

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

FRANKLIN CONSTRUCTION, INC.

(Contractor)

LITTLE CHICO CREEK BIKE PATH – PHASE II

(Project Title)

300-000-8800/12058-300-4150

(Budget Account Number)

THIS CONTRACT is executed on FEBRUARY 1, 2022, 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 November 16, 2021.
2. SPECIAL PROVISIONS dated November 16, 2021.
3. SPECIAL PROVISIONS entitled “LITTLE CHICO CREEK BIKE PATH – PHASE II” located at BIKE PATH BETWEEN HUMBOLDT AVE. AND CLEVELAND AVE., CHICO, CALIFORNIA
4. PROPOSAL dated December 8, 2021.
5. CONTRACT PLANS dated: November 16, 2021

6. CONTRACT PLANS entitled "LITTLE CHICO CREEK BIKE PATH – PHASE II" located at BIKE PATH BETWEEN HUMBOLDT AVE. AND CLEVELAND AVE., CHICO, CALIFORNIA

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 AND STANDARD PLANS, DATED 2018
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, REVISED STANDARD SPECIFICATIONS, CURRENT VERSION
3. STANDARD PLANS 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 St., Ste. 200  
ADDRESS

Chico CA 95928  
CITY/STATE/ZIP

By: \_\_\_\_\_

Signature

Senior Vice President  
TITLE

567469  
CONTRACTOR'S LICENSE NO.

CITY OF CHICO, A Municipal Corporation

By: Mark Orme

Purchasing Officer\*

\*Bid awarded by Purchasing Officer per Section 3.20.060 of the Chico Municipal Code.

APPROVED AS TO FORM:

Vincent C. Ewing  
Vincent C. Ewing, City Attorney\*

\*Pursuant to The Charter of the City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:

  
\_\_\_\_\_  
Scott Dowell, Administrative Services Director\*

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leigh Ann Sutton, Public Works Director,  
Engineering

\*Reviewed by Finance and Information Systems

EXHIBIT "A"  
CONTRACTOR'S COMPENSATION SCHEDULE  
FOR  
LITTLE CHICO CREEK BIKE PATH – PHASE II  
(Project Title)

300-000-8800/12058-300-4150  
(Budget Account Number)

Item	Description	Quantity	Unit	Unit Price	Total
1	Construction Layout and Staking	1	LS	\$24,000.00	\$24,000.00
2	Clearing & Grubbing	1	LS	59,000.00	59,000.00
3	Mobilization	1	LS	54,000.00	54,000.00
4	Job Site Management	1	LS	32,000.00	32,000.00
5	Temporary Traffic Control	1	LS	3,500.00	3,500.00
6	Water Pollution Control	1	LS	12,000.00	12,000.00
7	Tree Removal	8	EA	1,700.00	13,600.00
8	Parking Area	1	LS	15,900.00	15,900.00
9	Concrete Removal	845	SF	5.00	4,225.00
10	Lower and Raise Manhole rim and cover	1	EA	3,900.00	3,900.00
11	Lower and Raise Water Valve Access lid	3	EA	1,920.00	5,760.00
12	Remove Fencing	140	LF	36.00	5,040.00
13	Temporary High-Visibility Fence	1	LS	10,000.00	10,000.00
14	Rock Slope Protection (Class III, Method B)	160	TON	88.00	14,080.00
15	Rock Slope Protection Fabric (Class 8)	280	SY	20.00	5,600.00

Item	Description	Quantity	Unit	Unit Price	Total
16	Hot Mix Asphalt (Type A)	150	TON	\$216.00	\$32,400.00
17	Class 2 Aggregate Base	360	TON	52.00	18,720.00
18	Minor Concrete (Bike Path)	2,450	SF	10.00	24,500.00
19	Minor Concrete (ADA Parking Area)	410	SF	11.00	4,510.00
20	Minor Concrete (Post Curb)	95	LF	58.00	5,510.00
21	Install Truncated Domes	3	EA	1,420.00	4,260.00
22	Thermoplastic Traffic Stripe	560	LF	5.25	2,940.00
23	Thermoplastic Pavement Markings	100	SF	9.45	945.00
24	Roadside Sign	4	EA	300.00	1,200.00
25	Relocate Roadside Sign	2	EA	355.00	710.00
26	Bike Path Gate systems	3	EA	6,300.00	18,900.00
27	Landscape Rocks	13	EA	368.00	4,784.00
28	Relocate streetlight	1	EA	3,630.00	3,630.00
29	#5 Pull Box	18	EA	300.00	5,400.00
30	2" Conduit	1,400	LF	73.00	102,200.00
31	Conductor	4,500	LF	6.55	29,475.00
32	Bike Path Light with Foundation	39	EA	5,700.00	222,300.00
33	Bike Path light on Retaining Walls	2	EA	5,360.00	10,720.00
34	Hydroseed	6,300	SF	0.77	4,851.00
35	4" PVC Irrigation Sleeve	56	LF	65.00	3,640.00
36	Structure Excavation (Bridge)	35	CY	245.00	8,575.00

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
37	Structure Excavation (Retaining Wall)	113	CY	\$228.00	\$25,764.00
38	Structure Backfill (Bridge)	22	CY	396.00	8,712.00
39	Structure Backfill (Retaining Wall)	137	CY	187.00	25,619.00
40	24" Cast-In-Drilled-Hole Concrete Piling	120	LF	520.00	62,400.00
41	Structural Concrete, Bridge	25	CY	2,600.00	65,000.00
42	Structural Concrete, Retaining Wall	76	CY	1,200.00	91,200.00
43	Lightweight Concrete	25	CY	860.00	21,500.00
44	Bar Reinforcing Steel (Bridge)	12,101	LB	2.00	24,202.00
45	Bar Reinforcing Steel (Retaining Wall)	7,677	LB	2.00	15,354.00
46	Furnish Prefabricated Bridge	1	EA	198,000.00	198,000.00
47	Erect Prefabricated Bridge	1	EA	29,100.00	29,100.00
48	Miscellaneous Metal	96	LB	5.00	480.00
49	Handrailing	150	LF	425.00	63,750.00
<b>TOTAL</b>					<b>\$1,403,856.00</b>

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

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(Contractor)

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(Project Title)

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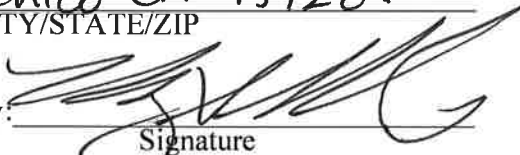
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Senior Vice President  
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Purchasing Officer\*

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