



**STAFF REPORT
TOWN COUNCIL MEETING OF SEPTEMBER 10, 2013
CONSENT AGENDA**

TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL

FROM: BRIAN FRAGIAO, DIRECTOR OF PUBLIC WORKS 

DATE: AUGUST 30, 2013

RE: BLUE ANCHOR PARK SPRAY PAD PROJECT – ACCEPTANCE

Recommendation:

Adopt resolution accepting the Blue Anchor Park Spray Pad Project improvements.

Issue Statement and Discussion

On April 9, 2013, Town Council awarded the Blue Anchor Park Spray Pad improvements to Granite Bay Engineering of Newcastle, California in the amount of \$43,500.

The project included preparation of the spray pad area, installation of spray nozzles, concrete work, system equipment installation, controller and timer installation and water and electrical service hook up. During the forming and preparation of the spray pad area, the Contractor replaced several existing concrete sections and added a 4 foot concrete walkway around the pad area to follow ADA and Building Code requirements. The Contractor also added, extended and modified several utility services to eliminate conflicts between the spray pad and restroom facilities. The additional work added \$8,850 to the project. The concrete damaged during the placement of the restroom was repaired by Granite Bay Engineering and was included in the additional work. Therefore, the Town's actual cost increase was only \$3,850. The final contract amount was \$47,350.00. The Spray Pad was opened on July 10, 2013. There were several minor problems with the system and Granite Bay Engineering repaired and replaced the defective parts.

CEQA Requirements

This project is exempt under the California Environmental Quality Act (CEQA) Sections 15303 (c)(d)(e), "New Construction", 15304(a)(b)(c)(f)(h), "Minor Alterations to Land" and 15332, "In-fill Development Projects".

Financial and/or Policy Implications

The final cost was \$47,350.00. Funding was provided by the General Fund Reserve Community Facilities Account. The Contractor will provide the following warranties:

- Water driven gear valve (Heart of the system) – Lifetime Warranty.
- Spray Nozzles and housings – 3 year Warranty.
- All other components and accessories – 1 year parts and labor.

**TOWN OF LOOMIS
RESOLUTION NO. 13-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
ACCEPTING THE BLUE ANCHOR PARK SPRAY PAD PROJECT
PROVIDED BY GRANITE BAY ENGINEERING**

WHEREAS, the Town Council at it's April 9, 2013 regular meeting awarded the above referenced project to Granite Bay Construction; and

WHEREAS, the improvements included preparation of the spray pad, installation of the spray nozzles and system, utility hook-up and controller install; and

WHEREAS, funding was provided by the Town's General Fund Reserve Community Facilities Account; and

WHEREAS, the work has been completed to the satisfaction of the Public Works Department.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Loomis accepts the Blue Anchor Park Spray Pad Project improvements provided by Granite Bay Engineering.

PASSED AND ADOPTED by the Town Council of the Town of Loomis this 10th day of September, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

MAINTENANCE BOND

BOND NO.: 784270P
Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Granite Bay Engineering, as Principal,
and Indemnity Company of California, a corporation organized and doing business under
and by virtue of the laws of the State of California and duly licensed to conduct surety
business in the State of California, as Surety, are held and firmly bound unto
Town of Loomis

as Oblige, in the sum of Five Thousand Three Hundred Eighty-Five and No/100
(\$ 5,385.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors
and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige to:
Blue Anchor Park Water Spray Pad Project

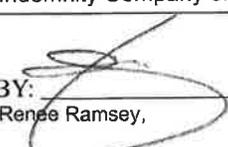
WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described
therein for a period of one year following final acceptance of said improvements;

NOW, THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason
of any defective materials or workmanship which become apparent during the period of one year from and after acceptance
of the said improvements by Oblige, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 21st day of August, 2013
YEAR

Granite Bay Engineering
Principal


Indemnity Company of California
BY: Renee Ramsey,
Attorney-in-Fact


ACKNOWLEDGMENT

State of California
County of Sacramento)

On August 21, 2013 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in
~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Patricia M. Simas (Seal)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Richard W. Pratt, B. G. Midstokke, Renee Ramsey, Katherine Gordon, Patricia M. Simas, Joseph H. Weber, John J. Weber, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Gregg N. Okura*
Gregg N. Okura, Vice-President



State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gina L. Garner*
Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21st day of August, 2013.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary



