



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Traffic Stripes for Various City Streets 2009 to Chrisp Company, of Fremont (\$22,960)

**MEETING DATE:** September 2, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution to award contract for Traffic Stripes for Various City Streets, 2009, to Chrisp Company, of Fremont, CA, in the amount of \$22,960.35.

**BACKGROUND INFORMATION:** This project provides for repainting of traffic stripes (lane lines) on approximately 20 percent of all striped City streets. The repainting of traffic stripes was skipped in 2008 as a cost savings measure.

A recap of the types of lane line and quantities for this contract is provided below:

<u>LANE LINES</u>	<u>MILES</u>	<u>COST</u>
Broken White	.77	\$408.50
Broken Yellow	6.72	\$3,545.90
Double Yellow	4.27	\$9,695.21
Eight-Inch Solid White	.41	\$1,087.20
Four-Inch Solid White	1.49	\$1,807.34
Continuous Left	.81	\$1,488.20
Six-Inch Solid White	2.64	\$463.68
Six-Inch Skip	.27	\$4,464.32
<b>Total</b>	<b>17.38</b>	<b>\$22,960.35</b>

The specifications for this project were approved on August 5, 2009. The City received the following four bids for this project on August 20, 2009.

<u>Company</u>	<u>Location</u>	<u>Bid</u>
Chrisp Company	Fremont	\$22,960.35
Sierra Striping Company	Loomis	\$32,584.33
Safety Striping Service, Inc.	Goshen	\$35,190.18
Centerline Striping Company, Inc.	Elk Grove	\$38,780.22

Chrisp Company has done work within the City of Lodi numerous times with excellent results.

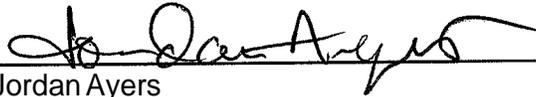
The 2009/10 Street Operating Budget includes \$75,000 for this project. Staff will work with Chrisp Company to execute a contract change order increasing the number of feet of lane line installed to take advantage of the extremely low bid price.

APPROVED: \_\_\_\_\_

*Blair King*  
Blair King, City Manager

**FISCAL IMPACT:** This budgeted expense will assist the Streets and Drainage Division in its continuing effort to maintain the City's lane lines for visibility and safety.

**FUNDING AVAILABLE:** The money for this material will be coming from the 2009/10 Street Operating Budget.

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager  
FWS/CJ/dsg

cc: D. Stephen Schwabauer, City Attorney  
George M. Bradley, Streets & Drainage Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and CHRISP COMPANY, herein called "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bonds

The May 2006 Edition Standard  
Specifications, State of California  
Business, Transportation, and  
Housing Agency, Department of  
Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

**ARTICLE IV** And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 17.40 miles of extruded thermoplastic traffic stripes (traffic lines) on various City streets and other incidental and related work, all as shown on the specifications for EXTRUDED THERMOPLASTIC TRAFFIC STRIPES, VARIOUS CITY STREETS, 2009.

**BID ITEMS**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST'D QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	4" Broken White	4,085	LF	\$ <u>.10</u>	\$ <u>408.50</u>
2	4" Broken Yellow	35,459	LF	\$ <u>.10</u>	\$ <u>3,545.90</u>
3	Double Yellow	22,547	LF	\$ <u>.43</u>	\$ <u>9,695.21</u>
4	8" Solid White	2,265	LF	\$ <u>.48</u>	\$ <u>1,087.20</u>
5	4" Solid White	7,858	LF	\$ <u>.23</u>	\$ <u>1,807.34</u>
6	Continuous Left	4,252	LF	\$ <u>.35</u>	\$ <u>1,488.20</u>
7	6" White Skip	1,449	LF	\$ <u>.32</u>	\$ <u>463.68</u>
8	6" White Solid	13,951	LF	\$ <u>.32</u>	\$ <u>4,464.32</u>

TOTAL BID **\$ 22,960.35**

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **10 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_, 2009

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

\_\_\_\_\_  
Address

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

\_\_\_\_\_

\_\_\_\_\_  
FAX

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Blair King  
City Manager

Attest:

\_\_\_\_\_  
Randi Johl  
City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2009-119

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING CONTRACT FOR TRAFFIC STRIPES FOR  
VARIOUS CITY STREETS 2009

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bid was received and publicly opened on August 20, 2009, at 11:00 a.m. for Traffic Stripes for Various City Streets 2009 described in the specifications therefore approved by the City Council on August 5, 2009; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Bid</u>
Chrisp Company	\$2230.35
Sierra Striping Company	\$32,584.33
Safety Striping Service, Inc.	\$35,190.18
Centerline Striping Company, Inc.	\$38,780.22

WHEREAS, staff recommends awarding the bid for Traffic Stripes for Various City Streets 2009 to the low bidder, Chrisp Company, of Fremont, California; and

WHEREAS, sufficient funds are available to perform additional needed striping work.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby award the contract for Traffic Stripes for Various City Streets 2009 to Chrisp Company, of Fremont, California, the low bidder, in the amount of \$22,960.35; and

BE IT FURTHER RESOLVED that the Public Works Director is authorized to add additional striping work under this contract as funds are available within the current budget.

Dated: September 2, 2009

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I hereby certify that Resolution No. 2009-119 was passed and adopted by the Lodi City Council in a regular meeting held September 2, 2009, by the following votes:

- AYES: COUNCIL MEMBERS – Hitchcock, Katzakian, and Mayor Hansen
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Johnson and Mounce
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk