

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Public Works		(2) MEETING DATE August 22, 2006		(3) CONTACT/PHONE Dave Flynn Roads Manager (805) 781-4466	
(4) SUBJECT Request to Approve a Reimbursement Agreement for Retaining Wall Construction on Tract 2511 with SWH Development, LLC.					
(5) SUMMARY OF REQUEST Subsequent to initial reviews with the developer's engineer, it was necessary to upgrade this developer's proposed wall system for improved long term maintenance and longevity of the retaining walls, as well as a wall system which would be suitable for guard rail installation adjacent to the trees. These modifications were discovered late in the improvement plan review process and resulted in redesign and increased project costs. Our office worked with the developer's engineer to come up with an amenable resolution on these unexpected construction cost increase requirements resulting in the attached agreement.					
(6) RECOMMENDED ACTION It is our recommendation that your Honorable Board approve and authorize the Chairperson to sign the attached Reimbursement Agreement for Retaining Wall Construction with the developer of Tract 2511, with SWH Development, LLC.					
(7) FUNDING SOURCE(S) Roads Fund		(8) CURRENT YEAR COST \$30,655		(9) ANNUAL COST -0-	
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): None					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input checked="" type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board <input checked="" type="checkbox"/> N/A
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) 19000244			(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date _____
(23) ADMINISTRATIVE OFFICE REVIEW <p align="center"><i>OK Leslie O'Brien Brown</i></p>					

Reference: 06AUG22-C-2

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SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO: Board of Supervisors

FROM: Dave Flynn, Roads Manager *DF*

VIA: Glen L. Priddy, Deputy Director of Public Works – Engineering Services *GP*

DATE: August 22, 2006

SUBJECT: Request to Approve a Reimbursement Agreement for Retaining Wall Construction on Tract 2511 with SWH Development, LLC

Recommendation

It is our recommendation that your Honorable Board approve and authorize the Chairperson to sign the attached Reimbursement Agreement for Retaining Wall Construction with the developer of Tract 2511, with SWH Development, LLC.

Discussion

Tract 2511 is a residential subdivision along Villa Lots Road immediately northwest of the City of Paso Robles. The tract has been processed through the Subdivision Review Board and the Planning Commission with conditions of approval established. One of the conditions was to retain existing oak trees, over six inches in diameter, along the existing Villa Lots Road right of way. In order to comply with the condition, a series of retaining walls are to be constructed to create tree wells along the roadway.

Subsequent to initial reviews with the developer's engineer, it was necessary to upgrade their proposed wall system for improved long term maintenance and longevity of the retaining walls, as well as a wall system which would be suitable for guard rail installation adjacent to the trees. These modifications were discovered late in the improvement plan review process and resulted in redesign and increased project costs. Our office worked with the developer's engineer to come up with an amenable resolution on these unexpected construction cost increase requirements.

The result of our discussions is the attached agreement which would provide a lump sum payment to the owner of Tract 2511 in the amount of \$30,655 upon the acceptance of the finished roadway retaining walls. This compensation covers project development, coordination and all aspects of construction for the retaining wall upgrades. Moreover, it requires the developer to conduct the retaining wall work under prevailing wage rates as required by law for these public improvements utilizing public funds.

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Other Agency Involvement/Impact

No other agencies are involved in this agreement.

Financial Considerations

This cost is included in the 2006/07 Roads Budget as a maintenance expenditure. No budget adjustment is necessary.

Results

Execution of this agreement will confirm a funding agreement for retaining wall upgrades along Villa Lots Road. Oak trees will be protected and the road system will have enhanced maintenance and safety leading to a more livable, safe and well-governed community.

Attachments: Vicinity Map
Reimbursement Agreement

c: Mr. David Masi, SWH Development, LLC
2127 Wilshire Boulevard, Suite 208, Los Angeles, CA 90025
Richard Marshall, Development Services Engineer

File: Tract 2511
Villa Lots Road, Road No. 5257

Reference: 06AUG22-C-2

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VILLA LOTS ROAD IMPROVEMENT AGREEMENT

Between
SWH Development, LLC and San Luis Obispo County

The parties to this agreement are the County of San Luis Obispo (County) and SWH Development, LLC (hereinafter, known as "Developer").

WHEREAS, Developer has submitted to the County a request to subdivide Villa Lot 82 as recorded in Book A of Maps, Page 169, County of San Luis Obispo; and

WHEREAS, a condition of the tract map number 2511 requires a one thousand six hundred foot section of Villa Lots Road to be improved; and

WHEREAS, to avoid impacts to existing oak trees, construction of a retaining wall system is required, hereinafter referred to as the "PROJECT"; and

WHEREAS, Developer's construction of PROJECT shall be inspected pursuant to the existing checking and inspection agreement between the parties: and

WHEREAS, the County desires to upgrade the retaining wall system adjacent to roadway for safety and maintenance betterment; and

WHEREAS, the upgrades on these wall system, constitute the County contribution towards the project PROJECT; and

WHEREAS, Tartaglia Engineering has prepared the improvement plans for the PROJECT titled IMPROVEMENT PLANS FOR TRACT MAP 2511; and

THEREFORE, in light of the above recitals, the parties mutually agree as follows:

I. COUNTY Agrees:

- 1 Review and approve the improvement drawings for the tract.
2. To accept PROJECT into County Road Maintenance System once the PROJECT construction is approved by the Director of Public Works.
- 3 Provide a lump sum payment to Developer in the amount of Thirty thousand six hundred fifty five dollars (\$30,655) after the acceptance of the PROJECT.

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II. DEVELOPER Agrees:

1. To resolve all matters relating to existing utilities, utility easements, structures and facilities on the Developer portion of the PROJECT, including the relocation of all existing utilities, structures and facilities which is required in order to construct the PROJECT. If the owner(s) of any said utilities, structures or facilities refuse to perform any such necessary relocation at its own expense, Developer shall be responsible for the costs of any such relocation.
2. Construction labor must be compensated at current prevailing wage rates for construction of the PROJECT.
3. To waive all potential claims for additional compensation or expense from COUNTY in connection with the PROJECT.
4. To assure utility pole along Villa Lots Road at Station 16+90, as shown on the approved plans, will be relocated to a point at least ten feet beyond the proposed edge of travel way.

III. It is Mutually Agreed that:

1. PROJECT shall be constructed to requirements of the Tract 2511 development conditions, County Standards, and the 2002 State Standard Specifications and Standard Plans. Material specifications shall follow the 2002 State Standard Specifications.
2. The PROJECT lump sum amount of Thirty Thousand six hundred and fifty five dollars (\$30,655.00) provides compensation for all PROJECT development expenses, such as design, utility coordination, and plan review; construction costs; and construction inspection and PROJECT close-out.
3. If any hazardous or contaminated materials are discovered within the PROJECT area or any areas disturbed by the PROJECT, Developer shall be solely responsible for any and all costs associated with the investigation and remediation of such materials.
4. Neither County nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Developer and /or Developer's Agent under or in connection with this PROJECT. It is understood and agreed that, pursuant to Government Code Section 895.4, Developer and/or Developer's Agent shall fully defend, indemnify and save harmless County and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or

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on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Developer and/or Developer's Agent under or in connection with this PROJECT.

5 Except as otherwise provided in Article 4 above, this Agreement shall terminate upon completion and acceptance of the PROJECT, or on June 30, 2008, whichever is earlier in time.

THIS AGREEMENT is entered into on the _____ day of _____, 2006.

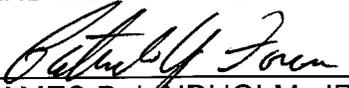
COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

ATTEST:

County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

APPROVED AS TO FORM
AND LEGAL EFFECT:

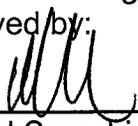


JAMES B. LINDHOLM, JR,
County Counsel

By: 8/4/06

Deputy County Counsel

TRACT 2511 Agent
Approved by:



Michael Sorochinsky
SWH Development, LLC
c/o David Masi
Cypress Development Group, Inc.
12121 Wilshire Blvd, Suite 208
Los Angeles, CA 90025

Dated: _____

Dated: 8/07/06

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