

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

SANTOS EXCAVATING, INC.
(Contractor)

SANITARY SEWER, MANHOLE, STORM DRAIN INLET,
FACILITIES AND WATER PIPE REPAIR
(Project Title)

850-000-8801/50028-850-4150; VARIOUS
(Budget Account Number)

THIS CONTRACT is executed on 12-01-2022, between the CITY OF CHICO, (City), and Santos Excavating, Inc., a California 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 published 9-30-2022
2. CITY OF CHICO STANDARD GENERAL PROVISIONS dated 5-9-2022
3. SPECIAL PROVISIONS
4. CITY OF CHICO STANDARD PLANS – ATTACHMENT A
5. EXAMPLE OF LOCATIONS – ATTACHMENT B
6. PROPOSAL dated 10-13-2022

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, MAY 2006
2. STANDARD SPECIFICATIONS 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.

Santos Excavating, Inc.
CONTRACTOR

460 Ryan Avenue
ADDRESS

Chico CA 95973
CITY/STATE/ZIP

By: 
Signature

President
TITLE

353466
CONTRACTOR'S LICENSE NO.

CITY OF CHICO, A Municipal Corporation

By:  12-01-2022
Mark Sorensen, Purchasing Officer*

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

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*
*Pursuant to The Charter of the
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:


Barbara Martin,
Administrative Services Director*

*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:

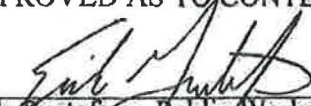

Erik Gustafson, Public Works Director
Operations & Maintenance

EXHIBIT "A"

CONTRACTOR'S COMPENSATION SCHEDULE

FOR

SANITARY SEWER, MANHOLE, STORM DRAIN INLET,
FACILITIES AND WATER PIPE REPAIR
 (Project Title)

850-000-8801/50028-850-4150; VARIOUS
 (Budget Account Number)

Sanitary Sewer Pipe Repair or Install

Item	Description	Depth	Unit	Unit Price
1	4-8" VCP	0-5'	1 LF	\$785.00
2	4-8" SDR 35	0-5'	1 LF	\$785.00
3	10-12" VCP	0-5'	1 LF	\$800.00
4	10-12" SDR 35	0-5'	1 LF	\$800.00
5	15" VCP	0-5'	1 LF	\$885.00
6	15" SDR 35	0-5'	1 LF	\$885.00
7	18" VCP	0-5'	1 LF	\$900.00
8	18" SDR 35	0-5'	1 LF	\$900.00
9	6-10' depth additional cost, any size pipe	6'-10'	per foot	\$260.00
10	11-15' depth additional cost, any size pipe	11'-15'	per foot	\$670.00
11	16-20' depth additional cost, any size pipe	16'-20'	per foot	\$1,100.00
12	Extra wye installed (regardless of size)	any	ea	\$970.00
13	manhole shelf and single channel pipe repair	any	ea	\$2,700.00
14	manhole shelf and 3 way channel pipe repair	any	ea	\$3,100.00
15	manhole shelf and 4 way channel pipe repair	any	ea	\$3,500.00
16	manhole shelf, 3 way channel pipe and cone repair	any	ea	\$4,400.00
17	manhole frame and lid replacement / raise to grade	any	ea	\$3,100.00
18	manhole frame and lid / raise to grade	any	ea	\$2,600.00
19	install clean out to grade 4"	any	ea	\$1,500.00

20	install clean out to grade 6"	any	ea	\$1,500.00
21	install clean out to grade 8"	any	ea	\$1,600.00
22	manhole replacement	any	ea	\$18,450.00
23	Install new manhole	any	ea	\$18,150.00
24	manhole repair sealing	any	ea	\$5,800.00

Storm Drain Repair or Install

Item	Description	Depth	Unit	Unit Price
25	0-12" VCP	0-5'	1 LF	\$890.00
26	0-12" PVC or ADS	0-5'	1 LF	\$890.00
27	0-12" RCP	0-5'	1 LF	\$1,350.00
28	12-24" VCP	0-5'	1 LF	\$890.00
29	12-24" PVC or ADS	0-5'	1 LF	\$890.00
30	12-24" RCP	0-5'	1 LF	\$1,600.00
31	24-48" VCP	0-5'	1 LF	\$1,000.00
32	24-48" PVC or ADS	0-5'	1 LF	\$1,100.00
33	24-48" RCP	0-5'	1 LF	\$1,925.00
34	6'-12' depth additional cost	6'-12'	per foot	\$260.00
35	12'-16' depth additional cost	12'-16'	per foot	\$670.00
36	Install storm drain inlet - S7 or S7a	any	ea	\$9,875.00

Water Pipe Repair or Install

Item	Description	Depth	Unit	Unit Price
37	0-2" PVC, 0-5' deep	0-5'	1 LF	\$895.00
38	0-2" Galvanized Steel	0-5'	1 LF	\$830.00
39	3-4" PVC	0-5'	1 LF	\$830.00
40	3-4" Galvanized Steel	0-5'	1 LF	\$830.00
41	5-6" PVC	0-5'	1 LF	\$915.00
42	5-6" Galvanized Steel	0-5'	1 LF	\$915.00
43	7-8" PVC	0-5'	1 LF	\$1,250.00
44	7-8" Galvanized Steel	0-5'	1 LF	\$1,250.00
45	0-5' Depth potholing	0-5'	per foot	\$340.00
46	Over 5' Depth potholing	5'+	per foot	\$340.00

Emergency Work - Response Within 1 Hour

Item	Description	Unit	Unit Price
47	Laborer	1 hr	\$100.00
48	Operator	1 hr	\$140.00
49	Backhoe	1 hr	\$80.00
50	Dump Truck	1 hr	\$206.00

51	Utility/Pickup Truck	1 hr	\$64.00
52	Emergency call-out / mobilization	each	\$7,650.00



CITY OF CHICO

P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. **142213**

Date December 2, 2022		2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated 10/1/22 <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off PWD/O&M/BECK
5. <input checked="" type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming		6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached		7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor
6. DELIVER TO (Point of Delivery Destination) City of Chico P.O. Box 3420 Chico, CA 95927-3420 REQUIRED DELIVERY DATE: _____			10. FUND(S) AND ACCOUNT(S) CHARGED: 850-000-8801/50028-850-4150	
9. VENDOR/CLAIMANT (Name and Address) Santos Excavating, Inc. PO Box 146 Chico CA 95927 PEID NO. _____				

11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p>SANITARY SEWER, MANHOLE, STORM DRAIN INLET, FACILITIES, AND WATER PIPE REPAIR. All work shall be in accordance with the provisions and requirements of the cited Contract. For work performed, the Contractor shall be compensated in accordance with Exhibit "A" (Pages 4-6) of the cited Contract in an amount not to exceed the annual budget.</p> <p>BID AWARDED BY PURCHASING OFFICER PER SECTION 3.20.060 OF THE CHICO MUNICIPAL CODE.</p> <p>Invoice #: _____ Date: _____</p> <p>SANITARY SEWER</p> <p>(_____)</p> <p>Description (14 Characters)</p>		
ATTENTION VENDOR: Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.				Subtotal	
				<input type="checkbox"/> Sales Tax	
				<input type="checkbox"/> Use Tax	
				TOTAL ➡	

12. Approvals

A. Claimant (Authorized Signature)

B. Dept. Head (Authorized Signature)

C. City Manager (Authorized Signature)

13. NOTICE TO VENDOR

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.

1. Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
2. Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
4. Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
5. The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.