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# CITY OF SACRAMENTO

## DEPARTMENT OF PUBLIC WORKS

915 I STREET SACRAMENTO, CALIFORNIA 95814  
CITY HALL ROOM 207 TELEPHONE (916) 449-5281

CITY MANAGER'S OFFICE  
**RECEIVED**  
NOV 16 1983

J.F. VAROZZA  
Director  
M.H. JOHNSON  
Asst. Director

November 22, 1983

City Council  
Sacramento, California

Honorable Members In Session:

**SUBJECT:** Approval of Private Contract for Larchmont Valley Hi  
Unit No. 14, located on Franklin Blvd., and Mack Road.  
Improvement Proceeding No. 5029

### BACKGROUND INFORMATION

As a condition of approval of the Final Subdivision map for Larchmont Valley Hi Unit No. 14, certain improvements are to be constructed. Attached is a private contract between U. S. Homes Corporation - Phoenix Land Development Division, as owner and Granite Construction Company, as the Contractor for the construction of the subdivision improvements.

**APPROVED**  
BY THE CITY COUNCIL

NOV 22 1983

OFFICE OF THE  
CITY CLERK

### 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*  
JOHN F. VAROZZA  
Director of Public Works

Recommendation Approved

*Walter J. Slipes*  
For: Walter J. Slipes  
City Manager

November 22, 1983  
DISTRICT NO. 8

JFV:IEM:yg  
attachment



# GRANITE CONSTRUCTION COMPANY

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  
 Sparks - 702 358-8792  
 Tucson - 602 748-8000

Date of Proposal October 11, 1983

Proposal Valid Until November 15, 1983

## PROPOSAL AND CONSTRUCTION CONTRACT

GRANITE CONSTRUCTION COMPANY, hereafter called "Contractor," and

U.S. Homes Corporation - Phoenix Land Development Div. hereafter called the "Owner,"  
2421 East Southern Ave. #3, Tempe, AZ 85282  
agree as follows:

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

Improvements to Larchmont Valley Hi Unit No. 14

Located At Newgate Way and Hinchman Way,  
Sacramento, California.

2. **Plans and Specifications.** The above work shall be performed in accordance with the following plans and specifications:

Per approved plans by The Spink Corporation dated July 1, 1983, consisting of sheets 1 through 7 of 7, E-1 through E-3 of E-3, 1 of 1, G-1 & G-2 and the City of Sacramento Standard Construction Specifications dated May 1981.

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:

Per Unit Price Schedule Attachment "A".

- a. In accordance with the provisions of Paragraph 3 on the reverse side hereof, progress payments shall be 90 % of the estimate and the sum of 1 1/2 % per month shall be added to any balance unpaid when due.
- b. The above prices shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied.
- c. 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.
- d. 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. At the option of Contractor, this agreement shall be void unless notice to proceed is received within ten (10) working days following execution of this agreement by Owner. \*See Special Condition.

5. **Special Conditions.**

See Attachment "B".

6. **Contract Documents.** The contract documents shall consist of this Agreement and attachments numbered "A" & "B"

Executed at Sacramento, California, October 11, 1983

If Acceptable Please Sign Original and Return

BY [Signature]  
Owner

GRANITE CONSTRUCTION COMPANY  
State of California Contractor's License No. 89  
BY [Signature]  
Contractor

Business Address \_\_\_\_\_

Job No. \_\_\_\_\_

Residence Address \_\_\_\_\_

Name of Construction Lender \_\_\_\_\_

Address \_\_\_\_\_

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

## GENERAL CONDITIONS

1. **WORKMANSHIP AND MATERIALS:** Subcontractor acknowledges that it is familiar with the nature and location of the work. All work shall be performed by Subcontractor in a workmanlike manner, and Contractor shall use its best skill and judgment in the performance of all work under this contract.

2. **COMMENCEMENT AND PROGRESS:** Contractor shall commence the performance of this contract as soon as practicable following notification by the Owner to do so, and shall continue diligently to complete such work in conformity with this agreement and in accordance with the plans and specifications.

3. **PAYMENTS:** Contractor shall receive progress payments monthly in proportion to the amount of work completed. Within ten (10) days after Owner receives a statement from Contractor setting forth the proportionate part of the work which Contractor's estimate shows to have been earned during the period covered by such statement, Owner will pay to Contractor the percentage amount set forth under Paragraph 3 (a) on the face hereof. The remaining amount due Contractor shall be paid to it within thirty-five (35) days after final completion of the work by Contractor. The proportionate amount of work billed on Contractor's progress billings shall be subject to the approval of Engineer of Owner. Progress payments shall not be construed an acceptance of any work, the entire work being subject to final inspection and approval by Owner. As it would be extremely difficult to fix and ascertain the actual damages the Contractor would sustain by non-payment of moneys due to Contractor under the terms of this agreement at the times and in the manner specified herein, it is hereby agreed by the parties hereto that the Owner shall pay to the Contractor in addition to all sums due hereunder the sum of the percentage per month set forth under Paragraph 3 (a) on the face hereof as a fixed amount of any balance unpaid when due under this agreement. Nothing contained herein shall be deemed a consent by the Contractor extending the due date for payment under this agreement.

4. **CHANGES IN THE WORK:** Owner may, from time to time, by instructions or drawings issued to Contractor, make changes in the scope of work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original contract. The price or a formula for establishing the price for such work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter.

5. **COST OF THE WORK:** Contractor shall pay for all work required under this contract, save and excepting such items thereof as shall be designated as the responsibility of Owner in the plans and specifications, or in the special provisions.

6. **INDEMNITY:** Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments arising from or out of any negligence of Contractor, its agents, employees, or subcontractors, in performing the work under this contract.

7. **RESPONSIBILITY FOR WORK:** Contractor shall be responsible for and shall bear any loss of or damage to the work and all materials, supplies and equipment until acceptance thereof unless such loss or damage results from the actions, fault or negligence, either active or passive, of the Owner, his agents, employees, contractors or anyone acting on owners behalf.

8. **INSURANCE:** Contractor shall maintain such insurance as will protect it from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this contract. A certificate of such insurance shall be filed with the Owner if he so requests.

9. **UNAVOIDABLE DELAYS — EXTENSION OF TIME:** In the event Contractor shall be delayed in the performance of the work under this contract by causes beyond the control of the Contractor and without the fault or negligence of Contractor, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, in either its sovereign or contractual capacity, fire, flood, epidemics, strikes, freight embargos, inclement weather, unsuitable ground conditions or delays caused by Vendors or other Contractors, Contractor shall have such period of time to complete the performance of this contract as shall be necessary as a result of any such causes.

10. **CHANGED CONDITIONS:** In the event sub-surface or latent physical conditions differ materially from those indicated in this contract, or in the event there exists unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered in work of the character provided for in this contract, Contractor shall advise Owner of the existence of such conditions and the parties shall equitably adjust the contract price to provide for any increase resulting from such condition.

11. **LAWS AND REGULATIONS:** Contractor shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government and particularly those regulations relating to hours and working conditions.

12. **OWNER DEFINED:** Owner represents he is the Owner in fee simple of the real property upon which the construction improvement is to be made. For the purpose of administration, wherever in this contract the word "Owner" is used it shall include the Architect, Supervising Engineer and any other duly authorized representative of the Owner.

13. **ACCEPTANCE:** Upon receipt of written notice from Contractor requesting acceptance of the work being performed hereunder, Owner shall promptly inspect the job and, in the event the same has been completed in conformity herewith, provide Contractor with a Notice of Completion. In the event the work performed is subject to further inspection and/or final acceptance by another party, and such inspection and/or final acceptance cannot be obtained through no fault of Contractor, then in such event the work shall be deemed completed and accepted. Such acceptance shall not relieve the Contractor of responsibility for repairs or replacement from faulty materials and workmanship which appear within a period of one year from the date of such completion.

14. **BUILDING PERMITS:** Owner will obtain and pay for all building permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other such similar items required for the performance of work hereunder.

15. **SUBCONTRACTING:** Contractor shall have the right to subcontract any portion of the work hereunder, and all work performed by subcontractors shall be subject to all of the applicable terms and conditions of the contract documents.

16. **LIENS AND CLAIMS:** Contractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the work done hereunder. Owner warrants that the contractors right to Mechanics Lien has not been and will not be waived by Owner or anyone else without specific approval of Contractor.

17. **FAILURE TO MAKE PAYMENTS:** In the event Owner shall fail to make payment at the times and in the amounts provided for in this agreement, Contractor shall have the right to stop work. In such event all amounts due Contractor, including retention, shall immediately become payable and Contractor shall have the right to recover all damages sustained by Contractor as a result of such breach of contract by Owner.

18. **TERMINATION BY OWNER:** In the event Contractor shall fail to perform any provision of this agreement, and such failure should continue for thirty (30) days after receipt of written notice from Owner, then Owner may terminate this contract and cause the balance of the work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the contract price, Contractor shall promptly pay such difference to Owner on demand.

19. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce any of the terms hereof, it is agreed that the prevailing party shall be entitled to a judgment for his costs and reasonable attorney's fees.

20. **NOTICES:** Any notice required or permitted hereunder may be served personally on the Superintendent of Construction, or on the duly authorized representative of the Owner at the jobsite, or may be served by certified mail directed to the address of the party shown on the face of this contract.

21. **ASSIGNMENT:** This agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.

22. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.

23. **JURISDICTION:** It is understood and agreed that each and every provision of this contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the State of California and this contract shall be deemed to have been made and entered into at Watsonville, California.

California Law requires the following statement to be included in a written contract when the contractor performs work as a prime contractor within the State of California to which the written contract applies: "Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board  
P.O. Box 26000  
Sacramento, CA 95826

QUOTATION

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  
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 Stockton - 209 982-4750



**GRANITE CONSTRUCTION COMPANY**  
 STATE OF CALIFORNIA CONTRACTOR'S LICENSE NO. 83  
 CONTRACTORS

Attachment "A" Sacramento, Calif., October 11, 1983

LARCHMONT VALLEY UNIT NO. 14

Item	Description	Estimated Quantity	Unit Price	Amount
1.	Clearing & Grubbing	1 Job	LS	\$ 8000 <sup>00</sup>
2.	Excavation Grading	16,871 C.Y.	\$ 1 <sup>75</sup>	29,524 <sup>25</sup>
3.	Fill Grading	232 C.Y.	1 <sup>00</sup>	232 <sup>00</sup>
4.	A.C. Pavement, 5 1/2"	3,210 Tons	26 <sup>00</sup>	83,460 <sup>00</sup>
5.	A.C. Pavement, 4"	632 Tons	26 <sup>00</sup>	16,432 <sup>00</sup>
6.	Aggregate Base	790 Tons	10 <sup>50</sup>	8,295 <sup>00</sup>
7.	Pit Run Base	4,560 Tons	6 <sup>00</sup>	27,360 <sup>00</sup>
8.	Curb & Gutter No. 4	356 L.F.	7 <sup>50</sup>	2670 <sup>00</sup>
9.	Curb & Gutter No. 13	7,800 L.F.	6 <sup>20</sup>	48,360 <sup>00</sup>
10.	3 1/2" x 4 1/2' P.C.C. Sidewalk	36,432 S.F.	0 <sup>85</sup>	30,967 <sup>20</sup>
11.	Street Sign	7 Each	150 <sup>00</sup>	1050 <sup>00</sup>
12.	2" x 6" D.F. Header Board	40 L.F.	5 <sup>00</sup>	200 <sup>00</sup>
13.	Timber Barricade	4 Each	185 <sup>00</sup>	740 <sup>00</sup>
14.	Manhole No. 3	7 Each	850 <sup>00</sup>	5950 <sup>00</sup>
15.	Manhole No. 3 w/Flat Slab	4 Each	950 <sup>00</sup>	3800 <sup>00</sup>
16.	Gutter Drain No. 20	21 Each	350 <sup>00</sup>	7350 <sup>00</sup>
17.	8" V.C. Pipe	661 L.F.	14 <sup>00</sup>	9254 <sup>00</sup>
18.	12" Drain Pipe	2,208 L.F.	14 <sup>00</sup>	30,912 <sup>00</sup>
19.	Manhole No. 3	16 Each	1000 <sup>00</sup>	16,000 <sup>00</sup>
20.	4" Sewer Service	106 Each	240 <sup>00</sup>	25,440 <sup>00</sup>
21.	6" V.C. Pipe	3,844 L.F.	12 <sup>00</sup>	46,128 <sup>00</sup>
22.	8" V.C. Pipe	150 L.F.	12 <sup>60</sup>	1890 <sup>00</sup>
23.	Flushing Branch	1 Each	350 <sup>00</sup>	350 <sup>00</sup>
24.	Street Lighting System	1 Job	23,500 <sup>00</sup>	23,500 <sup>00</sup>
25.	Water Distribution System	1 Job	73,000 <sup>00</sup>	73,000 <sup>00</sup>
26.	Clearing & Grubbing - Lots	1 Job	1000 <sup>00</sup>	1000 <sup>00</sup>
27.	Excavation - Lots	20,084 C.Y.	1 <sup>75</sup>	35,147 <sup>00</sup>
TOTAL:				538,011 <sup>45</sup>



QUOTATION

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GRANITE CONSTRUCTION COMPANY
STATE OF CALIFORNIA CONTRACTOR'S LICENSE NO. 89
CONTRACTORS

Attachment "B" Sacramento, Calif., October 11, 1983

LARCHMONT VALLEY HI UNIT NO. 14

Special Conditions

- 1. Arrangements for payment as set forth under Section 3 (d), "Payment", shall be established no later than November 12, 1983.
2. Prices are based on award of all items of work listed in this proposal.
3. Work shall be accomplished per our schedule, weather and ground conditions permitting, during normal working shifts.
4. Asphalt concrete pavement unit prices are firm through October 1984. The owner will be charged an additional \$0.06 per ton of asphaltic concrete placed for each \$1.00 increase in the posted bulk paving asphalt price, F.O.B. Elk Grove, which may occur after said date.
5. Granite Construction Company is responsible for installing curbs, gutters and sidewalks in conformance with Standard Specifications, but shall not be responsible for cracked or broken concrete which may be caused by soil conditions or activities of other parties.
6. Site shall be disc'd in lieu of stripping vegetation.
7. Lot pads shall be graded within +/-0.1 feet.
8. Bid proposal excludes the following:
a.) Cost of bonds. All lines, grades, permits, tests, inspection fees and engineering by others.
b.) Overexcavation and/or replacement of materials which may be required due to unsuitable ground conditions.
c.) Clearing not specifically shown on the contract drawings.
d.) Relocation or removal of existing utilities.
e.) Import or export of material as required to balance site.
f.) Lot swale grading.
g.) Sewer service clean-outs. (4" by 4" stakes will be placed at end of sewer lines in lieu of sewer service clean-outs.)