

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

SANTOS EXCAVATING, INC.
(Contractor)

2024 ROAD REHABILITATION UTILITY
POTHOLING PLAN
(Project Title)

307-000-8800/50493-307-4150
(Budget Account Number)

THIS CONTRACT is executed on Aug 16, 2023, between the CITY OF CHICO, (City), and SANTOS EXCAVATING, INC., 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 July 11, 2023
2. CITY OF CHICO STANDARD GENERAL PROVISIONS dated July 11, 2023
3. SPECIAL PROVISIONS entitled "2024 Road Rehabilitation Rio Lindo Avenue - From Esplanade To Cohasset Road – Utility Potholing Plan "
4. PROPOSAL dated July 27, 2023
5. CONTRACT PLANS entitled "2024 Road Rehabilitation Rio Lindo Avenue - From Esplanade To Cohasset Road – Utility Potholing Plan"

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, Standard Plans, Dated 2018
3. State Of California, Department Of Transportation, Revised Standard Specifications, Current Version
4. State Of California, Department Of Transportation, Revised Standard Plans, Current Version
5. State of California, Department of Transportation, Labor Surcharge and Equipment Rental Rates, Current Version
6. 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.

Santos Excavating, Inc
CONTRACTOR

PO Box 146
ADDRESS

Chico CA 95927
CITY/STATE/ZIP

By: 
Signature

President
TITLE


353446
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:



For Brendan Ottoboni, Public Works Director,
Engineering

*Reviewed by Finance and Information Systems

EXHIBIT "A"
CONTRACTOR'S COMPENSATION SCHEDULE
FOR

2024 ROAD REHABILITATION UTILITY
POTHOLING PLAN

(Project Title)

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(Budget Account Number)

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
1.	Temporary Traffic Control	1	LS	\$7,280.00	\$7,280.00
2.	Pothole	30	EA	\$875.00	\$26,250.00
TOTAL:					\$33,530.00