

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

APS ENVIRONMENTAL

(Contractor)

POTHOLE SERVICES – VARIOUS LOCATIONS

(Project Title)

008-000-8800/50424-008-4150, 307-000-8800/50494-307-4150,
322-000-8800/50469-322-4150, 307-000-8800/50614-307-4150

(Budget Account Numbers)

THIS CONTRACT is executed on April 11, between the CITY OF CHICO, (City), and APS Environmental, a 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: March 13, 2024
2. SPECIAL PROVISIONS dated: March 13, 2024
3. SPECIAL PROVISIONS entitled: “POTHOLE SERVICES – VARIOUS LOCATIONS”
4. PROPOSAL dated: March 21, 2024
5. CONTRACT PLANS dated: March 13, 2024

6. CONTRACT PLANS entitled “POTHOLE SERVICES – VARIOUS LOCATIONS”

Said public work is located in or near the City of Chico, County of Butte, State of California.

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 AND STANDARD PLANS DATED 2023
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, REVISED STANDARD SPECIFICATIONS, CURRENT VERSION
3. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, REVISED STANDARD PLANS, CURRENT VERSION
4. STANDARD PLANS 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.

APS Environmental

CONTRACTOR

6643 32nd Street, Ste 101

ADDRESS

N. Highlands, CA 95660

CITY/STATE/ZIP

By: Eleshia Hall
Eleshia Hall (Apr 8, 2024 14:43 PDT)

Signature

General Manager

TITLE

985553

CONTRACTOR'S LICENSE NO.

CITY OF CHICO, A Municipal Corporation

By: Mark Sorensen
Mark Sorensen (Apr 11, 2024 19:00 PDT)

Purchasing Officer*

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

APPROVED AS TO FORM:

Eric Salbert on behalf of John Lam
Eric Salbert on behalf of John Lam (Apr 8, 2024 12:52 PDT)

John Lam, City Attorney*

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

REVIEWED AS TO CONTENT:

Barbara Martin
Barbara Martin (Apr 11, 2024 17:16 PDT)

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:

Brendan Ottoboni
Brendan Ottoboni (Apr 8, 2024 13:39 PDT)

Brendan Ottoboni, Public Works Director, Engineering

EXHIBIT "A"
CONTRACTOR'S COMPENSATION SCHEDULE
FOR
POTHOLE SERVICES – VARIOUS LOCATIONS
(Project Title)

008-000-8800/50424-008-4150, 307-000-8800/50494-307-4150,
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(Budget Account Numbers)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<i>Location 1 – North Cedar Street</i>					
1-1	Temporary Traffic Control	1	LS	\$4,500.00	\$4,500.00
1-2	Pothole	22	EA	\$1,100.00	\$24,200.00
Location 1 Subtotal:					\$28,700.00
<i>Location 2 – Parkwood Drive and Pamela Way</i>					
2-1	Temporary Traffic Control	1	LS	\$4,500.00	\$4,500.00
2-2	Pothole	24	EA	\$1,100.00	\$26,400.00
Location 2 Subtotal:					\$30,900.00
<i>Location 3 – North Bruce Road and California Park Drive</i>					
3-1	Temporary Traffic Control	1	LS	\$11,500.00	\$11,500.00
3-2	Pothole	59	EA	\$950.00	\$56,050.00
Location 3 Subtotal:					\$67,550.00
<i>Location 4 - Midway</i>					
4-1	Temporary Traffic Control	1	LS	\$2,000.00	\$2,000.00
4-2	Pothole	4	EA	\$1,100.00	\$4,400.00
Location 4 Subtotal:					6,400.00
TOTAL:					\$133,550.00