

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

CHRISP COMPANY
(Contractor)

ANNUAL LONG LINE THERMOPLASTIC STRIPING PROJECT
(Project Title)

307-000-8801/16011-307-4150
MAJNC/18907-000-4150
(Budget Account Number)

THIS CONTRACT is executed on Sept 30, 2016, between the CITY OF CHICO, (City), and CHRISP COMPANY, a California corporation (Contractor).

ARTICLE I - WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, Contractor hereby agrees to, at its own proper cost and expense, do all the work and furnish all labor and materials necessary to complete in a good, professional, and substantial manner, the public work indicated above and described in the documents listed below and made a part of this Contract by reference thereto, and the same as though set forth herein. Said documents are more fully described as follows:

1. NOTICE TO CONTRACTORS dated August 12, 2016
2. CITY OF CHICO STANDARD GENERAL PROVISIONS dated October 23, 2015
3. SPECIAL PROVISIONS entitled "SPECIAL PROVISIONS"
4. PROPOSAL dated August 31, 2016.
5. CONTRACT PLANS entitled "Annual Long Line Thermoplastic Striping Project"

A requirement shown in any of said documents is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete work. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently explained in said documents or should any of said documents appear to be conflicting, the Contractor shall apply to the City for such further explanation as may be necessary, and shall conform to them as part of the Contract. The decisions of the City as to the true meaning of any of said documents shall be final.

The work shall be performed in accordance with the directions and specifications set forth in the above named documents and also in accordance with the following specifications entitled:

1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, MAY 2006
2. STANDARD SPECIFICATIONS OF THE CITY OF CHICO

Said specifications are hereby specifically referred to and by such reference made a part hereof.

ARTICLE II - Contractor agrees to receive and accept the prices set forth in Exhibit "A" attached hereto and by reference incorporated herein as full compensation for furnishing all labor and materials and doing all the work contemplated and embraced in this Contract; 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 obstruction which may arise or be encountered in the prosecution of the work 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 plans and specifications and the requirements of the Public Works Director under them.

ARTICLE III - City hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the labor and materials and to do the public work

according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions in said GENERAL PROVISIONS, SPECIAL PROVISIONS, PROPOSAL, and SPECIFICATIONS as 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.

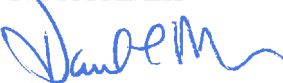
ARTICLE IV - It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contract, then this instrument shall control, and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the parties hereto have executed these presents in the day and year first above written.

Chrisp Company
CONTRACTOR

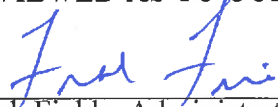
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CITY/STATE/ZIP

By: 
Signature

EXECUTIVE VICE PRESIDENT
TITLE

374600
CONTRACTOR'S LICENSE NO.

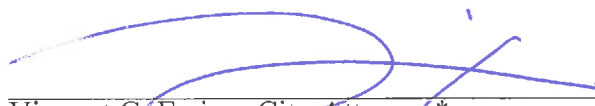
REVIEWED AS TO CONTENT:

Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human Resources, Finance and Information Systems.

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By: 
Purchasing Officer*

*Bid awarded by Purchasing Officer per Section 3.20.060 of the Chico Municipal Code.

APPROVED AS TO FORM:

Vincent C. Ewing, City Attorney*

*Pursuant to The Charter of the City of Chico, Section 906(D)

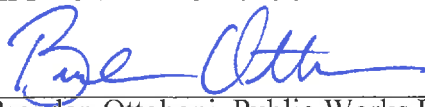
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Brendan Ottoboni, Public Works Director - Engineering

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FOR
ANNUAL LONG LINE THERMOPLSTIC STRIPING PROJECT
(Project Title)

307-000-8801/16011-307-4150
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Item No.	Description	Qty	Unit	Unit Price	Amount
1	Roadway Maintenance and Traffic Control	1	LS	\$14,825.00	\$14,825.00
2	Obliterate Thermoplastic Traffic Striping	400	LF	\$1.00	\$400.00
3	Removal of Raised Pavement Markers and Buttons	24,400	LF	\$0.40	\$9,760.00
4	Thermoplastic Pavement Marking (Bike Lane Arrow)	2	EA	\$45.00	\$90.00
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26	Thermoplastic Traffic Striping, Detail 9	19,765	LF	\$0.35	\$6,917.75
				TOTAL	\$154,025.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda



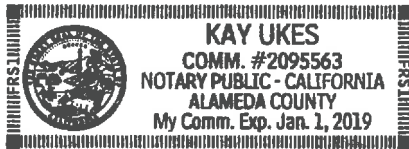
On 9/20/16 before me, Kay Ukes - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David L Morris
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kay Ukes
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

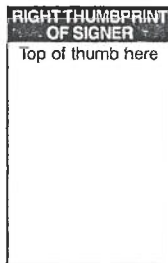
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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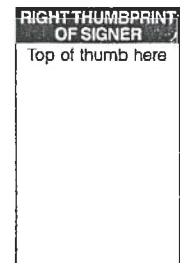
Signer Is Representing: _____



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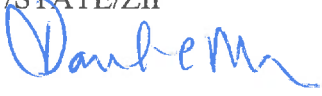
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CONTRACTOR

43650 Osgood Road
ADDRESS

Fremont, CA 94539
CITY/STATE/ZIP

By: 
Signature

EXECUTIVE VICE PRESIDENT
TITLE

374600
CONTRACTOR'S LICENSE NO.

REVIEWED AS TO CONTENT:


Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human Resources, Finance and Information Systems.

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By: 
Purchasing Officer*

*Bid awarded by Purchasing Officer per Section 3.20.060 of the Chico Municipal Code.

APPROVED AS TO FORM:


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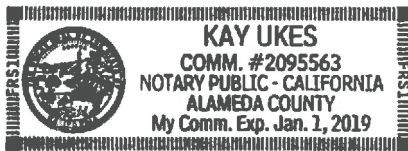
On 9/20/16 before me, Kay Ukes - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David L Morris
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kay Ukes
Signature of Notary Public

OPTIONAL

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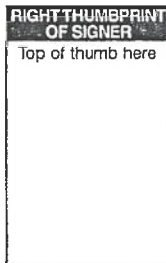
Signer(s) Other Than Named Above: _____

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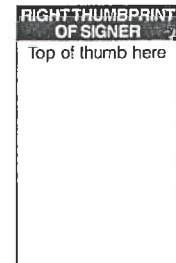
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				TOTAL	\$154,025.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Alameda }

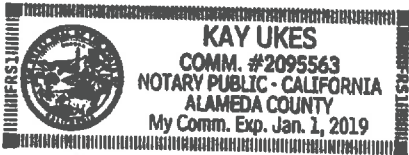
On 9/20/16 before me, Kay Ukes - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David L Morris
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kay Ukes
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

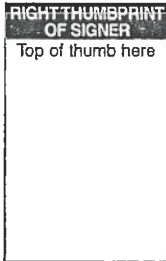
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____