

**STAFF REPORT  
TOWN COUNCIL MEETING OF MARCH 8, 2011  
CONSENT AGENDA**

**TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL**

**FROM: BRIAN FRAGIAO, DIRECTOR OF PUBLIC WORKS** 

**DATE: FEBRUARY 28, 2011**

**RE: KING ROAD OVERLAY PROJECT- ACCEPTANCE** 

**Recommendation:**

Adopt resolution accepting the King Road Overlay Project improvements, direct staff to record the Notice of Completion certificate and submit the final project report and Regional Surface Transportation Program (RSTP) fund invoicing to Caltrans to complete the process.

**Issue Statement and Discussion**

On September 14, 2010, Town Council awarded the King Road Overlay Project to Delta Construction Company, Inc. in the amount of \$306,000.

This project included the following improvements:

- Asphalt Grinding, adjacent driveway transitions and overlay of King Road from Sierra College Boulevard to Taylor Road in November 2010
- Utility raising in December 2010
- Striping in January 2011

The project would have been completed sooner, but the cold weather and rain delayed the thermoplastic striping application. Staff initiated a notice of completion (NOC) on February 4, 2011.

**CEQA Requirements**

This project was exempt under the California Environmental Quality Act (CEQA) Section 15301. (c&d) (Class 1), "Existing Facilities" of the guidelines.

**Financial and/or Policy Implications**

All money due has been paid. There are no outstanding issues at this time. Delta Construction Company, Inc. will be under the one year maintenance warranty beginning after acceptance (March 2011). The Town will receive \$119,974 of RSTP Funds once staff has submitted the final project report and invoice to Caltrans. Staff will submit the Notice of Completion Certificate to the Placer County Recorder's Office for recording.

**TOWN OF LOOMIS  
RESOLUTION NO. 11-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS  
ACCEPTING THE KING ROAD OVERLAY PROJECT IMPROVEMENTS  
PROVIDED BY DELTA CONSTRUCTION COMPANY, INC.**

**WHEREAS**, the Town Council at it's September 14, 2010 regular meeting awarded the above referenced project to Delta Construction Company, Inc.; and

**WHEREAS**, the improvements included paving, grinding, pavement driveway transitions, striping and raising utilities; and

**WHEREAS**, funding was provided by the Town's Transportation Development Act (TDA) funds and Regional Surface Transportation Program (RSTP) Funds; and

**WHEREAS**, the work has been completed to the satisfaction of the Public Works Department on February 4, 2011.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Town of Loomis accepts the King Road Overlay Project improvements provided by Delta Construction Company, Inc. and directs staff to record the Notice of Completion Certificate, and submit the final project report and Regional Surface Transportation Program (RSTP) fund invoicing to Caltrans to complete the process.

**PASSED AND ADOPTED** by the Town Council of the Town of Loomis this 8th day of March, 2011 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Clerk  
Recording Requested

\_\_\_\_\_  
Town Attorney

By and returned to:

TOWN OF LOOMIS  
Attn: Town Clerk  
P.O. Box 1330  
Loomis, CA 95650

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

TO ALL CONCERNED NOTICE IS HEREBY GIVEN:

That the construction work known as the **KING ROAD OVERLAY PROJECT** was completed on February 4, 2011.

That the work consisted of asphalt grinding, driveway transitions, asphalt overlay, utility raising and striping & pavement markings on King Road from Sierra College Boulevard to Taylor Road.

That the Town of Loomis, 3665 Taylor Road, Loomis, CA 95650 in Placer County, is the Owner of said work. That the location of said work is on King Road within the Town boundaries.

That the Contractor for said work is Delta Construction Company, Inc.

The date of Notice of Completion is hereby established as March 8, 2011, which is also the start date of the one year Maintenance Warrantee as signed by Contractor and part of Contract documents.

By: TOWN OF LOOMIS

\_\_\_\_\_  
Brian J. Fragiao, Town Engineer      Date

Date:

County of Placer

State of California

Brian J. Fragiao, being first duly sworn, is authorized by the Town Council to execute this Notice of Completion and that the Town owns the project described above in this notice; that he has read the same and knows the content thereof and that the facts stated herein are true.

\_\_\_\_\_  
Brian J. Fragiao

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for the County of Placer

\_\_\_\_\_  
My Commission expires

## **CONTRACTOR 1-YEAR GUARANTEE**

We hereby guarantee the King Road Overlay improvements which were constructed in the Town of Loomis for (1) year in accordance with the contract. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the period from the date of acceptance (recording of the Notice of Completion) without expense whatsoever to the Town, excluding ordinary wear and tear and unusual abuse or neglect.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the Town of Loomis of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the Town of Loomis to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The Town shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the Town of Loomis, or its property or licenses, the Town may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous conditions when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph. The Guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the Town of Loomis's rights to enforce all terms of the contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the Town of Loomis's right on such contract.

**We shall provide a 1-year security of 10% of the total completion cost of the project at the time of final acceptance.**

DELTA CONSTRUCTION COMPANY INC.

Signed: 

Peter V. Lambert

Vice President

Dated: 9/21/10

RECEIVED

FEB 10 2011

Bond No. 1981610

MAINTENANCE BOND

TOWN OF LOOMIS

KNOW ALL MEN BY THESE PRESENTS: That we, DELTA CONSTRUCTION COMPANY INC.

as Principal, and MASSACHUSETTS BAY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of NEW HAMPSHIRE and having its principal office in Worcester, Massachusetts as Surety, are held and firmly bound unto TOWN OF LOOMIS

as Obligee, in the sum of THIRTY THOUSAND SIX HUNDRED AND .00/100 (\$ 30,600.00) lawful money of the United States of America, to be paid to said Obligee, its successors or assigns, for which payment well and truly to be made, we, and each of us do hereby bind ourselves, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal entered into a contract with the TOWN OF LOOMIS

dated 09/14/2010 to

KING ROAD OVERLAY PROJECT

WHEREAS, the Obligee has requested the Principal to furnish a surety maintenance bond in the above mentioned penalty for the maintenance of KING ROAD OVERLAY PROJECT

for the period of 1 year(s),

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of 1 year(s).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall well and truly maintain the said DELTA CONSTRUCTION COMPANY INC.

shall make good all defects appearing during the said period due to use of defective materials by the Principal, then this obligation shall be void, otherwise to remain in full force and effect.

Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

SIGNED, sealed and dated this 7TH day of FEBRUARY, 2011

DELTA CONSTRUCTION COMPANY INC.



By: Norman R. Brown (Seal) (Principal)

By: Joseph H. Weber (Seal) , Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On FEBRUARY 7, 2011 before me, M. McLAUGHLIN - Notary Public  
(Here insert name and title of the officer)

personally appeared Joseph H. Weber

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 of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal in a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**RANDALL L. JORGENSEN, JOSEPH H. WEBER, DAVID K. MURPHY, JOHN E. MURPHY, SANDI PULLEN**

Of **Sacramento, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **12th** day of **July**, **2010**.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

*Robert K. Grennan*  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **12th** day of **July**, **2010** before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **7th** day of **FEBRUARY**, **2011**.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Stephen L. Brauit*  
Stephen L. Brauit, Assistant Vice President