



City of Etna

AGENDA FOR THE SPECIAL MEETING OF THE ETNA CITY COUNCIL

DATE OF THE MEETING: October 7, 2025

TIME OF THE MEETING: 6:00 pm

PLACE OF THE MEETING: 442 Main Street Etna, CA

1. **Call to Order**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **Public Comment** - Comment at a special meeting is limited to only those items on this agenda. General comment cannot be heard at this meeting.
3. **CURRENT BUSINESS:**
 - a. Discuss/Approve Water System Improvements Project Contract Award (Project #: EDWG-470004-001C) in Total Amount of \$5,675,268.00 to Shasta Services, Inc. Dba Timberworks
4. **CITY COUNCIL STATEMENTS AND REQUESTS**
5. **ADJOURNMENT**

Zoom Teleconference Information:

Phone: 1-669-444-9171 US Meeting ID: 868 5625 4994

<https://us06web.zoom.us/j/86856254994>

The City of Etna does not discriminate based on disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings are available. If any accommodations are needed, please contact Pamela Eastlick at 530-467-5256 p.eastlick@etnaca.com. Requests should be made as soon as possible but recommended between three days to one week prior to the scheduled meeting.

442 Main Street • P.O. Box 460 • Etna, CA 96027

P: 530-467-5256 • F: 530-467-3217



CITY OF ETNA – WATER SYSTEM IMPROVEMENTS PROJECT
CONTRACT DOCUMENTS
PART B – CONTRACT FORMS

SECTION 00 51 00
NOTICE OF AWARD

NOTICE OF AWARD

TO: Shasta Services, Inc. Dba Timberworks
624 South Mt Shasta Blvd
Mt. Shasta, CA 96067

FOR: Construction of: **WATER SYSTEM IMPROVEMENTS PROJECT (Project #: EDWG-470004-001C)**

Your Bidder's Proposal dated August 13th, 2025, is accepted for construction of the above-named Project, for the prices set forth in said Proposal, for items included in Schedule "A", in the total amount of \$ 5,675,268.00.

You are required by the Instructions to Bidders to execute the Agreement (Contract Forms in Part B, Division 2 of these Contract Documents), and to furnish the required Performance and Payment Bonds and Certificates of Insurance, all with Fourteen (14) calendar days from the date of mailing of this Notice.

If you fail to execute the Agreement and to furnish said BONDS within Fourteen (14) days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND or such other BID SECURITY as you have provided. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this 6th day of October 2025.

CITY OF ETNA OWNER

By: Pamela Eastlick

Title: City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2025.

By _____

Title _____



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**SECTION 00 50 00
AGREEMENT FORM**

THIS AGREEMENT is between the **City of Etna 442 Main Street Etna, CA 96027**, (hereinafter called OWNER) and

Shasta Services, Inc. DbA Timberworks 624 South Mt. Shasta Blvd Mt. Shasta, CA 96067 (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK.

1.1 CONTRACTOR shall complete Work as specified or indicated in the Contract Documents. The Work is generally described as follows (this list is not exhaustive, and is provided for general reference only):

- ▢ Installation of an emergency Backup Generator System
- ▢ Demolition of existing pressure media filters, filter piping, WTP piping, Reservoir No. 1 assessor building and appurtenances
- ▢ Conversion of Reservoir No. 1 to backwash ponds with decant pump system.
- ▢ Construction of a new backwash wet well pumping system including Vertical Turbine backwash pump and controls.
- ▢ Procurement and installation of (2) – Adsorption Clarifier Filter Units and appurtenances
- ▢ Site grading, construction of WTP pad, ADA parking, walks and site appurtenances
- ▢ Construction of a metal building and the associated filtration equipment, chemical feed systems, tanks, pumps, electrical equipment, and other ancillary equipment.
- ▢ Construction of a new wet well pump system equipped with a submersible pump for filter building water supply and chlorine monitoring

2. ENGINEER.

2.1 E & S Engineers & Surveyors, Inc is hereinafter called ENGINEER and is to act as OWNER's representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES AND LIQUIDATED DAMAGES.

3.1 Contract Times:

3.1.1 CONTRACTOR will achieve Substantial Completion within 540 days from the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 540 days from the date when the Contract Times commence to run.

3.2 Liquidated Damages:

3.2.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph

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Contract Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars (\$1,500) for each day that expires after the time specified in paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

- 3.2.2 After Substantial Completion, if CONTRACTOR neglects, refuses, or fails to complete the remaining Work within the Contract Times or any proper OWNER-granted extension thereof, CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars (\$1,500) for each day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.
- 3.2.3 OWNER shall recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by OWNER.

4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work and in accordance with the conformed Bid, which is included as an Exhibit to this Agreement, an amount equal to the sum of the amounts determined pursuant to the following:

- 4.1.1 TOTAL CONTRACT PRICE:

Five Million Six Hundred Seventy-Five Thousand Two Hundred Sixty-Eight Dollars and 00/100 Cents

(\$5,675,268.00)

5. RETAINAGE.

- 5.1 OWNER shall withhold not more than 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 95 percent of the work has been completed, the OWNER may reduce the funds withheld to an amount not less than 125 percent of the estimated value of the Work yet to be completed, as determined by the OWNER, if the reduction has been approved, in writing, by the surety on the performance bond and by the surety on the payment bond.
- 5.2 CONTRACTOR may elect to substitute securities of equivalent value in accordance with the requirements and procedures of State law.

6. CONTRACTOR'S REPRESENTATIONS.

- 6.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR's representations are as set forth as follows:
 - 6.1.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and Federal, State, and Local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
 - 6.1.2 CONTRACTOR has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph 4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and

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drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents.

- 6.1.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.1.4 CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by paragraph 4.04 of the General Conditions.
- 6.1.5 CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.
- 6.1.6 CONTRACTOR has given ENGINEER written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

7. CONTRACT DOCUMENTS.

- 7.1 The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in paragraph 1.01 of the General Conditions.

8. WORKERS COMPENSATION INSURANCE.

- 8.1 By signing this Agreement I, CONTRACTOR, hereby attest that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpoint each has been delivered to OWNER, CONTRACTOR, AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

Final - 100%
October 3, 2024

AGREEMENT FORM
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OWNER: _____

CONTRACTOR: _____

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seals)

(Corporate Seals)

Address giving Notices

Address giving Notices

License No. _____

(Attach Authorization for city signature)

Agent for serving process:

(Corporations attach evidence for authority to sign)



E & S Engineers & Surveyors, Inc.

Civil Engineers & Land Surveyors
eandsengineersandsurveyors.com

329 West Miner Street
Yreka CA 96097
530.842.6813
530-842.6645 (Fax)

October 6, 2025

City of Etna
Main Street
Etna, CA 96027

Re: Water System Improvements Project - Award of Contract

Ladies and Gentlemen:

This is to advise you that we have verified the unit price extensions and reviewed the bids received August 13, 2025, for the subject project. We have checked the proposal submitted by Shasta Services, Inc. DbA: Timberworks. It appears that their proposal is all complete and their license and DIR registration are clear for performing the work. I have also checked the listed subcontractor's licenses and DIR registrations, and they are also clear.

Shasta Services, Inc. DbA: Timberworks of Mt. Shasta, CA was the low bidder for the combination of Bid Schedule A in the amount of \$5,675,268.00.

I recommend the award to the low bidder, Shasta Services, Inc. DbA: Timberworks, for the project.

The city will need to send a Notice of Award, signed, and two original copies, unsigned, of the contract forms to the Contractor.

The Contractor should provide the signed contract and bond(s) to the City within 14 calendar days. After receipt of bonds and signed contract from the contractor, the City of Etna can then sign the Contract forms and enter contract.

Let us know if you have any questions regarding the bids or budget numbers.

Respectfully submitted,

Morgan D. Eastlick, P.E. 62963
City Engineer