

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

(Project: Sierra Vista Specific Plan Bike Trail Grading DF 1 & 2)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by
and between the City of Roseville, a municipal corporation, (“CITY”) and SV 218, LLC, a
California limited liability company (“DEVELOPER”); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville, located at: Sierra Vista Specific Plan and described as Assessor’s Parcel Numbers DF 1 & 2 (498-010-080) (the “ Property”).

B. DEVELOPER has agreed to construct and install certain Public Improvements as shown within Exhibit “A” attached hereto and made part of this agreement (“Public Improvements”).

C. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in Recital B above.

D. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated as approximately forty-two thousand, two hundred and sixty dollars (\$42,260) (“Improvement Costs”), as more particularly set out in the breakdown of costs (“Breakdown of Costs”), Exhibit “B,” attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	\$ 0
CITY	\$ 42,260
TOTAL	\$ 42,260

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered

with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

4. Payment Bond. Prior to the commencement of the Public Improvements, DEVELOPER shall procure, or cause its general contractor to procure, a Payment Bond securing the payment of the claims of laborers, mechanics or materialmen employed to construct the Public Improvements. The Payment Bond shall be in the amount of the general contractor's bid amount for cost of the Public Improvements. If, at the time of approval of any change orders, the then remaining cost to be paid or incurred to complete the Park Improvements increases by the issuance of such change orders to be greater than the amount of the Payment Bond, the penal amount of the Payment Bond required shall increase accordingly. The surety on the Payment Bond shall be satisfactory to the CITY.

5. Warranty Bond. Prior to the commencement of the Public Improvements, DEVELOPER shall procure, or cause its general contractor to procure, a Warranty Bond in the amount of ten percent (10%) of the Improvement Costs to guarantee and warrant the Public Improvements for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished. The Warranty Bond shall be released upon DEVELOPER's request following expiration of the warranty period and subject to the reasonable determination of the Public Works Director that DEVELOPER's warranty obligations have been satisfied.

6. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement.

7. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

8. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different then contemplated in either Exhibit "A" or "B" as referenced above, and prior to making any changes that will affect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

9. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and

adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 11 of this Agreement. In addition, as required by California Labor Code Section 1773.3, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

10. Indemnification. To the fullest extent allowed by law, DEVELOPER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of DEVELOPER's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

DEVELOPER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

11. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

POLICY

Commercial General Liability,
Including endorsements for
comprehensive form, premises
operations, products/completed
operations, broad form property
damage, independent contractors,
contractual, personal injury,
explosion/collapse and underground
hazard

Workers' Compensation

Automobile Liability

LIMITS OF LIABILITY

Bodily Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate
Property Damage:
\$2,000,000 each occurrence
Personal Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate

Statutory

\$1,000,000 combined single limit

a. Form. DEVELOPER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in

this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. DEVELOPER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the contractor or any subcontractor upon request.

f. Waiver of Subrogation. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and

Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by DEVELOPER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

12. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

13. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

14. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

16. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

17. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2021, and DEVELOPER has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

SV 218, LLC, a California limited liability
company

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: VP
and

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)On August 31, 2021 before me, Karen Headley, a notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared S.A. Schable and Martin Z. Ziegler
Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

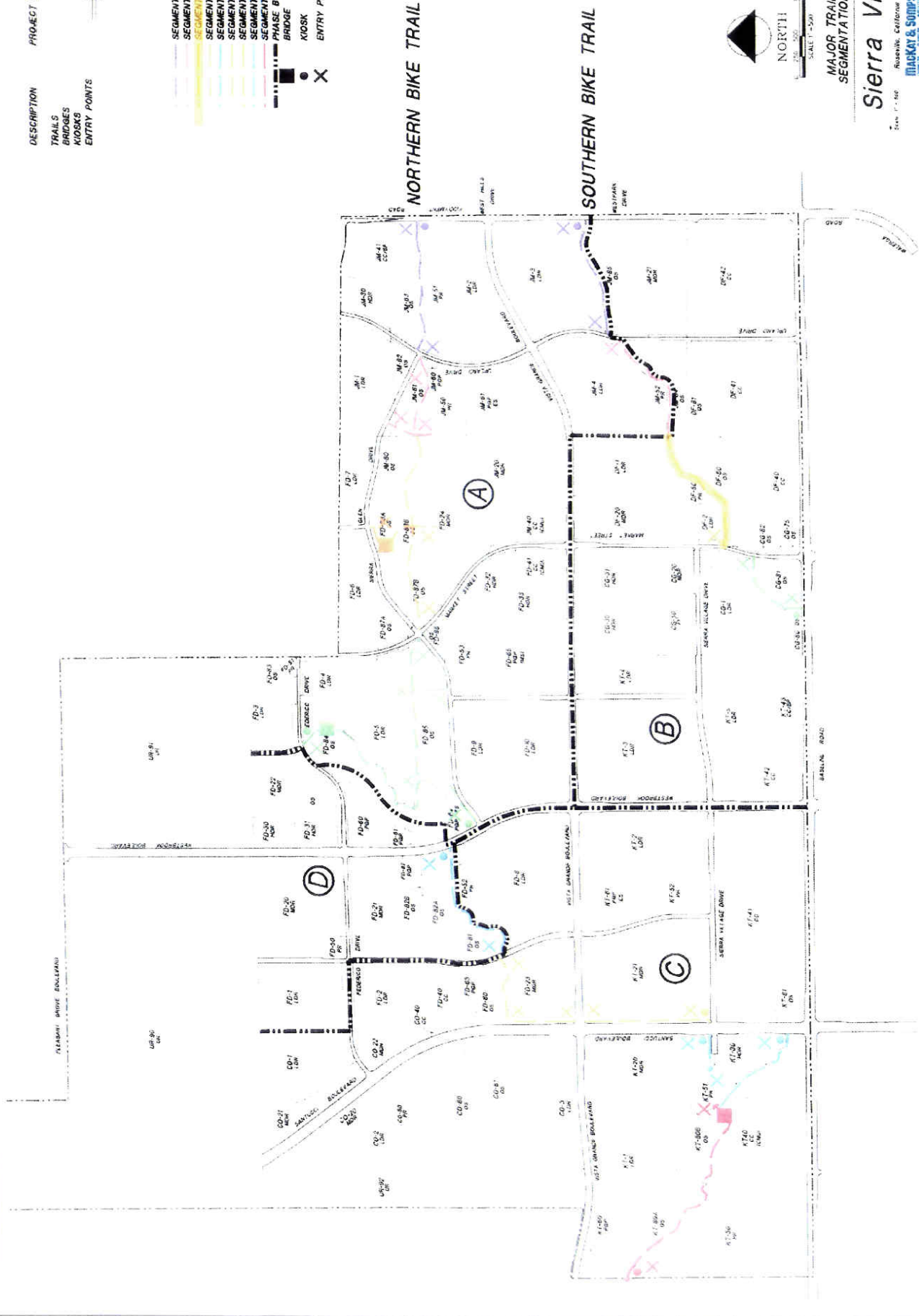
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

DESCRIPTION	PROJECT SEGMENTS
TRAILS	13
BRIDGES	3
KIOSKS	10
ENTRY POINTS	32
	48

- SEGMENT 1
- SEGMENT 2
- SEGMENT 3
- SEGMENT 4
- SEGMENT 5
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- SEGMENT 48

- PHASE BOUNDARY
- BRIDGE
- KIOSK
- ENTRY POINT



The Villages at Sierra Vista - SV 218, LLC
Trail Reimbursement - 2021 DF Properties
Estimated Costs
APN: 498-010-080

#	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
A. Village DF-1&2					
1	2,132	CY	Rough Grading	\$ 5.75	\$ 12,259.00
2	40,645	SF	Erosion Control	\$ 0.07	\$ 2,926.44
3	500	LF	Post & Cable	\$ 30.00	\$ 15,000.00
TOTAL BIKE TRAIL ITEMS					\$ 30,185.44

CONSTRUCTION COST SUMMARY

A. Village DF-1&2	30,185.44	
SUBTOTAL CONSTRUCTION COST ESTIMATE	30,185.44	
Soft Costs at 20%		\$ 6,037.09
Contingency at 20%		\$ 6,037.09
TOTAL COST ESTIMATE		\$ 42,259.62