

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

FRANKLIN CONSTRUCTION, INC.

(Contractor)

COMANCHE CREEK IMPROVEMENT PROJECT

(Project Title)

300-000-8800/50282-300-4150

(Budget Account Number)

THIS CONTRACT is executed on _____, 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 January 28, 2016
2. CITY OF CHICO STANDARD GENERAL PROVISIONS dated October 23, 2015
3. SPECIAL PROVISIONS entitled "Comanche Creek Improvement Project"
4. PROPOSAL dated February 18, 2016
5. CONTRACT PLANS entitled "Comanche Creek Improvement Project"

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.

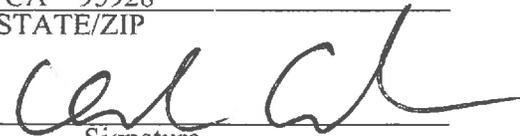
ARTICLE IV - It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contract, then this instrument shall control, and nothing herein shall be considered as acceptance of the said terms of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

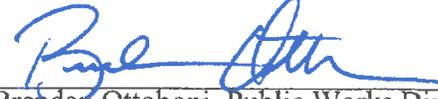

Brendan Ottoboni, Public Works Director
- Engineering

EXHIBIT "A"
CONTRACTOR'S COMPENSATION SCHEDULE
 FOR
COMANCHE CREEK IMPROVEMENT PROJECT
 (Project Title)

300-000-8800/50282-300-4150
 (Budget Account Number)

Item No.	Description	Unit	Quantity	Unit Price	Cost
A. <u>BASE BID</u>					
1.	Traffic Control	LS	1	\$ 12,000.00	\$ 12,000.00
2.	Construction Layout & Staking	LS	1	\$ 11,000.00	\$ 11,000.00
3.	SWPPP (Plan & Implementation)	LS	1	\$ 20,000.00	\$ 20,000.00
4.	Clearing & Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00
5.	Remove Concrete Sidewalk	SF	1363	\$ 2.00	\$ 2,726.00
6.	Remove Concrete Curb & Gutter	LF	109	\$ 5.00	\$ 545.00
7.	Remove Metal Beam Guard Rail (MBGR)	LF	70	\$ 25.00	\$ 1,750.00
8.	Install MBGR Post & Type C Terminus	EA	1	\$ 3,100.00	\$ 3,100.00
9.	Remove Existing AC Dike	LF	86	\$ 2.00	\$ 172.00
10.	Remove Existing AC	SF	2690	\$ 1.00	\$ 2,690.00
11.	Remove Fence	LF	297	\$ 6.00	\$ 1,782.00
12.	Remove Gate	EA	1	\$ 600.00	\$ 600.00
13.	Tree Removal	EA	14	\$ 300.00	\$ 4,200.00
14.	Type ESA Fencing (Orange Plant Protection)	LF	900	\$ 4.00	\$ 3,600.00
15.	Type SILT Fencing (ESA Delineation Area)	LF	400	\$ 8.00	\$ 3,200.00
16.	Keystone Retaining Wall	LF	65	\$ 145.00	\$ 9,425.00
17.	8"-Diameter HPDE Pipe	LF	56	\$ 85.00	\$ 4,760.00

Item No.	Description	Unit	Quantity	Unit Price	Cost
18.	12"-Diameter HDPE Pipe	LF	20	\$ 85.00	\$ 1,700.00
19.	4" PVC Conduit Sleeve	LF	50	\$ 15.00	\$ 750.00
20.	6" PVC Conduit Sleeve	LF	40	\$ 20.00	\$ 800.00
21.	ADA Parking Stall & Walkway	SF	500	\$ 10.00	\$ 5,000.00
22.	Caltrans Type A Curb Ramp	EA	4	\$ 1,800.00	\$ 7,200.00
23.	Caltrans Type C Curb Ramp	EA	1	\$ 1,800.00	\$ 1,800.00
24.	City Std S-1 PCC Curb & Gutter	LF	112	\$ 43.00	\$ 4,816.00
25.	City Std S-2 PCC Sidewalk	SF	1024	\$ 9.00	\$ 9,216.00
26.	City Std S-5C PCC Curbed Driveway	SF	580	\$ 13.00	\$ 7,540.00
27.	Concrete Amenity Pads	SF	1115	\$ 9.00	\$ 10,035.00
28.	Bike Path Light Standard	EA	7	\$ 3,000.00	\$ 21,000.00
29.	Bike Path Light Standard – Elevated	EA	2	\$ 3,400.00	\$ 6,800.00
30.	#5 Electrical Pullbox	EA	13	\$ 700.00	\$ 9,100.00
31.	1-1/2" Electrical Conduit	LF	845	\$ 7.00	\$ 5,915.00
32.	#8C Conductor	LF	1690	\$ 2.00	\$ 3,380.00
33.	Drinking Fountain	LS	1	\$ 11,000.00	\$ 11,000.00
34.	Class "A" 5'-Wide Path	LF	2435	\$ 11.00	\$ 26,785.00
35.	Class "A" 8'-Wide Trail	LF	600	\$ 16.00	\$ 9,600.00
36.	Class 1 Bicycle Path	LF	568	\$ 63.00	\$ 35,784.00
37.	Aggregate Base	TN	415	\$ 44.00	\$ 18,260.00
38.	Hot Mix Asphalt	TN	75	\$ 70.00	\$ 5,250.00
39.	Structural Concrete	CY	32	\$ 1,700.00	\$ 54,400.00
40.	24" CIDH Pile	LF	150	\$ 525.00	\$ 78,750.00
41.	Set Pedestrian Bridge	LS	1	\$ 12,000.00	\$ 12,000.00
42.	Light Weight Concrete	CY	18	\$ 850.00	\$ 15,300.00

Item No.	Description	Unit	Quantity	Unit Price	Cost
43.	Picnic Table (ADA)	EA	2	\$ 1,600.00	\$ 3,200.00
44.	Picnic Table (Standard)	EA	2	\$ 1,675.00	\$ 3,350.00
45.	Park Bench	EA	4	\$ 1,150.00	\$ 4,600.00
46.	Bike Rack	EA	12	\$ 250.00	\$ 3,000.00
47.	Trash Receptacle	EA	3	\$ 1,300.00	\$ 3,900.00
48.	Dogi-pot Dispenser	EA	3	\$ 450.00	\$ 1,350.00
49.	Medium Kiosk	EA	1	\$ 1,250.00	\$ 1,250.00
50.	Large Kiosk	EA	3	\$ 1,550.00	\$ 4,650.00
51.	Bicycle Bollard	EA	5	\$ 250.00	\$ 1,250.00
52.	Split Rail Fence	LF	355	\$ 13.00	\$ 4,615.00
53.	Redwood Header	LF	748	\$ 7.00	\$ 5,236.00
54.	Traffic Signal Modifications	LS	1	\$ 23,680.00	\$ 23,680.00
55.	Electrical Service Connections	EA	3	\$ 500.00	\$ 1,500.00
56.	R26 No Parking Sign	EA	2	\$ 350.00	\$ 700.00
57.	Bike Route Sign	EA	2	\$ 300.00	\$ 600.00
58.	Bike Path Sign Assembly	EA	5	\$ 300.00	\$ 1,500.00
59.	Thermoplastic Stripe, Detail 9	LF	510	\$ 0.50	\$ 255.00
60.	Thermoplastic Stripe, Detail 22	LF	1035	\$ 1.60	\$ 1,656.00
61.	Thermoplastic Stripe, Detail 24	LF	156	\$ 0.75	\$ 117.00
62.	Thermoplastic Stripe, Detail 37B	LF	135	\$ 1.00	\$ 135.00
63.	Thermoplastic Stripe, Detail 38	LF	465	\$ 1.00	\$ 465.00
64.	Thermoplastic Stripe, Detail 38A	LF	12	\$ 1.00	\$ 12.00
65.	Thermoplastic Stripe, Detail 38B	LF	445	\$ 2.00	\$ 890.00
66.	Thermoplastic Stripe, Detail 39	LF	385	\$ 0.60	\$ 231.00
67.	Thermoplastic Stripe, Detail 39A	LF	100	\$ 0.60	\$ 60.00

Item No.	Description	Unit	Quantity	Unit Price	Cost
68.	Thermoplastic Stripe, Detail 40	LF	60	\$ 2.00	\$ 120.00
69.	Thermoplastic Markings	SF	834	\$ 4.00	\$ 3,336.00
BASE BID - SUBTOTAL:					\$ 525,389.00

B. ADDITIVE BID

1.	Construction Layout & Staking	LS	1	\$ 700.00	\$ 700.00
2.	Clearing & Grubbing	LS	1	\$ 400.00	\$ 400.00
3.	Remove Metal Beam Guard Rail (MBGR)	LF	10	\$ 150.00	\$ 1,500.00
4.	Install MBGR Post & Type C Terminus	EA	2	\$ 1,900.00	\$ 3,800.00
5.	Remove Existing AC Dike	LF	12	\$ 2.00	\$ 24.00
6.	4" PVC Conduit Sleeve	LF	60	\$ 35.00	\$ 2,100.00
7.	Bike Path Light Standard	EA	1	\$ 3,000.00	\$ 3,000.00
8.	1-1/2" Electrical Conduit	LF	125	\$ 68.00	\$ 8,500.00
9.	#8C Conductor	LF	125	\$ 2.00	\$ 250.00
10.	Class 1 Bicycle Path	LF	155	\$ 86.00	\$ 13,330.00
11.	Bicycle Bollard	EA	2	\$ 310.00	\$ 620.00
12.	Split Rail Fence	LF	50	\$ 13.00	\$ 650.00
13.	Install Sign Assembly	EA	2	\$ 300.00	\$ 600.00
14.	Thermoplastic Detail 24 Striping	LF	160	\$ 0.65	\$ 104.00
15.	Thermoplastic 8" White Striping	LF	16	\$ 1.00	\$ 16.00

ADDITIVE BID - SUBTOTAL:					\$ 35,594.00
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BASE BID & ADDITIVE BID - TOTAL:					\$ 560,983.00
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