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CITY OF SACRAMENTO

August 19th, 1980

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
AUG 13 1980
IRVIN E. MORAES
REAL ESTATE SUPERVISOR

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Approval of Private Contract for Rancho Silva,
Improvement Proceeding No. 4948, and Agreement
For Reimbursement

BACKGROUND INFORMATION

As a consideration of the approval of the subdivision map for Rancho Silva, a private contract was required for the construction of the subdivision improvements. The owners of the property, Pacific Scene, Inc., have executed a contract with Teichert Construction for said improvements.

The construction of San Juan Road is a major arterial and calls for City participation in its construction. The City's share for constructing San Juan Road, based on the bid prices, is \$2,379.83.

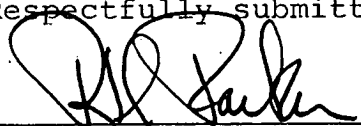
FINANCIAL DATA

Funds for the City's portion (\$2,379.83) will be paid out of the City Engineers Budget No. 2-09-2600-8808-4820 when the funds become available and according to where this particular project appears on the priority list established by the City Engineer.

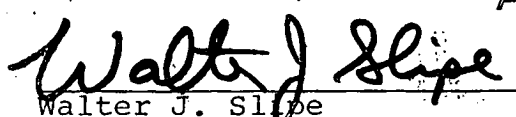
RECOMMENDATION

It is recommended that the contract be approved and the attached Resolution adopted which authorizes and directs the City Manager and City Clerk to execute an Agreement For Reimbursement.

Respectfully submitted,


R. H. Parker
City Engineer

Recommendation Approved


Walter J. Slize
City Manager

APPROVED
BY THE CITY COUNCIL
AUG 19 1980
A-80028
OFFICE OF THE
CITY CLERK

August 19th, 1980
DISTRICT NO. 1

RHP:CGP:bd
Attachments

RESOLUTION NO. 80-543

Adopted by The Sacramento City Council on date of

AUGUST 19, 1980

AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN AGREEMENT FOR REIMBURSEMENT FOR RANCHO SILVA, APPROPRIATE OUT OF MAJOR STREET CONSTRUCTION FUND THE SUM OF \$2,379.83 AND AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE TO EXPEND SAID SUM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager and City Clerk are hereby authorized and directed to execute an Agreement For Reimbursement between the City of Sacramento and Pacific Scene, Inc. for the City Con-tribution (\$2,379.83) for extra width street section required for San Juan Road in Rancho Silva.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the sum of \$2,379.83 is hereby appropriated out of Major Street Construction Fund's available fund balance to the City Engineer's Budget No. 2-09-2600-8808-4820 and the Director of Finance be, and he is hereby authorized and directed to expend said sum.

MAYOR

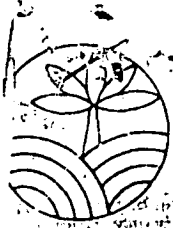
ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

AUG 19 1980

OFFICE OF THE
CITY CLERK



Pacific Scene, Inc.

VENDOR #
CONTRACT # 1200
ACCT # 300-200

2505 CONGRESS STREET, SAN DIEGO, CALIFORNIA 92110 714-299-5100

Construction Subcontract

THIS AGREEMENT made and entered into at Carmichael, California, this 1st day of June, 1979
 by and between Pacific Scene, Inc., a California Corporation, hereinafter called "Contractor," and Teichert Construction
Teichert Construction, hereinafter called "Subcontractor," whose address and telephone are:
2811 Kiefer Boulevard, Sacramento, CA 95813 (916) 484-3311
 STREET CITY STATE ZIP PHONE
 City License No. 013837 State Contractor's License 8 /CLASS A

WITNESSETH:

SECTION 1.

Subcontractor agrees to furnish all labor, materials, installation, cartage, hoisting, scaffolding, tools, appliances, insurance and everything necessary to fully do and complete in a good and workmanlike manner the following work, to wit:

The land upon which such work is to be done is described as follows, to-wit: Rancho Silva, located in the City of Sacramento, County of Sacramento, California

SECTION 2.

Subcontractor agrees that the work to be performed and the materials to be furnished by the Subcontractor shall be performed and furnished in strict accordance and compliance with:

(a) preliminary The plans, drawings and specifications prepared by Morton & Pitalo, Inc. dated May 8, 1979 which plans, drawings and specifications and all general and special conditions attached thereto, and all addenda thereto, are incorporated by this reference and made a part hereof; and

(b) The requirements of all City, County, State, Federal Government and the V.A. and/or F.H.A. (if applicable) ordinances and laws. Said work shall meet with the approval and pass inspection of the City, County, the V.A. and/or the F.H.A. (where applicable) as well as acceptance by Contractor. Provided, however, that such acceptance shall not bar any claim against Subcontractor for defects in workmanship or material deviations from said plans, drawings and specification or from said rules, regulations and requirements subsequently discovered by Contractor.

Should the plans vary from the specifications, then the specifications shall govern. Should there be any discrepancy between the plans and/or specifications, and the requirements of said City, the County, the V.A. and/or the F.H.A., then such requirements shall govern. Contractor assumes no liability for failure of the plans and/or specifications to meet with such requirements and it is to be conclusively presumed that Subcontractor is familiar with all of said requirements and the work to be performed or the materials to be furnished hereunder by Subcontractor are to be in strict accordance with said requirements irrespective of the provisions of the plans and/or specifications.

Should Subcontractor find any discrepancy in the plans and specifications, Subcontractor shall notify Contractor immediately and shall not continue with the work until Contractor is so notified.

SECTION 3.

CONTRACT PRICES: TOTAL CONTRACT AMOUNT: ~~\$680,000.00~~ \$667,895.00
see sheet 3

WITNESS WHEREOF the parties hereto have executed this agreement all as of the day and year first hereinabove written.

Subcontractor: Robert Massa
Teichert Construction
 Robert Massa, District Manager Title

Contractor: PACIFIC SCENE INC.
 By Kirk Bone
 Kirk Bone, Project Manager Title

3001-1-1-1003
008-1-08#-1-1008

PLEASE
INITIAL
KBS

A. CHANGES AND CORRECTIONS ORDERED BY LOCAL GOVERNING AGENCY - Subcontractor agrees that should any change or correction be required by the local governing agency, such change or correction is to be made by Subcontractor without additional charge.

B. CHANGE ORDERS - No alteration or deviation shall be made in the work or materials from the said plans, drawings and specifications except on the written order of Contractor prior to the performance of such work, and when so made, the value of the work and material added or omitted shall be computed and determined by Subcontractor and agreed to by Contractor, and the amount so determined shall be added to or deducted from the contract price, such determination of amount to be reduced to writing and signed by Contractor prior to the performance of such work.

C. PROGRESS PAYMENTS - Monthly the Contractor shall pay to Subcontractor a sum of money equal to the total work performed to date as specified in Section 3, less a 10% retention which shall be due for invoicing 30 days after a notice of completion has been filed. Subcontractor must also provide at time of billing, valid Lien Waivers verifying that all taxes, labor costs, and material costs for said portion of work have been paid, releasing that portion of work from all liens. In the event any such persons furnishing anything in connection with the subcontract work herein are unpaid or should such persons notify Contractor of any unpaid amounts therefor, Contractor, in addition to all other rights provided herein, shall have the right to withhold such unpaid amount or claim or claims out of the payments next becoming due to Subcontractor, and Contractor shall have the right to make payments of said unpaid amounts and/or said claims and to deduct the sums thereof out of the next payments which may become due to Subcontractor.

D. INSURANCE - Subcontractor will, at Subcontractor's expense, provide public liability insurance (including automotive public liability insurance) of \$500,000 combined bodily injury and property damage liability, for all claims growing out of any single occurrence giving rise to such claims, and workmen's compensation insurance fully covering and indemnifying the Contractor and Subcontractor, as their respective interests may appear, and to the satisfaction of Contractor, against any loss because of injury or damage to persons or property during the performance of this subcontract, said coverage to include all operations and subcontract work performed hereunder, all contractual obligations incurred in connection herewith, all products or completed operations and all vehicles whether owned or non-owned by Subcontractor, used in connection herewith.

E. TAXES - Subcontractor will pay all social security and other taxes imposed upon Subcontractor as employer in connection with the labor to be performed by Subcontractor under this contract, and will furnish evidence upon request of Contractor that all such payments have been made when due. Subcontractor shall pay all local, state and federal taxes, including sales taxes, in connection with Subcontractor's work.

F. ASSIGNMENT OF CONTRACT - Subcontractor shall not subcontract, assign, transfer, mortgage or hypothecate this contract, or any part thereof, or any interest therein, without the prior written consent of Contractor.

G. TIME - Time is of the essence of this subcontract. Subcontractor agrees to commence the work to be performed hereunder within forty-eight (48) hours of receipt of notice to commence from Contractor and to complete the work to be performed hereunder in accordance with Contractor's progress schedule, which shall be subject to modification by Contractor, which schedule is incorporated herein by this reference and made a part hereof. In agreeing to complete this work in accordance with Contractor's progress schedule, Subcontractor has taken into consideration and made allowances for all delays or hindrances which may be incurred in his performance hereunder, whether growing out of delays in securing materials or workmen, minor changes, alterations, or otherwise. Subcontractor shall furnish a sufficient number of skilled workmen and materials properly and timely to commence and complete the work herein agreed to be done and to coordinate the work to be done hereunder with that of all other contractors, subcontractors and of Contractor in a manner that will facilitate in efficient completion of the entire work.

Contractor shall have complete control of the premises on which the work hereunder is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be done and the priority of the work of other subcontractors and all matters concerning the timely and orderly conduct of the work of Subcontractor. The employment of workmen by Subcontractor hereunder shall be in compliance with federal government ordinances and laws relating to nondiscriminatory hiring and fair employment practices.

Subcontractor agrees to perform all his repairs immediately if designated as emergency by Contractor or within 10 (ten) working days otherwise. Contractor may have any repairs outstanding beyond the 10 day period completed by others and charge the Subcontractor actual cost plus 10 percent.

H. COST OF RE-INSPECTION - Subcontractor will reimburse Contractor for any fees, costs or expenses of a re-inspection required because of a prior rejection of the work and material included herein.

I. INDEMNITY - Subcontractor shall at all times indemnify and save Contractor harmless against all liability for claims and liens for labor performed or materials used or furnished to be used on the job, including any costs and expenses for attorney's fees and all incidental or consequential damages resulting to Contractor from such claims or liens. Further, in case suit on such claim is brought, Subcontractor shall defend said suit at his own cost and expense, and will pay and satisfy any such lien or judgment as may be established by the decision of the court in said suit. Subcontractor agrees within ten (10) days after written demand to cause the effect of any suit or lien to be removed from the premises, and in the event Subcontractor shall fail so to do, Contractor is authorized to use whatever means in its discretion may deem appropriate to cause said lien or suit to be removed or dismissed and the cost thereof, together with reasonable attorney's fees, shall be immediately due and payable to Contractor by

PLEASE
INITIAL
KBS

Subcontractor. Subcontractor may litigate any such lien or suit provided causes the effect thereof to be removed, promptly in advance, from the premises, and shall further do such things as may be necessary to cause Contractor not to withhold any monies due by reason of such liens or suits.

J. PERMITS AND LICENSES - Subcontractor is to obtain and pay for all permits and licenses which may be required in connection with the work to be done by Subcontractor hereunder.

K. GUARANTEE - Subcontractor hereby guarantees that all of the work hereby subcontract shall be free from any defects due to materials and workmanship, for the period beginning with the commencement of work by Subcontractor hereunder and ending two (2) years after the close of escrow upon sale of the particular work of improvement. Should Subcontractor refuse or neglect to remedy within the time required by Contractor all such defects, together with all damage to other work caused thereby, the Contractor shall have the right to remedy and make good such defects and damage and to charge Subcontractor therewith, or, if Contractor has any monies which may be payable or may become payable to Subcontractor on account of this or any other subcontract, then Contractor shall have the right to retain said monies, provided, however, that in all events Subcontractor shall be liable for and shall pay all costs by reason of the remedying of said defects and damage. The fact that Subcontractor may have received all of the monies due him under this subcontract, shall in no event effect Subcontractor's guarantee.

L. CLEANUP - Subcontractor shall clean and remove from the job site within twenty four (24) hours after completion of his work on each lot all excess materials, equipment, debris and rubbish caused by his work. Should Subcontractor fail to remove the same within one (1) day after receiving notice from Contractor to do so, then Contractor may remove said excess material, equipment, debris and rubbish and charge the cost and expense of such removal to Subcontractor.

M. FACILITIES AND CONVENIENCES - Unless otherwise expressly provided herein, Subcontractor shall provide all its own facilities and conveniences, including drinking water for its employees, that it may require for the performance of its work. Sanitary facilities will be furnished by Contractor.

N. RESPONSIBILITY FOR OTHER CRAFTS - Subcontractor shall assume full responsibility for all obvious defective work of others, if he accepts said work, or materials, and proceeds with his phase of the work without written notification to the Contractor.

O. MODIFICATION AND PRIOR AGREEMENTS - All negotiations and agreements not included herein are hereby voided, and no modification may be made herein except in writing signed by both parties hereto. It is further agreed that no waiver of the right hereunder shall constitute a continuing waiver, nor a waiver of any other similar or subsequent claim or right.

P. TERMINATION OF AGREEMENT - In the event the prime contract is terminated prior to its completion, Subcontractor shall be entitled only to payment for the work actually completed by it at the pro rata of the price herein set forth.

Notwithstanding the preceding paragraph, Contractor reserves the absolute right to terminate this agreement. In the event of termination without cause, Subcontractor shall be entitled to payment only as follows:

- (1) Cost of the work actually completed in conformity with this agreement; plus
- (2) Other costs actually incurred by Subcontractor; plus
- (3) 15% of costs referred to in Paragraph (1) above, for overhead and profit.

There shall be deducted from such sums as provided in this paragraph the amount of any payments made to Subcontractor prior to the date of termination of this agreement. Subcontractor shall not be entitled to any claim, or claim of lien, against Contractor for any additional compensation or damages in the event of such termination and payment.

In the event this agreement is terminated for cause, Subcontractor shall not be entitled to receive any further payment until the work undertaken by Contractor is completely finished. At that time, if the amounts earned but not paid Subcontractor before said termination exceed the expenses incurred by Contractor in finishing Subcontractor's work, any excess shall be paid by Contractor to Subcontractor; but, if such expense shall exceed the said amount earned and unpaid, Subcontractor shall promptly pay to Contractor the amount by which the expense exceeds said sum. The expense incurred by Contractor, as just referred to, shall include Contractor's expense for furnishing materials, for finishing the work, for attorney's fees, and any damages incurred by Contractor by reason of Subcontractor's default.

Q. OTHER RESPONSIBILITIES - The Subcontractor will comply with all Occupational Safety & Health Codes by taking the necessary steps to properly equip his employees with all safety devices. In addition, the Subcontractor will insure the proper use of all safety devices by his employees. Contractors are required by law to be licensed and regulated by the Contractor's State License Board, 1020 'N' Street, Sacramento, CA 95814. The Contractor does not accept any responsibility for materials or equipment stored by Subcontractor in Contractor's Construction Yard or production houses. All insurance to cover theft or damage on above mentioned items will be the sole responsibility of the Subcontractor. All completed work shall become the responsibility of the Contractor at which time Contractor and all inspection agencies have cleared and passed that installation or phase of construction as complete.

*one year after acceptance of Subcontractor's work by the County of Sacramento.

EARTHWORK - ACCT #300-200

1. Clear and Grub
2. Excavation

QUANTITY	UNIT PRICE	TOTAL AMOUNT
1 JOB	Lump Sum	\$ 2,167.00
31,000 CY	\$2.00	62,000.00
EARTHWORK SUB-TOTAL.		\$ 64,167.00

STORM DRAIN - ACCT. #300-210

1. 18" R.C.P.
2. 15" R.C.P.
3. 12" R.C.P.
4. 8" V.C.P.
5. Drain Manhole
6. Manhole - Saddle
7. Gutter Drain #20

800 LF	16.00	12,800.00
552 LF	14.00	7,728.00
2,300 LF	13.00	29,900.00
1,650 LF	14.00	23,100.00
17 EA	640.00	10,880.00
1 EA	715.00	715.00
40 EA	290.00	11,600.00
STORM DRAIN SUB-TOTAL.		\$ 96,723.00

SEWER ACCOUNT - ACCT. #300-220

1. 6" V.C.P.
2. Sewer Manhole
3. Inside Drop Connection
4. Sewer House Service

7,180 LF	15.50	111,290.00
30 EA	720.00	21,600.00
2 EA	150.00	300.00
222 EA	210.00	46,620.00
SEWER ACCOUNT SUB-TOTAL.		\$179,810.00

CONCRETE CURBS/GUTTERS ACCT. #300-240

1. Curb & Gutter #4
2. Curb & Gutter #13
3. P.C.C. Sidewalk

480 LF	6.00	2,880.00
15,130 LF	5.00	75,650.00
70,400 SF	1.05	73,920.00
CONCRETE CURBS/GUTTERS SUB-TOTAL		\$152,450.00

STREET PAVING - ACCT. #300-242

1. 4" A.C. on 7" A.B.
2. 5-1/2" A.C.
3. 4" AC on 5" AB

17,800 SF	.80	14,240.00
196,870 SF	.70	317,809.00
24,880 SF	.70	17,416.00
STREET PAVING - SUB-TOTAL.		\$169,465.00

SURFACE IMPROVEMENTS ACCT. #300-243

1. 2" x 6" D.F. Header
2. Timber Barricade
3. Street Signs
4. Concrete D/W

96 LF	5.00	480.00
96 LF	20.00	1,920.00
11 EA	80.00	880.00
2 EA	1,000.00	2,000.00
SURFACE IMPROVEMENTS SUB-TOTAL.		\$ 5,280.00

IN WITNESS WHEREOF the parties hereto have executed this agreement all as of the day and year first hereinabove written.

Subcontractor

Robert Massa
 TEICHERT CONSTRUCTION

Contractor

PACIFIC SCENE, INC.

By Robert Massa, District Manager
 Title

By Kirk Bone
 KIRK BONE, PROJECT Title
 MGR.

- Engineering and staking by others. Restaking due to subcontractor's negligence shall be paid by subcontractor.
Cost of inspection, permits fees and material tests are not included.
Cost of furnishing performance and labor material bonds is not included.
4. Monthly progress payments will be made.
 5. Clearing includes removing designated trees and miscellaneous junk and stripping the job site. Any strippings are to be placed.
 6. Any unsuitable material encountered below the subgrade will be placed on the rear of lots and will be paid for on a time and material basis.
 7. Excavation and embankment are to balance within the improved area.
 8. The contractor shall furnish Teichert Construction with written confirmation from the contractor lender that sufficient funds have been committed and will be available to make the payments called for under the General Conditions of this contract.
 9. Construction stakes shall be provided by the contractor on the street centerline and on the lots for the excavation operation.
 10. This is a unit price subcontract. Final payment shall be for actual quantities determined by the Engineer, or other representative of the Contractor, upon completion of all work hereunder.
 11. Certificate of Insurance for Worker's Compensation and Liability must be received by our office before work commences.
 12. Monthly Manpower Utilization Reports must be received in our office no later than the third working day of each month.
 13. Invoices received and approved on the first of the month will be paid on the 15th of the same month. diligently attempt
 14. Contractor shall commence work not later than June 6, 1979 and shall finish all the work on lots 1-23 inclusive and lots 151-222 inclusive within 125 working days (November 1, 1979) and complete all the underground work on lots 24-150, inclusive within 86 working days (September 15, 1979). Finish is defined as being accepted for continuous maintenance by the City of Sacramento. Complete shall be defined as having in place and approved by the city all sanitary sewer, stormwater drainage and water facilities. A working day is defined as any day except Sunday and legal holidays. Saturday work is a part of this contract and shall not be an extra to this contract.
 15. All above schedules are predicated on contractor having a complete approved set of working drawings dated no later than June 18, 1979.

PLEASE
RETURN
TO
OFFICE

IN WITNESS WHEREOF the parties hereto have executed this agreement all as of the day and year first hereinabove written.

Subcontractor
Robert Massa
TEICHERT CONSTRUCTION

Contractor
PACIFIC SCENE, INC.

By Robert Massa District Manager
Title

By Kirk Bone
KIRK BONE Title Project Mgr.

DATE July 30, 1979

CHANGE ORDER

CONTRACT # 1200

CHANGE ORDER # 1

ACCOUNT # _____

VENDOR # _____



Pacific Scene, Inc.

5810 JAMESON COURT, SUITE #1, GARMICHAEL, CALIFORNIA 95608 / 916 485-2063
600 W. North Market Blvd., Sacramento, CA 95834 925-8000

TO TEICHET CONSTRUCTION SUBDIVISION RANCHO SILVA AE-542
8811 KIEFER BOULEVARD LOT _____ SEQUENCE _____
SACRAMENTO, CA 95813 ADDRESS _____

In accordance with the terms of our subcontract agreement covering the above named project the following changes are hereby authorized:

This Change Order increases the original contract in the amount of \$219,100.00 as follows:

<u>WATER DISTRIBUTION SYSTEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
ACCT. #300-230			
1. Water Distribution.	1 Job	Lump Sum	\$157,100.00
<u>STREET LIGHTING</u>			
ACCT. #300-243			
	1 Job	Lump Sum	62,000.00
		Original Contract Amount	5,280.00
		New Account Total.....	67,280.00
<u>STREET PAVING</u>			
ACCT. #300-242			
2. 5-1/2" A.C.	196,870 S/F	.70	137,809.00*

*137,809.00 correct amount - original contract shows: \$317,809.00
Contract sub-total for Street Paving - correct, no change

TOTAL CONTRACT INCREASE: \$219,100.00

CHANGE ORDER WILL BECOME NULL AND VOID IF NOT SIGNED AND RETURNED TO OUR OFFICE WITHIN TWO WEEKS FROM CHANGE ORDER DATE.

All other terms and conditions of the subcontract agreement, as they may heretofore have been modified, shall remain the same.

PACIFIC SCENE, INC. Kirk Bone
By Kirk Bone, Project Mgr. Date _____

Subcontractor TEICHET CONSTRUCTION
By Kirk Bone Date _____

Original Contract Amount \$667,895.00
Current Contract Amount \$667,895.00
This Change: Increase \$219,100.00
Decrease _____
New Contract Amount \$886,995.00

R. B. O'K
AUG 3 1979