

4



CITY OF SACRAMENTO

January 5th, 1982

REAL ESTATE AND STREET ASSESSMENTS DIVISION
915 I STREET
CITY HALL ROOM 207
SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5626

IRVIN E. MORAES
REAL ESTATE SUPERVISOR

CITY MANAGER'S OFFICE
RECEIVED
DEC 29 1981

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Approval of Private Contract for Mesa Grande No. 4,
Improvement Proceeding Number 5185

BACKGROUND INFORMATION

Attached is a Contract for Council approval between H. C. Elliott, Inc., as owner and Granite Construction Company, as Contractor for improving by private contract Mesa Grande No. 4, Mack Road and Franklin Boulevard.

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
Asst. City Engineer

For Transmittal to City Council

Walter J. Slipe
for Walter J. Slipe
City Manager

January 5th, 1982
District No. 7

JFV: IEM: yg
Attachment
File No. 5185

APPROVED
BY THE CITY COUNCIL
JAN 5 1982
OFFICE OF THE
CITY CLERK

Bid and Sub-Contract Agreement

September 11, 1981

Date

GRANITE CONSTRUCTION COMPANY

(Sub-Contractor)

of 3801 Power Inn Road, Sacramento, CA 95826

hereby submits the following proposal to H. C. ELLIOTT, INC.

(Owner)

of 4101 Power Inn Rd., Sacto., CA 95826 on tract MESA GRANDE Unit 4

Sacramento, CA

with the understanding that upon acceptance, this bid will become a contract and will be binding to both parties.

Sub-Contractor agrees to furnish all materials and labor necessary to complete the following in accordance with the plans and specifications in an acceptable manner and to conform to industry standards, as well as the requirements and codes of all Governmental Authorities (including FHA and VA, if work is under their jurisdiction).

Furnish labor and materials to complete improvements to Mesa Grande Unit 4

per attached Granite Construction Company proposal dated September 4, 1981

and in accordance with the following plans and specifications:

Bid plans by the Spink Corporation, sheets 1 through 18, G-1 to G-4,

W-1, E-1, E-2, E-3, and the City of Sacramento Standard Specifications.

TOTAL CONTRACT PRICE \$ 989,809.20

TERMS OF PAYMENT: 15th month prox

5% retention held until project completion

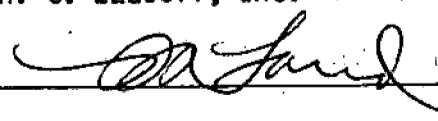
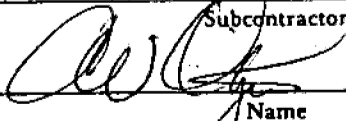
This contract is approved and accepted by Subcontractor.

This contract is approved and accepted by owner.

GRANITE CONSTRUCTION COMPANY

H. C. ELLIOTT, INC.

Subcontractor



Name

A. V. Otjen, Vice President

License No. 154102

By _____ Title

License No. 89



GRANITE CONSTRUCTION COMPANY

Watsonville - 408 724-471
 Salinas - 408 424-155
 Santa Cruz - 408 423-884
 Monterey - 408 394-333
 Sacramento - 916 451-653
 Bakersfield - 805 399-336
 Santa Barbara - 805 964-995
 Coalinga - 209 935-150
 Stockton - 209 982-475
 Sparks - 702 358-879
 Tucson - 602 748-800

Date of Proposal September 4, 1981

Proposal Valid Until September 25, 1981

PROPOSAL AND CONSTRUCTION CONTRACT

GRANITE CONSTRUCTION COMPANY, hereafter called "Contractor," and

H.C. Elliott, Inc., 4101 Power Inn Road, Sacramento, CA 95826 hereafter called the "Owner,"

agree as follows:

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

Improvements for Mesa Grande Unit #4.

Located At City of Sacramento

2. **Plans and Specifications.** The above work shall be performed in accordance with the following plans and specifications: Per unapproved plans prepared by The Spink Corporation, Sheets 1 through 18, G-1 to G-4, W-1, E-1, E-2, E-3, and the City of Sacramento Standard Specifications.

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:

See Attachment A.

- a. In accordance with the provisions of Paragraph 3 on the reverse side hereof, progress payments shall be 95 % 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. *Per our schedule, weather and ground conditions permitting,

5. **Special Conditions.** during normal working hours.

See Attachment "B".

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

Executed at Sacramento, California, September 4 1981

If Acceptable Please Sign Original and Return

GRANITE CONSTRUCTION COMPANY
State of California Contractor's License No. 89

BY _____
Owner

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 or 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

GRANITE CONSTRUCTION COMPANY

STATE OF CALIFORNIA CONTRACTOR'S LICENSE NO. 89

CONTRACTORS

Watsonville - 408 724-47
 Salinas - 408 424-15
 Santa Cruz - 408 423-88
 Monterey - 408 394-33
 Sacramento - 916 451-65
 Bakersfield - 805 399-33
 Santa Barbara - 805 964-99
 Coalinga - 209 935-15
 Stockton - 209 982-47

ATTACHMENT "A"

Sacramento, Calif., September 4, 1981

MESA GRANDE UNIT #4

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	Clearing & Grubbing (Streets)	One Job L.S.	\$1,000 ⁰⁰	\$1,000
2.	Excavation (Streets)	20,500 C.Y.	0 ⁹⁵	19,475
3.	Fill (Streets)	15 C.Y.	1 ⁰⁰	15 ⁰⁰
4.	Clearing & Grubbing (Lots)	One Job L.S.	3,465 ⁰⁰	3,465 ⁰⁰
5.	Excavation (Lots & Stockpile)	49,500 C.Y.	0 ⁹⁵	47,025
6.	Fill (Lots & Spoil Site)	52,000 C.Y.	0 ⁷⁵	39,000 ⁰⁰
7.	Redwood Retaining Wall (Lots)	390 L.F.	12 ⁰⁰	4,680 ⁰⁰
8.	4" AC, 5" AB	56,820 S.F.	0 ⁹⁰	51,138 ⁰⁰
9.	5½" AC	112,200 S.F.	0 ⁸⁸	98,736 ⁰⁰
10.	Pit Run	6,421 TON	7 ²⁰	46,231 ²⁰
11.	Curb & Gutter 13	11,450 L.F.	5 ⁰⁰	57,250 ⁰⁰
12.	4' - 6" x 3½" PCC Sidewalk	51,255 S.F.	0 ⁸⁵	43,566 ⁷⁵
13.	Timber Barricade	20 Ea.	180 ⁰⁰	3,600 ⁰⁰
14.	2" x 6" D.F. Headerboard	100 L.F.	3 ⁰⁰	300 ⁰⁰
15.	2" x 10" D.F. Headerboard	35 L.F.	5 ⁰⁰	175 ⁰⁰
16.	Street Signs	11 Ea.	75 ⁰⁰	825 ⁰⁰
17.	6" Sanitary Sewer	6,780 L.F.	9 ³⁵	63,393 ⁰⁰
18.	8" VCP	642 L.F.	12 ⁶⁰	8,089 ²⁰
19.	10" VCP	403 L.F.	20 ⁰⁰	8,060 ⁰⁰
20.	Flushing Branch	4 Ea.	190 ⁰⁰	760 ⁰⁰
21.	Manhole #3	31 Ea.	975 ⁰⁰	30,225 ⁰⁰
22.	Service Sewer	172 Ea.	215 ⁰⁰	36,980 ⁰⁰
23.	Service Tee	18 Ea.	35 ⁰⁰	630 ⁰⁰
24.	12" Drainline	2,702 L.F.	12 ²⁰	32,964 ⁴⁰
25.	15" DrainLine	260 L.F.	20 ⁰⁰	5,200 ⁰⁰
26.	18" Drainline	914 L.F.	20 ⁹⁰	19,102 ⁶⁰
27.	21" Drainline	252 L.F.	27 ²⁰	6,854 ⁴⁰
28.	36" Drainline	523 L.F.	25 ⁷⁵	13,467 ²⁵
29.	42" Drainline	1,065 L.F.	28 ²⁵	30,086 ²⁵
30.	8" VCP Gutter Lead	1,186 L.F.	12 ⁸⁵	15,240 ¹⁰
31.	Gutter Drain No. 20	33 L.F.	295 ⁰⁰	9,735 ⁰⁰



QUOTATION

Woodville - 408 724.47
 Suisun - 408 424.15
 Santa Cruz - 408 423.88
 Monterey - 408 394.33
 Sacramento - 916 451.65
 Bakersfield - 805 399.33
 Santa Barbara - 805 964.99
 Coalinga - 209 935.15
 Station - 209 982.47

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

ATTACHMENT "A" (cont'd)

Sacramento, CA September 4, 1981

MESA GRANDE UNIT #4

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
32.	Manhole #3	14 Ea.	980 ⁰⁰	13,720 ⁰⁰
33.	Manhole #3A	5 Ea.	750 ⁰⁰	3,625 ⁰⁰
34.	Manhole #4	6 Ea.	2,130 ⁰⁰	12,780 ⁰⁰
35.	Water System	One Job L.S.	91,825 ⁰⁰	91,825 ⁰⁰
36.	Electrical System	One Job L.S.	32,150 ⁰⁰	32,150 ⁰⁰
37.	DELETED			
38.	Relocate Chain Link Fence w/Ground Cable Connect	One Job L.S.	500 ⁰⁰	500 ⁰⁰
39.	Slope Protection Rip Rap	One Job L.S.	2,500 ⁰⁰	2,500 ⁰⁰
40.	3" Gunite Lining	62,400 S.F.	1.40	87,360 ⁰⁰
41.	Inside Drop Connection	2 Ea.	300 ⁰⁰	600 ⁰⁰
42.	Saddle Manhole	1 Ea.	2,500 ⁰⁰	2,500 ⁰⁰
43.	10' Levee Road & Ramp (3" AB w/Oil Seal)	52,000 S.F.	0.43	22,360 ⁰⁰
44.	6' 0" Chain Link Fence	4,463 L.F.	6.55	28,340 ⁰⁰
TOTAL				989,809 ²⁰

13000 LY FILL

ADD FURNISH & INSTALL MESH IN 3" GUNITE 62,400 S.F. @ 15 9,360

#989,809.20
 - 3,465.00 Cl. & grab lots
 + 47,025.00 Excavation lots
 + 39,000.00 fill lots
 + 4,680.00 redwd. retaining wall
 + 5,720.00 1" of AB on levee Rd.
 + 9,360.00 mesh in gunite
 + 97,500.00 levee fill

920,469.20
 92,946.92 10.0977762% Eng.
 #1,013,416.12 Total Construction

FORM 1144 5152.58 4680+472.58 redwd. ret. wall
 1,018,568.70 TOTAL BOND



QUOTATION

Watsonville - 408 724-47
 Saffins - 408 424-15
 Santa Cruz - 408 423-88
 Monterey - 408 394-33
 Sacramento - 916 451-65
 Bakersfield - 805 399-33
 Santa Barbara 805 964-99
 Coalinga - 209 935-15
 Stockton - 209 982-47

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

ATTACHMENT "B"

Sacramento, Calif., September 4, 1981

MESA GRANDE UNIT #4 SPECIAL CONDITIONS

1. Site shall be disced in lieu of stripping vegetation.
2. Arrangements for payment which are satisfactory to contractor shall be established prior to start of construction, which shall be no later than September 30, 1981.
3. Work shall be accomplished per our schedule, weather and ground conditions permitting, during normal working shifts.
4. Add for bond if required.
5. Prices are based on award of all items of work listed in Attachment "A".
6. Lot pads shall be graded to within + 0.1'.
7. Work excludes the following:
 - a) All lines, grades, tests, engineering, survey layouts, permits and fees.
 - b) Any overexcavation and/or replacement of materials which may be required due to unsuitable ground conditions.
 - c) Relocation or removal of existing utilities.
 - d) Sewer service clean-outs.
 - e) Lot swale grading.
 - f) Masonry walls, excavation & backfill.
 - g) Landscaping.
8. In accordance with Section 7018.5 of the Business and Professions Code, State of California, attached is Form 104-A, "Notice to Owner Regarding Mechanics' Lien Law." Please indicate your receipt and understanding of this notice by signing on the acknowledgement line prior to executing this contract. Retain the pink copy for your files and return the original to Granite Construction Company.