

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

BALDWIN CONTRACTING COMPANY, INC.
dba: KNIFE RIVER CONSTRUCTION
(Contractor)

2023 ROAD REHABILITATION
(Project Title)

307-000-8800/50492-307-4150
(Budget Account Number)

THIS CONTRACT is executed on MAY 12, 2023, between the CITY OF CHICO, (City), and BALDWIN CONTRACTING COMPANY, INC. dba: KNIFE RIVER CONSTRUCTION, 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: February 16, 2023
2. SPECIAL PROVISIONS dated: February 16, 2023
3. SPECIAL PROVISIONS entitled "2023 ROAD REHABILITATION EAST AVENUE – ESPLANADE TO COHASSET ROAD"
4. PROPOSAL dated: March 9, 2023
5. CONTRACT PLANS dated: February 16, 2023
6. CONTRACT PLANS entitled "2023 ROAD REHABILITATION EAST AVENUE – ESPLANADE TO COHASSET ROAD"

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, Dated 2018
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.

Knife River Construction
CONTRACTOR

1764 Skyway
ADDRESS

Chico, CA 95928
CITY/STATE/ZIP

By: 
Signature

Richard A. Lanier, Estimating Manager
TITLE


091712
CONTRACTOR'S LICENSE NO.

CITY OF CHICO, A Municipal Corporation

By: 
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*

APPROVED AS TO CONTENT:



Felicia McDowell, Deputy Director Public
Works, Engineering

*Reviewed by Finance and Information Systems

EXHIBIT "A"
CONTRACTOR'S COMPENSATION SCHEDULE

FOR

2023 ROAD REHABILITATION
(Project Title)

307-000-8800/50492-307-4150
(Budget Account Number)

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$185,000.00	\$185,000.00
2	Portable Changeable Message Sign	2	EA	\$3,200.00	\$6,400.00
3	Funding Acknowledgement Sign	2	EA	\$850.00	\$1,750.00
4	Temporary Traffic Control	1	LS	\$205,000.00	\$205,000.00
5	Construction Surveys	1	LS	\$25,000.00	\$25,000.00
6	Job Site Management	1	LS	\$6,500.00	\$6,500.00
7	Clearing and Grubbing	1	LS	\$12,500.00	\$12,500.00
8	Water Pollution Control	1	LS	\$5,000.00	\$5,000.00
9	Remove Concrete	4820	SF	\$4.00	\$19,280.00
10	Remove Concrete (Curb and Gutter)	1010	LF	\$20.00	\$20,200.00
11	Remove Concrete (Driveway)	672	SF	\$15.00	\$10,080.00
12	Remove Asphalt Concrete Pavement	208	SY	\$20.00	\$4,160.00
13	Remove Drainage Inlet	4	EA	\$1,500.00	\$6,000.00
14	Cold Planing Asphalt Concrete Pavement - 1.5" Deep	636	SY	\$4.50	\$2,862.00
15	Cold Planing Asphalt Concrete Pavement - 3" Deep	11600	SY	\$3.90	\$45,240.00

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
16	Cold Planing Asphalt Concrete Pavement - 5" Deep	19900	SY	\$4.25	\$84,575.00
17	Minor Concrete (Sidewalk)	2910	SF	\$23.00	\$66,930.00
18	Minor Concrete (Curb and Gutter)	1010	LF	\$63.00	\$63,630.00
19	Minor Concrete (Driveway)	495	SF	\$33.00	\$16,335.00
20	Minor Concrete (Curb Ramp)	2900	SF	\$30.00	\$87,000.00
21	Reset Fence	70	LF	\$50.00	\$3,500.00
22	Cement Stabilized Soil (Road-Mixed)	19900	SY	\$7.00	\$139,300.00
23	Cement	429	TN	\$243.00	\$104,247.00
24	Hot Mix Asphalt (Type A 0.5")	4250	TN	\$105.00	\$446,250.00
25	Hot Mix Asphalt (Type A 0.75")	3360	TN	\$96.00	\$322,560.00
26	Slurry Seal (Type II)	1170	SY	\$24.25	\$28,372.50
27	Pedestrian Barricade	1	EA	\$1,200.00	\$1,200.00
28	Roadside Sign - One Post	1	EA	\$500.00	\$500.00
29	15" Storm Drain Pipe	19	LF	\$500.00	\$9,500.00
30	36" Drop Inlet	4	EA	\$3,200.00	\$12,800.00
31	Reset Monument	2	EA	\$1,500.00	\$3,000.00
32	PVC Pipe Conduit (2") With 3#8C	2720	LF	\$38.00	\$103,360.00
33	PVC Pipe Conduit (4")	238	LF	\$55.00	\$13,090.00
34	Pedestrian Hybrid Beacon	1	LS	\$18,000.00	\$18,000.00
35	Install Street Light	10	EA	\$7,500.00	\$75,000.00
36	No. 5 Pullbox	19	EA	\$1,450.00	\$27,550.00
37	No. 6 Pullbox	1	EA	\$1,800.00	\$1,800.00
38	Thermoplastic Stripe, Detail 9	9670	LF	\$1.00	\$9,670.00

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
39	Thermoplastic Stripe, Detail 22	2660	LF	\$2.70	\$7,182.00
40	Thermoplastic Stripe, Detail 27B	1650	LF	\$1.50	\$2,475.00
41	Thermoplastic Stripe, Detail 32	4980	LF	\$5.50	\$27,390.00
42	Thermoplastic Stripes, Detail 38B	1870	LF	\$2.50	\$4,675.00
43	Thermoplastic Stripe, Detail 39	2390	LF	\$1.50	\$3,585.00
44	Thermoplastic Stripe, Detail 40	352	LF	\$6.00	\$2,112.00
45	Thermoplastic Pavement Markings, White	3400	SF	\$8.00	\$27,200.00
46	Thermoplastic Pavement Markings, Yellow	1680	SF	\$8.00	\$13,440.00
47	Adjust Manhole Frames & Covers to Finish Grade	26	EA	\$2,800.00	\$72,800.00
48	Adjust Water Valve Can to Finish Grade	30	EA	\$1,500.00	\$45,000.00
49	Adjust Sanitary Sewer Cleanout to Finish Grade	1	EA	\$2,500.00	\$2,500.00
50	Public Utility Conflict Trench	109	CY	\$600.00	\$65,400.00
51	Inductive Loop Detector	1	LS	\$5,100.00	\$5,100.00
Subtotal Base Bid:					\$2,471,950.50
1 (ALT-1)	Remove Concrete	343	SF	\$4.00	\$1,372.00
2 (ALT-1)	Remove Concrete (Curb and Gutter)	90	LF	\$20.00	\$1,800.00
3 (ALT-1)	Minor Concrete (Sidewalk)	343	SF	\$23.00	\$7,889.00
4 (ALT-1)	Minor Concrete (Curb and Gutter)	90	LF	\$63.00	\$5,670.00
5 (ALT-1)	PVC Pipe Conduit 2-(2")	6420	LF	\$38.00	\$243,960.00
6 (ALT-1)	No. 6 Pullbox	23	EA	\$1,850.00	\$42,550.00
Subtotal Add Alt:					\$303,241.00
Total Base Bid + Add Alt:					\$2,775,191.50

(Handwritten mark)