

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

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

STATE ROUTE 99 – EATON ROAD INTERCHANGE
(Project Title)

400-000-8800/13023-000-4150
(Budget Account Number)

THIS CONTRACT is executed on June 10, 2021, 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 April 1, 2021.
2. SPECIAL PROVISIONS dated: April 1, 2021
3. SPECIAL PROVISIONS entitled “STATE ROUTE 99 – EATON ROAD INTERCHANGE”
4. PROPOSAL dated April 28, 2021.
5. CONTRACT PLANS entitled “STATE ROUTE 99 – EATON ROAD INTERCHANGE”

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 AND STANDARD PLANS, dated 2018
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, REVISED STANDARD SPECIFICATIONS AND STANDARD PLANS, CURRENT VERSION
3. 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.

Baldwin Contracting Company

DBA Knife River Construction

CONTRACTOR

1764 Skyway
ADDRESS

Chico, CA 95928
CITY/STATE/ZIP

By: 
Signature

Richard A. Lanier
Estimating Manager

TITLE

91712
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:



Scott Dowell, Administrative Services Director*

APPROVED AS TO CONTENT:



Brendan Ottoboni, Public Works Director,
Engineering

*Reviewed by Finance and Information Systems

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 June 1, 2021 before me, Andrea Job, Notary Public
(insert name and title of the officer)

personally appeared Richard A Lanier, Estimating Manager,
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 Andrea Job (Seal)

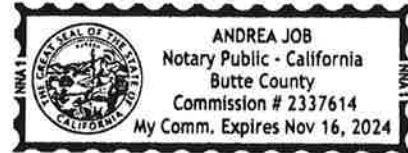


EXHIBIT "A"

CONTRACTOR'S COMPENSATION SCHEDULE

FOR

STATE ROUTE 99 – EATON ROAD INTERCHANGE

(Project Title)

MAJGC/13023-300-4150

(Budget Account Number)

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	ITEM PRICE	TOTAL
1	080050	Progress Schedule (Critical Path Method)	LS	1	\$2,500	\$2,500.00
2	120090	Construction Area Signs	LS	1	9,900	9,900.00
3	120100	Traffic Control System	LS	1	100,000	100,000.00
4	120165	Channelizer (Surface Mounted)	EA	212	35	7,420.00
5	124000	Temporary Pedestrian Access Route	LS	1	7,500	7,500.00
6	128651	Portable Changeable Message Sign (EA)	EA	9	650	5,850.00
7	129000	Temporary Railing (Type K)	LF	2640	22	58,080.00
8	129100	Temporary Crash Cushion Module	EA	21	300	6,300.00
9	129110A	Alternative Temporary Crash Cushion	EA	10	3,000	30,000.00
10	130100	Job Site Management	LS	1	25,000	25,000.00
11	130300	Prepare Storm Water Pollution Prevention Plan	LS	1	2,250	2,250.00
12	130310	Rain Event Action Plan	EA	20	350	7,000.00
13	130320	Storm Water Sampling and Analysis Day	EA	20	350	7,000.00
14	130330	Storm Water Annual Report	EA	1	1,500	1,500.00
15	130505	Move-In/Move-Out (Temporary Erosion Control)	EA	2	600	1,200.00

16	130530	Temporary Hydraulic Mulch (Bonded Fiber Matrix)	SQYD	6450	0.75	4,837.50
17	130610	Temporary Check Dam	LF	1840	12	22,080.00
18	130620	Temporary Drainage Inlet Protection	EA	33	200	6,600.00
19	130640	Temporary Fiber Roll	LF	3880	1.85	7,178.00
20	130680	Temporary Silt Fence	LF	275	5	1,375.00
21	130710	Temporary Construction Entrance	EA	1	6,500	6,500.00
22	130730	Street Sweeping	LS	1	16,000	16,000.00
23	130900	Temporary Concrete Washout	LS	1	5,000	5,000.00
24	141120	Treated Wood Waste	LB	6700	1	6,700.00
25	160110	Temporary High-Visibility Fence	LF	1550	3	4,650.00
26	170103	Clearing and Grubbing (LS)	LS	1	35,000	35,000.00
27	190101	Roadway Excavation	CY	7040	70	492,800.00
28	200113	Rock Mulch	SQFT	1153	7	8,071.00
29	200114A	Permeable Rock Treatment	SQYD	300	98	29,400.00
30	200123	Cultivation	SQYD	945	2	1,890.00
31	202006	Soil Amendment	CY	11	200	2,200.00
32	202038	Packet Fertilizer	EA	1716	0.50	858.00
33	204011	Plant (Group K)	EA	3	440	1,320.00
34	204035	Plant (Group A)	EA	749	20	14,980.00
35	204036	Plant (Group B)	EA	294	40	11,760.00
36	204038	Plant (Group U)	EA	11	200	2,200.00
37	204099	Plant Establishment Work	LS	1	12,100	12,100.00
38	205033	Gravel Mulch	SQFT	725	3.00	2,175.00

39	205035	Wood Mulch	CY	72	80	5,760.00
40	206005	Edging	LF	345	9	3,105.00
41	206560	Control and Neutral Conductors	LS	1	2,344	2,344.00
42	206571	1" Remote Control Valve with Pressure Regulator	EA	1	400	400.00
43	206908	12 Station Irrigation Controller (Pedestal Mounted)	EA	1	3290	3,290.00
44	207052	1" Copper Pipe (Supply Line)	LF	30	110	3,300.00
45	208220	1/2" Drip Irrigation Tubing	LF	5331	3	15,993.00
46	208301	Irrigation Controller Enclosure Cabinet	EA	1	2,100	2,100.00
47	208422	3/4" Backflow Preventer Assembly	EA	1	1,400	1,400.00
48	208440	Backflow Preventer Enclosure	EA	1	1,420	1,420.00
49	208442	Flow Sensor	EA	1	900	900.00
50	208450	Drip Valve Assembly	EA	6	500	3,000.00
51	208574	1 1/2" Gate Valve	EA	4	400	1,600.00
52	208594	3/4" Plastic Pipe (Schedule 40) (Supply Line)	LF	940	8	7,520.00
53	208595	1" Plastic Pipe (Schedule 40) (Supply Line)	LF	311	9	2,799.00
54	208596	1 1/4" Plastic Pipe (Schedule 40) (Supply Line)	LF	110	10	1,100.00
55	208597	1 1/2" Plastic Pipe (Schedule 40) (Supply Line)	LF	485	14	6,790.00
56	208649	Quick Coupling Valve	EA	4	380	1,520.00
57	208690	PVC Pipe Conduit (Sleeve)	LF	68	25	1,700.00
58	208738	8" Corrugated High-Density Polyethylene Pipe Conduit	LF	291	30	8,730.00
59	210010	Move-In/Move-Out (Erosion Control)	EA	2	1,900	3,800.00

60	210110	Imported Topsoil	CY	607	81	49,167.00
61	210270	Rolled Erosion Control Product (Netting)	SQFT	77490	0.96	74,390.40
62	210300	Hydromulch	SQFT	83125	0.07	5,818.75
63	210350	Fiber Rolls	LF	2020	5.90	11,918.00
64	210430	Hydroseed	SQFT	83125	0.08	6,650.00
65	210610	Compost (CY)	CY	268	99	26,532.00
66	210630	Incorporate Materials	SQFT	91628	0.11	10,079.08
67	260203	Class 2 Aggregate Base (CY)	CY	5190	90	467,100.00
68	390100	Prime Coat	TON	3	5,000	15,000.00
69	390132	Hot Mix Asphalt (Type A)	TON	4254	150	638,100.00
70	390133A	Textured Hot Mix Asphalt (0.5' Depth)	SQYD	490	62.45	30,600.50
71	390134A	Textured Hot Mix Asphalt (0.2' Depth)	SQYD	711	63	44,793.00
72	394074	Place Hot Mix Asphalt Dike (Type C)	LF	63	25	1,575.00
73	394076	Place Hot Mix Asphalt Dike (Type E)	LF	74	25	1,850.00
74	394090	Place Hot Mix Asphalt (Miscellaneous Area)	SQYD	62	75	4,650.00
75	397005	Tack Coat	TON	6	500	3,000.00
76	398200	Cold Plane Asphalt Concrete Pavement	SQYD	3000	15	45,000.00
77	398300	Remove Base and Surfacing	CY	2180	30	65,400.00
78	498052	60" Cast-In-Drilled-Hole Concrete Pile (Sign Foundation)	LF	23	1,800	41,400.00
79	510090	Structural Concrete, Box Culvert	CY	48.5	5,400	261,900.00
80	510094	Structural Concrete, Drainage Inlet	CY	35.9	3,053	109,602.70
81	510526	Minor Concrete (Backfill)	CY	27	225	6,075.00
82	520107	Bar Reinforcing Steel (Box Culvert)	LB	5844	4	23,376.00

83	560218	Furnish Sign Structure (Truss)	LB	12580	7.20	90,576.00
84	560219	Install Sign Structure (Truss)	LB	12580	0.40	5,032.00
85	650311	18" Reinforced Concrete Pipe (Class III)	LF	250	205	51,250.00
86	650316	24" Reinforced Concrete Pipe (Class III)	LF	200	210	42,000.00
87	650320	30" Reinforced Concrete Pipe (Class III)	LF	80	325	26,000.00
88	650507	12" Reinforced Concrete Pipe (Class V)	LF	320	140	44,800.00
89	650511	18" Reinforced Concrete Pipe (Class V)	LF	231	205	47,355.00
90	650516	24" Reinforced Concrete Pipe (Class V)	LF	113	250	28,250.00
91	657329	23" X 14" Reinforced Concrete Pipe (CLASS V)	LF	63	170	10,710.00
92	657330A	28" X 12" Reinforced Concrete Pipe (CLASS V)	LF	45	170	7,650.00
93	665016	18" Corrugated Steel Pipe (.064" Thick)	LF	60	135	8,100.00
94	680902	6" Perforated Plastic Pipe Underdrain	LF	24	50	1,200.00
95	690116	18" Corrugated Steel Pipe Downdrain (.064" Thick)	LF	24	90	2,160.00
96	692307	18" Anchor Assembly	EA	4	550	2,200.00
97	700617	Drainage Inlet Marker	EA	19	50	950.00
98	705204	18" Concrete Flared End Section	EA	3	1,475	4,425.00
99	705206	24" Concrete Flared End Section	EA	3	1,550	4,650.00
100	707117	36" Precast Concrete Pipe Inlet	LF	21	895	18,795.00
101	707225	48" Precast Concrete Pipe Manhole	LF	7	1080	7,560.00
102	710136	Remove Pipe (LF)	LF	330	58	19,140.00
103	710150	Remove Inlet	EA	3	500	1,500.00
104	710152	Remove Headwall	EA	1	500	500.00
105	710167	Remove Flared End Section (EA)	EA	2	350	700.00

106	710208	Adjust Frame and Cover to Grade	EA	2	1,000	2,000.00
107	710260	Remove Concrete (Channel)	CY	155	158.70	24,598.50
108	721430	Concrete (Channel Lining)	CY	27	1,000	27,000.00
109	723095	Rock Slope Protection (20 lb, Class I, Method B) (CY)	CY	27	750	20,250.00
110	729011	Rock Slope Protection Fabric (Class 8)	SQYD	73	5	365.00
111	730020	Minor Concrete (Curb) (CY)	CY	62	972	60,264.00
112	730045	Minor Concrete (Gutter) (CY)	CY	3	1,000	3,000.00
113	730070	Detectable Warning Surface	SQFT	330	35	11,550.00
114	731502	Minor Concrete (Misc. Construction)	CY	5	2,025	10,125.00
115	731504	Minor Concrete (Curb and Gutter)	CY	163	550	89,650.00
116	731516	Minor Concrete (Driveway)	CY	17	891	15,147.00
117	731521	Minor Concrete (Sidewalk)	CY	79	891	70,389.00
118	731623	Minor Concrete (Curb Ramp)	CY	35	1,000	35,000.00
119	731710	Remove Concrete Curb (LF)	LF	40	45.30	1,812.00
120	731780	Remove Concrete Sidewalk (SQYD)	SQYD	295	45.15	13,319.25
121	731840	Remove Concrete (Curb and Gutter)	LF	2070	9.65	19,975.50
122	733000	Pre/Post Construction Surveys	EA	14	1,500	21,000.00
123	750001	Miscellaneous Iron and Steel	LB	5191	4	20,764.00
124	780210	Survey Monument (Type A)	EA	3	1,300	3,900.00
125	800360	Chain Link Fence (Type CI-6)	LF	930	32	29,760.00
126	802620	16' Chain Link Gate (Type CI-6)	EA	1	1,800	1,800.00
127	802670	24' Chain Link Gate (Type CI-6)	EA	1	2,400	2,400.00

128	803050	Remove Chain Link Fence	LF	790	5	3,950.00
129	810170	Delineator (Class 1)	EA	21	35	735.00
130	810230	Pavement Marker (Retroreflective)	EA	210	6	1,260.00
131	820134	Object Marker (Type P)	EA	14	45	630.00
132	820141	Object Marker (Type K-1)	EA	6	45	270.00
133	820250	Remove Roadside Sign	EA	29	150	4,350.00
134	820610	Relocate Roadside Sign	EA	2	300	600.00
135	820710	Furnish Laminated Panel Sign (1"-Type A)	SQFT	40	22.10	884.00
136	820750	Furnish Single Sheet Aluminum Sign (0.063"- Unframed)	SQFT	290	16.80	4,872.00
137	820760	Furnish Single Sheet Aluminum Sign (0.080"- Unframed)	SQFT	100	15.75	1,575.00
138	820780	Furnish Single Sheet Aluminum Sign (0.063"- Framed)	SQFT	23	66	1,518.00
139	820790	Furnish Single Sheet Aluminum Sign (0.080"- Framed)	SQFT	68	24	1,632.00
140	820840	Roadside Sign - One Post	EA	17	380	6,460.00
141	820841A	Roadside Sign - One Post (Metal)	EA	7	380	2,660.00
142	820850	Roadside Sign - Two Post	EA	3	760	2,280.00
143	820851A	Roadside Sign - Two Post (Metal)	EA	1	760	760.00
144	820860	Install Sign (Strap and Saddle Bracket Method)	EA	13	150	1,950.00
145	832007	Midwest Guardrail System (Wood Post)	LF	50	100	5,000.00
146	832070	Vegetation Control (Minor Concrete)	SQYD	53	105	5,565.00
147	839543	Transition Railing (Type Wb-31)	EA	1	3,800	3,800.00
148	839585	Alternative Flared Terminal System	EA	1	3,400	3,400.00

149	839604A	Crash Cushion (Smart)	EA	1	42,500	42,500.00
150	839752	Remove Guardrail	LF	250	25	6,250.00
151	840505	6" Thermoplastic Traffic Stripe	LF	3500	0.70	2,450.00
152	840506	8" Thermoplastic Traffic Stripe	LF	300	1.40	420.00
153	840515	Thermoplastic Pavement Marking	SQFT	740	5	3,700.00
154	840656	Paint Traffic Stripe (2-Coat)	LF	9580	1.13	10,825.40
155	840666	Paint Pavement Marking (2-Coat)	SQFT	724	5.95	4,307.80
156	846007	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	2500	0.85	2,125.00
157	846009	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	470	1.50	705.00
158	846012	Thermoplastic Crosswalk and Pavement Marking (Enhanced Wet Night Visibility)	SQFT	450	12	5,400.00
159	846020	Remove Painted Traffic Stripe	LF	9580	1	9,580.00
160	846025	Remove Painted Pavement Marking	SQFT	724	3	2,172.00
161	846030	Remove Thermoplastic Traffic Stripe	LF	5905	1	5,905.00
162	846035	Remove Thermoplastic Pavement Marking	SQFT	368	3	1,104.00
163	870800A	Rectangular Rapid Flashing Beacon System	LS	1	32,900	32,900.00
164	872001	Temporary Lighting System	LS	1	29,400	29,400.00
165	872131	Modifying Lighting Systems	LS	1	285,000	285,000.00
166	872141	Removing Lighting Systems	LS	1	9,700	9,700.00
166	995100	Water Meter Charges	LS	1	8,000	8,000.00
167	999990	Mobilization (10%)	LS	1	335,000.00	335,000.00

Total Bid: \$4,750,890.38