

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

FRANKLIN CONSTRUCTION, INC.

(Contractor)

COMANCHE CREEK GREENWAY IMPROVEMENT PROJECT  
PHASE 2 AND LANDSCAPING SOUTHEAST TRUNK SEWER

PROJECT 17-A

(Project Title)

MAJGC/50365-300-4150 AND 320-000-8800/50366-320-4150

(Budget Account Numbers)

THIS CONTRACT is executed on March 2, 2020, between the CITY OF CHICO, (City), and FRANKLIN CONSTRUCTION, INC., a 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 December 11, 2019.
2. CITY OF CHICO STANDARD GENERAL PROVISIONS dated December 9, 2019.
3. SPECIAL PROVISIONS entitled "Comanche Creek Greenway Improvement Project Phase 2 and Landscaping Southeast Trunk Sewer Project 17-A" located at Midway to Estes Road, Chico, California.

4. PROPOSAL dated January 21, 2020.
5. CONTRACT PLANS entitled "Comanche Creek Greenway Improvement Project Phase 2 and Southeast Trunk Sewer Project 17-A Tree Mitigation and Planting Plan" located at Midway to Estes Road, 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 2015
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, REVISED STANDARD SPECIFICATIONS, Dated 04-20-18
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

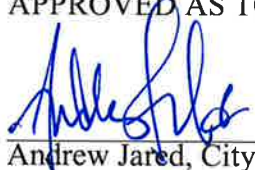
By:   
Signature

Senior Vice President  
TITLE

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:  
  
Andrew Jared, City Attorney\*

CONTRACTOR'S LICENSE NO.

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


REVIEWED AS TO CONTENT:



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

\*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Brendan Ottoboni, Public Works Director -  
Engineering

EXHIBIT "A"  
CONTRACTOR'S COMPENSATION SCHEDULE  
FOR

COMANCHE CREEK GREENWAY IMPROVEMENT PROJECT  
PHASE 2 AND LANDSCAPING SOUTHEAST TRUNK SEWER  
PROJECT 17-A  
(Project Title)

MAJGC//50365-333-4150 AND 320-000-8800/50366-320-4150  
(Budget Account Numbers)

**Comanche Creek Greenway Improvement Project Phase 2**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Construction Surveys	1	LS	\$28,500.00	\$28,500.00
2	Mobilization	1	LS	\$75,200.00	\$75,200.00
3	Temporary Traffic Control	1	LS	\$12,860.00	\$12,860.00
4	Funding Acknowledgement Sign	1	EA	\$2,120.00	\$2,120.00
5	Jobsite Management	1	LS	\$930.00	\$930.00
6	Water Pollution Control	1	LS	\$1,600.00	\$1,600.00
7	Temporary Silt Fence	500	LF	\$9.60	\$4,800.00
8	Health and Safety Plan	1	LS	\$5,295.00	\$5,295.00
9	Remove Metal Beam Guard Rail	189	LF	\$21.00	\$3,969.00
10	Remove Concrete (Sidewalk)	426	SF	\$8.00	\$3,408.00
11	Remove Concrete (Curb and Gutter)	102	LF	\$33.00	\$3,366.00
12	Adjust Frames and Covers and Frames and Grates to Grade	10	EA	\$2,995.00	\$29,950.00
13	Relocate Bollard	4	EA	\$315.00	\$1,260.00
14	Relocate Sign and Post	3	EA	\$315.00	\$945.00
15	Adjust Water Valve to Grade	1	EA	\$2,850.00	\$2,850.00
16	Temporary High-Visibility Fence (Type ESA)	502	LF	\$18.00	\$9,036.00
17	Clearing and Grubbing	1	LS	\$36,825.00	\$36,825.00
18	Landscape Boulder (2-Ton)	6	EA	\$110.00	\$660.00
19	Hydroseed	6,090	SY	\$1.50	\$9,135.00
20	Aggregate Base	125	TN	\$131.00	\$16,375.00
21	Remove Asphalt Concrete Dike	191	LF	\$17.00	\$3,247.00
22	Hot Mix Asphalt	35	TN	\$148.00	\$5,180.00
23	Keystone Retaining Wall	128	LF	\$84.00	\$10,752.00
24	Timber Retaining Wall	57	LF	\$49.00	\$2,793.00
25	12-Inch Dia. H.D.P.E. Storm Drain Pipe	36	LF	\$249.00	\$8,964.00
26	12-Inch Dia. Flared End Section	2	EA	\$210.00	\$420.00

27	City Std. S-1 P.C.C Sidewalk	2,552	SF	\$9.00	\$22,968.00
28	City Std. S-2 P.C.C Curb & Gutter	326	LF	\$46.00	\$14,996.00
29	City Std. S-27 P.C.C Handicap Ramp (Modified Case C)	2	EA	\$2,100.00	\$4,200.00
30	City Std. S-27 P.C.C Handicap Ramp (Modified Case F)	4	EA	\$4,000.00	\$16,000.00
31	Minor Concrete (Amenity Pad)	702	SF	\$11.50	\$8,073.00
32	Class I Bike Path	3,958	LF	\$46.00	\$182,068.00
33	Class A Path 10'	1,488	LF	\$65.00	\$96,720.00
34	Class A Path 5'	150	LF	\$68.00	\$10,200.00
35	Bike Path Light Standard	29	EA	\$5,000.00	\$145,000.00
36	No. 5 Pull Box	26	EA	\$790.00	\$20,540.00
37	1 1/2" Electrical Conduit	4,020	LF	\$20.00	\$80,400.00
38	No. 8C Conductor	4,685	LF	\$5.00	\$23,425.00
39	Modify Manhole	1	EA	\$8,170.00	\$8,170.00
40	Traffic Signal Modification	1	LS	\$39,680.00	\$39,680.00
41	Park Amenity - Picnic Table	2	EA	\$1,920.00	\$3,840.00
42	Park Amenity - Bench	3	EA	\$1,800.00	\$5,400.00
43	Park Amenity - Kiosk	2	EA	\$8,300.00	\$16,600.00
44	Park Amenity - Picnic Shelter	1	EA	\$28,125.00	\$28,125.00
45	Drinking Fountain	1	EA	\$10,500.00	\$10,500.00
46	Split Rail Fence	174	LF	\$30.00	\$5,220.00
47	Relocate Split Rail Fence	61	LF	\$22.00	\$1,342.00
48	Roadside Sign	5	EA	\$315.00	\$1,575.00
49	Bicycle Barrier Post	1	EA	\$790.00	\$790.00
50	Thermoplastic Traffic Stripe	292	LF	\$9.50	\$2,774.00
51	Thermoplastic Pavement Marking	286	SF	\$10.00	\$2,860.00
52	Clearing and Grubbing hydroseed, cobble, and shrub areas (Otterson)	22,220	SF	\$0.30	\$6,666.00
53	Clearing and Grubbing at shrub area (Midway and Hegan)	6,787	SF	\$0.30	\$2,036.10
54	Clearing and Grubbing at tree sites (5'x5' centered on tree)	2,150	SF	\$2.00	\$4,300.00
55	Gravel Removal (Midway and Hegan)	1,266	SF	\$2.50	\$3,165.00
56	Rip and Cross-Rip Hydroseed Area (Otterson)	22,220	SF	\$0.20	\$4,444.00
57	Rip and Cross-Rip Hydroseed Area (Midway and Hegan)	6,787	SF	\$0.20	\$1,357.40
58	Finish Grade/Soil Preparation	31,157	SF	\$0.35	\$10,904.95
59	Tree Planting - 15 Gallon	110	EA	\$210.00	\$23,100.00
60	Shrub Planting - 5 Gallon	97	EA	\$37.00	\$3,589.00
61	Shrub Planting - 1 Gallon	4	EA	\$19.00	\$76.00
62	Wildflower Hydroseed	17,836	SF	\$0.53	\$9,453.08
63	Weed Control - Pre-clear and Grub	31,757	SF	\$0.11	\$3,493.27
64	Weed Control - Pre-emergent at Shrub Area	10,475	SF	\$0.11	\$1,152.25
65	Weed Control - Pre-emergent at Tree Planting Sites (5'x5' on center)	2,150	SF	\$0.37	\$795.50
66	Wood Chip Mulch at Tree Sites (5'x5' centered on tree)	24	CY	\$105.00	\$2,520.00
67	Wood Chip Mulch at Trees at Shrub Area	97	CY	\$105.00	\$10,185.00
68	Cobble Groundcover (Otterson)	695	SF	\$4.20	\$2,919.00
69	Planting Maintenance (90-Day)	31,757	SF	\$0.10	\$3,175.70

70	Water Point of Connection - Water Meter	3	EA	\$315.00	\$945.00
71	Backflow Preventer	4	EA	\$420.00	\$1,680.00
72	Quick Coupler Valve	19	EA	\$105.00	\$1,995.00
73	Pressure Mainline	2,600	LF	\$5.00	\$13,000.00
74	Conduit	1,650	LF	\$5.00	\$8,250.00
75	Isolation Valve	4	EA	\$210.00	\$840.00
76	Irrigation Conduit Sleeve	60	LF	\$10.50	\$630.00
77	Non-Pressure Lateral Pipe	3,600	LF	\$3.70	\$13,320.00
78	Remote Control Drip Valve	9	EA	\$420.00	\$3,780.00
79	Battery Powered Controller	9	EA	\$420.00	\$3,780.00
80	Dripperline	1,100	LF	\$2.10	\$2,310.00
81	Dripperline at Trees	110	EA	\$5.50	\$605.00
82	Emitters on Dripperline	202	EA	\$6.50	\$1,313.00
83	Mainline, Conduit, or Lateral Stub Out	9	EA	\$131.00	\$1,179.00
84	Flush Valve	13	EA	\$26.00	\$338.00
85	Transition to Drip	7	EA	\$26.00	\$182.00
86	Boring	30	LF	\$112.00	\$3,360.00
87	Irrigation Maintenance (90-Day)	31,757	SF	\$0.12	\$3,810.84
88	Excavation	76	CY	\$488.00	\$37,088.00
<b>Comanche Creek Greenway Improvement Project Phase 2 Bid total:</b>					<b>\$1,223,644.09</b>

**Landscaping Southeast Trunk Sewer Project 17-A**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing (5'x5' centered on tree)	1,125	SF	\$0.37	\$416.25
2	Finish Grade/Soil Preparation	1,125	SF	\$0.37	\$416.25
3	Tree Planting - 15 Gallon	33	EA	\$210.00	\$6,930.00
4	Tree Planting on Slope - 15 Gallon	12	EA	\$210.00	\$2,520.00
5	Jute Netting at Trees on Slope	300	SF	\$10.50	\$3,150.00
6	Weed Control - Pre-emergent at Tree Planting Sites (5'x5' on center)	1,125	SF	\$0.20	\$225.00
7	Wood Chip Mulch (5'x5' centered on tree)	10	CY	\$105.00	\$1,050.00
8	Planting Maintenance (90-Day)	1,125	SF	\$0.10	\$112.50
9	Irrigation Conduit Sleeve	15	LF	\$105.00	\$1,575.00
10	Non-Pressure Lateral Pipe	2,660	LF	\$3.50	\$9,310.00
11	Dripperline at Trees	45	EA	\$5.00	\$225.00
12	Irrigation Maintenance (90-Day)	1,125	SF	\$0.10	\$112.50
<b>Landscaping Southeast Trunk Sewer Project 17-A Bid Total:</b>					<b>\$26,042.50</b>

**TOTAL BASE BID**

**\$1,249,686.59**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Butte )

On February 14, 2020 before me, Jaime Prickett, Notary Public  
(insert name and title of the officer)

personally appeared Rodney S. Winkle  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jaime Prickett* (Seal)

