

**PUBLIC WORKS PROJECT CONTRACT  
CITY OF CHICO/R&R HORN CONTRACTORS, INC.**

**BIOFILTER MEDIA REPLACEMENT PROJECT  
(Project Title)**

**850-000-8800/50426-850-4150  
(Project No.)**

THIS PUBLIC WORKS CONTRACT (“CONTRACT”) is made as of 12-01-2022, by and between the City of Chico, a municipal corporation of the State of California (“City”), and R&R Horn Contractors, Inc., a/an individual, partnership, 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:  | R&R Horn Contractors, Inc.   |
| 1.5  | Contractor’s Representative:   | Jared Springer, Senior Estimator   |
| 1.6  | Contractor’s address:  | P.O. Box 6697, Chico, CA 95927   |
| 1.7  | Project name and location:   | Biofilter Media Replacement Project<br>4827 Chico River Road, Chico CA 95928 |
| 1.8  | City’s Project Manager:<br>Contract Documents prepared by:   | James Carr, WWTP Manager<br>Melissa Beck, Public Works Admin Manager         |
| 1.9  | The following listed<br>addenda are incorporated<br>in the Contract Documents:                               | Exhibit “A” Description of Project<br>Exhibit “B” Contract Sum               |
| 1.10 | Terms defined in City’s Standard 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 additional Work arising from changes ordered by City pursuant to Section C. Scope of Work of the Standard 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 150 days (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: Three Hundred Thirty Four Thousand, Six Hundred and Seventy Dollars (\$334,670.00).
- 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.

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 H. Measurement and Payment of the Standard General Provisions.

**ARTICLE 6 CONTRACT DOCUMENTS**

6.1 The Contract Documents consist of this Contract, Standard General Provisions, Exhibits, Specifications, List of Drawings and Drawings, Addenda, Bid Form, 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 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

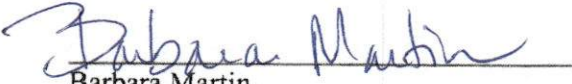
  
\_\_\_\_\_  
Mark Sorensen, City Manager\*

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

APPROVED AS TO FORM:

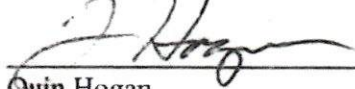
  
\_\_\_\_\_  
Vincent C. Ewing, City Attorney\*  
\*Approved pursuant to The Charter of the City of Chico § 906(D)

REVIEWED AS TO CONTENT:

  
\_\_\_\_\_  
Barbara Martin,  
Administrative Services Director\*

\*Reviewed by Finance and Information Systems

CONTRACTOR

  
\_\_\_\_\_  
Quin Hogan

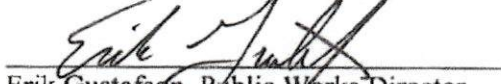
Vice President/Secretary  
\_\_\_\_\_  
Title

A, B, C-13, C-46, HAZ  
\_\_\_\_\_  
Name and Classification of Licenses

958638  
\_\_\_\_\_  
California License Number

03/31/2023  
\_\_\_\_\_  
Expiration Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 Butte )

On November 21, 2022, before me, Elizabeth Colodi, a Notary Public, personally appeared Quin Hogan, 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.

Elizabeth Colodi  
Signature



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**(Project Title)**

**850-000-8800/50426-850-4150**

**(Project No.)**

**EXHIBIT "A"**

**Description of Project**

Rehabilitation of biofilters, including removal and replacement of biofilter media, lava rock, plastic screens, 6" perforated lateral pipe, 4" perforated underdrain pipe, and redwood access boards, biofilter system inspection, biofilter system commissioning, repair and reconstruction of existing improvements affected by the Work, and incidentals for complete and usable facility.

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**EXHIBIT "B"**  
**Contract Sum**

ITEM NO.	DESCRIPTION	Price
1	Cost of Completing all Work included as part of the Contract Documents for Biofilter Media Replacement Project, except as specified under Items 2 and 3	\$314,670.00
2	Membrane Liner Repair	\$10,000.00
3	Unforeseen conditions and Owner-requested change allowances	\$10,000.00
<b>Total Lump Sum Bid Price</b>		<b>\$334,670.00</b>

**BID SUMMARY**  
**Biofilter Media Replacement Project**  
**Bid Opening 10/25/2022 at 10:00am**

		Gateway Pacific Contractors	Santos Excavating	R&R Horn	Valentine Corp.
ITEM NO.	DESCRIPTION	Price	Price	Price	Price
1	Cost of Completing all Work included as part of the Contract Documents for Biofilter Media Replacement Project, except as specified under Bid Items 2 and 3	\$465,000.00	\$380,000.00	\$314,670.00	\$617,369.00
2	Membrane Liner Repair	\$10,000	\$10,000	\$10,000	\$10,000
3	Unforeseen conditions and Owner-requested change allowances	\$10,000	\$10,000	\$10,000	\$10,000
<b>Total Lump Sum Bid Price</b>		<b>\$485,000.00</b>	<b>\$400,000.00</b>	<b>\$334,670.00</b>	<b>\$637,369.00</b>
4	Required Documents/Submittals Accompanying Bid:	Y/N	Y/N	Y/N	Y/N
5	Bid Form – Document 00410 (6 Pages)	Y	Y	Y	Y
6	Bid Form – Addenda Acknowledged?	Y	Y	Y	Y
7	Bid Form – Contractor License Number & DIR Number Provided?	Y	Y	Y	Y
8	Bid Bond – Document 00430	Y	Y	Y	Y
9	Proposed Subcontractors Form – Document 00434	Y	Y	Y	Y
10	Construction Contractor Qualifications Form – Document 00451A	Y	Y	Y	Y
11	Attended Pre-Bid Conference?	Y	Y	Y	Y
12	Qualifies for Local Vendor Preference?	N	Y	Y	N