



MEETING DATE: 12/18/06
ITEM NO: 10

COUNCIL AGENDA REPORT

DATE: DECEMBER 6, 2006

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER

SUBJECT: PROJECT 0710 (PPW JOB NO. 06-05) AWARD OF CONSTRUCTION CONTRACT FOR ANNUAL STREET RESTRIPIING PROJECT – FY 2006-07
A. ADOPT RESOLUTION DECLARING CHRISP COMPANY TO BE THE LOWEST RESPONSIBLE BIDDER ON THE PROJECT AND AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$23,559.
B. AUTHORIZE STAFF TO ISSUE CHANGE ORDERS TO THE CONSTRUCTION CONTRACT UP TO AN AMOUNT OF \$5,000.

RECOMMENDATION:

- A. Adopt Resolution (Attachment 1) declaring Chrisp Company to be the lowest responsible bidder on the project and award a construction contract (Exhibit A) in the amount of \$23,559.
- B. Authorize staff to issue change orders to the construction contract up to an amount of \$5,000.

BACKGROUND:

Roadway markings wear out due to traffic and weather. The goal is to have Town streets that are properly striped for safe operation and use by the public. In recent years, striping has been accomplished primarily in conjunction with the resurfacing of streets in the annual street paving project. Beginning in the FY 2006-11 Capital Improvement Program, funding for an annual restriping program was established. This program will allow the Town to restripe streets that are not scheduled for street repaving as needed. Thermoplastic striping will be installed for center lanes, bicycle lanes, crosswalks, stop sign and signal light markings, and other roadway signage.

DISCUSSION:

For projects under \$100,000 construction costs, the Town's informal bid process does not require public advertising and the preparation of a set of complete plans and specifications for a project.

PREPARED BY:

JOHN E. CURTIS

Director of Parks and Public Works

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Reviewed by: PSJ Assistant Town Manager OK Town Attorney
____ Clerk Administrator SC Finance ____ Community Development

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MAYOR AND TOWN COUNCIL

SUBJECT: PROJECT 0710 (PPW JOB NO. 06-05) AWARD OF CONSTRUCTION
CONTRACT FOR ANNUAL STREET RESTRIPIING PROJECT FY 2006-07
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This informal bid process allows staff to prepare a scope of work, solicit bids from minimum of three (3) contractors and award the contract to the lowest responsible bidder. The Town uses this process for small and uncomplicated projects.

Bids for the Street Striping Project were received on December 6, 2006. See (Attachment 3) bid summary. The following contractors submitted bids for this project:

Chrisp Company	\$23,558.94
Safety Striping Services, Inc.	\$48,428.06

Staff has checked all of the bids received and has determined that Chrisp Company is responsible and that its bid is responsive to the Town's informal bid process. It is recommended that the Council adopt the attached Resolution that would declare Chrisp Company to be the lowest responsible bidder on the project and award a construction contract to this company in the amount of \$23,559.

CONCLUSION:

Staff recommends that the Council accept the staff recommendations noted above.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301c). A Notice of Exemption will not be filed.

FISCAL IMPACT:

The FY 2006-07 Capital Improvement Program budget for the Annual Street Restriping Project is approved for \$50,000. This contract and contingency total \$28,559, leaving a remaining balance of \$21,441, as follows:

ANNUAL STREET RESTRIPIING PROJECT #0710			
FY 2006/07 Fiscal Impact	Budget Funding	Proposed Contract	Remaining Balance
Street Restriping 400-0710	50,000	28,559	21,441
TOTALS	50,000	28,559	21,441
TOTAL EXPENDITURES BY CATEGORY:			
Staff Labor			
Materials			
Engineering Design		-	
Construction		23,559	
Contingency		5,000	
TOTALS		28,559	

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MAYOR AND TOWN COUNCIL

SUBJECT: PROJECT 0710 (PPW JOB NO. 06-05) AWARD OF CONSTRUCTION
CONTRACT FOR ANNUAL STREET RESTRIPIING PROJECT FY 2006-07
DECEMBER 6, 2006

Attachment

1. Resolution declaring Chrisp Company to be the lowest responsible bidder (with Exhibit A)
Construction Contract
2. Bid Summary

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AWARDING A CONSTRUCTION CONTRACT TO
CHRISP COMPANY
FOR PPW JOB NO. 06-05
ANNUAL STREET RESTRIPIING PROJECT FOR FISCAL YEAR 2006-07**

WHEREAS, bids were sought in conformance with State and Town law for PPW JOB No.06-05 – Annual Street Restriping Project; and

WHEREAS, Chrisp Company submitted the lowest bid which the Town Council deems to be responsive to the Town's solicitation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that Chrisp Company is declared to be the lowest responsible bidder for PPW JOB No. 06-05 – Annual Street Restriping Project.

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute a construction contract (Attached as Exhibit A) for said project on behalf of the Town in the amount of \$23,558.94.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 18th day of December, 2006, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS

ABSENT:

ABSTAIN:

SIGNED: MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

CONTRACT

THIS AGREEMENT is between the **Town of Los Gatos** (hereinafter referred to as "Owner") and **Chrisp Company** (hereinafter referred to as "Contractor"). Owner and Contractor, for the consideration hereinafter named, agree as follows:

A. SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of **PPW JOB No. 06-05 – Annual Street Restriping Project** in accordance with the Contract Documents.

B. CONTRACT PRICE

As full compensation for furnishing all materials and for 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 actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, 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, Owner shall pay (Twenty three thousand five hundred and fifty eight dollars and ninety four cents), **(\$23,558.94)**, which shall supersede any other amount specified in the Contract Documents.

C. CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

D. BEGINNING OF WORK

Following the execution of this Contract and the approval of bonds and insurance policies and certificates, Owner shall issue a *Notice to Proceed* with the Work. Commencing work or the entrance of equipment or materials on the site of the Work by Contractor before receipt of the *Notice to Proceed* is at the sole risk and expense of Contractor, and the Contractor shall be fully liable for any damage or injury sustained by Owner or third persons resulting therefrom.

E. TIME OF COMPLETION

The Work called for herein shall be fully completed within **Thirty (30)** working days of Contractor's receipt of the *Notice to Proceed*.

F. CORRECTION OF WORK AFTER ACCEPTANCE AND FINAL PAYMENT BY TOWN

Contractor shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting therefrom which shall appear within a period of 2 years from the date of recording of the *Notice of Completion*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of day of _____, 20____.

TOWN OF LOS GATOS, by:

CONTRACTOR, by: Chrisp Company

Debra J. Figone
Town Manager

(Signature)

RECOMMEND BY:

John E. Curtis
Director of Parks and Public Works

(Contractor's License Number)

APPROVED AS TO FORM:

Orry P. Korb
Town Attorney

ATTEST:

Jackie Rose
Clerk Administrator

*Town of Los Gatos Parks and Public Works Department
Annual Stripe Restriping Project #06-05
Bid due: December 6, 2006 at 10:00 A.M. at the PPW Office*

				Engineers Estimate		Chrisp Company 43650 Osgood Rd. Fremont, CA 94539-5631		Safety Striping Service, Inc. PO Box 1020 6868 Ave. 305 Goshen, CA 93227	
Item No.	Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	White Dashed Stripe	26,980	LF	0.25	6,745.00	0.11	2,967.80	0.09	2,428.20
2	Double Yellow Stripe	35,720	LF	0.25	8,930.00	0.26	9,287.20	0.50	17,860.00
3	Two-Way Left Turn Stripe	12,574	LF	0.25	3,143.50	0.20	2,514.80	0.50	6,287.00
4	Yellow Dashed Stripe	9,654	LF	0.25	2,413.50	0.11	1,061.94	0.09	868.86
5	4" Lane Stripe	16,842	LF	0.25	4,210.50	0.14	2,357.88	0.40	6,736.80
6	4" Edge Stripe	13,958	LF	0.25	3,489.50	0.14	1,954.12	0.40	5,583.20
7	8" Left Turn Lane Stripe	2,520	LF	0.25	630.00	0.26	655.20	0.70	1,764.00
8	6" Bike Stripe	13,800	LF	0.25	3,450.00	0.20	2,760.00	0.50	6,900.00
COMBINED PROJECT TOTAL					\$33,012.00		\$23,558.94		\$48,428.06

This certifies that all bids were received and opened on December 6, 2006, and that this is a copy of the bid tabulation with bids corrected for errors in addition & multiplication. By:

EXHIBIT A