

REIMBURSEMENT AND AUTHORIZATION AGREEMENT
FOR THE CITY OF ROSEVILLE TO RESURFACE A PORTION OF STANFORD
RANCH ROAD IN THE CITY OF ROCKLIN
(2018 RSTP Arterial Resurfacing Project)

This Reimbursement and Authorization Agreement ("Agreement") for the City of Roseville to resurface a portion of Stanford Ranch Road in the City of Rocklin as part of the 2018 RSTP Arterial Resurfacing Project ("Project") is entered into this day of _____, 2021, by and between the City of Rocklin, a municipal corporation, and the City of Roseville, a municipal corporation (collectively, the "Parties").

RECITALS

1. The City of Roseville is resurfacing numerous streets throughout the City of Roseville as part of the 2018 RSTP Arterial Resurfacing Project.
2. The City of Rocklin is requesting that the City of Roseville include a portion of work within the City of Rocklin as described in Exhibit "A" as it is directly adjacent and connected to work contemplated under the 2018 RSTP Arterial Resurfacing Project along Stanford Ranch Road.
3. The work within the City of Rocklin is shown in Exhibit "B".
4. The City of Roseville has estimated the construction costs of the Project not to exceed one hundred fifty thousand dollars (\$150,000). A copy of the estimated costs of the Project is attached hereto as Exhibit "C" and incorporated herein by this reference.

AGREEMENT

5. Right of Entry and Right to Construct: The City of Rocklin hereby grants to the City of Roseville, its employees, authorized agents and assigns, a right of entry and right to construct over its property described in Exhibit "A," a description of which is attached hereto and incorporated herein by reference. Such right of entry shall be granted solely for the purpose of the Project described in the Recitals of this Agreement and conditioned upon the City of Roseville being subject to the terms and conditions set forth in Section 6 of this Agreement, entitled "Encroachment Permit."

6. Encroachment Permit. The City of Roseville shall require that the construction contractor performing the work obtain an Encroachment Permit from the City of Rocklin, at no cost to the contractor or the City of Roseville, prior to performing any work on the portion of the Project that is to be constructed within the Rocklin city limits. The Encroachment Permit shall contain certain general conditions that must be complied with at all times by the construction contractor. These general conditions shall be incorporated into this Agreement as though fully set forth herein. A copy of the general conditions of the Encroachment Permit is attached hereto as Exhibit "D."

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7. Right to Inspect. Upon request from City of Rocklin staff, City of Roseville staff shall make all inspection results available for City of Rocklin staff to review.

8. Reimbursement of Costs of the Project. Upon completion of the Project (as described in Exhibit "A"), the City of Roseville shall provide to the City of Rocklin an accounting of all costs incurred. The accounting shall show a breakdown of the City of Rocklin's proportionate share of costs for the Project within Rocklin city limits with an invoice for those costs. Within thirty (30) day of receipt of the invoice, the City of Rocklin shall reimburse the City of Roseville in an amount proportional to the amount of the Project within the City Rocklin, which amount shall not exceed one hundred fifty thousand dollars (150,000). In the event that the actual costs are less than the total amount estimated as set forth in Section 4 above, the City of Rocklin's proportionate share shall be decreased accordingly.

9. Completion of the Project. The City of Roseville shall use reasonable and diligent efforts to ensure that the construction contractor completes the Project in accordance with the plans and specifications approved by the City of Roseville for the job. Notice of Completion for the Project shall not issue until the City of Rocklin has accepted the portion of the work performed in the City of Rocklin; such acceptance shall not be unreasonably withheld.

10. Insurance: The City of Roseville shall require the construction contractor to provide insurance coverage for the Project. The City of Roseville shall require the construction contractor to add the City of Rocklin as an additional insured to the policy covering the Project.

11. Indemnification. To the fullest extent allowed by law, City of Rocklin shall defend, indemnify, and save and hold harmless City of Roseville, 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 City of Rocklin'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 of Roseville's negligence or willful misconduct.

City of Rocklin'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.

12. Except as specifically stated herein, this Agreement does not provide the City of Roseville power or authority to act on behalf of City of Rocklin in any capacity whatsoever as an agent, or to bind the City of Rocklin in any respect or to any obligations.

Executed as of the first date above.

City of Roseville

City of Rocklin

By: _____
DOMINICK CASEY
Its: City Manager

By: _____
City Manager

Approved as to Form:

Approved as to Form:

By: _____
ROBERT R. SCHMITT
City Attorney

By: _____
City Attorney

Attested:

Attested:

By: _____
SONIA OROZCO
City Clerk

By: _____
City Clerk

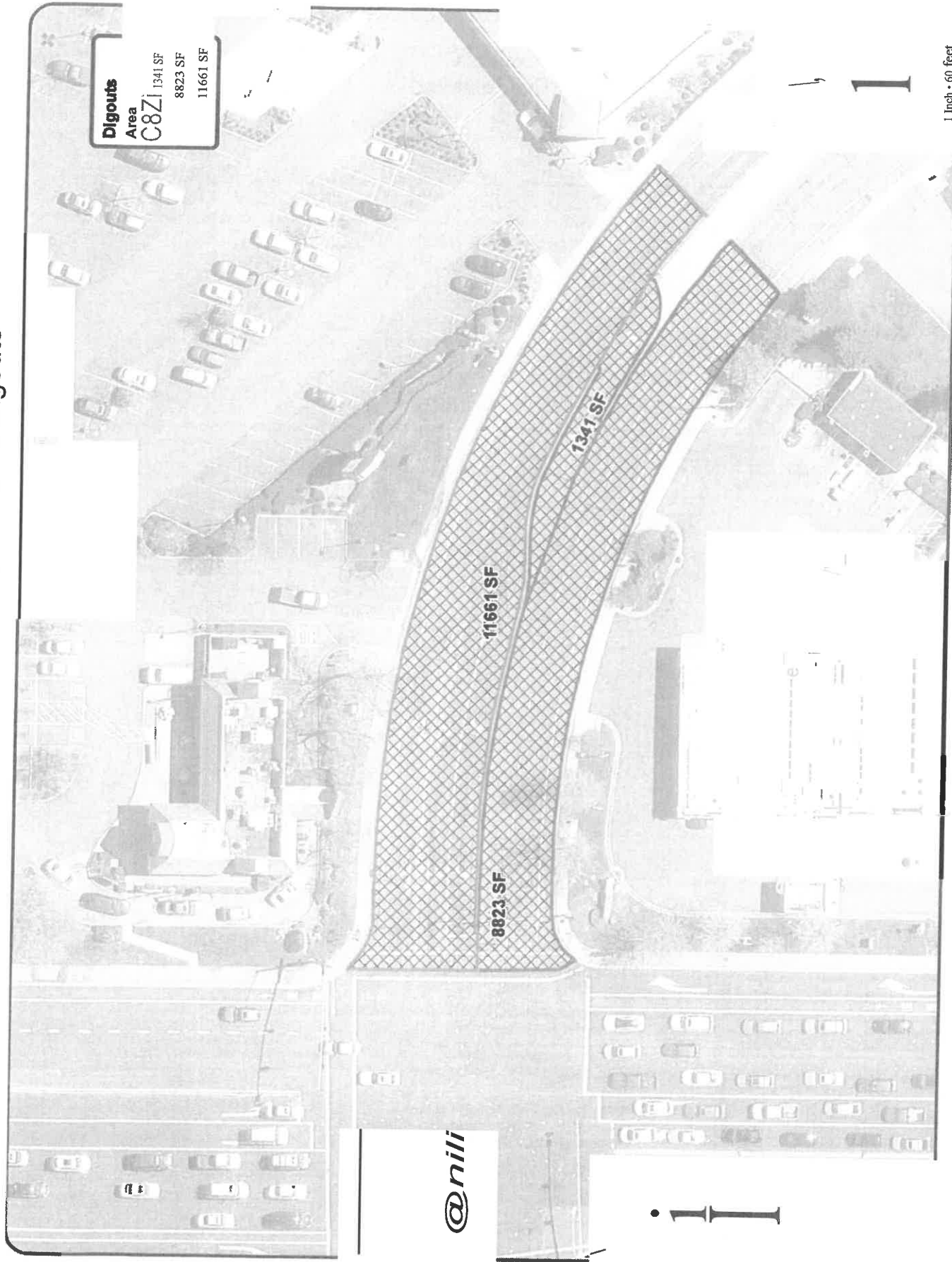
Exhibit "A"
Description of Work

Description of Work

Rehabilitate Five Star Blvd from Stanford Ranch to approximately 300 feet SE of the intersection. This work includes milling the existing pavement 4 inches and placing back 4 inches of 1/2 inch, Type A, Hot Mix Asphalt. In addition it includes incidental items of work including the installation/replacement/construction of traffic signal detector loops, temporary striping, permeant striping, raising and lower utility covers, traffic control, and BMPs.

Exhibit "B"
Aerial Image of Project Area

Stanford Ranch Road - Five Star Blvd Digouts



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Exhibit "C"
Cost Estimate

Cost Estimate

2	Traffic Control and Maintenance	LS	0.05	\$	75,000.00	\$	3,750.00
5	Cold Plane Asphalt Concrete (Digouts) 4-inches	SY	2425	\$	8.00	\$	19,400.00
11	Hot Mix Asphalt (1/2", Type A)	TN	550	\$	99.00	\$	54,450.00
13	Adjust Utilities to Grade	EA	10	\$	1,050.00	\$	10,500.00
16	Thermoplastic Pavement Striping, Markings, and Markers	LS	0.02	\$	371,900.00	\$	7,438.00
17	Removed Pavement Markings Striping, and Markers	LS	0.02	\$	195,000.00	\$	3,900.00
18	Temporary Pavement Delineation	LS	0.02	\$	98,000.00	\$	1,960.00
		Subtotal				\$	101,398.00
		Contingency				\$	10,139.80
		Construction Management				\$	3,041.94
		Total				\$	114,579.74
		Not to Exceed Amount				\$	150,000.00

Exhibit "D"
General Conditions of Encroachment Permit

GENERAL CONDITIONS

1. **PERMIT.** This permit is issued in accordance with the provisions of Chapter 12.04 ENCROACHMENTS of the Rocklin Municipal Code (the "Ordinance").
2. **ACCEPTANCE OF THE PROVISIONS.** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all provisions stated on this permit and all provisions of the Ordinance.
3. **KEEP PERMIT AT THE WORK SITE.** This permit shall be kept at the site of the work and must be shown to any representative of the Department of Public Services or any law enforcement officer on demand.
4. **PROSECUTION OF WORK.** Any work authorized by this permit shall be performed in a diligent, expeditious, and professional manner to be completed within the specific time specified in the permit and to the satisfaction of the Director.
5. **MINIMUM INTERFERENCE WITH TRAFFIC.** All work shall be planned and carried out to minimize inconvenience to the traveling public.
6. **TRAFFIC CONTROL.** Permittee shall take adequate precautions for the protection of the public. Where necessary, barricades, warning signs, and flaggers shall be maintained until the excavation is backfilled, the obstruction removed, and the roadway is safe for the use of the public. The Director may specify, as a condition of the issuance of the permit, the devices or measures to be used by the permittee. However, failure of the Director so to specify devices or measures to be used shall not relieve the Permittee of this obligation. Traffic lanes may not be blocked unless specifically stated on this permit, or without first obtaining permission from the Director. *When permission is obtained, the Permittee shall notify the City Police and Fire Department prior to closing the road.* Traffic control signs and devices, street name signs, and mail boxes must be kept upright at all times. Any damaged or destroyed devices, signs, markings, or mail boxes will be replaced at the Permittee's expense.
7. **STORAGE OF MATERIAL.** Construction material shall not be stored within eight (8) feet from the edge of the pavement or traveled way or within the shoulder line or sidewalk where the shoulders or sidewalks are wider than eight feet.
8. **TUNNELING.** No tunneling will be permitted except as may be specifically stated on this permit.
9. **TRENCHING.** Trenching for installation across any intersection open to traffic shall be progressive. Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic by bridging or backfilling.
10. **BONDING AND INSURANCE.** Permittee shall post a bond or other security, and provide insurance, as required by Sections 12.04.060 and 12.04.070 of the Rocklin Municipal Code.
11. **BORING.** Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically stated on this permit. Service pipes will not be permitted inside of culvert pipes used as drainage structures.
12. **BACKFILL.** In backfilling there shall be no flooding of the trench within the upper twenty-four (24) inches. All loose backfill shall be dampened and well tamped with a pneumatic tamper or in any other workmanlike manner satisfactory to the Director and consistent with all the provisions of this permit.
13. **EXCAVATION.** All pavement shall be saw-cut. All extracted material shall be stockpiled away from the improved portion of the roadway. After the work has been completed, all excess material including excess excavation, shall be removed from the construction site and the roadway shall be left in a neat and orderly condition.
14. **DRAINAGE.** If the work to be done under this permit interferes with established drainage, ample provision shall be made by the Permittee to provide an alternate drainage route, as directed by the Director.
15. **DRIVEWAYS.** All approaches to private driveways which are cut or trenched shall be replaced in kind upon completion of backfill.
16. **SERVICE CONNECTIONS.** These terms and conditions do not authorize installation of gas, sewer, or water service connections within city street right-of-way unless shown on accompanying drawings or sketches regardless of location of main. Permit is required from the agency having jurisdiction for such work.
17. **UNDERGROUND UTILITIES.** Disregard of or damage to underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the Director. Any utility so damaged shall be immediately reported to the Director. Permittee is responsible for the proper repair.
18. **MAINTENANCE.** The Permittee agrees to exercise reasonable care to properly maintain any installation placed in the right-of-way and to exercise reasonable care in inspecting and preventing injury to any portion of the street resulting from the work.
19. **TREES.** Trees located within the right-of-way shall not be removed, trimmed or roots disturbed unless specifically stated on this permit.
20. **AS-BUILT PLANS.** Upon completion of underground or surface work of consequence, the permittee shall furnish as built plans to the Engineering Division showing locations and details of work performed.
21. **CITY INSPECTION AND INSPECTION FEE.** An inspection fee is to be paid in accordance with the provisions of the Ordinance and the City's fee schedule. The City will inspect all work within right-of-ways under this permit. **Approval of the Director is required on completed work prior to placing of any concrete, asphaltic concrete, aggregate base or sub-base or backfilling trenches.** Such approval shall not relieve the contractor from the responsibility of performing the work in a professional manner and in compliance with all provisions of this permit. Materials and compaction testing shall be performed under the direction of a registered civil engineer or a registered soils engineer as required by the Director, and the cost thereof shall be borne by the Permittee. No approvals to proceed nor final approvals will be given prior to receipt of satisfactory test results by the Director.
22. **RELEASE AND INDEMNITY.** Permittee understands the nature of the work to be performed under this permit, has inspected the site where the work is to be performed, and understands any potential dangers incidental to performing the work at the site. Permittee hereby voluntarily releases, discharges, waives, and relinquishes any and all actions and causes of action for personal injury (including death) or property damage occurring to himself/herself arising out of or as a result of performing the work under this permit. Permittee agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for personal injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active. Permittee further agrees to defend, indemnify and hold harmless the City of Rocklin, its officers, employees and volunteers, from any claims, demands, damages, costs, expenses or liability for personal injury (including death) or property damage, arising out of or connected with his/her work under this permit or issuance of this permit.
23. **FUTURE RELOCATION.** If the work performed under this permit interferes at any time with the use of the right-of-way in which the work was performed and/or is located, as determined by the Director, the work shall be removed or relocated, as directed by the Director, at the Permittee's expense.
24. **STANDARDS.** All work and materials shall conform to the City of Rocklin Improvement Standards, State of California Standard Specifications, all provisions of this permit, and the attached plans.
25. **NON TRANSFERRABLE, REVOCABLE.** This permit is non-transferable and is revocable at any time as provided in the Ordinance.
26. **DEFINITIONS.** All references herein to the "Director" shall mean the Rocklin Director of Public Services or his/her designee. All references herein to the "Department" shall mean the Department of Public Services.

SPECIFIC CONDITIONS

Cuts in A.C. pavement shall have a minimum of 60 inches on each side of the trench and shall receive a "fine seal" in accordance with Section 37 of the State Specifications.

All A.C. shall conform to Section 39 of the state specifications, be compacted in 2 layers, and have a minimum compacted density to 143 lb./cu. ft. Type of Liquid Asphalt shall be as specified by the Public Services Inspector.

TRENCH WIDTH: All trenches shall be wide enough so that there is a minimum of 8 inches of clear space between the sides of the pipe and the trench walls. All A.C. cuts shall be saw cut and shall be 6 inches wider than the trench width on each side of the trench.

BACKFILL - LOCAL STREETS: Native material may be used for backfill providing it is suitable material and approved by the Public Services Inspector. Material used for backfill shall be finely divided so that no part shall exceed 2 inches in the greatest dimension. The top 12 inches shall consist of 8 inches of A.B. and 4 inches of A.C.

BACKFILL - MAJOR ARTERIAL STREETS: Native material may be used for backfill providing it is suitable material and approved by the Public Services Inspector. Material used for backfill shall be finely divided so that no part shall exceed 2 inches in the greatest dimension. The top 16 inches shall consist of 12 inches of A.B. and 4 inches of A.C.

COMPACTION: Each 8 inch layer shall be compacted to 90% relative compaction with the top 6 inches being compacted to a 95% relative compaction. The costs of the test shall be bore by the Permittee.

A temporary patch shall be installed at the completion of each days work until such time as the permanent patch is installed.

NOTE: Between November 1 and May 1, applying oil shall be postponed unless permission of the Director is first obtained. All such postponed oiling shall be applied only when the surface to be treated has been reworked to a condition suitable to be oiled. Cutback asphalt may be used in place of A.C. Type B, as a temporary pavement replacement.

