

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

PELAGIC ENGINEERING

(Contractor)

CITYWIDE SYSTEMIC SAFETY IMPROVEMENTS

(Project Title)

MAJGC/50336-300-4150

(Budget Account Number)

THIS CONTRACT is executed on September 13, 2021, between the CITY OF CHICO, (City), and PELAGIC ENGINEERING, 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 dated June 28, 2021.
2. SPECIAL PROVISIONS dated May 28, 2021.
3. SPECIAL PROVISIONS entitled "CITYWIDE SYSTEMIC SAFETY IMPROVEMENTS" located at VARIOUS PROJECT LOCATIONS, CHICO, CALIFORNIA
4. PROPOSAL dated July 22, 2021.
5. CONTRACT PLANS dated: April 1, 2021
6. CONTRACT PLANS entitled "CITYWIDE SYSTEMIC SAFETY IMPROVEMENTS" located at VARIOUS PROJECT LOCATIONS, CHICO,

CALIFORNIA

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, 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.

CONTRACTOR _____
PELAGIC ENGINEERING
3600 HARBOR BLVD. #85
ADDRESS _____
OXNARD, CA 93035

CITY/STATE/ZIP _____

By: _____
Signature 

TITLE _____
PRESIDENT

CONTRACTOR'S LICENSE NO. _____
782701

REVIEWED AS TO CONTENT:

Scott Dowell, Administrative Services Director*


*Reviewed by Finance and Information Systems

CITY OF CHICO, A Municipal Corporation

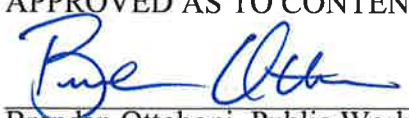
By: 
Purchasing Officer*

*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)

APPROVED AS TO CONTENT:

Brendan Ottoboni, Public Works Director,
Engineering

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Ventura }

On Sept. 2, 2021, before me, Jen Mather, Notary Public,
personally appeared Stephen Jackson.

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 State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE [Signature]

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Contract

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

EXHIBIT "A"

PELAGIC ENGINEERING
(Contractor)

CITYWIDE SYSTEMIC SAFETY IMPROVEMENTS
(Project Title)

MAJGC/50336-300-4150
(Budget Account Number)

| Item | Description | Quantity | Unit | Unit Price | Total |
|------|---------------------------------------------------------------------|----------|------|--------------|--------------|
| 1 | MOBILIZATION | 1 | LS | \$60,800.00 | \$60,800.00 |
| 2 | TEMPORARY TRAFFIC CONTROL | 1 | LS | \$127,500.00 | \$127,500.00 |
| 3 | CONSTRUCTION SURVEY & LAYOUT | 1 | LS | \$1,500.00 | \$1,500.00 |
| 4 | CLEARING AND GRUBBING | 1 | LS | \$500.00 | \$500.00 |
| 5 | JOBSITE MANAGEMENT | 1 | LS | \$5,400.00 | \$5,400.00 |
| 6 | UPGRADE TRAFFIC SIGNAL HEADS - WALNUT & W. 2ND ST | 1 | LS | \$14,775.00 | \$14,775.00 |
| 7 | UPGRADE TRAFFIC SIGNAL HEADS - WALNUT & W. 3RD ST | 1 | LS | \$13,007.00 | \$13,007.00 |
| 8 | UPGRADE TRAFFIC SIGNAL HEADS - WALNUT & W. 5TH ST | 1 | LS | \$14,775.00 | \$14,775.00 |
| 9 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - MAIN & E. 1ST ST | 1 | LS | \$3,914.00 | \$3,914.00 |
| 10 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - MAIN & E. 2ND ST | 1 | LS | \$5,808.00 | \$5,808.00 |
| 11 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - MAIN & E. 3RD ST | 1 | LS | \$7,198.00 | \$7,198.00 |
| 12 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - MAIN & E. 4TH ST | 1 | LS | \$5,051.00 | \$5,051.00 |
| 13 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - MAIN & E. 5TH ST | 1 | LS | \$5,808.00 | \$5,808.00 |
| 14 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - MAIN & E. 6TH ST | 1 | LS | \$5,808.00 | \$5,808.00 |
| 15 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - MAIN & E. 7TH ST | 1 | LS | \$5,808.00 | \$5,808.00 |

| Item | Description | Quantity | Unit | Unit Price | Total |
|------|----------------------------------------------------------------------------|----------|------|-------------|--------------|
| 16 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - BROADWAY & W. 1ST ST | 1 | LS | \$3,662.00 | \$3,662.00 |
| 17 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - BROADWAY & W. 2ND ST | 1 | LS | \$5,808.00 | \$5,808.00 |
| 18 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - BROADWAY & W. 3RD ST | 1 | LS | \$7,198.00 | \$7,198.00 |
| 19 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - BROADWAY & W. 4TH ST | 1 | LS | \$3,914.00 | \$3,914.00 |
| 20 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - BROADWAY & W. 5TH ST | 1 | LS | \$5,808.00 | \$5,808.00 |
| 21 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - BROADWAY & W. 6TH ST | 1 | LS | \$5,808.00 | \$5,808.00 |
| 22 | UPGRADE TRAFFIC SIGNAL HEADS & STREET NAME SIGNS - BROADWAY & W. 7TH ST | 1 | LS | \$5,815.00 | \$5,815.00 |
| 23 | INSTALL RRFB AND PUSH BUTTON ASSEMBLY | 10 | EA | \$6,702.00 | \$67,020.00 |
| 24 | REMOVE / RELOCATE EXISTING SIGNS | 8 | EA | \$300.00 | \$2,400.00 |
| 25 | INSTALL R1-5A (YIELD HERE TO PEDESTRIANS) | 8 | EA | \$300.00 | \$2,400.00 |
| 26 | INSTALL PAIR OF CUSTOM BIKE GATES | 6 | EA | \$4,000.00 | \$24,000.00 |
| 27 | INSTALL NO. 5 SPLICE BOX | 4 | EA | \$1,000.00 | \$4,000.00 |
| 28 | RELOCATE BIKE PATH LIGHT STANDARD (15' ALUMINUM POLE) | 2 | EA | \$2,500.00 | \$5,000.00 |
| 29 | INSTALL 2" CONDUIT & CONDUCTOR | 27 | LF | \$150.00 | \$4,050.00 |
| 30 | REMOVE AND REPLACE BIKE PATH ASPHALT | 30 | SF | \$100.00 | \$3,000.00 |
| 31 | INSTALL CITY STANDARD S-27 CURB RAMP, CASE C | 1 | EA | \$10,950.00 | \$10,950.00 |
| 32 | INSTALL CITY STANDARD S-27 CURB RAMP, CASE C (MODIFIED) | 1 | EA | \$15,250.00 | \$15,250.00 |
| 33 | MINOR HMA (TRANSITIONS, PATCHES, ETC) | 36 | SF | \$100.00 | \$3,600.00 |
| 34 | SLURRY SURFACING | 343,400 | SF | \$0.53 | \$182,002.00 |
| 35 | THERMOPLASTIC TRAFFIC MARKINGS (STOP LINE, CROSSWALKS, SHARK TEETH), WHITE | 8,482 | SF | \$5.00 | \$42,410.00 |
| 36 | THERMOPLASTIC PAVEMENT MARKINGS (STOP), WHITE | 67 | EA | \$105.00 | \$7,035.00 |

| Item | Description | Quantity | Unit | Unit Price | Total |
|-------------------|----------------------------------------------------------------------------------|----------|------|------------|---------------------|
| 37 | THERMOPLASTIC PAVEMENT MARKINGS (ONLY), WHITE | 1 | EA | \$105.00 | \$105.00 |
| 38 | THERMOPLASTIC PAVEMENT MARKINGS (AHEAD), WHITE | 5 | EA | \$125.00 | \$625.00 |
| 39 | THERMOPLASTIC PAVEMENT MARKINGS (TYPE IV ARROW L AND TYPE IV ARROW R), WHITE | 10 | EA | \$70.00 | \$700.00 |
| 40 | THERMOPLASTIC PAVEMENT MARKINGS (BIKE LANE SYMBOL WITH PERSON), WHITE | 5 | EA | \$70.00 | \$350.00 |
| 41 | THERMOPLASTIC PAVEMENT MARKINGS (BIKE LANE ARROW), WHITE | 1 | EA | \$45.00 | \$45.00 |
| 42 | THERMOPLASTIC PAVEMENT MARKINGS (TYPE I 18'-0" ARROW), WHITE | 2 | EA | \$80.00 | \$160.00 |
| 43 | THERMOPLASTIC PAVEMENT MARKINGS (YIELD), WHITE | 3 | EA | \$120.00 | \$360.00 |
| 44 | THERMOPLASTIC TRAFFIC STRIPING, DETAIL 9 (LANE LINE) | 769 | LF | \$0.65 | \$499.85 |
| 45 | THERMOPLASTIC TRAFFIC STRIPING, DETAIL 22 (NO-PASSING BI-DIRECTIONAL) | 4,282 | LF | \$1.25 | \$5,352.50 |
| 46 | THERMOPLASTIC TRAFFIC STRIPING, DETAIL 38A (8" CHANNELIZING LINE) | 728 | LF | \$1.15 | \$837.20 |
| 47 | THERMOPLASTIC TRAFFIC STRIPING, DETAIL 39 (BIKE LANE LINE) | 405 | LF | \$0.70 | \$283.50 |
| 48 | THERMOPLASTIC TRAFFIC STRIPING, DETAIL 39A (INTERSECTION LINE BIKE LANE) | 389 | LF | \$0.70 | \$272.30 |
| 49 | THERMOPLASTIC TRAFFIC STRIPING, DETAIL 27B (4" RIGHT EDGELINE) | 695 | LF | \$0.60 | \$417.00 |
| 50 | THERMOPLASTIC TRAFFIC STRIPING, DETAIL 1 (CENTERLINE, YELLOW) | 82 | LF | \$0.65 | \$53.30 |
| 51 | THERMOPLASTIC PAVEMENT MARKINGS (SLOW), YELLOW | 3 | EA | \$65.00 | \$195.00 |
| 52 | THERMOPLASTIC PAVEMENT MARKINGS (SCHOOL), YELLOW | 3 | EA | \$135.00 | \$405.00 |
| 53 | THERMOPLASTIC PAVEMENT MARKINGS (XING), YELLOW | 3 | EA | \$65.00 | \$195.00 |
| 54 | THERMOPLASTIC TRAFFIC STRIPING, GENERAL MARKINGS (STOP LINE, CROSSWALKS), YELLOW | 264 | SF | \$5.00 | \$1,320.00 |
| Bid Total: | | | | | \$700,957.65 |