



CITY OF SACRAMENTO

June 30th, 1981

REAL ESTATE AND STREET ASSESSMENTS DIVISION
915 I STREET
CITY HALL ROOM 207

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5626

CITY MANAGER'S OFFICE

RECEIVED

IRVIN E. MORAES
REAL ESTATE SUPERVISOR

JUN 24 1981

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Approval of Private Contract for Brookfield
Meadow Unit No. 1, Improvement Proceeding No.
5158

BACKGROUND INFORMATION

As a condition of approval of the tentative subdivision map for Brookfield Meadow Unit No. 1, attached is a private contract between Valley Construction Company, as owner, and Teichert Construction, as contractor, for the construction of the subdivision improvements.

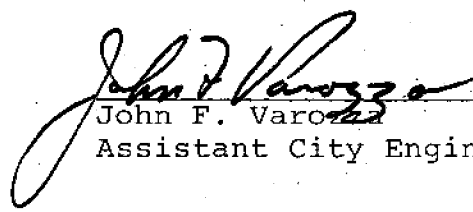
FINANCIAL DATA

There is no cost or income to the City.

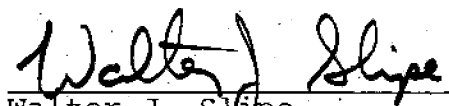
RECOMMENDATION

It is recommended that said attached contract be approved.

Respectfully submitted,


John F. Varozza
Assistant City Engineer

Recommendation Approved


Walter J. Slupe
City Manager

JFV:CGP:bb
Attachment
File # 5158

APPROVED
BY THE CITY COUNCIL

JUN 30 1981

OFFICE OF THE
CITY CLERK

June 30th, 1981
DISTRICT NO. 7

AGREEMENT

AGREEMENT between VALLEY CONSTRUCTION COMPANY and TEICHERT CONSTRUCTION for construction of improvements benefiting real property known as BROOKFIELD MEADOW UNIT NO. 1.

This AGREEMENT, made and entered into this 19 day of May, 1981, by and between VALLEY CONSTRUCTION COMPANY hereinafter referred to as "CONTRACTOR", and TEICHERT CONSTRUCTION, hereinafter referred to as "SUB-CONTRACTOR".

WITNESSETH

WHEREAS, CONTRACTOR is the owner of, or is authorized to perform work on certain lands which are proposed to be improved and developed, which lands are situated in the City of Sacramento, County of Sacramento, State of California, and are known as "Brookfield Meadow Unit No. 1", and hereinafter referred to as "said real property", and

WHEREAS, said real property will be benefited and improved by the construction and installation of certain improvements, hereinafter referred to as "said improvements", and

WHEREAS, CONTRACTOR and SUBCONTRACTOR desire to enter into an agreement for the construction and installation of said improvements subject to certain terms and conditions.

NOW, THEREFORE, for and in consideration of the promises, covenants, agreements and conditions hereinafter set forth, the parties hereto do agree as follows:

1. SUBCONTRACTOR agrees to furnish all tools, labor, equipment and materials to construct to the satisfaction of CONTRACTOR and at SUBCONTRACTOR's sole cost and expense, all of said improvements indicated on the bid proposal attached and labeled Exhibit "A". Said improvements shall be constructed by SUBCONTRACTOR in the manner set forth in those plans, attached hereto as Exhibit "B" and in conformance with the "Standing Specifications of the City of Sacramento" and other specifications, statutes and regulations indicated on the said plans and in effect on the date this agreement is made and entered into.

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2. CONTRACTOR agrees to pay SUBCONTRACTOR \$ N/A in current funds and SUBCONTRACTOR agrees to accept said funds as full compensation for the completion of said improvements, it being understood that this contract is a unit price contract based on quantities. Final payment shall be for actual quantities determined by the engineer, or other representative of CONTRACTOR, upon completion of all work hereunder.

3. CONTRACTOR shall pay the SUBCONTRACTOR for said improvements, the price hereinabove set forth, as follows: SUBCONTRACTOR shall invoice the CONTRACTOR on the 25th of each month for work completed through the 24th; CONTRACTOR will pay by the 10th of the next month ninety percent (90%) of the price of work completed and invoiced during the current month, and the remainder thereof thirty-five (35) days after acceptance of said improvements by the City in which the work is done. The amount of work completed each month shall be verified by the Engineer in charge and his determination in the absence of fraud or unreasonableness, shall be binding upon the parties. At the time of submitting invoices to the CONTRACTOR, SUBCONTRACTOR shall also submit complete lien releases from all subcontractors and suppliers involved in the work. CONTRACTOR agrees to submit invoices no later than 28th of each month directly to VALLEY CONSTRUCTION COMPANY.

As to any progress or final billings not paid when due, CONTRACTOR agrees to pay interest on overdue amounts from due date until paid at the rate of 17% per annum, or at the maximum rate allowed by California Constitution, Article XV, Section 1, Subparagraph (2) (as amended Nov. 6, 1979), whichever rate is lower.

4. Should the CONTRACTOR direct the SUBCONTRACTOR to stop work on the said improvements, all amounts withheld by the CONTRACTOR under provisions of Paragraph 3 above shall become due and payable thirty-five (35) days after such notice to halt work.

5. No changes shall be made in the plans and specifications unless the said changes be approved in writing by the CONTRACTOR and the SUBCONTRACTOR with the concurrence of the Engineer in charge, and with the Engineer of the City of Sacramento and that said changes shall show clearly the changes in the plans and specifications to be made, and the charges or credits agreed to. The SUBCONTRACTOR will receive no payment for extra work except such work that shall be authorized in writing by the CONTRACTOR.

6. CONTRACTOR, at his expense, shall supply SUBCONTRACTOR with enough complete sets of plans and specifications and any other information reasonably needed to successfully pursue and complete the said improvements. CONTRACTOR shall provide and pay cost of one set each of construction stakes for, rough grading, sanitary sewers, storm drains, water lines, curb and gutter and other improvements indicated on the plans. It is the responsibility of the SUBCONTRACTOR to protect such stakes and all other survey monuments and all cost of replacement stakes shall be borne by the SUBCONTRACTOR.

7. SUBCONTRACTOR shall, at his own expense, repair or replace all fences, underground utilities, curbs, gutters, walks or other improvements damaged by him during the course of construction to the satisfaction of the CONTRACTOR.

8. SUBCONTRACTOR shall hold the CONTRACTOR free and harmless from all injuries and damages sustained by any person or persons as a consequence of any negligence on the part of the SUBCONTRACTOR in performing the said improvements agreed upon to be performed herein; for this purpose the SUBCONTRACTOR agrees at his own expense to carry public liability insurance in the limits of \$200,000.00 - \$500,000.00 and property damages in the amount of \$25,000.00 and be fully covered by Workmen's Compensation Insurance. Certificate of these policies must be furnished CONTRACTOR and shall state that CONTRACTOR shall be notified ten (10) days in advance of any cancellation.

9. Neither party shall be responsible for the failure or delay or default in shipment, due to causes arising from strikes, fire, earthquakes, war measures of the United States or other governments, or other contingencies beyond their control.

10. That the provisions of this Agreement supercede the terms of any bids of the SUBCONTRACTOR or other instrument in writing executed by the parties hereto. SUBCONTRACTOR'S letter of proposal, including stipulations, dated February 24, 1981, is hereby made an integral part of this contract.

11. That the SUBCONTRACTOR will guarantee his work for one (1) year after formal acceptance by the City of Sacramento.

12. CONTRACTOR shall be responsible, and SUBCONTRACTOR shall cooperate where he can, for arranging ahead of time for public utility installations or changes and make deposits with the utility companies early enough so that utilities can be installed at the proper time and not unnecessarily delay completion of the said improvements.

13. OMITTED.

14. In the event that the CONTRACTOR or SUBCONTRACTOR brings suit one against the other because of any default alleged or actual of this contract, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.

15. CONTRACTOR at no cost to SUBCONTRACTOR shall locate the exact position of sewer laterals, water services and driveway approaches to be constructed.

16. It is agreed by the SUBCONTRACTOR that he will start work on said improvements within seven (7) calendar days (weather permitting) after written notice to commence work by CONTRACTOR, and shall pursue the completion of said improvements in a diligent manner. The said improvements under this Agreement shall be completed in the number of working days specified herein and shall be one hundred (100) working days. The SUBCONTRACTOR shall obtain all letters of acceptance from the City when work is completed.

17. Should the SUBCONTRACTOR, at any time during the progress of the work, refuse or neglect, without the fault of the CONTRACTOR, to supply a sufficiency of materials or workmen to complete the contract within the time limited herein (due allowance being made for the contingencies expressed in this Agreement) for a period of more than five (5) days after having been notified by the CONTRACTOR in writing to furnish and provide said materials and workmen. CONTRACTOR may finish the said improvements under the contract. In the event that the expense to finish the work of said improvements under the contract, when added to the amounts paid to the SUBCONTRACTOR, exceeds the contract price, SUBCONTRACTOR shall pay and be liable to the CONTRACTOR for such excess balance.

18. OMITTED.

19. Dust and traffic control to be maintained by SUBCONTRACTOR in accordance with the requirements of the City of Sacramento while SUBCONTRACTOR is actually performing the work under this Agreement.

20. In addition to those specifications, statutes and regulations hereinabove mentioned, SUBCONTRACTOR shall perform all earthwork in accordance with the "Geotechnical Report for California Classics Sacramento (Project name now is Brookfield Meadow) prepared by Geomechanics, Inc. December 1980".

21. The Engineer in charge shall supervise the construction of said improvements herein agreed to and he shall interpret the plans and specifications, determine the amount, quantity and quality of the work performed, and his reasonable determination of such matters shall be binding on the parties hereto.

22. This agreement, and all the terms, covenants and conditions thereof, shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

23. Excavation shall be paid on a lump sum basis so long as the actual volume of cubic yards moved does not vary more or less than ten percent (10%) from the original bid quantity of 40,140 Cubic Yards as measured and determined by Curtiss W. Gilley, Civil Engineers, and as agreed to by CONTRACTOR and SUBCONTRACTOR. Should said excavation be less than or more than the ten percent (10%), allowance from the original bid quantity, then the payment shall be reduced or increased at the rate of \$1.23 per Cubic Yard below or above the original bid quantity, whichever is applicable.


WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.


GENERAL CONTRACTOR

SUBCONTRACTOR

VALLEY CONSTRUCTION COMPANY
Contractor's License No. 280135

TEICHERT CONSTRUCTION
Contractor's License No. 8

By: 
Ronald F. Earl, President

By: 
Robert Massa, District Manager

TEICHERT CONSTRUCTION

March 27, 1981

Valley Construction Company
P.O. Box 6770
Modesto, California 95355

ATTN: Mr. Gene Toschi

Re: Brookfield Meadow Unit No. 1
Sacramento, California

Gentlemen:

Attached is our proposal for construction of the water distribution system for the above referenced project. The prices shown are based on preliminary plans prepared by the City of Sacramento dated March 1981 and the standard specifications of the City of Sacramento dated ~~March 30, 1967~~, May 1, 1981.

PLEASE INITIAL
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THE FOLLOWING STIPULATIONS SHALL APPLY TO THIS PROPOSAL:

1. Engineering and staking by others.
2. Cost for inspection, permits, fees and material tests is not included. ✓
3. Cost of furnishing Performance and Labor-Material Bonds ~~is not~~ are included. ✓
4. Monthly progress payments will be required. ✓
5. This proposal is based on the award of all items of work included in the quotation.
6. This bid is conditioned upon it being combined into one contract with the main subdivision improvements.

PLEASE INITIAL
ETG
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This proposal is good for thirty (30) days after which time Teichert Construction reserves the right to review the proposal for any changes in price.

Prior to commencement of work the Owner shall furnish Teichert Construction with written confirmation from his lender that sufficient funds have been committed and will be available to make the payments called for under the General Conditions of the contract. Furnishing such written confirmation to Teichert Construction shall act as a condition precedent to the obligations of Teichert Construction under this contract.

Valley Construction Co.

Page 2

Re: Brookfield Meadow Unit No. 1

In the event Teichert Construction is the low bidder, a contract containing terms mutually agreeable to both parties shall be prepared and executed prior to commencement of construction operations.

Thank you for the opportunity to provide our quotation for this project.

Very truly yours,

TEICHERT CONSTRUCTION

A handwritten signature in cursive script, appearing to read "Robert Massa".

Robert Massa
District Manager

RM:ja

Att.

TEICHERT CONSTRUCTION

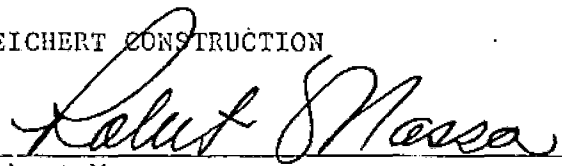
BROOKFIELD MEADOW UNIT NO. 1

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	8" A.C.P. CL.150 Water Main	2,975 LF	\$ 14.40	\$ 42,840.00
2.	6" A.C.P. CL.150 Water Main	955 LF	12.50	11,937.50
3.	6" Ductile Iron Water Main	185 LF	15.00	2,775.00
4.	8" Gate Valves	14 EA	300.00	4,200.00
5.	6" Gate Valves	15 EA	200.00	3,000.00
6.	Standard Fire Hydrants	8 EA	1,000.00	8,000.00
7.	1" House Services	72 EA	175.00	12,600.00
8.	3" Blow-off Assembly	4 EA	222.00	888.00
9.	2" Blow-off Assembly	4 EA	150.00	600.00
				<u>86,840.50</u>
			LUMP SUM BID =	86,837.00
			Bonds (if desired)	<u>650.00</u>
			TOTAL	<u>\$87,487.00</u>

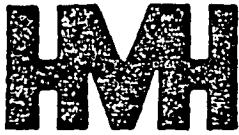
Notes:

1. We have used our take-off quantities to establish unit prices and total bid.
2. 6" A.C.P. option has been used to substitute for 4" water main shown on plans.

TEICHERT CONSTRUCTION



Robert Massa
District Manager



MAY 18 1981

QUANTITIES FOR BROOKFIELD MEADOW

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
A. GRADING WORK:					
1.	Lump Sum	L.S.	Clearing & Grubbing (Includes Trash Removal)	Lump Sum	\$ 5,345.00 ✓
2.	40,140	C.Y.	Excavation (Includes stripping and stockpiling for future units. Spoil must be compacted.)	\$ 1.40	\$ 56,196.00
	<i>21,500</i>				
			<u>TOTAL GRADING</u>		<u>\$61,541.00</u>
B. PAVING:					
*1.	108,204	S.F.	5-1/2" Asphaltic Concrete	\$.88	\$ 95,219.52
*2.	3,135	S.F.	4" Asphaltic Concrete & 7" Aggregate Base	\$ 1.84	\$ 5,768.84 ⁴⁰
			<u>TOTAL PAVING</u>		<u>\$100,988.36</u>
C. CONCRETE:					
*1.	5,888	L.F.	Curb and Gutter #13	\$ 6.65	\$ 39,152.20 ⁵
2.	717	L.F.	Curb and Gutter # 4	\$ 8.00	\$ 5,736.00
3.	29,086	S.F.	3-1/2" x4'-6" Concrete Sidewalk	\$ 1.00	\$ 29,086.00
4.	1,840	C.Y.	12" Pit Run	\$14.00	\$ 25,760.00
*5.	1	EA	Removal of Exist Curb, Gutter, Sidewalk #4 @ Franklin return	\$150.00	\$ 150.00
			<u>TOTAL CONCRETE</u>		<u>\$99,884.20</u>

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<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
D. <u>SEWER</u>					
1.	10	EA	Manhole #3	\$ 795.00	\$ 7,950.00
2.	6	EA	Manhole #3 with Eccentric Cone	\$1,400.00	\$ 8,400.00
3.	3	EA	Inside Drop Connection	\$ 151.00	\$ 453.00
4.	69	EA	4" Sewer Service with	\$ 318.00	\$ 21,942.00
5.	2	EA	Flushing Branch	\$ 150.00	\$ 300.00
*6.	2,462	L.F.	6" V.C.P.	\$ 11.30	\$ 27,820.60
7.	721	L.F.	8" V.C.P.	\$ 13.65	\$ 9,841.65
			<u>TOTAL SEWER</u>		\$ 76,707.25
E. <u>STORM DRAIN:</u>					
1.	5	EA	Manhole #3	\$ 775.00	\$ 3,875.00
2.	2	EA	Manhole #3 with Eccentric Cone	\$ 920.00	\$ 1,840.00
3.	5	EA	Saddle Manhole with 36" Frame and Cover	\$1,400.00	\$ 7,000.00
*4.	22	EA	Gutter Drain No. 20 with 8" V.C.P. Leads	\$ 954.00	\$ 20,988.00
5.	954	L.F.	12" R.C.P. CL-III	\$ 14.30	\$ 13,642.20
6.	59	L.F.	18" R.C.P. CL-III	\$ 22.00	\$ 1,298.00
7.	488	L.F.	21" R.C.P. CL-III	\$ 20.25	\$ 9,882.00
8.	250	L.F.	24" R.C.P. CL-III	\$ 24.15	\$ 6,037.50
9.	1,068	L.F.	30" R.C.P. CL-III	\$ 29.30	\$ 31,292.40
			<u>TOTAL STORM DRAIN</u>		\$ 95,855.10



<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
F. <u>WATER SYSTEM:</u>					
1.	2,975	L.F.	8" A.C.P. CL. 150 Water Main	\$ 14.40	\$ 42,840.00
2.	955	L.F.	6" A.C.P. CL. 150 Water Main	\$ 12.50	\$ 11,937.50
3.	185	L.F.	6" Ductile Iron Water Main	\$ 15.00	\$ 2,775.00
4.	14	EA	8" Gate Valves	\$ 300.00	\$ 4,200.00
5.	15	EA	6" Gate Valves	\$ 200.00	\$ 3,000.00
6.	8	EA	Standard Fire Hydrants	1,000.00	\$ 8,000.00
7.	72	EA	1" House Services	\$ 175.00	\$ 12,600.00
*8.	4	EA	4" Blow-off Assembly	\$ 272.00	\$ 1,088.00
9.	4	EA	2" Blow-off Assembly	\$ 150.00	\$ 600.00
			<u>TOTAL WATER SYSTEM</u>		\$ 87,040.50
G. <u>STREET LIGHTS:</u>					
1.	Lump Sum	L.S.	Street Lights		No Bid
			<u>TOTAL STREET LIGHTS</u>		No Bid
H. <u>MISCELLANEOUS:</u>					
1.	15	EA	Timber Barricade	\$ 150.00	\$ 2,250.00
*2.	240	L.F.	2"x6" D.F. Header Board	\$ 3.00	\$ 720.00
3.	540	L.F.	Barrier Wall	\$ 38.45	\$ 20,763.00
4.	11	EA	Temporary Street Signs	\$ 75.50	\$ 830.50



<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
H. MISCELLANEOUS (Cont'd)					
5.	1	EA	Gutter Drain Outlet	\$ 1,160.00	\$ 1,160.00
*6.	1	EA	Pedestrian Barricade	\$ 100.00	\$ 100.00
*7.	1	EA	Gutter Drain #20 with Ditch installation	\$ 500.00	\$ 500.00
			<u>TOTAL MISCELLANEOUS</u>		\$ 26,323.50
			<u>TOTAL CONSTRUCTION COST</u>		\$ 548,339.91

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<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
A. <u>STREET LIGHTING</u>					
1.	Lump Sum	L.S.	Street Lighting System and Traffic Signal relocation per signal City plans		<u>\$31,668.00</u>
			<u>TOTAL STREET LIGHTS</u>		<u>\$31,668.00</u>