



CITY OF SACRAMENTO

August 11th, 1981

9

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 5 1981
RVIN E. MORAES
REAL ESTATE SUPERVISOR

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Approval of Private Contract for Dos Rios Business
Park, Improvement Proceeding No. 5202

BACKGROUND INFORMATION

As a condition of approval of the parcel map for Dos Rios Business Park, attached is a private contract between Dos Rios Business Park, a California Limited Partnership, as Owner, and Trans-Sierra Construction, 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. Sligo
City Manager

APPROVED
BY THE CITY COUNCIL

AUG 11 1981

OFFICE OF THE
CITY CLERK

RHP:CGP:bb
Attachments
File #5202

August 11th, 1981
DISTRICT NO. 1

FORM #5202
SUMMARY OF COSTS

Improvement of Dos Rios Business Park, City of Sacramento - Off-site:

1. Clearing - grading	\$ 6,000.00
2. Earthwork	4,500.00
3. 7 & 4 paving	60,000.00
4. D/W	2,400.00
5. Curb #15	4,616.00
6. Curb #4	15,570.00
7. S/W	18,540.00
8. 4 & 4 paving	810.00
9. 2 x 12 HDR	1,470.00
10. 6" sewer service	1,500.00
11. 8" drain	3,600.00
12. GD #20	1,100.00
13. 10' CMP	400.00
14. 10' ACP	2,860.00
15. 12" RCP	18,870.00
16. DMH	4,000.00
17. Waterline	31,000.00
	<u>\$177,236.00</u>

9,516
1,810
2,860
8,286

100-7997

60 = 21

12" ACP

Barricade

St. Sisk

MH to Adj.

Perk to Roun.

trees to remove

900
4,520⁰⁰

8,060⁰⁰

210,000

200⁰⁰

1200⁰⁰

11,560

5,220

16,780

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A111

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is the

COST OF THE WORK PLUS A FEE

1978 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America

AGREEMENT

made as of the 13th day of March in the year of Nineteen
Hundred and Eighty-one

BETWEEN the Owner: Dos Rios Business Park, a California Limited Partnership

and the Contractor: Trans-Sierra Construction, Inc.
1718 - 3rd St., Sacramento, CA 95814

the Project: Dos Rios Business Park
North B & 12th St., Sacramento, CA 95814

the Architect: Morton & Pitalo, Inc.
1767 Tribute Rd., Sacramento, CA 95815

The Owner and the Contractor agree as set forth below.

Copyright 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, © 1978 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 16. If anything in the Contract Documents is inconsistent with this Agreement, the Agreement shall govern.

ARTICLE 2

THE WORK

- 2.1 The Contractor shall perform all the Work required by the Contract Documents for

(Here insert the caption descriptive of the Work as used on other Contract Documents.)

Off-site improvements, Dos Rios Business Park, Sacramento

ARTICLE 3

THE CONTRACTOR'S DUTIES AND STATUS

- 3.1 The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use his best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Owner.

ARTICLE 4

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 4.1 The Work to be performed under this Contract shall be commenced within Five (5) days after notice to proceed, from owner, and required permit(s), and, subject to authorized adjustments, Substantial Completion shall be achieved not later than are issued

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

September 15, 1981

ARTICLE 5

COST OF THE WORK AND GUARANTEED MAXIMUM COST

- 5.1 The Owner agrees to reimburse the Contractor for the Cost of the Work as defined in Article 8. Such reimbursement shall be in addition to the Contractor's Fee stipulated in Article 6.
- 5.2 The maximum cost to the Owner, including the Cost of the Work and the Contractor's Fee, is guaranteed not to exceed the sum of **One Hundred Seventy-seven Thousand Two Hundred Thirty-six** dollars (\$ **177,236.00**); such Guaranteed Maximum Cost shall be increased or decreased for Changes in the Work as provided in Article 7.

(Here insert any provision for distribution of any savings. Delete Paragraph 5.2 if there is no Guaranteed Maximum Cost.)

ARTICLE 6

CONTRACTOR'S FEE

- 6.1 In consideration of the performance of the Contract, the Owner agrees to pay the Contractor in current funds as compensation for his services a Contractor's Fee as follows:

Ten Percent (10%)

- 6.2 For Changes in the Work, the Contractor's Fee shall be adjusted as follows:

Additive Change Orders - Five Percent (5%)

- 6.3 The Contractor shall be paid **Ninety** percent (**90** %) of the proportional amount of his Fee with each progress payment, and the balance of his Fee shall be paid at the time of final payment.

ARTICLE 7

CHANGES IN THE WORK

- 7.1 The Owner may make Changes in the Work as provided in the Contract Documents. The Contractor shall be reimbursed for Changes in the Work on the basis of Cost of the Work as defined in Article 8.
- 7.2 The Contractor's Fee for Changes in the Work shall be as set forth in Paragraph 6.2, or in the absence of specific provisions therein, shall be adjusted by negotiation on the basis of the Fee established for the original Work.

ARTICLE 8

COSTS TO BE REIMBURSED

- 8.1 The term Cost of the Work shall mean costs necessarily incurred in the proper performance of the Work and paid by the Contractor. Such costs shall be at rates not higher than the standard paid in the locality of the Work except with prior consent of the Owner, and shall include the items set forth below in this Article 8.
- 8.1.1 Wages paid for labor in the direct employ of the Contractor in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor, and including such welfare or other benefits, if any, as may be payable with respect thereto.
- 8.1.2 Salaries of Contractor's personnel when stationed at the field office, in whatever capacity employed. Personnel engaged, at shops or on the road, in expediting the production or transportation of materials or equipment, shall be considered as stationed at the field office and their salaries paid for that portion of their time spent on this Work.
- 8.1.3 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the Cost of the Work under Subparagraphs 8.1.1 and 8.1.2.
- 8.1.4 The portion of reasonable travel and subsistence expenses of the Contractor or of his officers or employees incurred while traveling in discharge of duties connected with the Work.
- 8.1.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
- 8.1.6 Payments made by the Contractor to Subcontractors for Work performed pursuant to Subcontracts under this Agreement.
- 8.1.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the Contractor.
- 8.1.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.
- 8.1.9 Cost of premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain.
- 8.1.10 Sales, use or similar taxes related to the Work and for which the Contractor is liable imposed by any governmental authority.
- 8.1.11 Permit fees, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for causes other than the Contractor's negligence.
- 8.1.12 Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's Fee. If, however, such loss requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a Fee proportionate to that stated in Paragraph 6.1.
- 8.1.13 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.
- 8.1.14 Cost of removal of all debris.

- 8.1.15 Costs incurred due to an emergency affecting the safety of persons and property.
- 8.1.16 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

(Here insert modifications or limitations to any of the above Subparagraphs, such as equipment rental charges and small tool charges applicable to the Work.)

ARTICLE 9

COSTS NOT TO BE REIMBURSED

- 9.1 The term Cost of the Work shall not include any of the items set forth below in this Article 9.
- 9.1.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
- 9.1.2 Expenses of the Contractor's principal and branch offices other than the field office.
- 9.1.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- 9.1.4 Except as specifically provided for in Subparagraph 8.1.8 or in modifications thereto, rental costs of machinery and equipment.
- 9.1.5 Overhead or general expenses of any kind, except as may be expressly included in Article 8.
- 9.1.6 Costs due to the negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective or nonconforming Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.
- 9.1.7 The cost of any item not specifically and expressly included in the items described in Article 8.
- 9.1.8 Costs in excess of the Guaranteed Maximum Cost, if any, as set forth in Article 5 and adjusted pursuant to Article 7.

ARTICLE 10

DISCOUNTS, REBATES AND REFUNDS

- 10.1** All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

(Here insert any provisions relating to deposits by the Owner to permit the Contractor to obtain cash discounts.)

ARTICLE 11

SUBCONTRACTS AND OTHER AGREEMENTS

- 11.1** All portions of the Work that the Contractor's organization does not perform shall be performed under Subcontracts or by other appropriate agreement with the Contractor. The Contractor shall request bids from Subcontractors and shall deliver such bids to the Architect. The Owner will then determine, with the advice of the Contractor and subject to the reasonable objection of the Architect, which bids will be accepted.
- 11.2** All Subcontracts shall conform to the requirements of the Contract Documents. Subcontracts awarded on the basis of the cost of such work plus a fee shall also be subject to the provisions of this Agreement insofar as applicable.

ARTICLE 12

ACCOUNTING RECORDS

- 12.1** The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

ARTICLE 13

APPLICATIONS FOR PAYMENT

- 13.1** The Contractor shall, at least ten days before each payment falls due, deliver to the Architect an itemized statement, notarized if required, showing in complete detail all moneys paid out or costs incurred by him on account of the Cost of the Work during the previous month for which he is to be reimbursed under Article 5 and the amount of the Contractor's Fee due as provided in Article 6, together with payrolls for all labor and such other data supporting the Contractor's right to payment for Subcontracts or materials as the Owner or the Architect may require.

ARTICLE 14

PAYMENTS TO THE CONTRACTOR

- 14.1** The Architect will review the Contractor's Applications for Payment and will promptly take appropriate action thereon as provided in the Contract Documents. Such amount as he may recommend for payment shall be payable by the Owner not later than the **Tenth (10th)** day of the month.
- 14.1.1** In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that he has made audits of the supporting data, exhaustive or continuous on-site inspections or that he has made any examination to ascertain how or for what purposes the Contractor has used the moneys previously paid on account of the Contract.
- 14.2** Final payment, constituting the entire unpaid balance of the Cost of the Work and of the Contractor's Fee, shall be paid by the Owner to the Contractor **Thirty-five (35)** days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has been completed, the Contract fully performed, and final payment has been recommended by the Architect.
- 14.3** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

ARTICLE 15

TERMINATION OF CONTRACT

- 15.1** The Contract may be terminated by the Contractor as provided in the Contract Documents.
- 15.2** If the Owner terminates the Contract as provided in the Contract Documents, he shall reimburse the Contractor for any unpaid Cost of the Work due him under Article 5, plus (1) the unpaid balance of the Fee computed upon the Cost of the Work to the date of termination at the rate of the percentage named in Article 6, or (2) if the Contractor's Fee be stated as a fixed sum, such an amount as will increase the payments on account of his Fee to a sum which bears the same ratio to the said fixed sum as the Cost of the Work at the time of termination bears to the adjusted Guaranteed Maximum Cost, if any, otherwise to a reasonable estimated Cost of the Work when completed. The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Contract the Owner shall further assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said Work. The Contractor shall, as a condition of receiving the payments referred to in this Article 15, execute and deliver all such papers and take all such steps, including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in himself the rights and benefits of the Contractor under such obligations or commitments.

ARTICLE 16

MISCELLANEOUS PROVISIONS

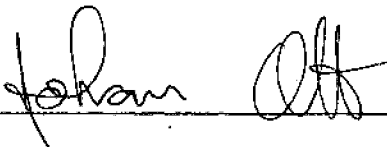
- 16.1 Terms used in this Agreement which are defined in the Contract Documents shall have the meanings designated in those Contract Documents.
- 16.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract, [General, Supplementary, and other Conditions], the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

- A. Letter of March 13, 1981, Cost Summary
- B. Civil Plans by Morton & Pitalo, dated 7-8-81, Page 1 thru 4.

This Agreement entered into as of the day and year first written above.

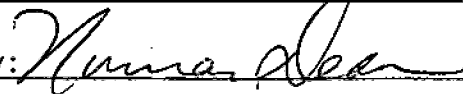
OWNER



CONTRACTOR

TRANS-SIERRA CONSTRUCTION, INC.

By:



Norman Dean, General Manager