORN PL  
DEBBIE RD  
DEERHURST DR  
DEL NORTE DR  
DURHAM PL  
EDGEWOOD DR  
EKWILL ST

ELLWOOD BEACH DR  
ELLWOOD CANYON RD  
ENCINA LN  
ENCINA RD  
ENTRANCE RD  
EVERGREEN DR  
FAIRVIEW AVE  
FIR TREE PL  
FOREST DR  
GAVIOTA ST  
GEORGETOWN RD  
GLEN ANNIE RD  
GUAVA AVE  
HASTINGS DR  
HEMPSTEAD AVE  
HOLLISTER AVE  
HUNTINGTON DR  
KELLOGG AVE  
KELLOGG PL  
KELLOGG WAY  
KINGS WAY  
KINGSTON AVE  
KINMAN AVE  
LA GOLETA RD  
LA PATERA LN  
LA PATERA PL  
LANCASTER PL  
LEXINGTON AVE  
LINDMAR DR  
LOS CARNEROS RD  
LOS CARNEROS WAY  
LOS NINOS  
LYON PL  
MADERA DR  
MAGNOLIA AVE  
MALVA AVE  
MANDARIN DR  
MARBURY DR  
MARLBOROUGH DR  
MENDOCINO DR  
MILLS WY  
MIRANO DR  
MOMOUTH AVE  
MUIRFIELD DR  
NECTARINE AVE  
NEWCASTLE AVE  
NEWPORT DR  
NORTHGATE  
OLD GLEN ANNIE PL

ORANGE AVE  
OVERPASS RD  
PACIFIC OAKS RD  
PADOVA DR  
PALO ALTO DR  
PARKHURST DR  
PASEO DEL PINON  
PATTERSON AVE  
PEBBLE BEACH DR  
PEDERNAL AVE  
PEMBROKE AVE  
PHELPS RD  
PINE AVE  
PLACER DR  
PLUMAS AVE  
REDWOOD WY  
ROBIN HILL RD  
ROSSMORE RD  
ROTHBURY PL  
RUTHERFORD ST  
SALISBURY AVE  
SAN BLANCO DR  
SAN MATEO AVE  
SAN MILANO DR  
SAN NAPOLI DR  
SAN ROSSANO DR  
SANTA BARBARA  
SHORES DR  
SANTA FELICIA DR  
SANTA MARGUERITA DR  
SARATOGA CT  
SAVONA AVE  
SEA GULL DR  
SHAMROCK AVE  
SHIRRELL WAY  
SOMERSET DR  
SONOMA AVE  
ST. ALBANS PL  
ST. CHARLES PL  
ST. GEORGE PL  
ST. IVES PL  
ST. JOSEPH'S ST  
STORKE RD  
STOW CANYON RD  
SYLVAN DR  
TECOLOTE AVE  
THORNWOOD DR  
TORREY PL  
TUOLUMNE DR

VALDEZ AVE  
VEGA DR  
VERDURA AVE  
VIA BOLZANO  
VIA SALERNO  
VIAJERO DR  
WAKEFIELD RD  
WARD DR  
WHITMAN ST  
WHITTIER DR  
WINCHESTER CANYON  
RD  
WINCHESTER DR  
WINDSOR AVE  
YOLO

**EXHIBIT B**  
**SCHEDULE OF FEES**

Item Description	Unit of Measure	Quantity	Unit Price	Line Total	Comment
White 4-Inch Broken Lane Line	LF		\$ 0.70		
White 4-Inch Solid Lane Extension Line	LF		\$ 0.90		
White 4-Inch Solid Parking Stalls Line	LF		\$ 1.20		
White 4-Inch Solid Shoulder Line	LF		\$ 0.60		
White 8-Inch Solid Lane line	LF		\$ 0.75		
White 8-Inch Solid Channelizing Lane Line	LF		\$ 0.75		
White 12-24 Inch Extra Wide Diagonal Line and Limit Bars	LF		\$ 3.75		
White 12-24 Inch Extra Wide Stripe	LF		\$ 3.75		
White 12-24 Inch Solid Stripe	LF		\$ 3.00		
Yellow 4-Inch Solid Lane	LF		\$ 0.70		
Yellow 4-Inch Broken Yellow (7 Inch Long)	LF		\$ 0.60		
Yellow 4-Inch Yellow and 3-Inch Black - Double Yellow (broken yellow-solid yellow with black separation) Line	LF		\$ 0.85		
Yellow Double Solid Yellow (both with black line separation line) - 4-Inch Yellow, 3-Inch Black	LF		\$ 0.85		
Yellow 2 Double Yellow and 2 Solid Yellow (both with black line separation) - 4-Inch Yellow, 3-Inch Black; each Double Yellow Separated by 24 Inch Min Spacing	LF		\$ 1.40		
White Bike Lane Symbol Marking	EA		\$ 225.00		
White Type 3 Arrow Marking	EA		\$ 200.00		
White Type 5 Arrow Marking	EA		\$ 150.00		
White Type 6 Arrow Marking	EA		\$ 200.00		
White Type 7 Arrow Marking	EA		\$ 200.00		
White SCHOOL XING Marking	EA		\$ 375.00		
White SCHOOL XING AHEAD Marking	EA		\$ 550.00		
White PED Marking	EA		\$ 180.00		
White DIP Marking	EA		\$ 180.00		
White STOP Marking	EA		\$ 200.00		
White STOP AHEAD Marking	EA		\$ 450.00		
White SIGNAL AHEAD Marking	EA		\$ 575.00		

## EXHIBIT C

### FEDERAL CONTRACT PROVISIONS

During the performance of this contract, WGJ Enterprises dba PCI (the "Service Provider") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Service Provider.

#### 1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

A. Service Provider shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

B. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Service Provider shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

#### 2. **COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules

at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Service Provider.

**3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

- A. Service Provider shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Service Provider personnel for the purpose of interview and discussion related to the books and records.
- B. The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Service Provider agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)**

- A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms

of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- i. Termination for Convenience. The Agency may, by written notice to Service Provider, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Service Provider of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Service Provider shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Service Provider prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- ii. Termination for Cause. If Service Provider fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Service Provider specifying the default (“Notice of Default”). If Service Provider does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Service Provider fails to cure a default as set forth above, the Agency may, by written notice to Service Provider , terminate this contract for cause, in whole or in part, and specifying the effective date thereof (“Notice of Termination for Cause”). If the termination is for cause, Service Provider shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Service Provider’s deficiencies and charge the cost thereof to Service Provider, who shall be liable for the full cost of the Agency’s corrective action, including reasonable overhead, profit and attorneys’ fees.
- iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Service Provider performance of the work.

iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Service Provider shall promptly discontinue the work unless the Notice directs to the contrary. Service Provider shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Service Provider acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Service Provider shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Service Provider shall be entitled to receive only the amounts payable under this Section, and Service Provider specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

B. Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Service Provider shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

i. Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Service Provider will take affirmative action to insure that applicants are employed and that employees are treated equally

during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- ii. Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- iii. Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Service Provider's legal duty to furnish information.
- iv. Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- vi. Service Provider will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - vii. In the event of Service Provider's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - viii. Service Provider will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or Service Provider. Service Provider will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or Service Provider as a result of such direction, Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.
- D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:
- i. If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Service Provider shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Service Provider or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

- v. The Service Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program,

Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Service Provider shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- i. Pursuant to the Clean Air Act, (1) Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Service Provider agrees to include these requirements in each subcontract exceeding \$150,000.
- ii. Pursuant to the Federal Water Pollution Control Act, (1) Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Service Provider agrees to include these requirements in each subcontract exceeding \$150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Service Provider is required to verify that none of the Service Provider, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - ii. Service Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Service Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - iv. Service Provider warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Service Provider also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Service Provider further agrees to notify the Agency in writing immediately if Service Provider or its subcontractors are not in compliance during the term of this contract.
- H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Service Provider shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Service Provider shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Service Providers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- i. Service Provider shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this contract, the Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**5. MISCELLANEOUS PROVISIONS**

- A. The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Service Provider will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- C. Service Provider acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this contract.

D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Service Provider, any subcontractors or any other party pertaining to any matter resulting from the contract.

E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

- i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.
- ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Service Provider, the Service Provider's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Service Provider exceeds at its own risk.