



City Council Staff Report

DATE: May 7, 2014 CONSENT CALENDAR
SUBJECT: REIMBURSEMENT AGREEMENT FOR AMADO ROAD STREET IMPROVEMENTS.
FROM: David H. Ready, City Manager
BY: Public Works & Engineering

SUMMARY:

Ratification of City Manager's approval of this Reimbursement Agreement will authorize payment to SOL-PS, LLC for City portion of Amado Road Street Improvements.

RECOMMENDATION:

1. Ratify City Manager approval of Reimbursement Agreement with SOL-PS, LLC for Amado Road Street Improvements in total sum of \$31,966.56 and;
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Last year the City Council approved City Project 13-04, Citywide Asphalt Reconstruction and Overlay. This project included the asphalt overlay of Amado Road east of Avenida Caballeros. However, staff removed Amado Road from this project which was completed in November 2013. The reason for this was the upcoming development of SOL (Tract 36525) which has its main entrance off of Amado Road. Rather than pave Amado, only to have the development construction damage it, staff held it out of the City Project with the intent of having the development pave the street as they were conditioned to. The development is re-constructing the entire North half of the street as well as a portion of the south half due to construction of a waterline to serve them.

This leaves approximately an 18 ft. wide portion of the street that would be the City's responsibility to pave. The developer has offered to complete all the paving at one time

provided the City reimburse them for the City portion. The cost of this reimbursement was calculated, checked by City staff, and agreed with the developer to be \$31,966.56. The work was scheduled to start April 28, 2014 so in order to avoid a separate move-in cost, the City Manager approved the Reimbursement Agreement subject to Council Ratification.

FISCAL IMPACT:

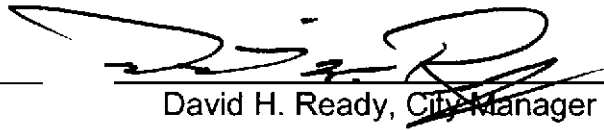
Sufficient funds are available in Measure J account number 260-4493-50805.

Recommended by:

Approved by:



David J. Barakian
Director of Public Works/City Engineer



David H. Ready, City Manager

Attachments:

1. Reimbursement Agreement

REIMBRUSEMENT AGREEMENT

SOL-PS, LLC
23 Corporate Plaza, Suite 100
Newport Beach, CA 92660

FOR VALUE RECEIVED, the undersigned City of Palm Springs, Herein ("City"), hereby promises to pay SOL-PS, LLC, herein ("Developer"), the sum of Thirty One Thousand Nine Hundred and sixty six Dollars and Fifty Six Cents (\$31,966.56), to reimburse Developer for the cost of constructing certain public improvements in the City of Palm Springs. Specifically, the work consists of the removal and reconstruction of a portion of Amado Road extending 18 feet South of Centerline and East of Avenida Caballeros 632 feet.

- a. Repayment by City. City shall pay the Developer in full the amount specified upon completion of the work to the satisfaction of the City Engineer/Director of Public Works in accordance with established City Standards and Standard Specifications for Public Works Construction "Greenbook" 2012.
- b. Severability. The unenforceability or invalidity of any provision or provisions of this Agreement as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.
- c. Modifications. Neither this Agreement nor any term hereof may be waived, amended, discharged, modified, changed or terminated orally; nor shall any waiver of any provision hereof be effective except by an instrument in writing signed by City and Developer. No delay or omission on the part of Developer in exercising any right hereunder shall operate as a waiver of such right or on any other right under this agreement.
- d. No Waiver by Developer. No Waiver of any breach, default or failure of condition under the terms of this Agreement or the obligation secured thereby shall be implied from any failure of the Developer to take, or any delay be implied from any failure by the Developer in taking action with respect to such breach, default or failure from any prior waiver of any similar or unrelated breach, default or failure.

- e. Governing Law. This Agreement has been executed and delivered by City in the State of California and is to be governed and construed in accordance with the laws thereof.

IN WITNESS WHEREOF, Parties have executed this Agreement as of the date and year first above written.

**"DEVELOPER"
SOL-PS, LLC**

Date: _____ By: _____
(name)

(Title)

**"CITY"
City of Palm Springs**

Date: _____ By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk