

**CITY OF CORONA
THIRD AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CHRISP COMPANY
(STREET STRIPING AND PAVEMENT MARKING MAINTENANCE REPAIR
SERVICES, RFP 18-005SB)**

1. PARTIES AND DATE.

This Third Amendment to the Maintenance/General Services Agreement (Third Amendment”) is made and entered into this 6th day of July, 2022 by and between the City of Corona (“City”) and Chrisp Company, a California corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated June 6, 2018 (“Agreement”), whereby Contractor agreed to provide street striping and pavement marking maintenance services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about November 19, 2020 (“First Amendment”). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about July 7, 2021 (“Second Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the Third time to (1) extend term to the Agreement for two years through June 30, 2024; (2) increase the Rate and Total Compensation to Two Hundred One Thousand Dollars (\$201,000) per fiscal year; and (3) replace Exhibit “C-1” (Compensation) with Exhibit “C-2” (Compensation).

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement and Amendments are hereby deleted in their entirety and replaced with the following:

"The term of this Agreement shall be from June 6th, 2018 to June 30, 2024 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal

Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 of the Agreement and Amendments are hereby deleted in their entirety and replaced with the following:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred One Thousand Dollars (\$201,000.) (“Total Compensation”) per fiscal year without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit “C-1” (Compensation) from the First Amendment is hereby deleted in its entirety and replaced with Exhibit “C-2” (Compensation).

3.4 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.6 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY’S SIGNATURE PAGE
FOR
THIRD AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CHRISP COMPANY
(STREET STRIPING AND PAVEMENT MARKING MAINTENANCE REPAIR
SERVICES, RFP 18-005SB)**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Savat Khamphou
Public Works Director

Reviewed By: _____
Rosalva Ureno
City Traffic Engineer

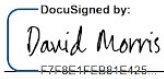
Reviewed By: _____
Scott Briggs
Acting Purchasing Manager

Attest: _____
Sylvia Edwards,
City Clerk

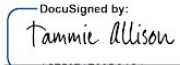
**CONTRACTOR'S SIGNATURE PAGE
FOR
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CHRISP COMPANY
a California Corporation

By: 

David L. Morris
Executive Vice President

By: 

Tammie Allison
Secretary

EXHIBIT "C-2"
COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this Exhibit "C-2".

PURSUANT TO SECTION 3.2.12 ABOVE Each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550(a), which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

The successful Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000. The payment bond shall be completed with the payment bond form provided by the City.

Whenever a bond is required by the City for an individual call-out project, the Contractor will be able to include the costs of the bonds for that individual call-out.

The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the total individual call-out project price.

DETAIL	STRIPING INSTALTLATION DESCRIPTION	MEDIUM	EST QTY	UNIT	COST PER UNIT	SUBTOTAL
Detail 1	Yellow Skip Centerline (No RPM)	Thermo	250	LF	0.26	65
		Paint	250	LF	0.11	27.5
Detail 2	Yellow Skip Centerline	Thermo	2,500	LF	0.33	825
		Paint	2,500	LF	0.16	400
Detail 8	White Skip Laneline (No RPM)	Thermo	250	LF	0.26	65
		Paint	250	LF	0.11	27.5
Detail 9	White Skip Laneline	Thermo	50,000	LF	0.33	16500
		Paint	50,000	LF	0.16	8000
Detail 11	White Skip Laneline (No RPM)	Thermo	250	LF	0.26	65
		Paint	250	LF	0.11	27.5
Detail 12	White Skip Laneline	Thermo	1,500	LF	0.33	495
		Paint	1,500	LF	0.16	240
Detail 21	Yellow Double Solid line (No RPM)	Thermo	250	LF	0.8	200
		Paint	250	LF	0.21	52.5
Detail 22	Yellow Double Solid line	Thermo	5,000	LF	1.08	5400
		Paint	5,000	LF	0.31	1550
Detail 24	Yellow Solid Left Edgeline (No RPM)	Thermo	1,000	LF	0.41	410
		Paint	1,000	LF	0.16	160
Detail 25	Yellow Solid Left Edgeline	Thermo	1,000	LF	0.52	520
		Paint	1,000	LF	0.21	210
Detail 26	Yellow RPM OnlyLeft Edeline	RPM	1,000	LF	0.16	160
Detail 27B	White Solid Right Edeline (No RPM)	Thermo	5,000	LF	0.41	2050
		Paint	5,000	LF	0.16	800
Detail 28	Yellow Double Solid Median (No RPM)	Thermo	500	LF	1.44	720
		Paint	500	LF	0.41	205
Detail 29	Yellow Double Solid Median	Thermo	5,000	LF	1.75	8750
		Paint	5,000	LF	0.52	2600
Detail 31	Yellow Two-Way Left Turn Lane Median (No RPM)	Thermo	500	LF	1.39	695
		Paint	500	LF	0.41	205
Detail 32	Yellow Two-Way Left Turn Lane Median	Thermo	5,000	LF	1.7	8500
		Paint	5,000	LF	0.52	2600
Detail 37B	White Skip Lane Drop Line	Thermo	5,000	LF	0.88	4400
		Paint	5,000	LF	0.62	3100
Detail 38	White 8" Solid Channelizing line	Thermo	5,000	LF	0.98	4900
		Paint	5,000	LF	0.62	3100
Detail 38A	White 8" Solid Channelizing line (No RPM)	Thermo	1,000	LF	0.83	830
		Paint	1,000	LF	0.52	520
Detail 38B	White 8" Solid Channelizing line (No RPM on both sides)	Thermo	250	LF	1.13	282.5
		Paint	250	LF	0.67	167.5
Detail 39	White 6" Solid Bike Lane line	Thermo	10,000	LF	0.62	6200
		Paint	10,000	LF	0.26	2600
Detail 39A	White 6" Solid Bike Lane line	Thermo	2,500	LF	0.62	1550
		Paint	2,500	LF	0.26	650
Detail 40	White Skip Through intersection line	Thermo	250	LF	1.19	297.5
		Paint	250	LF	1.03	257.5
Detail 41	Yellow Skip Through intersection line	Thermo	100	LF	1.19	119
		Paint	100	LF	1.03	103
	Arrows, Crosswalks, letters, limit lines, numbers, symbols, & yield lines	Thermo	25,000	LF	3.6	90000
		Paint	25,000	LF	1.55	38750

Detail	Raised Pavement Maker Description	Medium	Est Qty	Unit	Cost per Unit	Subtotal
Type A &AY	Dot Marker (Any Color)	RPM	200	EA	2.06	412
Type C & D	Square Dual Reflective Marker (Any Color)	RPM	1,000	EA	3.09	3090
Type G & H	Square Single Reflective Marker (Any Color)	RPM	1,500	EA	3.09	4635
		Ceramic	100	EA	55	5500

Striping Removal Description	Medium	Est Qty	Unit	Cost per unit ¹	Subtotal
4" Stripe Removal	Removal	10,000	LF	0.52	5200
6" Stripe Removal	Removal	2,500	LF	0.77	1925
8" Stripe Removal	Removal	2,500	LF	0.93	2325
Arrow, Crosswalk, letter, limit line, number, symbol & yield line removal	Removal	15,000	SF	1.55	23250

Curb Paint Description	Medium	Est Qty	Unit	Cost per unit	Subtotal
6" Curb paint of all colors	Paint	2,000	LF	0.77	1540
8" Curb paint of all colors	Paint	500	LF	1.03	515
12" Curb paint of all colors	Paint	500	LF	1.55	775
Remove curb paint (All Types)	Removal	2,000	LF	3	6000