

**CONTRACT (#2020-05) BETWEEN
THE SHASTA REGIONAL TRANSPORTATION AGENCY AND CONTRACTOR**

This agreement is entered into as of the last date it has been signed by both parties, between the Shasta Regional Transportation Agency ("Owner") ("SRTA") and Goehring & Son Construction, Inc. DBA G&S Construction ("Contractor") ("Agreement").

The Project: Shasta Regional Transportation Agency Exterior Improvements and Re-Roof

The Owner and the Contractor agree as set forth below.

1. THE SCOPE OF WORK

The Contractor shall perform all the work required by the Contract Documents for the Shasta Regional Transportation Agency Exterior Improvements and Re-Roof project, hereinafter described as (the "Project"). The Contract Documents consist of the Plans, Specifications, & Addenda provided by the Architect & the Excel spreadsheet (attached) provided by G&S Construction. The Project is described generally as follows:

1. The Contractor shall make exterior improvements to the building, including: the demolition of identified balconies and architectural features; replacement of all building stucco and underlying water damaged structural elements; replacement of all windows including any structural support elements; replacement of exterior elements including light fixtures, awnings, and identified sidewalk areas; demolition and replacement of property monument sign; and demolition and replacement of existing roof. Specifically, known dry rot has been identified at existing, leaking balconies that are to be removed. Unknown dry rot that has not been identified will be repaired at the Architect's direction, on a Time & Materials basis per emails between SRTA & G&S clarifying the hourly rate & the Specifications. Windows not included in the scope of work are the glass block units located in the ground level parking covered area. Existing metal elements such as awnings, railings, etc. will be removed, prepared, painted and reinstalled. The only new metal elements will be the ones detailed in the drawings. Per the Contractor's spreadsheet, the reworking of the structural elements of the sign is included, and a reasonable allowance of \$1,000.00 for signage has been included. Any expenditure related to signage in excess of \$1,000 will be a change order to the Owner.

The scope of work is also defined, clarified and detailed in the Contractor's Excel spreadsheet which was provided to the Owner in the negotiation of this project & Contract, and should be considered part of this agreement.

2. The work shall take place at Owner's property located at 1255 East Street, Redding, CA 96001.

2. THE CONTRACT DOCUMENTS

The Contract Documents consists of this Agreement, the Spreadsheet provided to the Owner by the Contractor, the other documents in the "Contract Book for Shasta Regional Transportation Agency Exterior Improvements and Re-Roof" (Contract No. 2020-05), the "Tenant Improvements for the Shasta Regional Transportation Agency" drawings, and Section 00 72 13 "General Conditions," Part 1.1.1, "The Contract Documents," which documents are hereby incorporated into this Contract and made a part hereof. Sections of the Contract Book for Shasta Regional Transportation Agency Exterior Improvements and Re-Roof may be referenced in these Contract Documents solely by their section number, or by their section number and name.

3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall commence no later than seven (7) calendar days after the date established in the Notice to Proceed issued to the Contractor and shall be carried out and completed 210 days from the commencement of this contract. To clarify, the Contractor will complete the exterior work related to the first-floor tenant improvement (By Others) this year. All other work will be started and completed in the spring of 2021 as weather allows. The Contractor may choose to complete more work than described in 2020, upon mutual agreement.

The Contractor agrees to pay SRTA liquidated damages in the amount as specified in Section 00 31 13, "Construction Schedule and Liquidated Damages," and Part 8.3.5, "Liquidated Damages," of Section 00 72 13, "General Conditions," for each and every calendar day of delay.

4. CONTRACT SUM

SRTA shall pay the Contractor for completion of the Project, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, the sum of Six hundred ninety-six thousand one hundred twenty & 00/100 Dollars (\$696,120.00).

5. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to SRTA by the Contractor and Certificates for Payment issued by SRTA, SRTA shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents and as follows:

Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the previous month and submit an invoice for payment to SRTA's project manager and SRTA's project architect for review and approval. SRTA shall pay to the Contractor up to ninety-five percent (95%) of the value of said work completed, as checked and approved by SRTA, within thirty (30) calendar days of SRTA's receipt of an undisputed and properly submitted progress payment request. The remaining

five percent (5%) of the contract estimate shall be retained by SRTA until the time of final acceptance of said work. It is preferred, but not required, to be paid within ten (10) business days. Per the notes in the Contractor's spreadsheet, the Owner will pay Contractor for the bonding, immediately after receiving this billing.

6. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by SRTA to the Contractor when:

1. The work has been completed;
2. The Contract fully performed;
3. SRTA has issued a Certificate for Payment which approves the final payment due the Contractor;
4. The SRTA Board of Directors has formally accepted the work as complete; and
5. The Notice of Completion has been filed by the Shasta County Recorder's Office.

7. PREVAILING WAGES

The Contractor agrees that State Prevailing Wages apply to this Work and that the Contractor will pay the rates for each trade or craft as determined by the California Department of Industrial Relations and shall require the subcontractors on the project to pay the appropriate prevailing wage rates for each trade and craft. The Contractor shall meet the requirements of Section 00 50 80, "Payroll Information," and the Contractor agrees to repay SRTA any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.

8. NOTICES

Any notice required to be given pursuant to the terms and provisions of this contract shall be addressed as follows:

If to SRTA:	Shasta Regional Transportation Agency Attn: Dan Little, AICP, Executive Director 1255 East Street, Suite 202 Redding, CA 96001
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If to Contractor:	Forrest Goehring G&S Construction P.O. Box 431 Palo Cedro, CA 96073
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9. MISCELLANEOUS PROVISIONS

- 9.1. Terms used in this Contract, which are defined in Section 00 72 13, "General Conditions," shall have the meanings designated in those conditions.
- 9.2. The Contractor agrees to attempt to complete all substantial work impacting the first

floor of the building with a goal by December 1, 2020, but shall complete all work no later than December 31, 2020, in order for SRTA's future tenant to continue to complete their renovations and occupy the space. No liquidated damages shall occur in relation to the first-floor work until after December 31, 2020. Contractor shall ensure that any temporary work is protected against weather and does not cause further damage. If damage is caused due to lack of Contractor taking appropriate measure to protect temporary work, Contractor shall pay for the cost of those damages. Contractor will coordinate with SRTA's future tenant's contractor and SRTA Project Architect as necessary and give adequate notice for any impacts to SRTA or tenant's business operations throughout the project.

10. INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify SRTA, its elected officials, officers, employees, and agents against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of SRTA counsel and counsel retained by SRTA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of SRTA) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of SRTA. Contractor shall also defend and indemnify SRTA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless SRTA with respect to Contractor's "independent contractor" status that would establish a liability on SRTA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this contract.

Throughout the term of this Contract, Contractor shall maintain all necessary insurance coverage described in Section 00 72 13, "General Conditions," Part 11, "Insurance."

11. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

IN WITNESS THEREOF, SRTA and Consultant have executed this agreement on the day and year of the last signature set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: 10-27-2020



Daniel S. Little, AICP, Executive Director

G & S Construction

Date: 10/27/2020

By: 
(Signature)

Print Name: **Forrest Goehring**

Title: **President**

Contractor's License #: **815172**

Tax I.D.#: 45-4860957

Approved as to form:

JOHN KENNY

Counsel, Shasta Regional Transportation Agency



NOTE: If the **Contractor is a corporation**, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing the Contract to do so for the Corporation.

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P.O. Box 431 · Palo Cedro, California 96073 · Cell (530) 515-5022 · Bus/Fax (530) 223-9555
Lic# 815172

Job Name: SRTA Exterior Improvements

Date: October 12, 2020

Overhead	Division	Task Performed	Bid Amount	Performed by	Total	Alternate	Bid	Notes
1.075	01000	Indirect Costs						
1.075		Temporary Fence (287LF)	\$ 4,350.00	Estimated	\$ 4,676.25			
1.075		Job Sign	\$ -	N/A	\$ -			
1.075		Supervision	\$ 16,898.70	G&S	\$ 18,166.10			
1.075		Fuel	\$ 2,666.00	Estimated	\$ 2,865.95			4 months, 10 hours per week
1.075		Erosion Control	\$ -	N/A	\$ -			
1.075		Construction Entrance	\$ -	N/A	\$ -			
1.075		Hauling & Dump Fees	\$ 1,707.00	Estimated	\$ 1,835.03			Construction waste only, no roofing or stucco
1.075		Final Cleaning	\$ 2,720.00	G&S	\$ 2,924.00			
1.075		Storage Container	\$ 840.00	Cresco	\$ 903.00			
1.075		Temporary Toilet & wash station	\$ 1,300.00	Welch's	\$ 1,397.50			
1.075		Plan Copies	\$ 250.00	Estimated	\$ 268.75			
1.075		Surveying	\$ -	N/A	\$ -			
1.075		Wet Weather Plan	\$ -	N/A	\$ -			
1.075		Permits & Fees	\$ -	Owner	\$ -			
1.075		Soils Report & Compaction Testing	\$ -	N/A	\$ -			
1.075		Contingency Fund	\$ 13,500.00	Estimated	\$ 13,500.00			
1.075		Bonding	\$ -	N/A	\$ -			
1.075		Liquidated Damages (90 calendar days, \$200 per day)	\$ 6,971.25	Cresco	\$ 7,494.09			Approximate Cost, Owner pays immediately when required eliminating P&O
1.075		Hot Saw Rental	\$ 270.00	Cresco	\$ 290.25			
1.075		Telehandler Rental	\$ -	Above	\$ -			
1.075		Skid Steer Rental	\$ 1,500.00	G&S	\$ 1,612.50			
1.075		Excavator Rental	\$ 500.00	G&S	\$ 537.50			
1.075		Equipment Fuel	\$ 2,537.60	Estimated	\$ 2,727.92			
1.075		Diamond Blade	\$ 480.00	Estimated	\$ 516.00			
1.075		Mob/Demob	\$ 2,880.00	Estimated	\$ 3,096.00			
1.075		Monument Sign	\$ -	By Owner	\$ -			
1.075					\$ -			
1.075	01500	Miscellaneous Labor						
1.075		Demolish Exterior Stucco	\$ -	Flores	\$ -			
1.075		Demolish Exterior Miscellaneous, not specifically listed below	\$ 5,440.00	G&S	\$ 5,848.00			
1.075		Demolish Exterior Porches/Balconies & Railing	\$ 5,440.00	G&S	\$ 5,848.00			
1.075		Dry Rot Repair (Known)	\$ -	Below	\$ -			
1.075		Dry Rot Repair (Hidden)	\$ -	TBD	\$ -			
1.075		Demolish Half Wall in Trash Enclosure	\$ 680.00	G&S	\$ 731.00			
1.075		Repair Half Wall in Trash Enclosure	\$ 1,360.00	Miscellaneous	\$ 1,462.00			
1.075		Demolish Glass Doors (Except top and bottom double front doors)	\$ 1,530.00	G&S	\$ 1,644.75			
1.075		Demolish Windows	\$ 9,435.00	G&S	\$ 10,142.63			
1.075		Demolish Interior Affected by Dry Rot	\$ 2,720.00	G&S	\$ 2,924.00			
1.075		Interior Dry Rot Repair	\$ 4,112.00	G&S	\$ 4,420.40			
1.075		Demolish existing exterior light fixtures	\$ -	Birdseye	\$ -			
1.075		Frame in middle window panel on South side to create (2) windows	\$ 805.00	G&S	\$ 865.38			
1.075		Demolish architectural wall on West side	\$ 2,720.00	G&S	\$ 2,924.00			
1.075		Shorten Monument wall to 4"	\$ 1,360.00	G&S	\$ 1,462.00			
1.075		Install Plaster trim band and metal cap on West side	\$ -	Flores	\$ -			
1.075		Remove and Reinstall ADA & exterior signage	\$ 510.00	G&S	\$ 548.25			
1.075		Repair water leak at utility meters	\$ -	TBD	\$ -			
1.075		Demolish Architectural wall on North side	\$ 2,720.00	G&S	\$ 2,924.00			

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Date: October 12, 2020

Overhead	Division	Task Performed	Bid Amount	Performed by	Total	Alternate	Bid	Notes
1.075		Frame walls in at demolished sliders	\$ 1,890.00	G&S	\$ 2,031.75			
1.075		Framing at Monument sign	\$ -	Above	\$ -			
1.075		Supply & Install 360 LF of tapered parapet cap 2x and plywood	\$ 12,030.00	G&S	\$ 12,932.25			
1.075		Labor & Materials to install canopies	\$ 16,190.00	G&S	\$ 17,404.25			
1.075								
1.075	02000	Sitework						
1.075								
1.075								
1.075	03000	Concrete						
1.075		Demolish Concrete sidewalk 16'x6' at utility area	\$ 1,360.00	G&S	\$ 1,462.00			
1.075		Reinstall concrete sidewalk at utility area	\$ 3,490.00	G&S	\$ 3,751.75			
1.075		Demolish Concrete sidewalk parking lot	\$ 1,360.00	G&S	\$ 1,462.00			
1.075		Reinstall concrete sidewalk at parking lot	\$ 3,490.00	G&S	\$ 3,751.75			
1.075		Concrete footing at monuments sign	\$ 1,520.00	G&S	\$ 1,634.00			
1.075								
1.075	04000	Masonry						
1.075		Demolish Stucco	\$ 256,300.00	Flores	\$ 275,522.50			
1.075		Replace Stucco	\$ -	Flores	\$ -			
1.075	05000	Metals						
1.075		Structural Steel	\$ -	TBD	\$ -			
1.075		Miscellaneous Flashing	\$ -	TBD	\$ -			
1.075		Galvanized Steel J-mold/weep screed	\$ -	TBD	\$ -			
1.075								
1.075	06000	Wood & Plastics						
1.075		Rough Lumber Material	\$ -	Above	\$ -			
1.075		Rough Framing Labor	\$ -	Above	\$ -			
1.075		Finish Framing Material (Millwork) Base, Crown, Handrails, Casing	\$ -	N/A	\$ -			
1.075		Finish Framing Labor (Millwork)	\$ -	N/A	\$ -			
1.075		Remove & Replace wood or foam cornice	\$ -	N/A	\$ -			
1.075								
1.075	07000	Thermal & Moisture Protection						
1.075		Demolish existing Roofing	\$ -	Harbert	\$ -			
1.075		Install new membrane Roofing	\$ 85,863.00	Harbert	\$ 92,302.73			
1.075		Insulation (roof)	\$ -	Harbert	\$ -			
1.075		Gutter & Downspouts	\$ -	Harbert	\$ -			
1.075		Waterproofing during construction	\$ -	N/A	\$ -			
1.075		All roof coping, penetration flashings	\$ -	Harbert	\$ -			
1.075		Install roof water scuppers (2)	\$ -	Harbert	\$ -			
1.075		Install roof mats (walk off mats)	\$ -	Harbert	\$ -			
1.075		Install new awnings at removed balconies (1)	\$ 4,950.00	Estimated	\$ 5,321.25			
1.075		Install (2) new overflow drains at upper front porch	\$ -	Harbert	\$ -			
1.075		Install new parapet coping	\$ -	Harbert	\$ -			
1.075		Remove & Replace Roof Drain with overflow (4)	\$ -	Custom	\$ -			
1.075		Plaster Cornice to PVC roof detail	\$ -	N/A	\$ -			
1.075		Sheet metal work at East street windows	\$ 5,760.00	Cascade	\$ 6,192.00			
1.075		Backer Rod & Caulking Sealant	\$ 3,206.00	G&S	\$ 3,446.45			
1.075		R19 insulation below 2nd floor new windows	\$ 1,339.00	Weeks	\$ 1,439.43			

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1.075		Upper deck waterproof, fire rated Gaco walking decks	\$ 10,200.00	Harbert	\$ 10,955.00			
1.075					\$ -			
1.075					\$ -			
1.075	08000	Doors & Windows			\$ -			
1.075		Supply & Install new windows & glass doors	\$ 52,516.61	ClearlyGlass	\$ 56,455.36			
1.075					\$ -			
1.075					\$ -			
1.075	09000	Finishes			\$ -			
1.075		Sheetrock Repair below 2nd floor new windows	\$ 2,790.00	G&S	\$ 2,999.25			
1.075					\$ -			
1.075					\$ -			
1.075	09900	Painting			\$ -			
1.075		Exterior Painting	\$ 19,700.00	Walgamulh	\$ 21,177.50			
1.075		Remove, haul two ways. Reinstall exterior metal railings & awnings	\$ -	G&S	\$ -			
1.075		Exterior metal railings and canopies (3/8)	\$ -	Walgamulh	\$ -			
1.075		Coating @ existing upper front porch	\$ -	Walgamulh	\$ -			
1.075	10000	Specialties			\$ -			
1.075					\$ -			
1.075					\$ -			
1.075	11000	Equipment			\$ -			
1.075					\$ -			
1.075					\$ -			
1.075	12000	Furnishings			\$ -			
1.075					\$ -			
1.075					\$ -			
1.075	13000	Special Construction			\$ -			
1.075					\$ -			
1.075					\$ -			
1.075	14000	Conveying Systems			\$ -			
1.075					\$ -			
1.075					\$ -			
1.075	15000	Mechanical			\$ -			
1.075		Remove & Reset existing roof top HVAC condenser units (4)	\$ -	N/A	\$ -			
1.075		Remove & Reset existing roof top HVAC air handling units (4)	\$ -	Cascade	\$ -			
1.075		Replace existing HVAC condensate lines w/copper (136LF)	\$ -	Custom	\$ -			
1.075		Extend existing metal curbs	\$ -	Harbert	\$ -			
1.075					\$ -			
1.075	15500	Plumbing			\$ -			
1.075		Remove existing & install new copper condensate lines	\$ -	Custom	\$ -			
1.075		Remove & replace with new, (4) new roof drains	\$ 8,971.00	Custom	\$ 9,643.83			
1.075					\$ -			
1.075	16000	Electrical			\$ -			
1.075		Supply & Install new LED exterior light fixtures in place of old (20)	\$ 8,800.00	Birdseye	\$ 9,460.00			
1.075		Remove & relocate exterior elevator alarm	\$ -	Owner	\$ -			
1.075		Remove & Replace Cameras	\$ -	Owner	\$ -			
1.075		Remove & Replace exterior alarms	\$ -	Owner	\$ -			
1.075		Remove & Replace Satellites	\$ -	Owner	\$ -			
1.075					\$ -			
1.075					\$ -			

Powdercoating will not be used

Not required to provide roof warranty per Howard Harbert

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Date: October 12, 2020

Overhead	Division	Task Performed	Subtotal	Bid Amount	Performed by	Total	Notes
1.075			\$	595,928.16	Total Breakeven	\$ 643,910.27	
		Overhead 7.5%	\$	43,982.11			

Profit 7.50% 92.50%
Total \$ 696,119.21
Profit Retained \$ 52,208.94