

**PUBLIC WORKS PROJECT CONTRACT
CITY OF CHICO/GATEWAY PACIFIC CONTRACTORS, INC.**

**WPCP WASTEWATER AERATION TANK REPAIR
(Project Title)**

**850-000-8801/50181-850-4150
(Project No.)**

THIS PUBLIC WORKS CONTRACT ("CONTRACT") is made as of July 24, 2023, by and between the City of Chico, a municipal corporation of the State of California ("City"), and Gateway Pacific Contractors, Inc., 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: | Gateway Pacific Contractors, Inc. |
| 1.5 | Contractor's Representative: | Jay Hall |
| 1.6 | Contractor's address: | 8055 Freeport Blvd., Sacramento, CA 95832 |
| 1.7 | Project name and location: | WPCP Wastewater Aeration Tank Repair

4827 Chico River Rd., Chico, CA 95928 |
| 1.8 | City's Project Manager,
Contract Documents prepared by: | Tyler deBoer, AE
Valerie Mills, Contracts Specialist |
| 1.9 | The following listed
addenda are incorporated
in the Contract Documents: | Exhibit "A" Description of Project
Exhibit "B" Contract Sum - Unit Prices
Exhibit "C" Insurance Provisions |
| 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 25 days (the "Contract Time") after the date of commencement specified in City's Notice to Proceed.

ARTICLE 4 CONTRACT SUM

- 4.1 The Contract Sum is: Thirty-Four Thousand and Ten Dollars (\$34,010.00).
- 4.2 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.
- 4.3 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

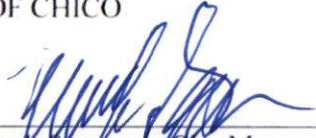
- 5.1 The Contract Documents consist of this Contract, General Conditions, Special Conditions, Exhibits, Specifications, List of Drawings and Drawings, Certificates of Insurance, Performance Bond, Notice to Proceed, Contract Modifications, and all other documents identified in this Contract copies of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

ARTICLE 6 DUE AUTHORIZATION

- 6.1 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


By: 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

(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


(Name) Jay Hall


Vice President of Norther CA Operations
(Title)

Gateway Pacific Contractors, Inc, Class A & B
(Name and Classification of License)

517988
(California License Number)

9/30/2023
(Expiration Date)

APPROVED AS TO CONTENT:


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 Sacramento)

On 6/27/23, before me, Christine Cesa, a Notary Public, personally appeared Jay Hall, 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



**PUBLIC WORKS PROJECT CONTRACT
CITY OF CHICO/GATEWAY PACIFIC CONTRACTORS, INC.**

**WPCP WASTEWATER AERATION TANK REPAIR
(Project Title)**

**850-000-8801/50181-850-4150
(Project No.)**

**EXHIBIT "A"
Description of Project**

The joint between aeration tanks 4 and 5 at the WPCP has developed spalled concrete and has begun to fail with moisture leaking through. The limits of the failed joint extends transversely across the effluent and influence channel walls and invert. The work to be performed is the installation of a new waterstop, approximately 6" of concrete shall be removed and replaced from each side of the joint in order to secure the waterstop. This repair shall provide an estimated 25 years of leak prevention.

**PUBLIC WORKS PROJECT CONTRACT
CITY OF CHICO/GATEWAY PACIFIC CONTRACTORS, INC.**

**WPCP WASTEWATER AERATION TANK REPAIR
(Project Title)**

**850-000-8801/50181-850-4150
(Project No.)**

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

Item No.	Description	Unit	Quantity	Unit Price	Cost
1.	<u>Minor Concrete</u>	<u>CY</u>	<u>3</u>	<u>\$ 10,800.00</u>	<u>\$32,400.00</u>
2.	<u>Hydrophobic PVC Waterstop</u>	<u>LF</u>	<u>50</u>	<u>\$ 5.00</u>	<u>\$ 250.00</u>
3.	<u>Non-Swelling Waterstop</u>	<u>LF</u>	<u>100</u>	<u>\$ 5.00</u>	<u>\$ 500.00</u>
4.	<u>Caulking</u>	<u>LF</u>	<u>36</u>	<u>\$ 10.00</u>	<u>\$ 360.00</u>
5.	<u>Bond Fee</u>	<u>EA</u>	<u>1</u>	<u>\$ 500.00</u>	<u>\$ 500.00</u>
TOTAL:					<u>\$34,010.00</u>

**PUBLIC WORKS PROJECT CONTRACT
CITY OF CHICO/GATEWAY PACIFIC CONTRACTORS, INC.**

WPCP WASTEWATER AERATION TANK REPAIR

(Project Title)

850-000-8801/50181-850-4150

(Project No.)

EXHIBIT "C"

Insurance Provisions

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-

shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses

arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

For All Required Insurance

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due the City, at the City's option.