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CITY OF SACRAMENTO

September 21st, 1982

DEPARTMENT OF ENGINEERING

915 I STREET
CITY HALL ROOM 207

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5281

CITY MANAGER'S OFFICE
RECEIVED
SEP 13 1982

J.F. VAROZZA
CITY ENGINEER
M.H. JOHNSON
ASSISTANT CITY ENGINEER

City Council
Sacramento, California

Honorable Members In Session

SUBJECT: Approval of Private Contract for P, Q, 3rd & 5th Streets,
Improvement Proceeding Number 5252

BACKGROUND INFORMATION

As a condition of the tentative map of P, Q, 3rd and 5th Streets, certain improvements are to be constructed. Attached is a private contract between the State of California, Public Employees' Retirement System and Granite Construction Company, as 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,


John F. Varozza
City Engineer

For Transmittal to City Council


Walter J. Slipe
City Manager

JFV:IEM:yg
Attachment

September 21st, 1982
DISTRICT NO. 1

APPROVED
BY THE CITY COUNCIL

SEP 21 1982

OFFICE OF THE
CITY CLERK

ARTICLES OF AGREEMENT made this 13th day of July, 1982.

By and Between the State of California, Public Employees' Retirement System, herein designated PERS, and Granite Construction Company hereinafter designated the Contractor:

WITNESSETH

1. That the Contractor, in consideration of the covenants and agreements herein contained on the part of PERS; covenants, promises and agrees with PERS, at his own proper cost and expense, to furnish all labor, materials and equipment, and to perform all work necessary to construct and complete in good workmanlike and substantial manner, and to the satisfaction of PERS, the

Headquarters Building Site Preparation,
Phase II, sewer and water relocation
Between 3rd & 5th, P and Q Streets
Sacramento, California

in accordance with the plans, specifications and documents therefor on file in PERS, as approved by the PERS Building Coordinator on June 14, 1982, which plans, specifications and documents are hereby specially referred to and by this reference are made a part of this Contract. The Contractor agrees to receive and accept the sum of One Hundred Forty-two Thousand Two Hundred Forty-five Dollars (\$142,245.00), as full compensation therefor, and also, unless expressly excepted in the said plans and specifications, as full compensation for the following: all loss or damage arising out of the nature of the work or, from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the Public Employees' Retirement System, and for all risks of every description connected with the work, and for all expense incurred by or in consequence or discontinuance of work, and for well and faithful completion of the work in the manner and according to the plans and specifications and the requirements of the Architects under them.

2. That PERS hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth herein, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

3. It is further stipulated and agreed between the parties that the starting date of the Contract will be fixed by PERS as a date within fifteen (15) calendar days after the date of approval of the Contract by the Board of Administration of the State of California, Public Employees' Retirement System, and in such manner that the Contractor will have been notified in writing at least five (5) calendar days prior to the date fixed for starting, and the Contractor shall fully complete all the work of the Contract, in first class working order and ready for acceptance by PERS, on or before the expiration of one hundred eighty (180) days from the starting time so fixed.

Time is expressly made the essence of this Contract.

4. That the attached Proposal Form and the statements of prevailing wages, as determined by the Department of General Services and appearing in two (2) booklets entitled "Labor Surcharge and Equipment Rental Rates" and "General Prevailing Wage Rates", published by the Department of Transportation, Division of Highways, are hereby specifically referred to and by this reference made a part of this Contract. Copies of these booklets are on file at 1416 9th Street, Room 1027, Sacramento, California, and Contractor shall post a copy thereof at each jobsite. That it is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of these Articles of Agreement and the bid or proposal of said Contract, then these Articles of Agreement shall control and nothing contained herein shall be considered as an acceptance of any terms of said proposal in conflict herewith.

5. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

In WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

STATE OF CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

GRANITE CONSTRUCTION COMPANY

BY: Robert D. Cannon
President, PERS
TITLE: Board of Administration
ADDRESS: 1416 9th Street
Sacramento, CA 95814

MANAGER: By: Jerry A. Wilkinson
Jerry A. Wilkinson, Vice Pres.
ADDRESS: Post Office Box 900
Watsonville, CA 95077
TELEPHONE: (408) 724-1011

APPROVED AS TO FORM:

BY: Thomas A. [Signature]
TITLE: Staff Counsel

Exempt from Department of General Services approval in accordance with the Office of the Attorney General, Department of Justice Opinion No. CV 78/79 issued January 29, 1979 and Government Code Section 20205.9

AMOUNT ENCUMBERED	APPROPRIATION	FUND		
\$ 142,245.00	20205 GC	PERF		
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
\$			1977	Continuing
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
\$	Investments			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
\$	Building Account - Support Operations			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE		
<u>Lena Cheng</u>		8-10-82		

ATTORNEY TO
CONTRACT DOCUMENTS

CONTRACT NUMBER	82-39

PROJECT
 Public Employees' Retirement System
 Headquarters Building Site Preparation
 Phase II, Sewer & Water relocation

LOCATION
 between 3rd & 5th, P & Q Streets
 Sacramento, California 95814

THE UNDERSIGNED HEREBY CONSTITUTES AND APPOINTS THE FOLLOWING NAMED PERSON OR PERSONS IN ADDITION TO PRINCIPALS OF THE FIRM:

NAME	SIGNATURE
Richard C. Solari, President	▶ <i>Richard C. Solari</i>
Jerry A. Wilkinson, Vice President & Asst. Secretary	▶ <i>Jerry A. Wilkinson</i>
Mike McElroy, Vice President & Asst. Secretary	▶ <i>Mike McElroy</i>
F. D. Moller, Jr., V.P., C.F.O., and Secretary	▶ <i>F. D. Moller, Jr.</i>
	▶
	▶

TO BE MY ATTORNEY OR ATTORNEYS IN FACT, WITH FULL AUTHORITY TO EXECUTE ALL WRITTEN DOCUMENTS AND DO ALL OTHER ACTS OF A BUSINESS NATURE RELATING TO ABOVE CONTRACT AS EFFECTIVELY AS I COULD MYSELF DO IF PERSONALLY PRESENT.

SUCH CONTRACT DOCUMENTS SHALL INCLUDE THE PROPOSALS, PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, CONTRACT BONDS, ANY AND ALL SUPPLEMENTARY AGREEMENTS ALTERING, AMENDING OR EXTENDING THE CONTRACT, INCLUDING CONTRACT CHANGE ORDERS, AND ANY AND ALL OTHER DOCUMENTS RELATING TO THE CONTRACT.

DATED July 13, 19 82

GRANITE CONSTRUCTION COMPANY
 CONTRACTOR

44103