



City of Biggs

Agenda Item Staff Report for the Special City Council Meeting: August 29, 2013 6:00 PM

DATE: August 27, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Steve Speights, City Engineer
SUBJECT: 6th Street Bridge Project, Construction Contract Award

Requested Action: (1) Award the construction contract for 6th street Bridge project to Shasta Constructors in the amount of \$597,976.00
(2) Authorize the City Administrator to execute the contract on behalf of the City.

Background:

Construction bids were solicited by notice in the Chico Record, the Gridley Herald and at Builders Exchanges in the region. Four Bids were received Thursday, August 22, 2013 at 2pm at City Hall. A summary of the bids received is attached. The low bid was submitted by Shasta Constructors, Inc of Redding in the amount of \$597,976. Shasta's bid meets the bid submittal requirements and has met the DBE participation goal.

Bids ranged from \$597,976 to \$990,252. The engineers estimate was \$750,000. The contractor is anxious to get as much work done this year as possible, and has already started with pre-construction tasks (we have not received contractor submittals yet). We have not received a schedule from the contractor and will review his work plan to determine if it is reasonable. The project will not be completed though, until next spring.

If the Council awards the contract, we will prepare a Contract and Notice of Award to send to the contractor. He then has 10 working days to deliver the signed Contract, Performance Bond, and Payment Bond to the City.

Recommendation:

Staff recommends the Council award the construction contract for 6th Street Bridge project to Shasta Constructors in the amount of \$597,976, and authorize the City Administrator to sign the contract on behalf of the City.

Attachments:

Bid analysis

Shasta Constructors Proposal

Draft Construction Contract

Final Construction Cost Estimate
City of Biggs 6th Street Bridge Replacement

6th Street Bridge Bid Analysis
 8/23/2013

Item	Description	Quantity	Units	Engineer's Estimate		Shasta Constructors		Dunton Construction		McGuire & Hester		Santos Excavating		Average 3 lowest	Total
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 46,000.00	\$ 46,000.00	\$ 75,000.00	\$ 75,000.00	\$ 4,900.00	\$ 4,900.00	\$ 60,333.33	\$ 60,333.33
2	Erosion Control and SWPPP	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,001.00	\$ 6,001.00	\$ 6,100.00	\$ 6,100.00	\$ 11,000.33	\$ 11,000.33
3	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00	\$ 6,100.00	\$ 6,100.00	\$ 12,500.00	\$ 12,500.00
4	Remove Trees	1	EA	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00
5	Cleaning and Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,333.33	\$ 5,333.33
6	Roadway Excavation & Grading	550	CY	\$ 35.00	\$ 19,250.00	\$ 50.00	\$ 27,500.00	\$ 50.00	\$ 27,500.00	\$ 60.00	\$ 33,000.00	\$ 71.00	\$ 39,050.00	\$ 53.33	\$ 29,333.33
7	Asphalt Paving	210	Ton	\$ 190.00	\$ 39,900.00	\$ 155.00	\$ 32,550.00	\$ 170.00	\$ 35,700.00	\$ 150.00	\$ 31,500.00	\$ 142.00	\$ 29,820.00	\$ 158.33	\$ 33,250.00
8	Class 2 Aggregate Base	465	cy	\$ 65.00	\$ 30,225.00	\$ 70.00	\$ 32,550.00	\$ 59.00	\$ 27,435.00	\$ 70.00	\$ 32,550.00	\$ 52.60	\$ 24,459.00	\$ 66.33	\$ 30,845.00
9	Construct Vehicle Curb and Gutter	115	LF	\$ 35.00	\$ 4,025.00	\$ 25.00	\$ 2,875.00	\$ 24.00	\$ 2,760.00	\$ 50.00	\$ 5,750.00	\$ 31.75	\$ 3,651.25	\$ 33.00	\$ 3,795.00
10	Construct Rolled Curb and Gutter	35	LF	\$ 35.00	\$ 1,225.00	\$ 25.00	\$ 875.00	\$ 50.00	\$ 1,750.00	\$ 50.00	\$ 1,750.00	\$ 31.75	\$ 1,111.25	\$ 41.67	\$ 1,458.33
11	Place Thermoplastic Detail 27B	630	SF	\$ 10.00	\$ 6,300.00	\$ 8.00	\$ 5,040.00	\$ 9.00	\$ 5,670.00	\$ 10.00	\$ 6,300.00	\$ 9.00	\$ 5,670.00	\$ 9.00	\$ 5,670.00
12	Place Thermoplastic Pavement Markings	22	SF	\$ 3.50	\$ 77.00	\$ 12.00	\$ 264.00	\$ 18.00	\$ 396.00	\$ 12.00	\$ 76.80	\$ 0.85	\$ 18.70	\$ 14.00	\$ 308.00
13	Place Thermoplastic Detail 21	470	LF	\$ 1.50	\$ 705.00	\$ 3.00	\$ 1,410.00	\$ 5.00	\$ 2,350.00	\$ 3.00	\$ 1,410.00	\$ 3.50	\$ 1,645.00	\$ 3.67	\$ 1,723.33
14	Place Thermoplastic 12' White	26	LF	\$ 3.00	\$ 78.00	\$ 12.00	\$ 312.00	\$ 14.00	\$ 364.00	\$ 12.00	\$ 312.00	\$ 15.00	\$ 390.00	\$ 12.67	\$ 329.33
15	Relocate Fence	75	LF	\$ 30.00	\$ 2,250.00	\$ 12.00	\$ 900.00	\$ 35.00	\$ 2,625.00	\$ 25.00	\$ 1,875.00	\$ 16.32	\$ 1,224.00	\$ 24.00	\$ 1,800.00
16	Install Roadside Sign	3	EA	\$ 400.00	\$ 1,200.00	\$ 250.00	\$ 750.00	\$ 200.00	\$ 600.00	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 233.33	\$ 700.00
17	24" RCP Storm Drain Pipe Connection	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 9,500.00	\$ 9,500.00	\$ 1,416.67	\$ 1,416.67
18	30" CMP Storm Drain Pipe Connection w/ Flap gate	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,200.00	\$ 1,200.00	\$ 6,000.00	\$ 6,000.00	\$ 9,500.00	\$ 9,500.00	\$ 3,733.33	\$ 3,733.33
19	15" SDR 35 Sleeve w/ Cap(s)	80	LF	\$ 110.00	\$ 8,800.00	\$ 50.00	\$ 4,000.00	\$ 90.00	\$ 7,200.00	\$ 80.00	\$ 4,800.00	\$ 141.00	\$ 11,280.00	\$ 66.67	\$ 5,333.33
20	6" SDR 35 Sleeve w/ Cap(s)	80	LF	\$ 85.00	\$ 6,800.00	\$ 30.00	\$ 2,400.00	\$ 75.00	\$ 6,000.00	\$ 30.00	\$ 2,400.00	\$ 123.00	\$ 9,840.00	\$ 45.00	\$ 3,600.00
21	Shrub 5 Gallon	10	EA	\$ 15.00	\$ 150.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 300.00	\$ 3,000.00	\$ 133.33	\$ 1,333.33
22	Bridge Removal	1	LS	\$ 115,000.00	\$ 115,000.00	\$ 25,000.00	\$ 25,000.00	\$ 23,000.00	\$ 23,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,140.00	\$ 22,140.00	\$ 22,666.67	\$ 22,666.67
23	Water Diversion	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 359,400.00	\$ 359,400.00	\$ 45,000.00	\$ 45,000.00
24	Rock Slope Protection w/ Fabric	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,400.00	\$ 26,400.00	\$ 20,666.67	\$ 20,666.67
25	Structural Excavation (Culvert)	436	CY	\$ 65.00	\$ 28,340.00	\$ 50.00	\$ 21,800.00	\$ 65.00	\$ 28,340.00	\$ 100.00	\$ 43,600.00	\$ 43.00	\$ 18,748.00	\$ 71.67	\$ 31,246.67
26	Structural Backfill (Culvert)	415	CY	\$ 65.00	\$ 26,975.00	\$ 50.00	\$ 20,750.00	\$ 65.00	\$ 26,975.00	\$ 100.00	\$ 41,500.00	\$ 51.00	\$ 21,165.00	\$ 71.67	\$ 29,741.67
27	Structural Concrete (Box Culvert)	200	CY	\$ 750.00	\$ 150,000.00	\$ 856.00	\$ 171,200.00	\$ 1,250.00	\$ 250,000.00	\$ 1,300.00	\$ 260,000.00	\$ 1,129.62	\$ 225,924.00	\$ 1,135.33	\$ 227,066.67
28	Bar Reinforcing Steel (Box Culvert)	40740	LB	\$ 1.70	\$ 69,258.00	\$ 1.50	\$ 61,110.00	\$ 1.50	\$ 61,110.00	\$ 1.50	\$ 61,110.00	\$ 1.50	\$ 61,110.00	\$ 1.50	\$ 61,110.00
29	Concrete Barrier Type 26	63	LF	\$ 150.00	\$ 9,450.00	\$ 200.00	\$ 12,600.00	\$ 300.00	\$ 18,900.00	\$ 375.00	\$ 23,625.00	\$ 360.00	\$ 22,680.00	\$ 281.67	\$ 18,375.00
30	Concrete Barrier Type 26A	42	LF	\$ 150.00	\$ 6,300.00	\$ 250.00	\$ 10,500.00	\$ 325.00	\$ 13,650.00	\$ 330.00	\$ 13,440.00	\$ 550.00	\$ 27,300.00	\$ 268.33	\$ 12,530.00
31	Concrete Barrier Type 26A	112	LF	\$ 87.00	\$ 9,744.00	\$ 60.00	\$ 6,720.00	\$ 145.00	\$ 16,240.00	\$ 75.00	\$ 8,400.00	\$ 226.00	\$ 25,312.00	\$ 100.00	\$ 11,200.00
32	Tubular Handrailing (Wood)														
Total				\$747,682	\$747,682	\$597,976	\$597,976	\$571,475	\$571,475	\$817,717	\$817,717	\$990,252	\$990,252	\$695,722.67	\$695,722.67

PROPOSAL TO THE CITY OF BIGGS
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 13-100

NAME OF BIDDER Shasta Constructors, Inc.
BUSINESS P.O. BOX P.O. Box 491539
CITY, STATE, ZIP Redding, CA 96049-1539
BUSINESS STREET ADDRESS 4150 Egg Tree Lane
(Please include even if P.O. Box used)
CITY, STATE, ZIP Redding CA 96002
TELEPHONE NO: AREA CODE () 530/365-3930
FAX NO: AREA CODE () 365-5465
CONTRACTOR LICENSE NO. 494285 A

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract included in the Project Manual, and also in conformance with the California Department of Transportation Standard Plans, Provisions and Specifications dated May, 2006, and the California Department of Transportation Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated June 2013 and are entitled:

**CITY OF BIGGS
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS FOR
6th STREET DOUBLE BOX CULVERT, CITY PROJECT NO. 13-100
BRIDGE NO. 12C 0376, FEDERAL AID PROJECT NO. BHLO 5128(007)**

The project plans for the work to be done were approved May 14, 2013 and are entitled:

**CITY OF BIGGS
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR
6th STREET DOUBLE BOX CULVERT CITY PROJECT NO. 13-100
BRIDGE NO. 12C 0376, FEDERAL AID PROJECT NO. BHLO 5128(007)**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF BIGGS*'s Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF BIGGS*, and that discretion will be exercised in the manner deemed by the *CITY OF BIGGS* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF BIGGS* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF BIGGS*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF BIGGS* that the contract has been awarded, the *CITY OF BIGGS* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *CITY OF BIGGS*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF BIGGS*, in the form of the copy of the contract included in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID SHEET: ADDENDUM NO. 1

THE BIDDER SHALL COMPLETE ALL UNIT PRICE AND TOTAL ITEMS BELOW:

Item	Description	Quantity	Units	Unit Price	Total Item
1	Mobilization	1	LS	60,000	60,000
2	Erosion Control and SWPPP	1	LS	25,000	25,000
3	Traffic Control	1	LS	10,000	10,000
4	Remove Trees	1	EA	500	500
5	Clearing and Grubbing	1	LS	2,500	2,500
6	Roadway Excavation & Grading	550	CY	50	27,500
7	Asphalt Paving	210	Ton	155	32,550
8	Class 2 Aggregate Base	465	CY	70	32,550
9	Construct Vertical Curb and Gutter	115	LF	25	2,875
10	Construct Rolled Curb and Gutter	35	LF	25	875
11	Construct 6" Concrete Sidewalk	630	SF	8	5,040
12	Place Thermoplastic Pavement Markings	22	SF	12	264
13	Place Thermoplastic Detail 27B	380	LF	1	380
14	Place Thermoplastic Detail 21	470	LF	3	1,410
15	Place Thermoplastic 12" White	26	LF	12	312
16	Relocate Fence	75	LF	12	900
17	Install Roadside Sign	3	EA	250	750
18	24" RCP Storm Drain Pipe Connection	1	EA	1,250	1,250
19	30" CMP Storm Drain Pipe Connection w/ Flap gate	1	EA	4,000	4,000
20	15" SDR 35 Sleeve w/ Cap(s)	80	LF	50	4,000
21	6" SDR 35 Sleeve w/ Cap(s)	80	LF	30	2,400
22	Shrubs 5 Gallon	10	EA	100	1,000
23	Bridge Removal	1	LS	25,000	25,000
24	Water Diversion	1	LS	25,000	25,000
25	Rock Slope Protection w/ Fabric	1	LS	25,000	25,000
26	Structural Excavation (Culvert)	436	CY	50	21,800
27	Structural Backfill (Culvert)	415	CY	50	20,750
28	Structural Concrete (Box Culvert)	200	CY	856	171,200
29	Bar Reinforcing Steel (Box Culvert)	40740	LB	150	61,110
30	Concrete Barrier Type 26	63	LF	200	12,600
31	Concrete Barrier Type 26A	42	LF	250	10,500
32	Tubular Handrailing (mod)	112	LF	80	8,960

Total Bid: 597,976

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in an amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Shasta Constructors, Inc.
P.O. Box 491539
Redding, CA 96049-1539
Steven W. Roseman - Pres, Tree
Robert Roseman - VP

Licensed in conformance with an act providing for the registration of Contractors,

License No. 494755 Classification(s) A

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s 1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Sign here  Shasta Constructors, Inc.
P.O. Box 491539
Redding, CA 96049-1539
Robert Roseman VP
Signature and Title of Bidder
Date: 6/22/13

Business Address _____
Place of Business 1150 Ffg Tree Lane Redding, Ca 96002
Place of Residence _____

CITY OF BIGGS, DEPARTMENT OF PUBLIC WORKS

CITY CONTRACT NO. 13-100

THIS AGREEMENT, made and concluded, in duplicate, _____
between the City of Biggs thereof, party of the first part, and

Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City of Biggs, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated May, 2006 the Standard Specifications, dated May, 2006 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated June, 2013, and are entitled:

**CITY OF BIGGS;
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS FOR
6th STREET DOUBLE BOX CULVERT, CITY PROJECT NO. 13-100
BRIDGE NO. 12C 0376, FEDERAL AID PROJECT NO. BHLO 5128(007)**

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PROJECT PLANS FOR
6th STREET DOUBLE BOX CULVERT, CITY PROJECT NO. 13-100
BRIDGE NO. 12C 0376, FEDERAL AID PROJECT NO. BHLO 5128(007)**

ARTICLE II.- The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein 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 III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. 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 Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; 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 obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the (*City of Biggs, City Council*), and for all risks of every description 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 Engineer under them, to wit:

The construction of the 6th Street Double Box Culvert, Project No. 13-100 in accordance with the bid items listed below:

DRAFT

BID SHEET: ADDENDUM NO. 1

THE BIDDER SHALL COMPLETE ALL UNIT PRICE AND TOTAL ITEMS BELOW:

Item	Description	Quantity	Units	Unit Price	Total Item
1	Mobilization	1	LS	60,000	60,000
2	Erosion Control and SWPPP	1	LS	25,000	25,000
3	Traffic Control	1	LS	10,000	10,000
4	Remove Trees	1	EA	500	500
5	Clearing and Grubbing	1	LS	2,500	2,500
6	Roadway Excavation & Grading	550	CY	50	27,500
7	Asphalt Paving	210	Ton	155	32,550
8	Class 2 Aggregate Base	465	CY	70	32,550
9	Construct Vertical Curb and Gutter	115	LF	25	2,875
10	Construct Rolled Curb and Gutter	35	LF	25	875
11	Construct 6" Concrete Sidewalk	630	SF	8	5,040
12	Place Thermoplastic Pavement Markings	22	SF	12	264
13	Place Thermoplastic Detail 27B	380	LF	1	380
14	Place Thermoplastic Detail 21	470	LF	3	1,410
15	Place Thermoplastic 12" White	26	LF	12	312
16	Relocate Fence	75	LF	12	900
17	Install Roadside Sign	3	EA	250	750
18	24" RCP Storm Drain Pipe Connection	1	EA	1,250	1,250
19	30" CMP Storm Drain Pipe Connection w/ Flap gate	1	EA	4,000	4,000
20	15" SDR 35 Sleeve w/ Cap(s)	80	LF	50	4,000
21	6" SDR 35 Sleeve w/ Cap(s)	80	LF	30	2,400
22	Shrubs 5 Gallon	10	EA	100	1,000
23	Bridge Removal	1	LS	25,000	25,000
24	Water Diversion	1	LS	25,000	25,000
25	Rock Slope Protection w/ Fabric	1	LS	25,000	25,000
26	Structural Excavation (Culvert)	436	CY	50	21,800
27	Structural Backfill (Culvert)	415	CY	50	20,750
28	Structural Concrete (Box Culvert)	200	CY	856	171,200
29	Bar Reinforcing Steel (Box Culvert)	40740	LB	150	6,111,000
30	Concrete Barrier Type 26	63	LF	200	12,600
31	Concrete Barrier Type 26A	42	LF	250	10,500
32	Tubular Handrailing (mod)	112	LF	80	8,960

Total Bid: 597,976

DRAFT

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

**CITY OF BIGGS
DEPARTMENT OF PUBLIC WORKS**

By _____
Mark Sorensen, City Administrator

Contractor

By _____

Licensed in accordance with
the act providing for the
registration of contractors:

License No. _____

Federal Employer Identification:

Number _____

Approved and certified as being in conformance with the requirements of the State Contract Act.

Greg P. Einhorn, Attorney, City of Biggs

Approved Effective _____