

# MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: June 22, 2010

FROM: <sup>XSD</sup>  
KEN GREHM / PETER KRAATZ

SUBJECT: INTERAGENCY AGREEMENT BETWEEN DEPARTMENT OF PUBLIC WORKS AND REDEVELOPMENT AGENCY FOR THE DEVELOPMENT OF THE RAINBOW AVENUE PUBLIC PARKING LOT IN AN AMOUNT NOT TO EXCEED \$1,397,000

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## ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Chairman to approve an interagency agreement between the Placer County Department of Public Works (DPW) and the Placer County Redevelopment Agency (Agency) for the development of the Rainbow Avenue Public Parking Lot in an amount not to exceed \$1,397,000; and authorizing the Director of the Department of Public Works or his designee to execute the agreement.

## BACKGROUND / SUMMARY

Both the Placer County Board of Supervisors and the Redevelopment Agency Board authorized the purchase of the Rainbow Avenue site by resolutions adopted on July 23, 2007. The land transfer occurred on October 19, 2007.

The new parking lot will address community needs and support the adjacent business district and specifically, the Kings Beach Commercial Core Improvement Project. The project is also planned to include water quality improvements and a natural landscaped walkway. A separate agreement will be developed prior to issuance of a notice of completion for the operation of the lot.

DPW is seeking approval to enter into an agreement with the Agency to utilize the \$1,397,000 to support the pre-development, design, and construction work of the project. The agreement outlines the conditions of the funding and the responsibilities of both DPW and the Agency.

## ENVIRONMENTAL

This interagency agreement is exempt from CEQA, pursuant to CEQA Guidelines Section 15180. DPW will complete all required environmental documentation, and that effort is supported by this agreement.

## FISCAL IMPACT

The Rainbow Avenue Public Parking Lot is estimated to cost \$1,397,000 to deliver. These costs are included in the Fiscal Year 2009-10 Budget. There is no impact to the General Fund.

## Attachments:

- Resolution
- Final Copy of Interagency Agreement
- Location Map

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN TO APPROVE AN INTERAGENCY AGREEMENT BETWEEN THE PLACER COUNTY DEPARTMENT OF PUBLIC WORKS AND THE PLACER COUNTY REDEVELOPMENT AGENCY FOR THE DEVELOPMENT OF THE RAINBOW AVENUE PUBLIC PARKING LOT IN AN AMOUNT NOT TO EXCEED \$1,397,000 AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO EXECUTE THE AGREEMENT

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:  
Clerk of said Board

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes the Placer County Department of Public Works and the Placer County Redevelopment Agency for the development of the Rainbow Avenue Public Parking Lot in an amount not to exceed \$1,397,000; and authorizing the Director of the Department of Public Works or his designee to execute the agreement.

Agreement No.: 2009/2010-04

Agreement Description: Rainbow Avenue Public Parking Lot  
Pre-Development, Design, and Construction

INTERAGENCY AGREEMENT  
PRE-DEVELOPMENT, DESIGN, AND CONSTRUCTION  
RAINBOW AVENUE PUBLIC PARKING LOT

THIS INTER-AGENCY PRE-DEVELOPMENT, DESIGN, AND CONSTRUCTION AGREEMENT ("Agreement") is entered into by and between Placer County Redevelopment Agency, a public body, corporate and politic, ("Agency") and Placer County, a political subdivision of the State of California ("County"). Agency and County are hereinafter sometimes referred to collectively as the "Parties."

RECITALS

- A. The Agency owns that real property located near the corner of Deer Street and Rainbow Avenue in Kings Beach, Placer County, CA ("Rainbow Ave. Site").
- B. The Rainbow Ave Site is located in the North Lake Tahoe Redevelopment Project Area (the "Project Area").
- C. Both the County Board of Supervisors and the Agency Board authorized the purchase of the Rainbow Ave. on July 23, 2007 and the Agency took title to the land on October 19, 2007.
- D. The Agency has identified the Rainbow Ave. location as a viable site for a public parking lot and has determined that such a project will be of benefit to the Project Area because it will improve traffic safety and provide public parking in the Kings Beach community.
- E. The County has determined that a parking lot on the Rainbow Ave. Site will be an asset to the Kings Beach Commercial Core Improvement Project.
- F. The Agency is willing to provide the Rainbow Ave. Site and fund the design and construction of the public parking lot on it as part of its overall financial commitment of Eleven Million and No/100 Dollars (\$11,000,000) in support of the Kings Beach Commercial Core Improvement Project.
- G. The County, through its Department of Public Works ("DPW"), is willing to manage the design, permitting, environmental review and construction of the Rainbow Avenue Public Parking Lot Project (the "Project") subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. County Responsibilities

The County, through DPW, shall assume full responsibility for the pre-development, design, permitting, environmental review and construction of the Project, as outlined and described in Exhibit A ("Project Implementation").

2. Principal Contacts

The principal contacts for the Parties shall be the following:

Agency: Steve Brown, Redevelopment Program Coordinator  
3091 County Center Drive, Suite 260  
Auburn, CA 95603  
Phone: (530) 745-3150

County: Peter Kraatz, Deputy Director of Public Works  
P.O. Box 336  
7717 North Lake Boulevard  
Kings Beach, CA 96143  
Phone: (530) 581-6230

3. Funds, Disbursement

For purposes of tracking the Agency's overall financial commitment to the Kings Beach Commercial Core Improvement Project, the parties agree that the total value of this Project is one million three hundred ninety-seven thousand dollars (\$1,397,000). This total includes the land value of the Rainbow Ave. Site real property of five hundred seventy-eight thousand eight hundred and No/1000 (\$578,800). The balance amount that has been allocated and which the Agency agrees to pay for the design and construction of the Project is a not to exceed amount of eight hundred eighteen thousand two hundred dollars (\$818,200) ("Project Cost").

The Agency shall reimburse the County utilizing Journal Vouchers within thirty (30) days following Agency receipt of the County invoices. County invoices shall be submitted monthly and shall identify the time period covered by the invoice, a description of the work performed, and the costs incurred.

The County shall also submit monthly billing reports to Agency, indicating the type of services provided, the persons providing such services, and the number of hours of service expended and any documentation as Agency may reasonably require.

The Project Cost includes a fifty-eight thousand four hundred fifty and No/100 dollars (\$58,450) contingency amount for cost overruns. Prior to utilization of the contingency amount, the Parties agree to confer to determine if an amendment to this Agreement to increase the Project Cost is warranted.

4. Rainbow Ave. Site Maintenance

The County agrees to maintain the Rainbow Ave. Site after completion of the Project. Within ten (10) days of the date of the Notice of Completion, the Parties agree to enter into a separate maintenance agreement.

5. Records; Audits.

The County will maintain throughout the term of this Agreement (as defined in Section 10.1), and for two (2) years thereafter, complete detailed records regarding all work on the Project and all work performed pursuant to this Agreement. At the end of two years all documents will be forwarded to the Agency for storage and final disposition. Upon reasonable notice, Agency shall have the right to audit or inspect such records. The County agrees to cooperate in any audit or inspection conducted by Agency or Project funding sources.

6. Performance and Payment Bonds.

Prior to the commencement of construction of the Project, the County shall cause the Project general contractor to purchase the following bonds: (i) a performance bond in an amount not less than 100% of the estimated cost of construction of the Project, naming Agency and County as additional insured, and (ii) a payment bond naming Agency and County as additional insured in an amount not less than 100% of the costs for labor and materials for the Project. All bonds required pursuant to this Section shall be furnished to Agency and the County for prior approval as to form and must be issued by a surety company that is acceptable to Agency and County and which is licensed and authorized to do business in the State of California.

7. Insurance Requirements.

Agency acknowledges that County is a self-insured public entity. Parties agree that County may satisfy its insurance requirements through a program of self-insurance. Agency shall not be obligated to maintain any insurance for any work performed under this Agreement by the County.

In the event County discontinues its policy of self-insurance, County agrees to procure and continue in force and effect insurance coverage as set in Exhibit B.

8. Indemnity.

The County shall indemnify, defend and hold harmless Agency and its elected and appointed officials, employees, agents and contractors (collectively, "Indemnities") from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorneys' fees) or damage (collectively "Claims") arising from or related to County's performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnities.

Agency shall indemnify, defend and hold harmless the County and its elected and appointed officials, employees, agents and contractors (collectively, "County Indemnities") from and against any and all Claims arising from or related to Agency's performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of County Indemnities.

To the maximum extent permitted by law, County shall require all consultants and contractors engaged in design, construction or other work on the Project to indemnify, defend and hold harmless the Indemnities and the County Indemnities from all Claims arising from or related to the design or construction of the Project.

This Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Events of Default; Remedies.

An Event of Default under this Agreement shall occur if a Party fails to fulfill or perform any obligation required to be fulfilled or performed by such Party hereunder and the failure of such Party to cure such default within thirty (30) days after receipt of written notice thereof (or in the case of a default that cannot be reasonably cured within such period, the failure to commence to cure such default within thirty (30) days and thereafter to proceed with due diligence to cure such default). The non-breaching Party may take any action available to it in law or in equity, including without limitation, pursuit of an order for specific performance. The remedies afforded hereunder are cumulative.

10. Miscellaneous.

10.1 Term of this Agreement. The term of this Agreement shall commence on the last date of execution hereof (Effective Date) and unless sooner terminated pursuant to the terms hereof, shall expire sixty (60) days after the recordation of a Notice of Completion for the Project and the payment by Agency of all sums payable by Agency to County hereunder.

10.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

AGENCY:

Placer County Redevelopment Agency  
3091 County Center Drive, Suite 260  
Auburn, CA 95603  
Attn: Jim LoBue, Deputy Director Redevelopment  
Phone: (530) 745-3150  
Fax: (530) 745-3152

COUNTY:

Placer County Department of Public Works  
P.O. Box 336  
7717 North Lake Boulevard  
Kings Beach, CA 96143  
Attn.: Peter Kraatz, Deputy Director of Public Works  
Phone: (530) 581-6230  
Fax: (530) 581-6239

- 10.3 Governing Law; Venue. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of Placer County, State of California. The parties hereby waive any federal court removal rights that they may have.
- 10.4 Severability. If any term, provision, covenant or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- 10.5 Compliance with Laws. The Parties agree to comply with all applicable federal and state statutes and regulations and County Code and ordinances.
- 10.6 Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the Parties.
- 10.7 Captions; Construction. The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of

both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

- 10.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements with respect thereto.
- 10.9 No Third Party Beneficiaries. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any rights in any person not a party hereto.
- 10.10 Further Assurances. The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.
- 10.11 Due Authorization. Each Party represents and warrants that such Party's execution, performance and delivery of this Agreement has been duly authorized by all requisite actions on the part of such Party, and that the person(s) executing this Agreement on behalf of such Party have been duly authorized to do so.
- 10.12 No Assignment. This Agreement may not be assigned in whole or in part absent the prior written consent of the Parties.
- 10.13 No Waiver. No waiver of, acquiescence in or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to, any other, further or succeeding breach of the same or any other term, covenant or condition.
- 10.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

**AGENCY:**

PLACER COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic

By: \_\_\_\_\_  
Thomas M. Miller  
Redevelopment Director

\_\_\_\_\_  
Date

**COUNTY:**

PLACER COUNTY, a political subdivision of the State of California  
By and through its Department of Public Works

By: \_\_\_\_\_  
Ken Grehm  
Director of Public Works

\_\_\_\_\_  
Date

**Approved As to Form**

\_\_\_\_\_  
Scott Finley, Supervising Deputy County Counsel

\_\_\_\_\_  
Karin Schwab, Agency Counsel

Exhibit A  
Rainbow Avenue Public Parking Lot  
Project Implementation Tasks

1. Pre-Development Studies

DPW will order studies as needed to determine land capability, coverage, tree surveys, soils, and noise analysis to develop a public parking lot, water quality project, and pedestrian walkway to Trout Avenue. Survey work will also need to be developed in anticipation of the drive access easement across the adjoining property (Union Hall). Agency will sign documents as requested.

2. Parking Lot Design and Construction

DPW will design a public parking lot based on input from the community. The water quality project and pedestrian walkway should blend into the parking area.

DPW will provide oversight of all construction aspects in addition to handling required Board of Supervisor memos related to project. Copies of memos will be forwarded to the Agency for their records.

DPW will ensure that all documents will conform to the form, regulations, and requirements of the County, TRPA, and all other agencies with jurisdiction over the Project.

DPW or its designee shall prepare submittals for and shall obtain all necessary permits and approvals for the Project from TRPA, County, Caltrans, and all other applicable permitting agencies.

DPW will handle the public bid process to ensure compliance with funding source requirements and regulations. DPW shall solicit competitive bids for the Project pursuant to all applicable local, state, and federal requirements, including without limitation, all required County procurement procedures (Construction Manager will be selected based on qualifications and Construction Contractor by lowest responsible bid). Upon receipt of bids, DPW will, if necessary, prepare a revised Project construction budget for Agency concurrence.

DPW shall ensure that the contractor and all sub-contractors comply with California Labor Code Section 1720 et seq. (prevailing wage), the Fair Employment and Housing Act (Government Code section 12900 et seq.) and Americans with Disabilities Act requirements.

DPW will be the primary contact for issues related to the Project from the date of this agreement until the Notice of Completion is filed.

3. Easement Acquisition.

DPW shall acquire the drive access easement across the adjoining property (Union Hall) and title to said easement shall be held by the County. Funds for this

acquisition, including appraisal costs, are included in the Project Budget (see section 6).

4. Change Orders.

DPW will have full control over all change orders. However, if a change order is received that will result in cost overruns that exceed the Project Cost, the Parties must amend this Agreement to cover said amount.

5. Project Closeout

A Notice of Completion or Acceptance will be filed within ten (10) days of the Project completion. Acceptance by TRPA and other related agencies will be obtained within ninety (90) days of Project completion. Copies of all notices will be forwarded to the Agency prior to the final disbursement of monies.

6. Project Budget

DPW shall, to the extent possible, adhere to the following budget allocations. Any reallocation of the following line items must have the prior written consent of both the Agency Deputy Director and the DPW Deputy Director. Unless this Agreement is amended, no allocation may increase the total amount of the budget.

PROJECT BUDGET

| USE OF FUNDS                          | ESTIMATED COST |
|---------------------------------------|----------------|
| Design                                | \$ 35,000      |
| Construction and Management           | 581,000        |
| Acquisition of Easement               | 55,000         |
| Environmental/Studies/Permits/Fees    | 28,750         |
| DPW Project Management*               | 60,000         |
| Sub-Total                             | 759,750        |
| Contingency for Project Cost overruns | 58,450         |
| TOTAL                                 | \$ 818,200     |

\*Includes payroll costs associated with DPW staff and first tier management review. Funding source does not allow payment of senior management or building pro-rata charges.

EXHIBIT B

INSURANCE REQUIREMENTS

The County agrees to obtain from both the Project Construction Manager and the Project General Contractor separate Certificates of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII showing.

a. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to the Project Construction Manager's and/or the Project General Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Both the Project Construction Manager and the Project General Contractor shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

b. GENERAL LIABILITY INSURANCE:

i. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of the Project Construction Manager and/or the Project General Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Premises and operations;
- (2) Products and completed operations;
- (3) Contractual liability insuring the obligations assumed by County in this Agreement;
- (4) Broad form property damage (including completed operations);
- (5) Explosion, collapse, and underground hazards;
- (6) Personal injury liability; and

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Contractor's work under the agreement.

ii. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

iii. If either the Project Construction Manager and/or the Project General Contractor carry a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$2,000,000) aggregate

iv. If either the Project Construction Manager and/or the Project General Contractor carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- One million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

v. Special Claims Made Policy Form Provisions:

Neither the Project Construction Manager nor the Project General Contractor shall provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- One million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by both the Project Construction Manager and the Project General Contractor shall contain language providing coverage up to six (6) months following the completion of the contract(s) entered into with County in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

c. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County of Placer and the Placer County Redevelopment Agency, its respective officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
2. "The insurance provided by [the Project Construction Manager] [Project General Contractor], including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer or the Placer County Redevelopment Agency and no insurance held or owned by the County of Placer or the Placer County Redevelopment Agency shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

d. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

e. PROFFESIONAL LIABILITY INSURANCE (Errors and Omissions)

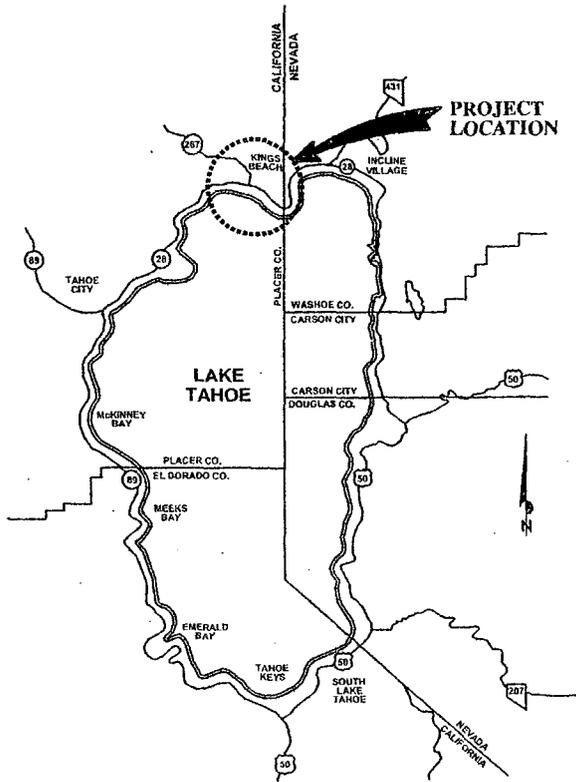
County shall require all outside Project architects, landscape architects, engineers and other design professionals to maintain professional liability insurance in an amount not less than Two Million Dollars (\$2,000,000) covering errors and omissions, with a deductible of not more than \$50,000 per claim and in a form approved by Agency. The insurance coverage provided by any and all design professionals shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Prior to commencement of each phase of construction, County shall furnish

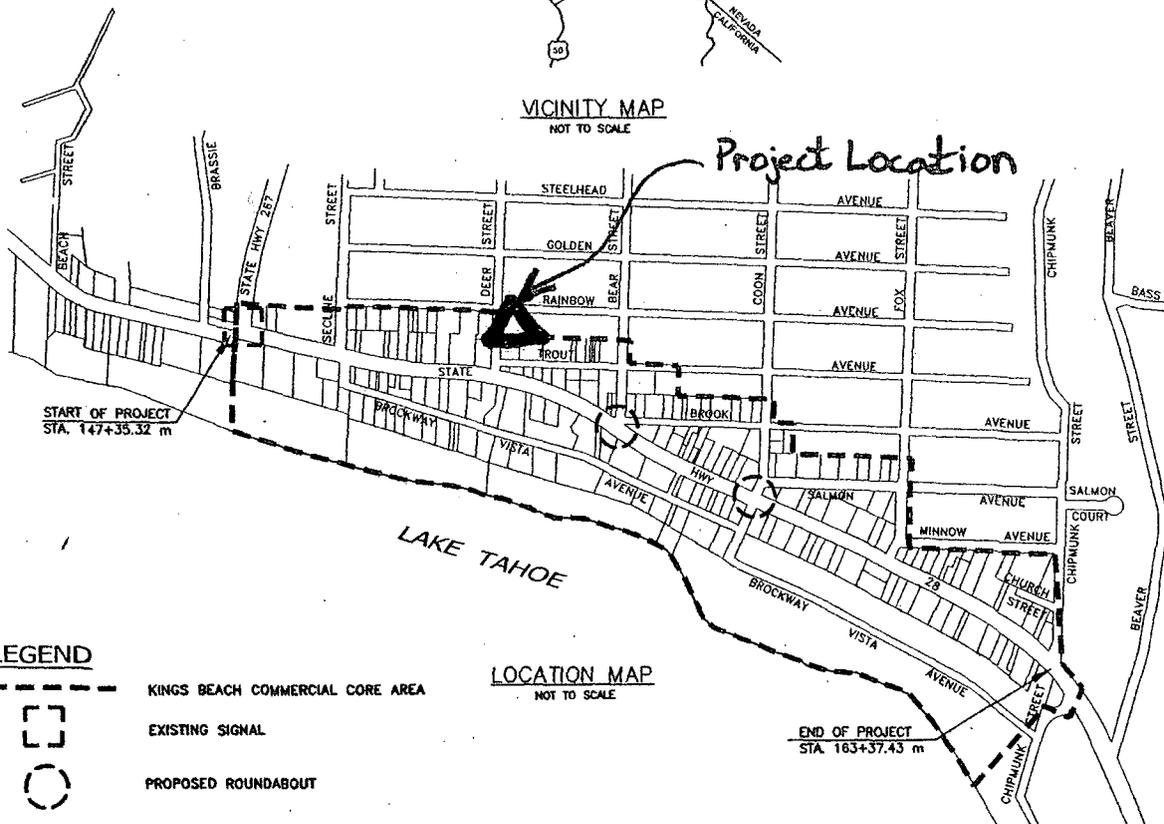
Agency with certificates of insurance in form acceptable to Agency evidencing the required insurance coverage and duly executed endorsements evidencing additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify County and Agency of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. Coverage provided pursuant to this Section shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by Agency or County, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the Agency. County shall provide Agency with certified copies of the required insurance policies upon request of Agency.

f. POLLUTION LIABILITY:

Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of One Million Dollars (\$1,000,000), Two Million dollars (\$2,000,000) aggregate covering liability arising from the sudden and accidental release of pollution on the Facility Site.



VICINITY MAP  
NOT TO SCALE



LOCATION MAP  
NOT TO SCALE

LEGEND

-  KINGS BEACH COMMERCIAL CORE AREA
-  EXISTING SIGNAL
-  PROPOSED ROUNDABOUT

VICINITY AND LOCATION MAP