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CITY OF SACRAMENTO

August 11th, 1981

REAL ESTATE AND STREET ASSESSMENTS DIVISION
915 I STREET
CITY HALL ROOM 207

SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5625

CITY MANAGER'S OFFICE
RECEIVED
AUG 5 1981

IRVIN E. MORAES
REAL ESTATE SUPERVISOR

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Approval of Private Contract for Heritage Place,
Improvement Proceeding No. 5035

BACKGROUND INFORMATION

As a condition of approval of the subdivision map for Heritage Place, attached is a private contract between California Heritage Development, Inc., as Owner, and Teichert Construction, 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,

R. H. Parker
City Engineer

Recommendation Approved

Walter J. Slye
City Manager

APPROVED
BY THE CITY COUNCIL

AUG 11 1981

OFFICE OF THE
CITY CLERK

RHP:CGP:bb
Attachment
File #5035

August 11th, 1981
DISTRICT NO. 8

CONSTRUCTION CONTRACT

TEICHERT CONSTRUCTION, hereafter called "Contractor", with offices at 3500 American River Drive, Sacramento, California and California Heritage Development, Inc.

hereafter called the "Owner", whose address is 3436 American River Drive, Suite #2, Sacramento, CA 95825 agree as follows:

1. *Scope of Work.* Contractor agrees to perform the following work:

Construct subdivision improvements for Heritage Place, Sacramento, California

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

Approved plans prepared by Metropolitan Civil Engineering Company dated December 11, 1979, and the standard specifications of the City of Sacramento, 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:

See attached schedule for quantities, unit prices and stipulations.

This is a unit price contract and Paragraph 3.b. below shall apply.

- 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 determined by the Engineer, or other representative of Owner, upon completion of all work hereunder.

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.

5. *Contract Documents.* The contract documents shall consist of the plans and specifications, the general conditions attached hereto, and this agreement, and all of the same by this reference are made a part of this contract.

Executed at Sacramento, California, JUL 14 1981, 19____

CALIFORNIA HERITAGE DEVELOPMENT, INC.

By Charles Sadler, Sec. Tre.
"Owner"

TEICHERT CONSTRUCTION

By Robert Massa
Robert Massa "Contractor"
District Manager.

STATE OF CALIFORNIA
CONTRACTORS LICENSE NO. 8

TEICHERT CONSTRUCTION

HERITAGE PLACE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Clearing & Grubbing	1 JOB	\$ Lump Sum	\$ 640.00
2.	Excavation & Grading	555 CY	9.85	5,466.75
3.	5-1/2" Paving	33,340 SF	0.87	29,005.80
4.	4" A.C., 7" A.B. Paving	12,844 SF	0.98	12,587.12
5.	Curb & Gutter #13	2,653 LF	6.20	16,448.60
6.	Curb #14	108 LF	17.65	1,906.20
7.	4'6" x 3-1/2" P.C. Sidewalk	10,677 SF	1.10	11,744.70
8.	Street Signs	2 EA	76.00	152.00
9.	12" R.C.P. CL III	862 LF	20.50	17,671.00
10.	6" V.C.P.	808 LF	18.60	15,028.80
11.	8" V.C.P. (Drain Leads)	296 LF	23.50	6,956.00
12.	Manhole No. 3	7 EA	770.00	5,390.00
13.	Manhole No. 3 w/Ecc. Cone	2 EA	875.00	1,750.00
14.	Gutter Drain No. 20	10 EA	203.00	2,030.00
15.	Relocate Gutter Drain No. 20	1 EA	203.00	203.00
16.	Sewer Service	33 EA	500.00	16,500.00
17.	2" x 12" D.F. Headerboard	220 LF	3.05	671.00
18.	Curb No. 15	225 LF	9.40	2,115.00
19.	Pedestrian Barricade	2 EA	102.00	204.00
20.	Street Lighting	1 JOB	Lump Sum	9,923.00
21.	Water Distribution System	1 JOB	Lump Sum	18,720.00
			TOTAL	<u>\$175,112.97</u>

TEICHERT CONSTRUCTION

HERITAGE PLACE

THE FOLLOWING STIPULATIONS SHALL APPLY TO THIS CONTRACT:

1. Engineering and staking by others.
2. Cost for inspection, permits, fees and material tests is not included.
3. Cost of furnishing Performance and Labor-Material bonds is not included.
4. Excavation and embankment are to balance within the improved area.
5. Any unsuitable excavation encountered below subgrade will be paid for on equipment rental and the material will be placed on rear of lots.
6. All strippings placed on rear of lots.
7. Cost of making final lot drainage swales is not included.
8. Soil stabilization or winterization of slopes is not included.
9. Our price for asphalt concrete is firm through October 31, 1981. After this date the Owner will be charged an additional \$0.06 per ton of asphalt concrete for each \$1.00 increase in the posted bulk paving asphalt price (F.O.B. Elk Grove) from October 31, 1981, and the date of actual paving.
10. Cost of lot grading is included in this contract. Weed strippings will be placed in rear of lots.
11. Please note this contract conforms to the newly issued May, 1981 specifications instead of the old 1967 specifications referred to on Sheet 1 of Plans.
12. ACP will be used for storm drain pipe.
13. Note #2 on Grading Plan shall not apply to this contract.

CALIFORNIA HERITAGE DEVELOPMENT, INC.

TEICHERT CONSTRUCTION

Charles Hedden, Sr. Pres.

Robert Massa

Robert Massa
District Manager

Title

July 8, 1981

Date

JUL 14 1981

Date

**TEICHERT CONSTRUCTION
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 on or before July 20 1981 and shall continue diligently to complete such work in conformity with this agreement and in accordance with the plans and specifications.

PLEASE
INITIAL
C.A.S.

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 performed 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 Owner's Engineer. Progress payments shall not be construed as an acceptance of any work, the entire work being subject to final inspection and approval by Owner. As to any progress or final billings not paid when due, Owner agrees to pay interest on overdue amounts from due date until paid at the rate of 17% per annum, or at the maximum rate allowed by Calif. Constitution, Art. XV, §1, subparagraph (2) (as amended Nov. 6, 1979), whichever rate is lower.

4. CHANGES IN THE WORK:

Owner may, from time to time, by written 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. All of such changes shall be approved by Owner and Contractor prior to the commencement of work of such change, and the price or a formula for establishing such price shall be set forth in the written change order.

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. TITLE TO THE WORK:

The title to all work completed in the course of construction, and to all materials delivered to the job site shall be in the Owner.

7. 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 sub-contractors, in performing the work under this contract.

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 10 days after execution of this contract.

PLEASE
INITIAL
C.A.S.

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, Act of God, or of the public enemy, acts of any governmental agency, in either its sovereign or contractual capacity, fire, flood, epidemics, strikes, freight embargoes or inclement weather, 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. Contractor shall give Owner written notice of the necessity for such time extension within ten (10) days after the occurrence of the event justifying such extension.

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 promptly advise Owner of the existence of such conditions, and prior to proceeding with the work, the parties shall equitably adjust the contract price to provide for any increase or decrease resulting from such condition. In the event the parties are unable to agree as to the existence of changed or unknown conditions, or on an appropriate price adjustment, Contractor may elect to proceed with the contract, and such election shall not constitute a waiver of claims for additional compensation by the Contractor nor an admission by either party of the validity of the Contractor's contention, or the amount, if any, of the price adjustment.

CONTINUED ON OTHER SIDE

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:

Wherever in this contract the work "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. Such acceptance shall not relieve the contractor of responsibility for repairs or replacement for faulty materials and workmanship which appear within a period of one year from the date of such completion.

14. BUILDING PERMITS:

Unless the special conditions or specifications provide otherwise, Owner will obtain and pay for any building permit required hereunder.

15. SUBCONTRACTING:

Contractor shall have the right to sub-contract 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 in full the 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 and provide owner with release of lien contemporaneously with owner's payment for such work.

PLEASE
INITIAL
DATE
C.A.I.

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 may elect to suspend work until payment is made or terminate this contract and recover all damages sustained by Contractor as the result of such breach of the contract by Owner.

PLEASE
INITIAL
DATE
C.A.I.

18. TERMINATION BY OWNER:

In the event Contractor shall fail to perform any provision of this agreement, and such failure should continue for fifteen (15) day 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 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 initiate any legal action to enforce any of the terms hereof, it is agreed that the prevailing party shall be entitled to his costs and reasonable attorneys' fees.

PLEASE
INITIAL
DATE
C.A.I.

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 job site, 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. LENDER LETTER REQUIREMENT:

Prior to commencement of work, the Owner shall furnish Contractor with written confirmation from his lender that sufficient funds have been committed and will be available to make the payments called for under the General Conditions of the contract. Furnishing such written confirmation to Contractor shall act as a condition precedent to the obligations of Contractor under this contract.