**COUNTY OF BUTTE
STATE OF CALIFORNIA**

DEPARTMENT OF PUBLIC WORKS

CONTRACT

FOR

CONSTRUCTION OF SKYWAY LOOKOUT POINT PARKING AND PEDESTRIAN VIEWING FACILITY

THIS AGREEMENT, made and concluded this _____ day of _____, Two Thousand and _____, between the County of Butte, party of the first part and

_____Contractor, party of the second part.

ARTICLE I.--Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Public Works, construction of the parking and pedestrian viewing facility at Lookout Point on the Skyway all in accordance with the Special Provisions, and also in accordance with the Standard Specifications of the State of California, Department of Transportation dated May 2006, the Standard Plans of the State of California, Department of Transportation dated May 2006, Section 1777.5 of the Labor Code concerning employment of apprenticed, the "Labor Surcharge and Equipment Rental Rates" in effect on the date the work is accomplished and the "General Prevailing Wage Rates" of the State of California, Department of Industrial Relations, which said Special Provisions, Standard Plans, Standard Specifications, labor surcharge, equipment rental rates and wage rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans hereto annexed entitled: **"County of Butte, Department of Public Works, Plans for the Construction of Skyway Lookout Point Parking and Pedestrian Viewing Facility; Project No. RPSTPLE-5912(070); County Project No. 51261-2-2005-1,"** and which set of plans is hereby made a part of this contract.

ARTICLE II.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; 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 obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Butte and for all risks of every description 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 Engineer under them to wit:

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price In Figures	Total In Figures
1	Clearing and Grubbing	LS	1		
2	Develop Water Supply	LS	1		
3	Prepare Storm Water Pollution Prevention Plan	LS	1		
4	Water Pollution Control	LS	1		
5	Pavement Grinding	LS	1		
6	Traffic Control	LS	1		
7	Placement of Rock	LS	1		
8	Final Erosion Control (Type D)	LS	1		
9	Earthwork	CY	1,015		
10	17” x 13” C.S.P.A.	LF	40		
11	Aggregate Base (Class II)	TON	2,667		
12	Asphalt Concrete (Type A)	TON	565		
13	Asphalt Concrete (Open Grade)	TON	109		
14	Asphalt Concrete Misc. Areas	SY	4		
15	Asphaltic Emulsion (Fog Seal Coat)	TON	0.7		
16	Liquid Asphalt SC-250 (Prime Coat)	TON	3.2		
17	Sand Cover	TON	24		
18	StreetPrint-Color Only	SF	770		
19	Precast Concrete Bumper	EA	10		
20	Reinforced Concrete Platform	SF	200		
21	3/8” Fines (Crusher Dust)	TON	104		
22	Remove Metal Beam Guard Railing (wood post)	LF	1,100		
23	Relocate Metal Beam Guard Railing (wood post)	LF	1,100		
24	Install Metal Beam Guard Railing (wood post)	LF	36		
25	Reg, Warning & Guide Signs	EA	10		
26	4” Thermoplastic Pavement Striping	LF	3,006		
27	8” Thermoplastic Pavement Striping	LF	948		
28	Thermoplastic Pavement Markings	SF	424		
29	Pavement Markers (Retro-reflective)	EA	96		
30	Fencing – Temporary Orange Construction Mesh	LF	100		
31	4’ Black Powder-Coated Cliff Railing	LF	240		
32	Construct Type CL-4 Black Vinyl-Clad Fencing	LF	221		
33	Construct Type CL-6 Black Vinyl-Clad Fencing	LF	160		
34	Benches	EA	1		
	(SHOW TOTAL ON PAGE PF-1)		**TOTAL**		

ARTICLE III.--The said party of the first part hereby promises and agrees with the said contractor to employ, and does hereby employ, the said contractor to provide the materials and to do the 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 above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns performance of the covenants herein contained.

ARTICLE IV.---By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen'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 contract.

ARTICLE V.----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 contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI.----The statement of prevailing wages appearing in the General Prevailing Wage Rates, the labor surcharge and Equipment Rental Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there by any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

ATTEST: Clerk of the Board

_____
Clerk/Deputy

Dated:_____

COUNTY OF BUTTE

_____
Chair, Board of Supervisors

Dated: _____

APPROVED AS TO FISCAL AND BUDGETARY CONTROL

_____
Auditor-Controller,
Butte County

Dated: _____

_____
Director of Public Works
RCE C41977 (Lic. Expires 3/31/2008)

Dated: _____

APPROVED AS TO FORM

_____
County Counsel

Dated: _____

CONTRACTOR

By: _____

Title: _____

Date: _____