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CITY CLERKS OFFICE  
CITY OF SACRAMENTO

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**CITY OF SACRAMENTO**

DEPARTMENT OF PUBLIC WORKS AUG 14 2 09 PM '85

ENGINEERING DIVISION  
August 5, 1985

CITY MANAGER'S OFFICE

THOMAS M. FINLEY  
Engineering Division Manager

RECEIVED  
AUG 13 1985

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of Payment for West El Camino and Azevedo Traffic Signals,  
Improvement Proceeding No. 5318, (C.C. 9625)

BACKGROUND

As a condition of the approval of the final subdivision map for Natomas Corporate Center, a private contract was required for the construction of traffic signals at the above location. The owners of the property, Natomas Corporate Center Associates, have executed a contract with May-Han Electric, Inc., (dba M & M Electric Company) for the construction of the traffic signals. Construction is now complete.

The subdivision agreement obligates the City to pay for 50% of the cost of the signal system. Based on a total cost of \$81,805.00, the City's share is \$40,902.50. (See Exhibits A and B.)

FINANCIAL

Funds for the City's portion have been budgeted in the 84-85 Fiscal Year from the South Natomas Community Improvement Funds (Fund No. 7-95) in the amount of \$75,000.00

RECOMMENDATION

It is recommended that the attached Resolution be adopted which authorizes and directs the Director of Finance to execute payment.

Respectfully submitted,

APPROVED  
BY THE CITY COUNCIL

*Thomas M. Finley*  
THOMAS M. FINLEY

AUG 20 1985

Engineering Division Manager  
OFFICE OF THE  
CITY CLERK

RECOMMENDATION APPROVED:

*Walter J. Slupe*

WALTER J. SLUPE  
City Manager

Approved:

*Melvin H. Johnson*

MELVIN H. JOHNSON  
Director of Public Works

BF:lw  
BF-02015

August 20, 1985  
District No. 1

12

EXHIBIT A

West El Camino and Azevedo Traffic Signal, C.C. 9625

The City of Sacramento will contribute the following:

1 Job	Construction of Traffic Signals	\$72,327.00
1 Job	Change Order for Traffic Signal Service	495.00
	Engineering Design Fee	8,183.00
	Spink Bid Processing Fee	<u>800.00</u>
TOTAL		\$81,805.00
City contribution at 50% of Total		\$40,902.50

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# RESOLUTION NO. 85-623

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

AUGUST 20, 1985

AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE TO REIMBURSE NATOMAS CORPORATE CENTER ASSOCIATES FOR CONSTRUCTION OF TRAFFIC SIGNALS AT WEST EL CAMINO AND AZEVEDO, (C.C. 9625)

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

That the Director of Finance is hereby authorized and directed to execute payment for reimbursement to Natomas Corporate Center Associates for construction of a traffic signal system at West El Camino and Azevedo in the amount of \$40,902.50.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**APPROVED**  
BY THE CITY COUNCIL

AUG 20 1985

OFFICE OF THE  
CITY CLERK

12

CONTRACT NUMBER KCS-1

ACCOUNT NUMBER \_\_\_\_\_

# SUB-CONTRACT AGREEMENT

The lender is:

NAME Bell Savings and Loan Association

ADDRESS P.O. Box 527

CITY/STATE San Mateo, California 94402

Date December 14, 1984

This agreement is by and between:

NAME KCS Development Company

ADDRESS 7919 Folsom Blvd., Suite 150

CITY/STATE Sacramento, California 95826

TELEPHONE (916) 381-1225

hereinafter called the Contractor, and

NAME May-Han Electric, Inc. (dba M & M Electric)

ADDRESS 1600 Auburn Boulevard

CITY/STATE Sacramento, California 95815

TELEPHONE (916) 929-0150

hereinafter called the Sub-Contractor for the work on **construction of traffic signals and street lighting systems at West El Camino Avenue and Azevedo Drive.**

NAME Natomas Corporate Center Associates

ADDRESS 7919 Folsom Boulevard, Suite 150

CITY/STATE Sacramento, California 95826

called Owner, (and) in accordance with certain plans and specifications prepared by **the City of Sacramento Engineering Dept.**

~~Sheets E-1 through E-3 dated June 1982 and Sheets E-4 through E-6 dated October 1984 and Special~~

**Provisions**

Sub-Contractor having thoroughly informed himself of the conditions surrounding the work by thorough examination and comparison of all plans and specifications insofar as they relate in any way to the work to be undertaken herein, agrees to furnish all material, labor, supervision, tools, appliances, permits and certificates necessary to construct and complete in a workmanlike manner, in strict accordance with said plans and specifications including the general and special conditions and details illustrative thereof, as approved by the Contractor, **the construction of traffic signals and street lighting systems for West El Camino Avenue and Azevedo Drive in the City and County of Sacramento, California as set forth in construction documents adopted October 1984 by the City of Sacramento. All work performed shall comply with the requirements of Chapter 58 of the Sacramento City Code (Ordinance No. 3129 Fourth Series) and shall further conform the Plans referenced above, City of Sacramento standard specifications (Resolution No. 81-042) and special provisions, a copy of which is attached hereto. The work shall be performed**

for the sum of **Seventy-Two Thousand Three Hundred Twenty Seven and no/100** Dollars \$ **72,327.00**

including all taxes and fees which may now or hereafter be levied.

In performance of the work described above the parties agree as follows:

A. Time is the essence of this contract. The Sub-Contractor shall commence the work promptly as directed by the Contractor, and prosecute same energetically and expeditiously, in full cooperation with the Contractor, other Sub-Contractors, and in accord with the requirements of the general construction as determined by the Contractor until fully completed and accepted; taking into account acts of God, strikes, lockouts, and similar action beyond the control of the Sub-Contractor. He shall comply with all State and Federal health, safety and environmental laws, ordinances, codes and regulations of all governmental authorities relating to said work or workmen, employ labor under conditions satisfactory to the Contractor and discontinue the employment on this contract of any employees unsatisfactory to the Contractor; furnish and maintain all insurance policies hereinafter required; insure his own risk in or about the building project, including all his temporary material, structures, tools and equipment used by him or his Sub-Contractors; remove and replace promptly all his defective or non-conforming work or material; report in writing any errors, inconsistencies, or omissions relating to his work; and deliver to the Contractor written applications for progress payments by the 13th day of each calendar month, except the final application which shall be delivered to the Contractor on completion and acceptance of the Sub-Contractor's work. He shall not assign or sublet this contract as a whole nor any moneys due or to become due him hereunder, without previous written consent of the Contractor; and not to deviate from said plans, specifications and details, except on written order of the Contractor.

B. The Sub-Contractor certifies that he is an independent Contractor within the scope of all federal, state, and local codes, acts and ordinances and is solely responsible under all such codes, acts and ordinances for all payroll taxes, deductions, withholdings, and contributions. Sub-Contractor shall protect and fully indemnify the Owner, Contractor and Surety against all liability for claims and liens for labor, materials, equipment and supplies, including attorneys fees, resulting therefrom which may accrue from labor employed by, or materials, equipment and supplies ordered by the Sub-Contractor. Nothing herein shall be construed as affecting the Sub-Contractor's rights to protect himself through claims or liens on his own behalf. Sub-Contractor shall indemnify the Contractor and owner against and save them harmless from any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits or liability, on account of any act or omission of the Sub-Contractor, or any of his officers, agents, employees or servants. The Sub-Contractor shall maintain Workmen's Compensation Insurance and Public Liability Insurance for Bodily Injury and Property Damage in an amount acceptable to the Contractor continuously during the life of this contract. Such insurance shall cover liability from all hazards including ownership, use, and maintenance of any automotive equipment, and including products and completed operations. At the request of the Contractor, the Sub-Contractor shall procure for the Contractor from the insuring company a certificate of insurance, evidencing the types of insurance and limits carried. Policies shall have a cancellation clause making it mandatory that ten days written notice be given the Contractor before any reduction or cancellation in coverage.

C. The Sub-Contractor shall comply with, observe and be bound by all terms and provisions of any collective bargaining agreements executed by Contractor or on Contractor's behalf, which do not conflict with the terms and provisions of the Collective Bargaining Agreements executed by the Sub-Contractor to the extent that the terms and provisions of such agreements can legally be applied to the work to be done hereunder. Sub-Contractor agrees that if any portion of such work is further sub-contracted such further Sub-Contractor shall be bound by and observe the terms and provisions of such collective bargaining agreements to the same extent as is herein required of Sub-Contractor; and that an express provision imposing such obligation upon the further Sub-Contractor shall be included in any such further sub-contract. Sub-Contractor shall indemnify and save Contractor harmless from and against any liability, claim, loss, damage or cause of action resulting in any way, directly or indirectly, from failure to comply with the requirements of this paragraph.

D. CONTRACTOR agrees to pay SUBCONTRACTOR in monthly payments of 90 % of labor and materials which have been placed in position and for which payment has been made by OWNER to CONTRACTOR. The remaining 10 % shall be retained by CONTRACTOR until he receives final payment from OWNER, but not less than thirty-five days after the entire work required by the prime contract has been fully completed in conformity with the Contract Documents and has been delivered and accepted by OWNER, ARCHITECT, and CONTRACTOR. Subject to the provisions of the next sentence, the retained percentage shall be paid SUBCONTRACTOR promptly after CONTRACTOR receives his final payment from OWNER. SUBCONTRACTOR agrees to furnish, if and when required by CONTRACTOR, payroll affidavits, receipts, vouchers, releases of claims for labor, material and subcontractors performing work or furnishing materials under this Agreement, all in form satisfactory to CONTRACTOR, and it is agreed that no payment hereunder shall be made, except at CONTRACTOR'S option, until and unless such payroll affidavits, receipts, vouchers or releases, or any or all of them, have been furnished. Any payment made hereunder prior to completion and acceptance of the work, as referred to above, shall not be construed as evidence of acceptance of any part of SUBCONTRACTOR'S work.

E. The Contractor reserves the rights to retain out of the moneys due or to become due to the Subcontractor, an amount sufficient to indemnify the Contractor against loss by reason of lien or claim against the Subcontractor, including reasonable cost of litigation thereunder, if the Contractor might be held directly or indirectly liable for such lien or claim, until such liability shall cease to exist; to require as a prerequisite to making any payment to the Subcontractor, satisfactory evidence that the Subcontractor has paid or made arrangements to pay which are satisfactory to the Contractor, at least 90 percent of the cost of the total work (labor, materials, taxes, etc.) for which such payment is to be made.

F. The Contractor has the right to make written changes in the plans, specifications and details. The Subcontractor shall be governed by such changes on presentation to him. Price allowances for extra work or deductions for reduced work caused by such changes shall be mutually agreed upon in writing. Such agreements shall be subject to arbitration as hereinafter provided.

G. In case of dispute as to the true intent of the plans and specifications or of this agreement, either party thereto may demand settlement of the dispute by reference to a Board of Arbitration consisting of one person selected by the Contractor, one person selected by the Subcontractor and these two to select a third person. The written decision of any two members of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such arbitration. Neglect of either party to appoint an arbitrator within three days after written notice by certified or registered mail has been delivered to his last known address by the party demanding the arbitration shall operate as a waiver of his right to arbitrate and the question in dispute shall be decided by the arbitrator already appointed. No dispute shall interfere with the progress of the general construction.

H. The Subcontractor shall furnish all materials, labor, tools, equipment and supplies necessary for the performance of this Subcontract in a proper efficient and workmanlike manner. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such other time or times as the Contractor may direct, and so as to promote the general progress of the entire construction, and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other Subcontractor. If Contractor shall deem it necessary, Subcontractor, at its own expense and on demand of Contractor, shall provide additional work forces, overtime, additional shifts and shall expedite the furnishing of materials so as to meet the progress schedule. Any materials that are to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to perform and complete its work within the time or times provided for herein. The Subcontractor agrees to reimburse the Contractor for any and all liquidated damages that may be assessed against and collected from the Contractor by the Owner, which are attributable to or caused by the Subcontractor's failure to furnish the materials and perform the work required by this Subcontract within the time fixed and/or in the manner provided for herein, and in addition thereto, agrees to pay to the Contractor such other or additional damages as the Contractor may sustain by reason of such delay by the Subcontractor. The payment of such damages shall not release the Subcontractor from its obligation or otherwise fully perform this Subcontract. Upon written request by the Contractor, the Subcontractor shall furnish to the Contractor such evidence as the Contractor may require relating to the Subcontractor's ability to fully perform this Subcontract in the manner and within the time specified herein.

In the event the Subcontractor fails to comply or becomes disabled from complying with the provisions herein as to character and time of performance, and the failure is not corrected within forty-eight hours after written request by the Contractor to the Subcontractor, the Contractor may, without prejudice to any other right or remedy, take over and complete the performance of this Subcontract at the expense of the Subcontractor, or the Contractor may, without taking over the work, furnish the necessary materials and may employ any other person or persons including another subcontractor to finish the work and provide the materials therefor, all without liability on the part of the Contractor for any damage, wear or tear depreciation, theft, action of the elements, acts of God, fire, flood, vandalism, or other injury or damage to the said materials, tools, and appliances and in case of such discontinuance of the employment by Contractor, Subcontractor shall not be entitled to receive any further payment under this Subcontract until the said work shall be wholly finished and Contractor shall have received payment in full therefor from Owner, at which time, if the unpaid balance of the amount to paid under this Subcontract, exceeds the expenses incurred by the Contractor in finishing the work, such excess shall be paid by the Contractor to the Subcontractor; but if such expense shall exceed such unpaid balance, then the Subcontractor shall pay the difference to the Contractor. As used in this Section the word "expense" shall be defined to mean actual cost to Contractor plus an amount equal to fifteen per cent (15%) of such cost on account of overhead. The expense incurred by the Contractor as herein provided, either for furnishing materials or for finishing the work, and any damages incurred by such default, shall be chargeable to and paid by such Subcontractor and the Contractor shall have a lien upon all materials, tools and appliances taken possession of, as aforesaid, to secure the payment thereof.

Contractor shall have the right to enter upon the premises and take possession, for the purpose of completing the work included in the Subcontract, of all materials, tools and appliances thereon.

It is agreed that Subcontractor shall be considered as disabled from prosecuting the work covered by this Subcontract if Subcontractor's interest herein, or any part thereof, be assigned or transferred in any manner, either voluntarily or involuntarily or by operation of law, or if a petition under any of the Chapters of the Bankruptcy Act or a petition for the appointment of a Receiver is filed by or against Subcontractor, or if Subcontractor dies or becomes insolvent.

I. During the course of construction, the Subcontractor shall remove his waste materials and maintain the premises at all times in a clean and orderly condition. Upon completion of the work under this Agreement, the Subcontractor shall remove from the site all temporary structures and debris incident to his operation. If Subcontractor fails to clean-up within two days after written notification by the Contractor to do so, the Contractor may proceed with that function as he adjudges necessary and in the manner he may deem expedient, and will deduct the cost thereof from moneys due under this Agreement.

J. No payment made under this contract, except the final payment, shall be conclusive evidence of the performance of this contract, either in whole or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. In case of loss or destruction of said work by fire, earthquake, or any other cause, and in event that the Contractor is paid any money as payment for such loss or destruction, the Contractor shall pay a just share to the Subcontractor. Any riders or special conditions attached hereto shall become a part of this agreement upon the signature of both parties being affixed thereto. In case of default of either party nothing herein shall affect the rights of the injured party to adopt any legal means he may deem necessary to protect his interests and recover damages including reasonable attorney fees from the party in default.

K. If the Contractor fails to make any of the payments provided for herein when due, the Subcontractor shall have the right, after five days written notice delivered to the Contractor's last known address, to demand and receive, in addition to the sum due, interest thereon at the rate of ten (10) per cent per annum, beginning on the day following the above mentioned due date.

L. With the execution of this Agreement, Subcontractor shall, if required by Contractor, and at Contractor's expense obtain a Labor and Material Bond and Faithful Performance Bond in an amount requested by Contractor. Said bonds shall be secured by a surety company, acceptable to the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assigns on the day and year first above written.

CONTRACTOR KCS Development Company

SUBCONTRACTOR May-Han Electric, Inc.

Charles A. Sumner, II  
By Charles A. Sumner, II, Partner  
Title

DATE 12-28-84

Robert O. Spears  
By ROBERT O. SPEARS  
ATTORNEY-IN-FACT  
DATE 12-26-84

**M & M** ELECTRIC

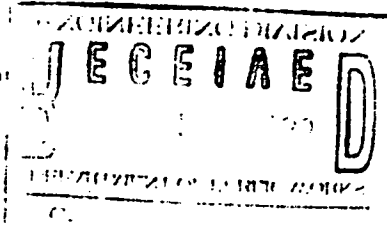
ELECTRICAL CONTRACTORS

1600 AUBURN BOULEVARD

PHONE (916) 929-0150

SACRAMENTO, CALIFORNIA 95815

March 12, 1985



City of Sacramento  
Electrical Engineering Department  
915 I Street  
Sacramento, CA. 95814

Attention: Robert Brown

Subject: W. El Camino and Azevedo  
Traffic Signal Service

Dear Sir,

Regarding our conversation to modify existing service to  
accept new Traffic Signal.

The total additional cost will be \$495.00.

Thank you.

Sincerely,

Robert O. Spears  
Project Estimator

ROS/kh



# THE SPINK CORPORATION

720 F STREET • P.O. BOX 2511 • SACRAMENTO, CA 95811 • TELEPHONE (916) 444-8170

OVER FIFTY YEARS OF SERVICE

July 19, 1985

Mr. Bill Krum  
KCS Development  
7919 Folsom Boulevard, Suite 150  
Sacramento, California 95826

Dear Bill:

### NATOMAS CORPORATE CENTER

At your request, I have checked our records for costs incurred for the signal system development at Natomas Park Drive and West El Camino. The signal system was designed by the City of Sacramento. Upon completion, we put together a bid package of plans and specifications, advertised the improvements and received bids. The cost for this effort was \$800.00.

If you have any questions, please call me.

Sincerely,

Stephen R. AuClair

SRA:jo

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Craig H. Wecker, L.S.

Joseph E. Spink, C.E. (1889-1959)

SACRAMENTO

ORINDA

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