

**PUBLIC WORKS PROJECT CONTRACT  
CITY OF CHICO/DAWSON & SON, INC.  
dba: DAWSON LANDSCAPING**

**LANDSCAPE INSTALLATION ASSOCIATED WITH  
ESPLANADE CORRIDOR SAFETY AND  
ACCESSIBILITY PROJECT  
(Project Title)**

**307-000-8800/50355-307-4150  
(Project No.)**

THIS PUBLIC WORKS CONTRACT ("CONTRACT") is made as of April 22 \_\_\_\_\_, by and between the City of Chico, a municipal corporation of the State of California ("City"), and Dawson & Son, Inc. dba: Dawson Landscaping, a 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:   | Dawson & Son, Inc. dba: Dawson Landscaping  |
| 1.5  | Contractor's Representative:  | Shane Dawson  |
| 1.6  | Contractor's address:   | 1444 Nord Ave. Chico, CA 95926  |
| 1.7  | Project name and location:  | Landscape Installation Associated with Esplanade Corridor Safety and Accessibility Project<br>- Esplanade between 11 <sup>th</sup> Ave and Memorial Way and the intersection of Oleander and Memorial Way |
| 1.8  | City's Project Manager,<br>Contract Documents prepared by:  | Noel Carvahlo, Project Manager<br>Valerie Mills, Contracts Specialist   |
| 1.9  | The following listed<br>addenda are incorporated<br>in the Contract Documents:                      | Exhibit "A" Description of Project<br>Exhibit "B" Contract Sum - Unit Prices, if specified  |
| 1.10 | Terms defined in City's General Conditions 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 additional Work arising from changes ordered by City pursuant to Article 7 of the General Conditions.

## **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 260 days (the "Contract Time") after the date of commencement specified in City's Notice to Proceed.

## **ARTICLE 4 CONTRACT SUM**

- 5.1 The Contract Sum is: Six Hundred and Nineteen Thousand, Seven Hundred and Seventy-Seven Dollars and Fifty Cents (\$619,777.50).
- 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 - Unit Prices.

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work. Adjustment of unit prices, if actual quantities vary from estimated quantities, is subject to the provisions of Section 7.5 of the General Conditions.

## **ARTICLE 5 CONTRACT DOCUMENTS**

- 6.1 The Contract Documents consist of this Contract, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings and Drawings, Certificates of Insurance, Payment Bond, Performance Bond, List of Subcontractors, Notice to Proceed, Contract Modifications, and all other documents identified in this Contract copies of which have been provided to Contractor by City.

## **ARTICLE 6 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*

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 (Apr 1, 2024 17:33 PDT)

John Lam, City Attorney\*  
\*Approved pursuant to The Charter of the City of Chico § 906(D)

REVIEWED AS TO CONTENT:

*Barbara Martin*  
Barbara Martin (Apr 19, 2024 10:26 PDT)  
Barbara Martin, Administrative Services  
Administrative Services Director\*

\*Reviewed by Finance and Information Systems

(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.)

CONTRACTOR

*[Signature]*

(Name) *Shane Dawson 4/12/24*

*President*  
(Title)

See Attached California All-Purpose Acknowledgement

*fy e 04/12/2024*

*C-27 Landscaping*  
(Name and Classification of License)

*947019*  
(California License Number)

*5/31/2026*  
(Expiration Date)

APPROVED AS TO CONTENT:

*Brendan Ottoboni*  
Brendan Ottoboni (Apr 2, 2024 14:17 PDT)  
Brendan Ottoboni, Public Works Director,  
Engineering

# 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 Butte )

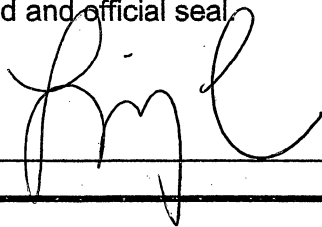
On April 12<sup>th</sup> 2024 before me, E. Meza Chavez, Notary Public,  
(insert name and title of the officer)

personally appeared Shane Dawson  
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.

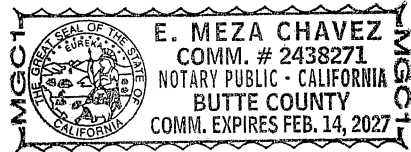
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_



(Seal)



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**EXHIBIT "A"  
Description of Project**

Work generally includes the installation irrigation, plant material, wood mulch, decomposed granite, split rail fencing, and all other work described in the plans and specifications.

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**EXHIBIT "B"  
Contract Sum - Unit Prices**

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Trees	108	EA	\$250.00	\$27,000.00
2	Shrubs	16	EA	\$75.00	\$1,200.00
3	Irrigation	1	LS	\$407,000.00	\$407,000.00
4	Fencing	4,350	LF	\$35.35	\$153,772.50
5	Wood Mulch	244	CY	\$95.00	\$23,180.00
6	Decomposed Granite	10	CY	\$455.00	\$4,550.00
7	Decorative Boulders	3	EA	\$500.00	\$1,500.00
8	Sod	70	SY	\$22.50	\$1,575.00
<b>Total:</b>					<b>\$619,777.50</b>