

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

FRANKLIN CONSTRUCTION, INC.
(Contractor)

STORMWATER GRANT PROGRAM – ELEMENTS 1 & 4:
MUNICIPAL PARKING LOT 5 & LOST PARK
(Project Title)

853-000-8800/50020-853-4150 & MAJGNC/50286-300-4150
(Budget Account Numbers)

THIS CONTRACT is executed on November 19, 2015, between the CITY OF CHICO, (City), and FRANKLIN CONSTRUCTION, INC., 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 September 21, 2015
2. CITY OF CHICO STANDARD GENERAL PROVISIONS dated 8/21/15
3. SPECIAL PROVISIONS entitled “Stormwater Grant Program – Elements 1 & 4: Municipal Parking Lot 5 & Lost Park”
4. PROPOSAL dated October 14, 2015
5. CONTRACT PLANS entitled “Chico Stormwater Grant Program Project 1 & 4”

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, MAY 2006
2. STANDARD SPECIFICATIONS 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.

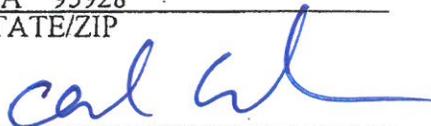
ARTICLE IV - It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contract, then this instrument shall control, and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the parties hereto have executed these presents in the day and year first above written.

Franklin Construction, Inc.
CONTRACTOR

217 Flume Street, Suite 200
ADDRESS

Chico, CA 95928
CITY/STATE/ZIP

By: 
Signature

Clark Gardner, Vice President
TITLE

License No. 567469 Class A, C12 & C27
CONTRACTOR'S LICENSE NO.

REVIEWED AS TO CONTENT:

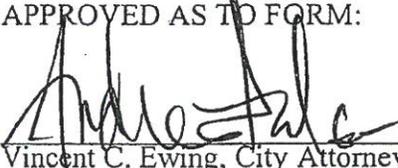
Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human Resources, 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*

*Approved pursuant to The Charter of the City of Chico § 906(D)

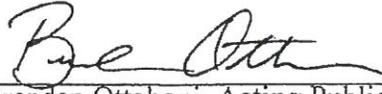
APPROVED AS TO CONTENT:

Brendan Ottoboni, Acting Public Works Director - Engineering

EXHIBIT "A"
CONTRACTOR'S COMPENSATION SCHEDULE

FOR

STORMWATER GRANT PROGRAM – ELEMENTS 1 & 4:
MUNICIPAL PARKING LOT 5 & LOST PARK
 (Project Title)

853-000-8800/50020-853-4150 & MAJGNC/50286-300-4150
 (Budget Account Numbers)

A. Stormwater Low Impact Development Components (MAJGNC/50286-300-4150)

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	1	LS	\$7,000.00	\$7,000.00
2.	Stormwater BMPs	1	LS	\$2,000.00	\$2,000.00
3.	Safety Fencing	860	LF	\$3.25	\$2,795.00
4.	Excavation & Grading	315	CY	\$55.00	\$17,325.00
5.	Sawcut & Remove Asphalt	5298	SF	\$0.50	\$2,649.00
6.	Flush Concrete Curb	874	LF	\$24.00	\$20,976.00
7.	Permeable Pavers, including Base Courses	5187	SF	\$13.00	\$67,431.00
8.	Overflow Structure to Catch Basins	5	EA	\$1,100.00	\$5,500.00
9.	12" x 12" Concrete Catch Basin	6	EA	\$1,750.00	\$10,500.00
10.	10" HDPE Pipe	117	LF	\$42.00	\$4,914.00
11.	10" Perforated Pipe	170	LF	\$63.00	\$10,710.00
12.	Aggregate Backfill for Pipe	32	TN	\$42.00	\$1,344.00
13.	Geotextile Fabric	736	SY	\$2.00	\$1,472.00
14.	Planting Area Soil Preparation/Amendment	1634	SF	\$6.50	\$10,621.00
15.	Bark Mulch	1634	SF	\$1.50	\$2,451.00
16.	Shrubs – 1 Gallon	172	EA	\$25.00	\$4,300.00
17.	LEIT-2 Irrigation Controller	1	EA	\$1,000.00	\$1,000.00
18.	Irrigation System	1634	SF	\$3.00	\$4,902.00
A. STORMWATER LOW IMPACT DEVELOPMENT COMPONENTS - SUBTOTAL					\$177,890.00

B. Municipal Parking Lot 5 (853-000-8800/50020-853-4150)

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.	Traffic Control & Parking Lot Closure	1	LS	\$4,750.00	\$4,750.00
2.	Clearing & Grubbing	1	LS	\$9,000.00	\$9,000.00
3.	Remove Concrete (Curb)	36	LF	\$8.00	\$288.00
4.	Remove Concrete (Flatwork)	195	SF	\$5.80	\$1,131.00
5.	Hot Mix Asphalt	105	TN	\$260.00	\$27,300.00
6.	Surface Preparation	5050	SY	\$0.90	\$4,545.00
7.	Slurry Seal	5050	SY	\$5.00	\$25,250.00
8.	Thermoplastic Pavement Markings	215	SF	\$8.60	\$1,849.00
9.	Thermoplastic Traffic Lines	2705	LF	\$2.00	\$5,410.00
10.	Accessible Parking Stall Striping & Signage	6	EA	\$500.00	\$3,000.00
11.	Accessible Parking Lot Entrance Sign (R100B CA)	4	EA	\$470.00	\$1,880.00
12.	Install Std. S-2 Vertical Curb	36	LF	\$32.00	\$1,152.00
13.	Install Std. S-8 Storm Drain Marker	3	EA	\$175.00	\$525.00
14.	Decomposed Granite	395	SF	\$10.00	\$3,950.00
B. MUNICIPAL PARKING LOT 5 - SUBTOTAL					\$90,030.00
GRAND TOTAL					\$267,920.00