



Staff Report

September 20, 2021

TO: Honorable Mayor and Members of the Town Council
FROM: Merrill Buck, Town Engineer
DATE: September 15, 2021
RE: Authorize a Cooperative Work Agreement with the County of Placer to Resurface Portions of Laird Road and Horseshoe Bar Road with a Rubberized Chip Seal

Recommendation

Staff recommends that the Town Council adopt a resolution authorizing the Town Manager to execute a cooperative work agreement with the County of Placer in the amount of \$100,000 to complete a rubberized chip seal on Laird Road from Wishing Well Way to Brace Road and on Horseshoe Bar Road from the Town/County limits to Laird Road.

Background and Discussion

In May 2021, the County of Placer reached out to Town staff to see if the Town was interested in participating in a joint rubberized chip seal resurfacing project. This was a timely and beneficial invitation as there are efficiencies of scale that bigger projects can realized through a single mobilization which typically result in lower bid unit prices. The Town had also been coordinating with the County on a separate joint project that provided a conventional chip seal on Laird Road from the County/Town limits to Wishing Well Way. But that project stopped short of completing all of Laird Road because the condition of the remaining roadway was beyond what a conventional chip seal could restore.

A rubberized chip seal on the other hand, which costs about twice as much as a conventional chip seal, has a special binder that is better at resisting cracking. The Town was therefore receptive to the idea of participating in the County's rubberized chip seal project so that the resurfacing of Laird Road could continue to Horseshoe Bar Road. The late-season timing of the rubberized chip seal project also gave the Town time to complete a separate project that performed spot repairs along Laird Road and Horseshoe Bar Road.

With confirmation that the Town was interested in participating in the County's rubberized chip seal project, they included the Town's work scope, advertised the project and received five bids. Based upon the low bidder's unit price of \$5.28 per square yard, the cost to provide a rubber chip seal on Laird Road from Wishing Well Way to Horseshoe Bar Road is estimated at \$56,500.

Given the spot repair work that was completed recently, along with a pavement needs assessment, Town staff is recommending that the rubberized chip seal work scope be expanded to include portions of Horseshoe Bar Road. The Work Scope Map Exhibit, attached as Exhibit B to the Cooperative Work Agreement, shows both the original and expanded scope of work. The estimated cost to include the expanded work scope is \$30,000. With a small allowance for striping, along with a small contingency, this brings the estimated total project cost to \$100,000.

Work on the project is anticipated to begin by early October and should take about a week to complete.

CEQA Requirements

Execution of a cooperative agreement is not a project under CEQA and so no environmental review is required. Furthermore, the resurfacing effort is Categorically Exempt from the provisions of CEQA as a Class I exemption, Section 15301(c) (Maintenance of Existing Facilities).

Financial and/or Policy Implications

Sufficient funding for the recommended improvements is available and will be paid from Transportation Funds identified in the Public Works Budget.

Attachments

- A. Resolution
- B. Cooperative Work Agreement

TOWN OF LOOMIS

RESOLUTION 21 - _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
AUTHORIZING THE TOWN MANAGER TO EXECUTE A COOPERATIVE AGREEMENT
WITH THE COUNTY OF PLACER IN THE AMOUNT OF \$100,000
TO COMPLETE A RUBBERIZED CHIP SEAL ON PORTIONS OF
LAIRD ROAD AND HORSESHOE BAR ROAD**

WHEREAS, the Town of Loomis is responsible for maintaining public streets and each fiscal year the Town budgets funds for this purpose; and

WHEREAS, the County of Placer also maintains streets in the unincorporated portion of the County and they asked Town staff if they wanted to participate in a joint rubberized chip seal project that could include streets within the Town of Loomis; and

WHEREAS, the County and Town both benefit from the construction of a larger quantity of work which can be completed with a higher level of efficiency and economy of scale; and

WHEREAS, the Town agreed to be a part of the County's project and provided a work scope exhibit, which the County included in their project; and

WHEREAS, the County advertised the project and received five bids. Based upon the low bidder's unit prices, the estimated cost for the Town's portion of the work is \$100,000. This includes the original work scope on Laird Road, additional recommended work scope on Horseshoe Bar Road, an allowance for striping, and a small contingency; and

WHEREAS, a cooperative work agreement is needed so that the portion of work in the Town may be reimbursed to the County; and

WHEREAS, the County and Town wish to enter into a written cooperative work agreement;
and

WHEREAS, sufficient funding for this project is available from Transportation Funds identified in the Public Works Department budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Loomis, that the Town Manager is hereby authorized and directed to execute and make payments against the herein above-mentioned cooperative agreement in the name of, and on behalf of, the Town of Loomis.

PASSED AND ADOPTED this 20th day of September 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mayor

ATTEST:

Town Clerk

COOPERATIVE WORK AGREEMENT
BETWEEN THE COUNTY OF PLACER AND THE TOWN OF LOOMIS
FOR THE CONSTRUCTION OF THE 2021 ROADWAY SURFACE TREATMENT
PROJECT WITHIN THE TOWN OF LOOMIS

THIS COOPERATIVE WORK AGREEMENT, hereinafter referred to as "Agreement", is made and entered into on _____, 2021, by and between the County of Placer, Department of Public Works Road Maintenance Division, hereinafter referred to as "COUNTY", and the Town of Loomis, hereinafter referred to as "TOWN"

RECITALS:

WHEREAS, the COUNTY is undertaking a project to construct roadway surface treatments comprised of rubberized chip seals, microsurface treatments, and rubberized cape seals to preserve roads in the unincorporated COUNTY; hereinafter referred to as "Project"; and

WHEREAS, the COUNTY has selected roads for the Project in the geographic vicinity of the TOWN; and

WHEREAS, the COUNTY and TOWN benefit from the construction of a larger quantity of work which can be completed by the contractor with a higher level of efficiency and economy of scale; and

WHEREAS, the TOWN has requested that the COUNTY include roads listed in Exhibit B which are maintained by the TOWN in the Project to be completed by the COUNTY's contractor; and,

WHEREAS, a cooperative agreement is needed so that the portion of work in the TOWN may be reimbursed with the TOWN's funds

WHEREAS, the parties wish to enter into a written agreement to memorialize their agreement regarding the surface treatment work.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties as follows:

1. The COUNTY agrees to include surface treatment work on roads maintained and specified by the TOWN, and agrees to include the plans and specifications for this work in the bidding documents for the Project, subject to the conditions set forth below.
2. The COUNTY will incorporate the road location and type of surface

treatment specified by the TOWN into the Project bid documents as shown in Exhibit B.

3. The TOWN agrees with utilize the COUNTY's surface treatment design specifications and special provisions.
4. COUNTY and TOWN approval shall be required for any design changes to the scope and/or cost associated with the surface treatment work within the TOWN.
5. The parties agree and acknowledge that the COUNTY shall award the construction contract to the lowest responsive and responsible bidder for the entire Project, which shall include the surface treatment work within the TOWN. "Responsible Bidder" includes the requirement that the selected contractor meet the COUNTY's minimum requirements for completing surface treatment work, including possessing and maintaining the appropriate state contractor's license. The COUNTY shall be the lead agency for the Project and will manage the construction contract and be responsible for all payments to the contractor.
6. TOWN shall reimburse to COUNTY 100% of the surface treatment work within the TOWN for bid items as shown on Exhibit A. Reimbursement for construction costs will be based on the bid prices of the contractor awarded the construction contract by the COUNTY and actual construction costs, including mutually approved construction contract change orders.
7. COUNTY shall invoice TOWN no more than on a monthly basis for the costs associated with the surface treatment work within the TOWN, including mutually approved construction contract change orders. COUNTY invoices shall include detail of work performed and dates of performance. It is the intent of the parties that TOWN shall fully reimburse COUNTY for all actual costs to perform the surface treatment work with the TOWN. The estimated cost of this work is \$100,000 (ONE HUNDRED THOUSAND DOLLARS), however, TOWN shall fully reimburse the COUNTY based on results of the bidding process and any mutually agreed upon addenda, additional work and construction contract change order(s). TOWN shall reimburse the COUNTY within 30 calendar days of receipt of the COUNTY's request for payment. The COUNTY shall be entitled to suspend the surface treatment work if TOWN has not reimbursed COUNTY according to the terms of this Agreement.
8. Prior to the start of construction, the COUNTY and TOWN shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, and scheduling.
9. All reviews for approval including materials proposed to be used, shop drawings, contract change orders and extra work bills related to surface treatment work shall be performed within two weeks unless otherwise agreed to or provided for in the special provisions. If the TOWN does not comment within two weeks,

the item in review will be considered to have been approved by the DEVELOPER.

10. Upon completion of the surface treatment work, TOWN shall determine whether the work was satisfactorily performed in accordance with the construction contract requirements, and shall notify the COUNTY in writing of approval and acceptance of the completed work. After the TOWN's acceptance of the completed work, the TOWN shall own and be responsible for the operation and maintenance of the completed work. Such acceptance of the completed work shall not relieve the Project contractor of any liability or modify the contractor's guarantee.
11. COUNTY agrees to award, manage and inspect the Project construction contract (except for those inspections performed by TOWN pursuant to this Agreement) in accordance with established COUNTY practices. TOWN shall be entitled to review all Project construction related documents and associated financial records held by COUNTY. COUNTY agrees to notify TOWN of any contractor claims associated with the surface treatment work. The parties agree to work cooperatively to resolve any such claims. COUNTY shall notify TOWN in writing upon Project completion.
12. All approvals required or permitted under this Agreement shall be delivered promptly and shall not be unreasonably withheld. This Agreement, and the rights and duties hereunder, shall not be assigned in whole or in part without the prior written consent of the other party.
13. The TOWN shall be responsible for all approved change orders, delays, and extra work incurred by the contractor and directly related only to the TOWN's surface treatment work. COUNTY will be responsible for all other Project related change orders, delays, and extra work incurred by the contractor. The TOWN and COUNTY will jointly work to negotiate change orders and claims with the contractor to resolve any claims directly related to the work in a timely manner, provided that neither the COUNTY nor the TOWN shall agree to the resolution of the disagreements without the other's approval.
14. Except as otherwise provided by section 17, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from the Project, including the payment of damages pursuant to a final judgement in favor of a claimant, shall be apportioned between the parties hereto according to the proration of costs of the affected bid items as indicated in Exhibit A. In the event of disagreement concerning the proper apportionment of any claim resolution costs related to the affected items of work identified in Exhibit A, 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.
15. INDEMNITY: TOWN agrees to save harmless and indemnify COUNTY from any liability, claim or demand which may be made by any person resulting from the negligence of DEVELOPER 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 COUNTY resulting from such negligence of TOWN, and further agrees to pay or satisfy any judgment which may result from such action, but only to extent of and in proportion to the degree of negligence of TOWN. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of COUNTY in its performance of the terms of this Agreement. The COUNTY 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 COUNTY 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 TOWN resulting from such negligence of COUNTY, and further agrees to pay or satisfy any judgment which may result from such action, but only to extent of and in proportion to the degree of negligence of COUNTY. 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.

16. This Agreement shall terminate after the Project has been completed and accepted by the COUNTY Board of Supervisors. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the COUNTY or TOWN from enforcing any rights against, or seeking damages from the contractor.
17. INSURANCE: it is agreed that TOWN and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability and One Million Dollars (\$1,000,000) Workers' Compensation.
18. COUNTY agrees to provide a copy of this Agreement to its contractor prior to issuing Notice to Proceed.
19. The parties hereby designate the following persons as their principal contacts for this Agreement:

COUNTY:

County of Placer, Department of Public Works Road
Maintenance Division
Matt Randall, Engineering Manager
11428 F Avenue
Auburn, CA 95603

TOWN:

Town of Loomis
Merrill Buck, Town Engineer
3665 Taylor Road
Loomis, CA 95650

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Approved as to form:

County Counsel

Date: _____

"COUNTY"
COUNTY OF PLACER,
DEPARTMENT OF PUBLIC
WORKS

By: _____
(Signature)

By: _____
Print Name and Title

Date: _____

"TOWN"
TOWN OF LOOMIS

By: _____
(Signature)

By: _____
Print Name and Title

Date: _____

DRAFT

EXHIBIT A

PLACER COUNTY AND TOWN OF LOOMIS
COOPERATIVE WORK AGREEMENT
2021 ROADWAY SURFACE TREATMENT PROJECT

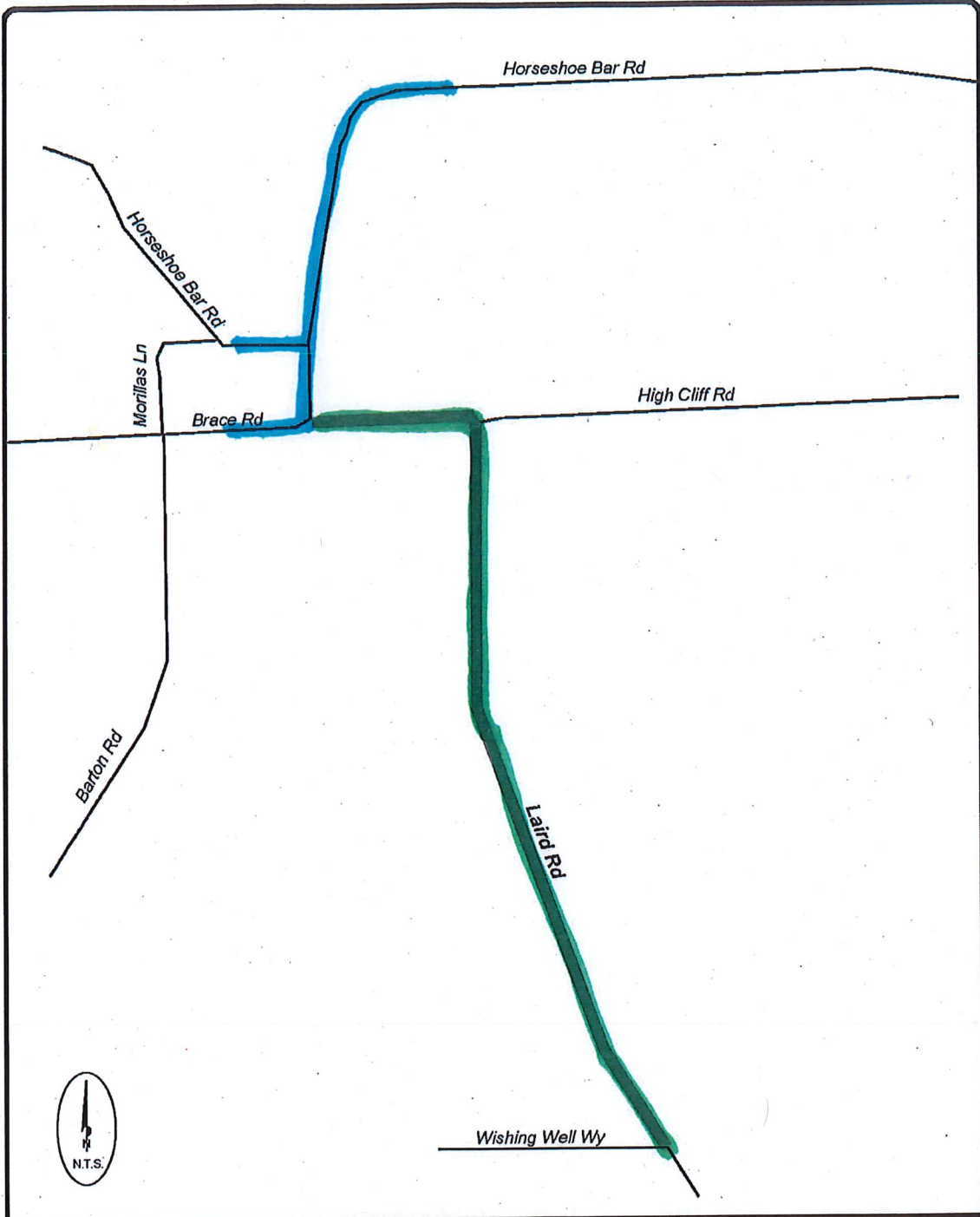
NO.	P-F	BID ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		378000A	ASPHALT RUBBER CHIP SEAL (TOWN OF LOOMIS - LAIRD ROAD)	SY	10700	\$5.28	\$56,496.00
BID ITEMS =							\$56,496
CONTINGENCY & EXTRA WORK BUDGET =							\$43,504
TOTAL ESTIMATE =							\$100,000

EXHIBIT B

**PLACER COUNTY AND TOWN OF LOOMIS
COOPERATIVE WORK AGREEMENT
2021 ROADWAY SURFACE TREATMENT PROJECT
ROAD LIST & MAPS**

DRAFT



MAP 09



TOWN OF LOOMIS
ROADWAY SURFACE TREATMENT
SUMMER 2021
(RCHIP)

CONTRACT NO. 1268

PAGE LOOMIS

 Original Work Scope (10,700 SY)
 Added Work Scope (5,600 SY)