

**PUBLIC WORKS PROJECT CONTRACT
CITY OF CHICO/CONFLUX CONSTRUCTION INC.**

UNDERGROUND STORAGE TANK REMOVALS AT CHICO REGIONAL AIRPORT
(Project Title)

001-691-8801/50408-001-4800
(Project No.)

THIS PUBLIC WORKS CONTRACT ("CONTRACT") is made as of Jan 9, 2024 _____, by and between the City of Chico, a municipal corporation of the State of California ("City"), and Conflux Construction Inc., a California corporation ("Contractor").

City and Contractor agree as follows:

ARTICLE 1 BASIC INFORMATION

- | | | |
|------|---|---|
| 1.1 | City: | CITY OF CHICO |
| 1.2 | City's Representative: | Mark Sorensen, City Manager |
| 1.3 | City's address: | P. O. Box 3420, Chico, CA 95927-3420 |
| 1.4 | Contractor: | Conflux Construction Inc. dba URSA Engineering |
| 1.5 | Contractor's Representative: | Brian Quinn, CEO |
| 1.6 | Contractor's address: | 3963 Eastside Road, Redding CA 96001 |
| 1.7 | Project name and location: | Underground Storage Tank Removals at Chico Regional Airport |
| 1.8 | City's Project Manager
Contract Documents prepared by: | Tom Bahr, Airport Manager
Melissa Beck, Public Works Admin Manager |
| 1.9 | The following listed
addenda are incorporated
in the Contract Documents: | Exhibit "A" Description of Project
Exhibit "B" Contract Sum |
| 1.10 | Terms defined in City's General Provisions shall have the same meanings when used in this Contract. | |

ARTICLE 2 WORK

- 2.1 Contractor shall provide all labor, materials, equipment, tools, and services required by City and shall perform all work described in the Contract Documents. Contractor agrees to do Extra Work arising from changes ordered by City pursuant to Section C of the General Provisions.

ARTICLE 3 CONTRACT TIME

- 3.1 Contractor shall commence the Work on the date specified in City's Notice to Proceed. The Work shall be fully completed within 18 months (the "Contract Time") after the date of commencement specified in City's Notice to Proceed.

ARTICLE 4 LIQUIDATED DAMAGES

- 4.1 City and Contractor agree that if the Work is not completed within the Contract Time, City's damages would be extremely difficult or impracticable to determine. Therefore, City and Contractor agree that if Contractor fails to complete the Work within the Contract Time, Contractor shall pay to City, on demand, as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each day after the expiration of the Contract Time that the Work remains incomplete, and that this amount is a reasonable estimate of and a reasonable sum for such damages. City may deduct any liquidated damages owed to City, as determined by City, from any payments otherwise payable to Contractor under this Contract.
- 4.2 Nothing contained herein shall limit City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon City if Contractor abandons the Work. In such event, Contractor shall be liable to City for all losses incurred.

ARTICLE 5 CONTRACT SUM

- 5.1 The Contract Sum is: Ninety Thousand, Seven Hundred Dollars (\$90,700.00).
- 5.2 City shall pay to Contractor, for the performance of the Work, the Contract Sum subject to adjustment for alternates, unit price items, changes ordered by City, and as otherwise provided in the Contract Documents.
- 5.3 Unit prices, if any, and their respective estimated quantities, if specified, are listed in Exhibit "B" Contract Sum.

ARTICLE 6 CONTRACT DOCUMENTS

- 6.1 The Contract Documents consist of this Contract, Notice Inviting Bid Documents and Attachments, General Provisions, Specifications, Environmental Assessments, Bid Proposal Form Pages, List of Subcontractors, Certificates of Insurance, Payment Bond, Performance Bond, Notice to Proceed, and all other documents identified in this Contract copies of which have been provided to Contractor by City.

ARTICLE 7 DUE AUTHORIZATION

- 7.1 The person or persons signing this Contract on behalf of Contractor hereby represent and warrant to City that this Contract is duly authorized, signed, and delivered by Contractor.

THIS CONTRACT is entered into as of the date first written above and is executed in at least three original counterparts. One counterpart original shall be delivered to Contractor and two counterpart originals shall be delivered to City.

CITY OF CHICO

Mark Sorensen
Mark Sorensen (Jan 9, 2024 14:11 PST)

By: Mark Sorensen, City Manager*

*Authorized pursuant to Section 3.20.060 of the Chico Municipal Code.

APPROVED AS TO FORM:

John W. Lam
John W. Lam (Dec 13, 2023 10:35 PST)

John W. Lam, City Attorney*

*Approved pursuant to The Charter of the City of Chico § 906(D)

REVIEWED AS TO CONTENT:

Barbara Martin

Barbara Martin,
Administrative Services Director*

*Reviewed by Finance and Information Systems

CONTRACTOR

Brian Quinn
Brian Quinn

CEO
(Title)

A – General Engineering
HAZ – Hazardous Substances Removal
(Name and Classification of License)

1102154
(California License Number)

3/31/2025
(Expiration Date)

APPROVED AS TO CONTENT:

Erik Gustafson
Erik Gustafson, Public Works Director
Operations & Maintenance

(Complete notary acknowledgment for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

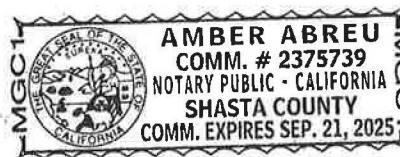
STATE OF CALIFORNIA)
COUNTY OF SHASTA)

On DECEMBER 17, 2023, before me, AMBER ABREU, a Notary Public, personally appeared BRIAN QUINN, 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.


Signature



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EXHIBIT "A"
Description of Project

This project consists of removing three (3) underground storage tanks (USTs) at the Chico Regional Airport. USTs to be removed are located at the following addresses:

1. 170 Airpark Blvd.
2. 160 Convair Ave.
3. 695 Fortress St.

The Contractor shall provide all necessary permits, labor, materials and required equipment to remove the three (3) USTs and associated hazardous material per local, State of California, and Federal requirements.

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**EXHIBIT "B"
Contract Sum**

ITEM NO.	DESCRIPTION	LUMP SUM AMOUNT
1	Removal of three (3) Underground Storage Tanks (USTs) at the Chico Regional Airport	\$90,700.00
		\$90,700.00

State prevailing wages are required to be paid to members of each craft or classification performing work on this project. If at any time during this contract federal funds are used to pay for work orders, federal prevailing wages may apply.