



CITY OF SACRAMENTO

May 13th, 1980

11

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
MAY 7 1980

IRVIN E. MORAES
REAL ESTATE SUPERVISOR

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Approval of Private Contract for Camellia Gardens.
Elder Creek Road and Power Inn Road, Improvement
Proceeding No. 4764.

BACKGROUND INFORMATION

As a condition of approval of the Final Subdivision Map of Camellia Gardens, certain improvements are to be constructed. Attached is a private contract between Common Wealth Properties as the owner and Granite Construction, as the Contractor, for the construction of these 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

For Transmittal to City Council

for Walter J. Slipe
City Manager

May 13th, 1980
DISTRICT NO. 6

RHP:CGP:yg
Attachment
File No. 4764

APPROVED
BY THE CITY COUNCIL

MAY 13 1980

OFFICE OF THE
CITY CLERK



GRANITE CONSTRUCTION COMPANY

Morris E. W. City, Rm 207, 9th & I

Watsonville - 408 724-4711
 Salinas - 408 424-1555
 Santa Cruz - 408 423-8840
 Monterey - 408 394-3331
 Sacramento - 916 451-6531
 Bakersfield - 805 399-3361
 Santa Barbara - 805 964-9951
 Coalinga - 209 935-1501
 Stockton - 209 982-4750

Date of Proposal January 29, 1980

Proposal Valid Until February 15, 1980

PROPOSAL AND CONSTRUCTION CONTRACT

GRANITE CONSTRUCTION COMPANY, hereafter called "Contractor," and

Common Wealth Properties hereafter called the "Owner,"

agree as follows:

1. **Description and Location of Work.** Contractor agrees to perform the following work:

Improvements to Camellia Gardens

Located At Near Elder Creek Road and

65th Street Expressway, City of Sacramento

2. **Plans and Specifications.** The above work shall be performed in accordance with the following plans and specifications: **Per revised approved plans prepared by Murray Smith & Associates, dated October 19, 1978, and consisting of sheets 1 through 5 of 6.**

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:

The attached unit prices, based on the actual quantities used.

- 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 jointly determined by the Engineer, or other representative of Owner and Contractor, upon completion of all work hereunder.
- c. This Proposal and Construction Contract shall be void if Owner is unable to demonstrate to the satisfaction of Contractor prior to commencement of work his ability to make payments for the work to be performed hereunder in the manner and at the times set forth herein.

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. A working day is defined as any day except Saturdays, Sundays, and legal holidays and except days on which the Contractor is prevented by inclement weather or conditions resulting therefrom, adverse to the current controlling operation or operations from proceeding with at least 90% of the normal labor and equipment force required for such operation or operations.

* See **SPECIAL CONDITIONS.**

5. **Special Conditions.**

As listed on Sheet 3 of 3.

6. **Contract Documents.** The contract documents shall consist of this Agreement and attachments numbered **Sheets 2 through 3 of 3.**

Executed at Sacramento, California, January 29, 1980

If Acceptable Please Sign Original and Return

COMMONWEALTH PROPERTIES, INC.

GRANITE CONSTRUCTION COMPANY

State of California Contractor's License No. 89

BY Michael W. Snow
Owner Michael W. Snow, Vice President

BY [Signature]
Contractor

2233 Watt Ave. Suite 120, Sacramento, CA
Business Address

Job No. _____

Residence Address _____

Amfac
Name of Construction Lender

Address _____

This Contract Is Subject to the Terms and Conditions Appearing on the Reverse Side Hereof.

QUOTATION

Sheet 2 of 3

GRANITE CONSTRUCTION COMPANY

STATE OF CALIFORNIA CONTRACTOR'S LICENSE NO. 89

CONTRACTORS

Watsonville - 408 724-4711
 Salinas - 408 424-1555
 Santa Cruz - 408 423-8840
 Monterey - 408 394-3331
 Sacramento - 916 451-6531
 Bakersfield - 805 399-3361
 Santa Barbara 805 964-9951
 Coalinga - 209 935-1501

CAMELLIA GARDENS

Sacramento, Calif., January 29, 1980

UNIT PRICES

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	Clear & Grub	1 JOB L.S.	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
2.	Excavation	17,200 C.Y.	1 ⁰⁰	30,960 ⁰⁰
3.	5 1/2" A.C. Pavement	2502 Ton 72,799 S.F.	0 ⁸⁵	62,607 ¹⁴
4.	4" A.C. & 5" A.B. Pavement	1023 Ton 40,944 S.F.	0 ⁸⁶	36,030 ⁷⁴
5.	N 13 Curb & Gutter	7,256 L.F.	4 ⁰⁰	32,652 ⁰⁰
6.	3 1/2" Concrete Sidewalk	32,370 S.F.	1 ⁰⁰	38,844 ⁰⁰
7.	12" R.C.P., CL.III Drain Pipe	742 L.F.	14 ⁰⁰	10,388 ⁰⁰
8.	15" R.C.P., CL.III Drain Pipe	608 L.F.	16 ⁰⁰	10,032 ⁰⁰
9.	21" R.C.P., CL.III Drain Pipe	1,159 L.F.	22 ⁰⁰	25,498 ⁰⁰
10.	48" R.C.P., CL.III Drain Pipe	138 L.F.	76 ⁰⁰	10,488 ⁰⁰
11.	8" V.C.P. Drain Pipe	651 L.F.	11 ⁰⁰	7,161 ⁰⁰
12.	#20 Gutter Drains	17 EA	250 ⁰⁰	4,250 ⁰⁰
13.	#3 Drain Manhole	8 EA	840 ⁰⁰	6,720 ⁰⁰
14.	Saddle Drain Manholes	1 EA	1,600 ⁰⁰	1,600 ⁰⁰
15.	6" Sewer Pipe	3,415 L.F.	9 ⁰⁰	31,418 ⁰⁰
16.	#3 Sewer Manhole	11 EA	950 ⁰⁰	10,450 ⁰⁰
17.	Saddle Sewer Manhole	1 EA	1,600 ⁰⁰	1,600 ⁰⁰
18.	Sewer Services	98 EA	240 ⁰⁰	23,520 ⁰⁰
19.	Internal Drop Connections	5 EA	300 ⁰⁰	1,500 ⁰⁰
20.	Flusher Branches	4 EA	180 ⁰⁰	720 ⁰⁰
21.	Street Sign	9 EA	90 ⁰⁰	810 ⁰⁰
22.	Timber Barricades	8 EA	135 ⁰⁰	1,080 ⁰⁰
23.	Reconstruct Manholes	3 EA	250 ⁰⁰	750 ⁰⁰
24.	2" x 6" Header	75 L.F.	4 ⁰⁰	300 ⁰⁰
25.	Street Lights	1 JOB L.S.	42,000 ⁰⁰	42,000 ⁰⁰
26.	Water System	1 JOB L.S.	70,000 ⁰⁰	70,000 ⁰⁰
				\$ 466,378 ⁸⁶

TOTAL

GRANITE CONSTRUCTION COMPANY



Date: March 7, 1980

CHANGE ORDER NO. 1

OWNER'S AUTHORITY FOR CHANGE

Owner hereby authorizes Granite Construction Company to make the following changes in the plans and specifications for the Camellia Gardens project, located at Elder Creek Rd. in the City of Sacramento, as listed below, and to execute the work in accordance therewith, for which owner agrees to pay the amount set forth below in the manner provided for in the plans, specifications, and the original contract agreement.

Upon signed approval of this change order by the Owner and Contractor, this document shall become a part and parcel of that certain contract agreement executed by both parties dated January 29, 1980. Owner hereby grants a time extension of _____ additional working days to the time schedule as set forth in the original contract agreement.

Changes as follows:

CHANGE TO SPECIAL CONDITIONS OF CONTRACT ITEM e(7)

Item e(7) shall now read:

7. Our bid price for asphalt concrete is based on \$130.00 per ton for bulk paving asphalt, F.O.B. Elk Grove. The owner will be charged an additional \$0.06 per ton for asphalt concrete for each additional \$1.00 increase in the posted bulk paving asphalt price at the date of actual paving not to exceed \$6,500.00

In consideration for the above changes (Add) ~~(Deduct)~~ _____ Dollars (\$ _____)

STATUS OF CONTRACT ACCOUNT

Original Contract Sum.....	\$ 466,378.86
Total Change Order (Additions or Deductions to Date).....	\$ _____
Total Contract Sum at Date Hereof.....	\$ _____

Approved as above:

Approved as above by Owner:

Contractor GRANITE CONSTRUCTION COMPANY

Owner _____

By Dail D. [Signature]

Date March 11, 1980

Date MARCH 13, 1980

Commonwealth Properties, Inc.