



STAFF REPORT

TOWN COUNCIL MEETING OF JANUARY 10, 2017

CONSENT AGENDA

To: Town Council

From: Public Works Director

Subject: Construction Cooperation and Reimbursement Agreement with Placer County Water Agency

Date: January 10, 2017

RECOMMENDATION

Adopt resolution to Execute Construction Cooperation and Reimbursement Agreement with Placer County Water Agency for the Water Service replacement for Phase One of the Loomis Town Center Implementation Plan.

DISCUSSION:

The Public Works Department is currently preparing the construction Documents for Phase One of the Loomis Town Center Implementation Plan. During our coordination with the utility providers, Placer County Water Agency (PCWA) expressed an interest in replacing the water services for the buildings within the limits of the project.

Several options were discussed including having PCWA perform this work prior to the Town's contractor replacing the sidewalks, PCWA performing their work after the Town's work is complete and the Town incorporating PCWA's work into the Town's Project.

Town staff and PCWA staff feel that the best option is to have the Town incorporate PCWA's improvements into the Town's project. This will reduce or eliminate several adverse conditions, including rework, inconveniences to property owners, coordination issues between multiple contractors, etc.

The Facilities Agreement between the Town and PCWA identifies the items and associated costs that will need to be added into the Town's project, including design, inspection, overhead and actual construction costs. This agreement identifies the work that is to be done and how PCWA will reimburse the Town for all of these costs. Adding this work to the Town's project does not cost the Town because PCWA will reimburse the Town for the costs associated with adding this work.

CEQA

There are no CEQA issues involved with the contract amendment.

FINANCIAL IMPLICATIONS

PCWA will reimburse the Town for the work associated with adding PCWA's work into the project.

TOWN OF LOOMIS

RESOLUTION NO. 17-

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
FACILITIES AGREEMENT NO. 2654 CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT
TOWN OF LOOMIS - PLACER COUNTY WATER AGENCY**

WHEREAS, the TOWN is preparing the improvement plans and plans to go to construction with Phase 1 of the Down Town Master Plan, a roadway reconstruction project on Taylor Road between Horseshoe Bar Road and Oak Street, hereinafter referred to as "Project,"

WHEREAS, the PLACER COUNTY WATER AGENCY (PCWA)(AGENCY) has facilities within the limits of the PROJECT; and

WHEREAS, the TOWN and the AGENCY agree that it would be advantageous to install the AGENCY's facilities concurrently with the Project; and

WHEREAS, the Project will require the installation of Agency facilities, including the replacement of 23 water services, relocation and replacement of a fire hydrant, abandonment of 500 linear feet of 4-inch pipe, and relocation of associated appurtenances, which will be described more fully in the plans to be prepared by the TOWN, and which are hereinafter referred to as the "Facilities," and

WHEREAS, the TOWN intends to engage a qualified contractor and will bear all expense to furnish and install the Facilities as required and shall be reimbursed for construction of such Facilities as described in Sections 3, 7, 8, and 9 below and Exhibit B attached hereto; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Loomis hereby authorizes the Town Manager to execute an Agreement between the Town and Placer County Water Agency for Construction Cooperation and Reimbursement Agreement for Water Service Replacement within the limits of Phase 1 Loomis Downtown Master Plan.

PASSED AND ADOPTED by the Council of the Town of Loomis this 10th day of January, 2017 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Mayor

ATTEST:

Town Clerk

AGREEMENT

1. The TOWN will expand the scope of the Project to include the installation of the AGENCY Facilities. The TOWN will incorporate the appropriate plans and technical specifications for the AGENCY Facilities into the Project plans and specifications in a form mutually acceptable to the TOWN and the AGENCY.
2. The TOWN will prepare and provide the construction documents (plans and specifications) to the AGENCY such that the AGENCY can use these documents as a basis for reviewing and approving the material and appurtenances required for the AGENCY Facilities before the TOWN issues the construction documents for the Project for bids.
3. The parties agree and acknowledge that the TOWN shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the AGENCY work, meet the AGENCY's and TOWN's minimum requirements for installation of water facilities, including possessing and maintaining a California State Class A or C-34 Contractor's License. TOWN shall be the lead agency for the Project and will manage the construction contract and be responsible for all payments to the contractor. The AGENCY will reimburse the TOWN for costs paid to the contractor to install the AGENCY Facilities in accordance with this Agreement. The procedure for such reimbursement shall be as described in paragraph 9 below. The AGENCY will also reimburse the TOWN a portion of the costs of preparing the bid documents to incorporate the water line installation, in accordance with paragraph 7 below. The AGENCY will also reimburse the TOWN for a portion of contract administration costs, in accordance with paragraph 8 below. The total reimbursement to the TOWN shall not exceed \$451,000 (Line C of Exhibit B). Upon award of the construction contract, the AGENCY and the TOWN may agree to revise Exhibit B if the "Total Reimbursement Not to Exceed" (Line C of Exhibit B) is determined to be insufficient for the awarded bid, and the AGENCY will reimburse the TOWN for construction costs based on the award in accordance with the revised not to exceed limit of the revised Exhibit B.
4. The TOWN shall provide contract administration, inspection and construction management for the Project, and shall, at its own expense, pay any charges for any consultant it has retained or may retain for any design or testing services in connection with the Project. The AGENCY shall, at its own expense, provide its own inspection and testing services for the installation of the AGENCY's Facilities as part of the Project.
5. The TOWN and the AGENCY shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the AGENCY Facilities.
6. During construction of the AGENCY Facilities, the AGENCY shall determine whether construction of the AGENCY Facilities is satisfactorily performed in accordance with the construction contract and AGENCY requirements and shall notify the TOWN in writing of approval and acceptance of the completed AGENCY Facilities. AGENCY shall coordinate with the TOWN to bring the completed AGENCY Facilities into service. After AGENCY acceptance of the completed AGENCY Facilities, the AGENCY shall own and be responsible for the operation and maintenance of the completed AGENCY Facilities pursuant to any encroachment permits obtained from the TOWN at the time of construction of the Project. Such acceptance of the completed work shall not relieve the contractor of any liability or modify the contractor's guarantee.
7. In full reimbursement of its share of the TOWN's costs of preparing the bid documents and issuing the project for bids, the AGENCY shall pay the TOWN: The actual costs paid by the TOWN to its design consultant for the incorporation of the installation of the AGENCY Facilities into the project plans and specifications, plus a markup of five percent (5%) on such costs. Estimates of these costs are provided in Lines B2 and B3 of Exhibit B. A proposal of scope and cost for these services shall be received and approved by the

AGENCY prior to commencing work. Payment shall be made by the AGENCY within thirty (30) days after receipt of an invoice therefore from the TOWN.

8. In full reimbursement of its share of the TOWN's costs of providing contract administration and construction management for the project, AGENCY shall pay the TOWN a markup of five percent (5%) of those amounts which, under paragraph 9 herein below, AGENCY is responsible to pay the TOWN as reimbursement for costs paid to the TOWN's contractor to install the AGENCY Facilities. An estimate of this cost is provided in Line B1 of Exhibit B.
9. The AGENCY shall reimburse the TOWN for costs paid to the TOWN's contractor(s) to install the AGENCY Facilities in accordance with the following procedure:
 - a. Prior to the TOWN's issuance of the construction documents for the Project for bids, the AGENCY and the TOWN shall agree on the construction line items to be included in the bid schedule for the AGENCY Facilities. The TOWN shall require the contractor to submit with each monthly payment application an itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the AGENCY Facilities line items, TOWN may submit an invoice to AGENCY for reimbursement hereunder of the amounts paid. AGENCY shall pay said invoice within thirty (30) days of receipt.
 - b. The AGENCY shall be responsible to reimburse TOWN for all payments to the contractor for approved change orders for extra work performed on the AGENCY Facilities. TOWN will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The AGENCY and TOWN will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the AGENCY Facilities in a timely manner, provided that neither the TOWN nor the AGENCY shall agree to the resolution of any such change order request or claim without the other's approval. In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the TOWN shall have the right to direct the contractor to proceed on a force account basis.
 - c. The AGENCY shall be responsible to reimburse TOWN for all payments to the contractor(s) for work performed relating to surveying and testing required for the installation of the AGENCY Facilities.
10. The AGENCY will not unnecessarily delay progress of work or hold up final contract acceptance of the Project during the period of closeout. The AGENCY shall bear no responsibility for contractor or TOWN caused delays on work other than those directly related to only the AGENCY Facilities. The AGENCY shall have no obligation under this Agreement to make any direct payment to the TOWN's contractor or to any subcontractor (of any tier) or material supplier or equipment supplier for materials, equipment or labor supplied on the Project.
11. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.
12. Except as otherwise provided by Section 13, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the AGENCY Facilities only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the AGENCY's responsibility. In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

13. INDEMNITY:

- a. AGENCY agrees to save harmless and indemnify TOWN from any liability, claim or demand which may be made by any person resulting from the negligence of AGENCY in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against TOWN resulting from such negligence of AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of TOWN in its performance of the terms of this Agreement.
 - b. The TOWN, its Contractors, Workers and/or Agents agree to save harmless and indemnify AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of TOWN in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against AGENCY resulting from such negligence of TOWN, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of AGENCY in its performance of the terms of this Agreement.
- 14. INSURANCE:** The TOWN's Contractor shall carry Automobile Liability insurance in the amount of at least \$1,000,000, and Commercial General Liability in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, which insurance shall be primary and underlying to the AGENCY's insurance and Commercial General Liability and shall specifically name the AGENCY as an additional insured and certificate holder. Before work is commenced, the TOWN's Contractor shall furnish the AGENCY with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the TOWN's Contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The TOWN's Contractor's insurance shall be primary and any insurance or self-insurance maintained by the AGENCY shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the AGENCY.
- 15. PERFORMANCE AND PAYMENT BONDS:** The estimated cost of the Facilities is \$281,500. Prior to construction of any of the Facilities and during all such construction, the TOWN or TOWN's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form acceptable to the AGENCY. The AGENCY may formally waive the requirement for a performance bond if the TOWN's Contractor demonstrates that it has provided a comparable performance bond to the TOWN pursuant to Government Code Section 66499.1, which bond encompasses the installation of the Facilities and names the AGENCY as co-obligee. The TOWN shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the Facilities by the AGENCY. In addition, prior to construction, the TOWN or TOWN's Contractor shall provide a Public Works Payment Bond with a penal sum of 100% of the estimated cost of the Facilities. The payment bond shall be in a form that is acceptable to the AGENCY. The AGENCY may waive the requirement for a payment bond if the TOWN's Contractor demonstrates that it has provided a comparable payment bond to the TOWN pursuant to Government Code Section 66499.2, which bond encompasses the installation of the Facilities. The TOWN shall maintain the Payment Bond at all times until the AGENCY accepts the Facilities. All bonds shall be issued by California admitted surety insurers.
- 16. WARRANTIES AND REPAIRS:** The TOWN hereby agrees that the AGENCY may enforce all warranties provided by TOWN's contractor with respect to AGENCY's Facilities, and the TOWN shall require its contractor to provide a warranty against any defects in materials or workmanship in the installed AGENCY Facilities for a period of one year following final

acceptance of the Project. This Agreement shall cover defects which shall be in existence during such one year period but which shall not become apparent until thereafter. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the TOWN hereby stipulates and agrees that such guarantee shall inure to the benefit of the AGENCY for such longer period.

17. This Agreement shall terminate after the AGENCY Facilities have been completed and accepted by the AGENCY and final payment has been made to the TOWN. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the TOWN or the AGENCY from enforcing any rights against, or seeking damages from the contractor.
18. This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

FACILITIES AGREEMENT NO. 2654
CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT
PLACER COUNTY WATER AGENCY – TOWN OF LOOMIS

WATER SERVICE REPLACEMENTS WITHIN TOWN OF LOOMIS TAYLOR ROAD PHASE 1 PROJECT

This agreement, by and between the PLACER COUNTY WATER AGENCY, hereinafter called "AGENCY," and the TOWN OF LOOMIS, an incorporated town within Placer County, herein called "TOWN," shall be effective on the later of the dates executed by both the AGENCY and the TOWN.

RECITALS

WHEREAS, the TOWN is undertaking a roadway reconstruction project on Taylor Road between Horseshoe Bar Road and Oak Street, hereinafter referred to as "Project," as shown on Exhibit "A" attached hereto and incorporated herein by reference and on a set of plans entitled "Loomis Town Center Implementation Plan," prepared by Bennett Engineering Services, 1082 Sunset Avenue, Suite 100, Roseville, CA 95661; and

WHEREAS, the TOWN and the AGENCY agree that it would be advantageous to install the AGENCY's facilities concurrently with the Project; and

WHEREAS, the Project will require the installation of Agency facilities, including the replacement of 23 water services, relocation and replacement of a fire hydrant, abandonment of 500 linear feet of 4-inch pipe, and relocation of associated appurtenances, which will be described more fully in the plans to be prepared by the TOWN, and which are hereinafter referred to as the "Facilities," and

WHEREAS, the TOWN intends to engage a qualified contractor and has agreed to bear all expense to furnish and install the Facilities as required and shall be reimbursed for construction

of such Facilities as described in Sections 3, 7, 8, and 9 below and Exhibit B attached hereto; and

WHEREAS, the AGENCY is willing to accept the Facilities in accordance with the provisions of this Agreement, the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The TOWN will expand the scope of the Project to include the installation of the AGENCY Facilities. The TOWN will incorporate the appropriate plans and technical specifications for the AGENCY Facilities into the Project plans and specifications in a form mutually acceptable to the TOWN and the AGENCY.

2. The TOWN will prepare and provide the construction documents (plans and specifications) to the AGENCY such that the AGENCY can use these documents as a basis for reviewing and approving the material and appurtenances required for the AGENCY Facilities before the TOWN issues the construction documents for the Project for bids.

3. The parties agree and acknowledge that the TOWN shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the AGENCY work, meet the AGENCY's and TOWN's minimum requirements for installation of water facilities, including possessing and maintaining a California State Class A or C-34 Contractor's License. TOWN shall be the lead agency for the Project and will manage the construction contract and be responsible for all payments to the contractor. The AGENCY will reimburse the TOWN for

costs paid to the contractor to install the AGENCY Facilities in accordance with this Agreement. The procedure for such reimbursement shall be as described in paragraph 9 below. The AGENCY will also reimburse the TOWN a portion of the costs of preparing the bid documents to incorporate the water line installation, in accordance with paragraph 7 below. The AGENCY will also reimburse the TOWN for a portion of contract administration costs, in accordance with paragraph 8 below. The total reimbursement to the TOWN shall not exceed \$451,000 (Line C of Exhibit B). Upon award of the construction contract, the AGENCY and the TOWN may agree to revise Exhibit B if the "Total Reimbursement Not to Exceed" (Line C of Exhibit B) is determined to be insufficient for the awarded bid, and the AGENCY will reimburse the TOWN for construction costs based on the award in accordance with the revised not to exceed limit of the revised Exhibit B.

4. The TOWN shall provide contract administration, inspection and construction management for the Project, and shall, at its own expense, pay any charges for any consultant it has retained or may retain for any design or testing services in connection with the Project. The AGENCY shall, at its own expense, provide its own inspection and testing services for the installation of the AGENCY's Facilities as part of the Project.

5. The TOWN and the AGENCY shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the AGENCY Facilities.

6. During construction of the AGENCY Facilities, the AGENCY shall determine whether construction of the AGENCY Facilities is satisfactorily performed in accordance with the construction contract and AGENCY requirements and shall notify the TOWN in writing of approval

and acceptance of the completed AGENCY Facilities. AGENCY shall coordinate with the TOWN to bring the completed AGENCY Facilities into service. After AGENCY acceptance of the completed AGENCY Facilities, the AGENCY shall own and be responsible for the operation and maintenance of the completed AGENCY Facilities pursuant to any encroachment permits obtained from the TOWN at the time of construction of the Project. Such acceptance of the completed work shall not relieve the contractor of any liability or modify the contractor's guarantee.

7. In full reimbursement of its share of the TOWN's costs of preparing the bid documents and issuing the project for bids, the AGENCY shall pay the TOWN:

The actual costs paid by the TOWN to its design consultant for the incorporation of the installation of the AGENCY Facilities into the project plans and specifications, plus a markup of five percent (5%) on such costs. Estimates of these costs are provided in Lines B2 and B3 of Exhibit B. A proposal of scope and cost for these services shall be received and approved by the AGENCY prior to commencing work. Payment shall be made by the AGENCY within thirty (30) days after receipt of an invoice therefore from the TOWN.

8. In full reimbursement of its share of the TOWN's costs of providing contract administration and construction management for the project, AGENCY shall pay the TOWN a markup of five percent (5%) of those amounts which, under paragraph 9 herein below, AGENCY is responsible to pay the TOWN as reimbursement for costs paid to the TOWN's contractor to install the AGENCY Facilities. An estimate of this cost is provided in Line B1 of Exhibit B.

9. The AGENCY shall reimburse the TOWN for costs paid to the TOWN's contractor(s) to install the AGENCY Facilities in accordance with the following procedure:

a. Prior to the TOWN's issuance of the construction documents for the Project for

bids, the AGENCY and the TOWN shall agree on the construction line items to be included in the bid schedule for the AGENCY Facilities. The TOWN shall require the contractor to submit with each monthly payment application an itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the AGENCY Facilities line items, TOWN may submit an invoice to AGENCY for reimbursement hereunder of the amounts paid. AGENCY shall pay said invoice within thirty (30) days of receipt.

- b. The AGENCY shall be responsible to reimburse TOWN for all payments to the contractor for approved change orders for extra work performed on the AGENCY Facilities. TOWN will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The AGENCY and TOWN will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the AGENCY Facilities in a timely manner, provided that neither the TOWN nor the AGENCY shall agree to the resolution of any such change order request or claim without the other's approval. In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the TOWN shall have the right to direct the contractor to proceed on a force account basis.
- c. The AGENCY shall be responsible to reimburse TOWN for all payments to the contractor(s) for work performed relating to surveying and testing required for the installation of the AGENCY Facilities.

10. The AGENCY will not unnecessarily delay progress of work or hold up final contract acceptance of the Project during the period of closeout. The AGENCY shall bear no responsibility for contractor or TOWN caused delays on work other than those directly related to only the AGENCY Facilities. The AGENCY shall have no obligation under this Agreement to make any direct payment to the TOWN's contractor or to any subcontractor (of any tier) or material supplier or equipment supplier for materials, equipment or labor supplied on the Project.

11. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or over come.

12. Except as otherwise provided by Section 13, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the AGENCY Facilities only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the AGENCY's responsibility. In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

13. INDEMNITY:

- a. AGENCY agrees to save harmless and indemnify TOWN from any liability, claim

or demand which may be made by any person resulting from the negligence of AGENCY in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against TOWN resulting from such negligence of AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of TOWN in its performance of the terms of this Agreement.

- b. The TOWN , it's Contractors, Workers and/or Agents agree to save harmless and indemnify AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of TOWN in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against AGENCY resulting from such negligence of TOWN, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of AGENCY in its performance of the terms of this Agreement.

14. INSURANCE: The TOWN's Contractor shall carry Automobile Liability insurance in the amount of at least \$1,000,000, and Commercial General Liability in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, which insurance shall be primary and underlying to the AGENCY's insurance and Commercial General Liability and shall specifically name the AGENCY as an additional insured and certificate holder. Before work is commenced, the TOWN's Contractor shall furnish the AGENCY with a certificate(s)

of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the TOWN's Contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The TOWN's Contractor's insurance shall be primary and any insurance or self-insurance maintained by the AGENCY shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the AGENCY.

15. PERFORMANCE AND PAYMENT BONDS: The estimated cost of the Facilities is \$281,500. Prior to construction of any of the Facilities and during all such construction, the TOWN or TOWN's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form acceptable to the AGENCY. The AGENCY may formally waive the requirement for a performance bond if the TOWN's Contractor demonstrates that it has provided a comparable performance bond to the TOWN pursuant to Government Code Section 66499.1, which bond encompasses the installation of the Facilities and names the AGENCY as co-obligee. The TOWN shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the Facilities by the AGENCY.

In addition, prior to construction, the TOWN or TOWN's Contractor shall provide a Public Works Payment Bond with a penal sum of 100% of the estimated cost of the Facilities. The payment bond shall be in a form that is acceptable to the AGENCY. The AGENCY may waive the requirement for a payment bond if the TOWN's Contractor demonstrates that it has provided a comparable payment bond to the TOWN pursuant to Government Code Section 66499.2, which bond encompasses the installation of the Facilities. The TOWN shall maintain the Payment Bond

at all times until the AGENCY accepts the Facilities.

All bonds shall be issued by California admitted surety insurers.

16. WARRANTIES AND REPAIRS: The TOWN hereby agrees that the AGENCY may enforce all warranties provided by TOWN's contractor with respect to AGENCY's Facilities, and the TOWN shall require its contractor to provide a warranty against any defects in materials or workmanship in the installed AGENCY Facilities for a period of one year following final acceptance of the Project. This Agreement shall cover defects which shall be in existence during such one year period but which shall not become apparent until thereafter. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the TOWN hereby stipulates and agrees that such guarantee shall inure to the benefit of the AGENCY for such longer period.

17. This Agreement shall terminate after the AGENCY Facilities have been completed and accepted by the AGENCY and final payment has been made to the TOWN. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the TOWN or the AGENCY from enforcing any rights against, or seeking damages from the contractor.

18. This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the dates executed by both the AGENCY and the TOWN below.

"AGENCY"
PLACER COUNTY WATER AGENCY

"TOWN"
Town of Loomis, an incorporated town within Placer County

By _____
CHAIR, BOARD OF DIRECTORS

Signature

Date: _____

Print name

ATTEST

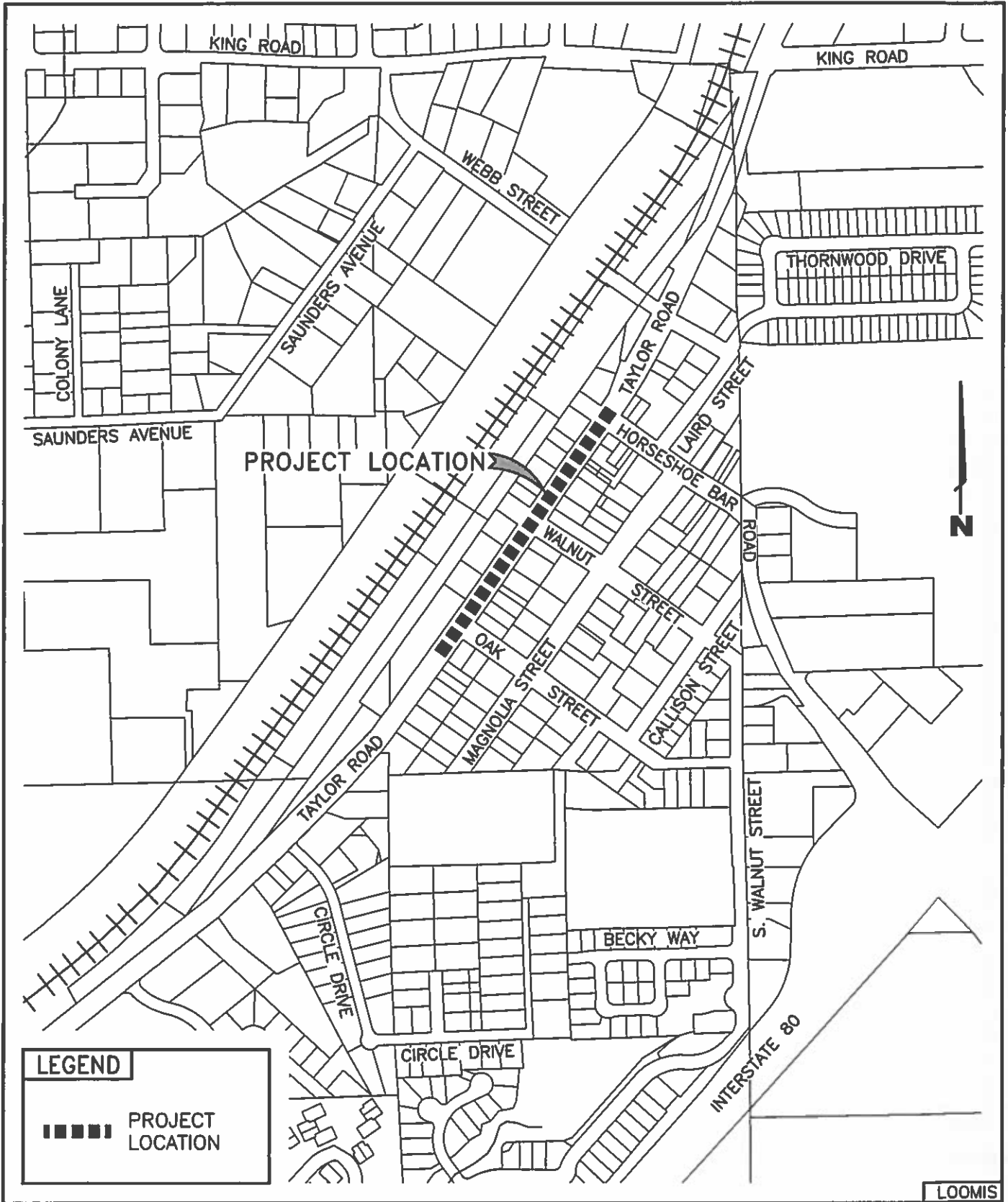
Clerk to the Board

Title

Date: _____

Address

EXHIBIT "A"



FA 2654
TOWN OF LOOMIS
TAYLOR ROAD PHASE 1

EXHIBIT B

**PLACER COUNTY WATER AGENCY - TOWN OF LOOMIS
Town of Loomis Taylor Road Phase 1
Water Service Replacements**

COST ESTIMATE

Item No.	Item Description	Qty	Unit	Unit Cost	Total
A	Total Estimated Direct Costs				
1	Mobilization	1	LS	\$20,000	\$20,000
2	Traffic Control & Safety	1	LS	\$30,000	\$30,000
3	Rock/Hwy 40 Concrete Removal & Disposal**	25	CY	\$250	\$6,250
4	Relocate Fire Hydrant (Walnut St.)	1	EA	\$8,000	\$8,000
5	Full 1" service replacement (near side 8" main ~20')	5	EA	\$5,000	\$25,000
6	Full 1" service replacement (near side 12" main ~20')	10	EA	\$5,000	\$50,000
7	Full 1" service replacement (far side 12" main ~60')	7	EA	\$10,000	\$70,000
8	Full 2" service replacement (far side 12" main ~60')	1	EA	\$11,000	\$11,000
9	Relocate/replace AVRV to shoulder	1	EA	\$5,000	\$5,000
10	Remove Ex. 8" valve and blind flange tee (Walnut St.)	1	EA	\$5,000	\$5,000
11	Remove 2" lateral/valve and cap/band main	2	EA	\$5,000	\$10,000
12	Install 1" reduced pressure backflow	3	EA	\$5,000	\$15,000
13	Cut and cap 4" main to remain in service	1	EA	\$5,000	\$5,000
14	Customer Private Waterline Reconnections	23	EA	\$250	\$5,750
15	Remove existing valve box/patch	1	EA	\$500	\$500
16	Remove 1" service and repair band main	2	EA	\$1,000	\$2,000
17	Raise to grade G5 valve boxes	14	EA	\$800.00	\$11,200
18	Raise to grade blow-off valve boxes	2	EA	\$1,000.00	\$2,000
				Subtotal	\$281,700
			Staking and/or Compaction Testing	5%	\$14,085
			Contingency	15%	\$44,368
			TOTAL		\$340,153
B	Total Estimated Project Costs				
1	Construction Management			5%	\$17,008
2	Plan and Bid Preparation			5%	\$17,008
3	Town 5% Markup on Plan and Bid Preparation			5%	\$850
			TOTAL		\$375,019
C	Total Reimbursement not to exceed (Includes additional 20% Contingency)				\$451,000
D	AGENCY Cost				
1	Inspection			10%	\$45,100
2	Project Management			5%	\$22,550
			TOTAL		\$67,650
			TOTAL		\$518,650
Total Budget Request					\$520,000

