



CITY OF SACRAMENTO

10

October 27th, 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

IRVING E. MORAES
REAL ESTATE SUPERVISOR

OCT 21 1981

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Approval of Private Contract for Florin Vista
Unit No. 1, Improvement Proceeding No. 4868

BACKGROUND INFORMATION

As a condition of approval of the tentative map for Florin Vista Unit No. 1, attached is a private contract between Placer Development Company, as owner, and Cal Sierra Pipelines, Inc., 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,

R. H. Parker
City Engineer

Recommendation Approved

Walter J. Slips
City Manager

APPROVED
BY THE CITY COUNCIL

OCT 27 1981

OFFICE OF THE
CITY CLERK

RHP: IEM:bb
Attachment
File #4868

October 27th, 1981
DISTRICT NO. 8

CONSTRUCTION CONTRACT

Pipelines, Inc.

CAL SIERRA CONSTRUCTION, hereafter called "Contractor", with offices at P.O. Box 911, Carmichael, California 95608, and Placer Development Company - c/o Ned Howard hereafter called the "Owner", whose address is P. O. Box 13865, Sacramento, California 95853-3865 agree as follows:

1. **Scope of Work:** Contractor agrees to perform the following work:

Provide necessary labor, equipment and materials to perform the work described in Exhibit "A" at the proposed Florin Vista Unit #1.

2. **Plans and Specifications:** The above work shall be performed in accordance with the following plans and specifications:

Plans prepared by G. W. Consulting Engineers for the City of Sacramento dated February 17, 1981.

Such plans and specifications are by this reference incorporated herein and made a part of this contract, but are not attached.

3. **Payment:** Owner shall pay to Contractor, as full compensation for all the work hereunder the following amount:

SEE EXHIBIT "A"

- a. The above prices shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied.
- b. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities determined by the Engineer or other representative of Owner upon completion of all work hereunder.

4. **Time:** Contractor shall commence work hereunder as promptly as practicable after the receipt of written notice to proceed from Owner and shall complete the work within _____ working days.

5. **Contract Documents:** The contract documents shall consist of the plans and specifications, the general conditions attached hereto, and this agreement, and all of the same by this reference are made a part of this contract.

Executed at Sacramento, California Sept 28 19 81

Placer Development Corporation
By Judy [Signature]
President "Owner"

CAL SIERRA CONSTRUCTION Pipelines, Inc.
By Joel Lucier [Signature]
Contractor
California License No. 76066 396934

EXHIBIT "A" - FLORIN VISTA UNIT #1

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
1. Clear & Grub	1 Job	Lump Sum	\$ 7,000.00
2. Earthwork	11,721 CY	1.50	17,581.50
3. 5 1/2" A.C. Paving	3,187 TS	26.00	82,862.00
4. Curb & Gutter No. 4	621 LF	8.00	4,963.00
5. Curb & Gutter No. 13	5,288 LF	6.00	31,728.00
6. 3 1/2" x 4 1/2" Sidewalk	26,455 SF	1.25	33,068.75
7. 40' Driveway	1 EA	1,090.00	1,090.00
8. 35' Driveway	2 EA	900.00	1,800.00
9. 20' Driveway	6 EA	540.00	3,240.00
10. 6" VCP Sewer	3,064 LF	10.00	30,640.00
11. Saddle Manhole	1 EA	3,000.00	3,000.00
12. Sewer Manhole No. 3	7 EA	900.00	6,300.00
13. Sewer Manhole No. 3 w/eccentric cone	2 EA	900.00	1,800.00
14. Flusher Branch	3 EA	200.00	600.00
15. 4" Sewer Service	80 EA	215.00	17,200.00
16. Gutter Drain No. 20	14 EA	350.00	4,900.00
17. 8" VCP Drain	317 LF	15.00	4,755.00
18. 12" RCP CL-III	675 LF	12.00	8,100.00
19. 15" RCP CL-III	934 LF	16.00	14,944.00
20. 18" RCP CL-III	224 LF	17.00	3,808.00
21. 21" RCP CL-III	414 LF	20.00	8,280.00
22. Drain Manhole No. 3	11 EA	850.00	9,350.00
23. Timber Barricade	3 EA	200.00	600.00
24. Street Signs	4 EA	135.00	540.00
25. Water Distribution System	1 Job	Lump Sum	42,800.00
26. Street Lighting	1 Job	Lump Sum	24,000.00
		TOTAL	\$ 364,950.25

THE FOLLOWING STIPULATIONS SHALL APPLY TO THIS CONTRACT:

1. Engineering and staking by others.
2. Plan or staking errors resulting in the shutdown of equipment will be paid for on time and materials.
3. No utility removal or relocation. No raising to grade of existing utilities or those of other contractors.
4. No removal or grading of spoils of work performed by others.
5. All strippings to be placed on back of lots.
6. Any unsuitable excavation encountered below subgrade will be paid for on equipment rental and the material will be placed on rear of lots.
7. Excavation and embankment are to balance within the improved area.
8. Clean-outs at property line to be installed by onsite plumbing contractors.
9. Soil stabilization and winterization of slopes are not included.
10. Cost of inspection, permits, fees and material tests is not included.
11. Cost of furnishing Performance and Labor-Material bonds is not included.
12. The cost to install a prime coat is not included in the bid and will be extra work if required.
13. Our price for asphalt concrete is firm through June 30, 1982. After that date the owner will be charged an additional Six Cents (6c) per ton of asphalt concrete for each One Dollar (\$1.00) increase in the posted bulk paving asphalt price f.o.b. Elk Grove, California from June 30, 1982 to the date of actual paving.
14. Monthly progress payments will be required.
15. Prior to commencement of work, the owner shall furnish Cal Sierra Pipelines, Inc. 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.

ACCEPTED:

Placer Development Company


Title: President

Date: Sept 28, 1981

ACCEPTED:

Cal Sierra Pipelines, Inc.



CSC #53 - Florin Vista Unit #1, Sacramento, California

1. WORKMANSHIP AND MATERIALS:

Contractor acknowledges that it is familiar with the nature and location of the work. All work shall be performed by Contractor in a workmanlike manner, and Contractor shall use its best skill and judgment in the performance of all work under this contract.

2. COMMENCEMENT AND PROGRESS:

Contractor shall commence the performance of this contract as soon as practicable following notification by the Owner to do so, and shall continue diligently to complete such work in conformity with this agreement and in accordance with the plans and specifications.

3. PAYMENTS:

Contractor shall receive progress payments monthly in proportion to the amount of work completed. Within ten (10) days after Owner receives a statement from Contractor setting forth the proportionate part of the work which Contractor's estimate shows to have been earned during the period covered by such statement, Owner will pay to Contractor an amount equal to 90 % of such estimate. The remaining 10 % due Contractor shall be paid to it within thirty-five (35) days after final completion of the work by Contractor. The proportionate amount of work billed on Contractor's progress billings shall be subject to the approval of Engineer of Owner. Progress payments shall not be construed an acceptance of any work, the entire work being subject to final inspection and approval by Owner. Owner agrees to pay interest at the rate of 10% percent per annum to Contractor on any payments not paid when due.

4. CHANGES IN THE WORK:

Owner may from time to time, by written instructions or drawings issued to Contractor, make changes in the scope of work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original contract. All of such changes shall be approved by Owner and Contractor prior to the commencement of work of such change, and the price of a formula for establishing such price shall be set forth in the written change order.

5. COST OF THE WORK:

Contractor shall pay for all work required under this contract, save and excepting such items thereof as shall be designated as the responsibility of Owner in the plans and specifications, or in the special provisions.

6. TITLE TO THE WORK:

The title to all work completed in the course of construction, and to all materials delivered to the job site shall be in the Owner.

7. INDEMNITY:

Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments arising from or out of any negligence of Contractor, its agents, employees, or sub-contractors, in performing the work under this contract.

8. INSURANCE:

Contractor shall maintain such insurance as will protect it from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this contract. A certificate of such insurance shall be filed with the Owner if he so requests.

9. UNAVOIDABLE DELAYS - EXTENSION OF TIME:

In the event Contractor shall be delayed in the performance of the work under this contract by causes beyond the control of the Contractor and without the fault or negligence of Contractor, including but not limited to, Acts of God, or of the public enemy, acts of any governmental agency, in either its sovereign or contractual capacity, fire, floods, epidemics, strikes, freight embargos or inclement weather, Contractor shall have such period of time to complete the performance of this contract as shall be necessary as a result of any such causes. Contractor shall give Owner written notice of the necessity for such time extension within ten (10) days after the occurrence of the event justifying such extension.

10. CHANGED CONDITIONS:

In the event sub-surface or latent physical conditions differ materially from those indicated in this contract, or in the event there exist unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered in work of the character provided for in this contract, Contractor shall promptly advise Owner of the existence of such conditions, and prior to proceeding with the work, the parties shall equitably adjust the contract price to provide for any increase or decrease resulting from such condition. In the event the parties are unable to agree as to the existence of changed or unknown conditions, or on an appropriate price adjustment, Contractor may elect to proceed with the contract, and such election shall not constitute a waiver of claims for additional compensation by the Contractor nor an admission by either party of the validity of the Contractor's contention, or the amount, if any, of the price adjustment.

11. LAWS AND REGULATIONS:

Contractor shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government and particularly those regulations relating to hours and working conditions.

12. OWNER DEFINED:

Wherever in this contract the word "Owner" is used, it shall include the Architect, Supervising Engineer and any other duly authorized representative of the Owner.

13. ACCEPTANCE:

Upon receipt of written notice from Contractor requesting acceptance of the work being performed hereunder, Owner shall promptly inspect the job and, in the event the same has been completed in conformity herewith, provide Contractor with a Notice of Completion. Such acceptance shall not relieve the contractor of responsibility for repairs or replacement for faulty materials and workmanship which appear within a period of one year from the date of such completion.

14. BUILDING PERMITS:

Unless the special conditions or specifications provide otherwise, Owner will obtain and pay for any building permit required hereunder.

15. SUBCONTRACTING:

Contractor shall have the right to sub-contract any portion of the work hereunder, and all work performed by subcontractors shall be subject to all of the applicable terms and conditions of the contract documents.

16. LIENS & CLAIMS:

Contractor shall promptly pay in full the claims of all persons, firms or corporations performing labor or furnishing equipment, materials, and other items used in, upon or for the work done hereunder.

17. FAILURE TO MAKE PAYMENTS:

In the event Owner shall fail to make payment at the times and in the amounts provided for in this agreement, Contractor may elect to suspend work until payment is made, or terminate this contract and recover all damages sustained by Contractor as the result of such breach of the contract by Owner.

18. TERMINATION BY OWNER:

In the event Contractor shall fail to perform any provision of this agreement, and such failure should continue for thirty (30) days after receipt of written notice from Owner, then Owner may terminate this contract and cause the balance of the work to be completed by other parties. In any such event, if the cost of such completion exceeds the unpaid balance due on the contract price, Contractor shall promptly pay such difference to Owner on demand.

19. COSTS AND ATTORNEYS FEES:

Should either party bring suit in court to enforce any of the terms hereof, it is agreed that the prevailing party shall be entitled to a judgment for his costs and reasonable attorneys fees.

20. NOTICES:

Any notice required or permitted hereunder may be served personally on the Superintendent of Construction, or on the duly authorized representative of the Owner at the job site, or may be served by certified mail directed to the address of the party shown on the face of this contract.

21. ASSIGNMENT:

This agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.