



CITY OF SACRAMENTO

15

July 1st, 1980

CITY MANAGER'S OFFICE
RECEIVED
JUN 25 1980

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 Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Approval of Private Contract for Fruitridge
Industrial Park Unit No. 2, Improvement
Proceeding No. 4927

BACKGROUND INFORMATION

As a condition of approval of the subdivision map for Fruitridge Industrial Park Unit No. 2, attached is a private contract between Oates and Massie, as owners, and Granite Construction Company, as contractor, for the construction of the subdivision improvements.

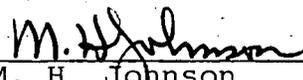
FINANCIAL DATA

There is no cost or income to the City.

RECOMMENDATION

It is recommended that said attached contract be approved.

Respectfully submitted,


M. H. Johnson
Deputy City Engineer

Recommendation Approved


Walter J. Slipe
City Manager

MHJ:CGP:bd
Attachment
File # 4927

APPROVED
BY THE CITY COUNCIL

JUL -1 1980

OFFICE OF THE
CITY CLERK

July 1st, 1980
DISTRICT NO. 6



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

Date of Proposal May 23, 1980

Proposal Valid Until June 13, 1980

PROPOSAL AND CONSTRUCTION CONTRACT

GRANITE CONSTRUCTION COMPANY, hereafter called "Contractor," and

Oates & Massie, 5101 Florin-Perkins Rd., Sacramento, CA 95826 hereafter called the "Owner,"

agree as follows:

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

Improvements to Fruitridge Industrial Park Unit #2

Located At Fruitridge Road and

88th Street, City of Sacramento

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

Prepared by Morton & Pitalo, Inc., Sheets 1 through 17, E-1 to E-3, and W-1 and the City of Sacramento Standard Specifications dated January 1967.

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" unit prices.

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.

***As per our schedule, weather and ground conditions permitting, during normal working hours.**

5. **Special Conditions.**

See Attachment "B"

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

Executed at Sacramento, California, May 23 19 80

If Acceptable Please Sign Original and Return

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

BY [Signature]
Owner

BY [Signature]
Contractor

5101 - FLORIN PERKINS RD.
Business Address

Job No. _____

1509 - UNIVERSITY AVE.
Residence Address

[Signature]
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:** Contractor acknowledges that it is familiar with the nature and location of the work. All work shall be performed by Contractor 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 an amount equal to 90 % of such estimate. The remaining 10 % 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 2% per month 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 firm 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 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 & 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 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
1020 N Street
Sacramento, CA 95814"



QUOTATION

Watsonville - 408 724-4711
 Salinas - 408 424-1555
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GRANITE CONSTRUCTION COMPANY
 STATE OF CALIFORNIA CONTRACTOR'S LICENSE NO. 89
 CONTRACTORS

ATTACHMENT "A" Sacramento, Calif., May 23, 1980

Improvements to Fruitridge Industrial Park Unit #2

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	Clearing & Grubbing	One Job L.S.	\$ 3,350 ⁰⁰	\$ 3,350 ⁰⁰
2.	Roadway Excavation	12,600 C.Y.	1 ²⁵	15,750 ⁰⁰
3.	Roadway Fill	2,700 C.Y.	0 ³²	864 ⁰⁰
4.	Curb & Gutter #4	8,680 L.F.	7 ¹⁰	61,629 ⁰⁰
5.	34 x 4.5' P.C.C. Sidewalk	39,390 S.F.	1 ¹⁰	43,329 ⁰⁰
6.	6" Concrete Driveway	725 S.F.	2 ³⁵	1,703 ⁷⁵
7.	A.C. Pavement	5,475 TONS	22 ⁶⁰	123,735 ⁰⁰
8.	Aggregate Base, C.L. II	9,820 TONS	7 ⁰⁰	68,740 ⁰⁰
9.	Street Sign Temp.	3 Ea.	125 ⁰⁰	375 ⁰⁰
10.	Timber Barricades	1 Ea.	195 ⁰⁰	195 ⁰⁰
11.	Gutter Drain #20	23 Ea.	310 ⁰⁰	7,130 ⁰⁰
Including Ditch Installations				
12.	8" V.C.P. (Drain Leads)	965 L.F.	11 ⁰⁰	10,615 ⁰⁰
13.	Manhole #3 (Drain)	12 Ea.	1,005 ⁰⁰	12,060 ⁰⁰
14.	12" Drain Pipe	1,548 L.F.	13 ¹⁵	20,356 ²⁰
15.	15" Drain Pipe	974 L.F.	15 ⁵⁰	15,097 ⁰⁰
16.	18" Drain Pipe	1,142 L.F.	17 ⁴⁵	19,927 ⁹⁰
17.	24" Drain Pipe	601 L.F.	24 ⁰⁰	14,424 ⁰⁰
18.	12" C.M.P. (14 ga.)	55 L.F.	14 ⁴⁵	794 ⁷⁵
19.	Reconstruct Manhole	4 Ea.	310 ⁰⁰	1,240 ⁰⁰
20.	Reconstruct Gutter Drain	1 Ea.	155 ⁰⁰	155 ⁰⁰
21.	8" V.C.P.	2,529 L.F.	11 ²⁵	28,451 ²⁵
22.	10" V.C.P.	707 L.F.	14 ¹⁵	10,004 ⁰⁵
23.	Manhole #3 (Sewer)	12 Ea.	1,045 ⁰⁰	12,540 ⁰⁰
24.	6" Sewer Services	19 Ea.	340 ⁰⁰	6,460 ⁰⁰
25.	8" Flushing Branch	1 Ea.	190 ⁰⁰	190 ⁰⁰
26.	2 x 12 D.F. Header Board	962 L.F.	3 ²⁰	3,078 ⁴⁰
27.	Class B - Double Seal Coat	400 S.Y.	2 ⁶⁰	1,040 ⁰⁰
28.	Bridge to Construct	One Job L.S.	92,946 ⁰⁰	92,946 ⁰⁰
29.	Cast-In-Place Concrete Piles	666 L.F.	20 ⁰⁰	13,320 ⁰⁰



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GRANITE CONSTRUCTION COMPANY

STATE OF CALIFORNIA CONTRACTOR'S LICENSE NO. 89
CONTRACTORS

Sacramento, Calif., May 23, 1980

ATTACHMENT "A"

Improvements to Fruitridge Industrial Park Unit #2 (cont'd)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	PRICE UNIT	TOTAL
30.	P.T.T. 4" Conduit & Hanger	420 L.F.	\$30 ⁰⁰	\$12,600 ⁰⁰
31.	Water Distribution System	One Job L.S.	127,910 ⁰⁰	127,910 ⁰⁰
32.	Street Light System	One Job L.S.	42,945 ⁰⁰	42,945 ⁰⁰
GRAND TOTAL				772,004.30 772,454.30

772,004.30
 1,152.00
 773,156.30
 4,338.00
 768,818.30



QUOTATION

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GRANITE CONSTRUCTION COMPANY

STATE OF CALIFORNIA CONTRACTOR'S LICENSE NO. 89
 CONTRACTORS

ATTACHMENT "B"

Sacramento

May 23

80

Fruitridge Industrial Park Unit #2

, Calif.,

19

SPECIAL CONDITIONS

1. Earthwork shall balance on site with no import or export of material.
2. Site shall be disced in lieu of stripping vegetation.
3. Arrangement for payment which is satisfactory to contractor shall be established prior to start of construction and no later than June 13, 1980.
4. Work excludes the following:
 - a) All lines, grades, tests, permits, inspection fees, other fees, survey layouts and engineering.
 - b) Bonds
 - c) Any overexcavation and/or replacement of materials which may be required due to unsuitable ground conditions.
 - d) Relocation of utilities.
 - e) Sewer service clean-outs at property line.
5. Item #7 A.C. pavement price firm until November 15, 1980. Any increase in posted price after November 15, 1980 will be paid for by the owner.

