



## REPORT TO CITY COUNCIL

**DATE:** APRIL 13, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** RAMIRO S. ADEVA, DIRECTOR OF PUBLIC WORKS /CITY ENGINEER 

**SUBJECT:** AUTHORIZATION TO SEEK BIDS FOR FISCAL YEAR 2016-17 STREET RESURFACING PROJECT; NIB 16-03

---

Staff is requesting authorization to seek bids for the Fiscal Year 2016-17 Street Resurfacing Project; NIB 16-03. This project will be a combined resurfacing project with the City of Westlake Village and the scope of work consists of resurfacing of Agoura Road from Lewis Road to Liberty Canyon Road, Calle Robleda, a portion of Canwood Street west of Kanan Road, Laura La Plante Drive, Lewis Place, Lewis Road from Agoura Road to Laura La Plante Drive, and Renee Drive with rubberized asphalt concrete (RAC). The use of RAC provides our City streets several advantages over conventional asphalt concrete, such as increased resistance to reflective cracking, providing a quieter ride, and better striping contrast; all while recycling used tires.

This street resurfacing project will be undertaken in combination with the City of Westlake Village in an effort to take advantage of any cost savings by combining the work for both cities. The City of Westlake Village will handle administration of the contract for both cities, and each City will handle inspections of the work within each respective jurisdiction's boundaries.

In addition to the streets mentioned above, staff proposes to remove and replace 10 ADA curb ramps within the project area and construct 2 bus pads at Agoura Road and Calle Montecillo.

The proposed FY 2016/17 Budget includes \$330,000 from Proposition C, a \$210,000 Measure R allocation, \$61,000 of Surface Transportation Program (STP-L) funds, and a RAC grant in the amount of \$40,000, and \$45,000 for Bus Pad construction, for a total project budget of \$686,000.

### RECOMMENDATION

1. Staff respectfully recommends the City Council approve and sign the Joint Street Maintenance Agreement with the City of Westlake Village.
2. Staff respectfully recommends the City Council approve the authorization to seek bids for the FY 2016-17 Street Resurfacing Project; NIB 16-03.

Attachment: Joint Street Maintenance Agreement with the City of Westlake Village

**JOINT STREET MAINTENANCE PROJECT AGREEMENT  
(CITY OF AGOURA HILLS/CITY OF WESTLAKE VILLAGE)**

THIS JOINT STREET MAINTENANCE PROJECT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”), by and between the City of Agoura Hills (“Agoura Hills”) and the City of Westlake Village (“Westlake Village”), both of which are California general law cities. Agoura Hills and Westlake Village are sometimes referred to individually as a “City” and collectively as “the Cities.”

**RECITALS**

A. Agoura Hills and Westlake Village are adjacent municipalities and both perform annual street maintenance.

B. The Cities desire to jointly contract out their annual street maintenance on streets listed in their fiscal budget.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, the Cities agree as follows:

Section 1. Purpose. This Agreement is entered into by the Cities pursuant to the Joint Exercise of Powers Act (“Act”) to provide for the performance of 2016 overlay and slurry street maintenance work (“Project”) on certain streets in the Cities’ jurisdictions. The streets comprising the Project Site are identified in Exhibit “A” attached hereto.

Section 2. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until completion of the Project.

Section 3. Administering Agency. For purposes of the Act, the administering agency for this Agreement shall be the Cities. This Agreement does not provide for the creation of an agency or entity separate from the Cities. In exercising their common power under this Agreement, the Cities shall be subject to the restrictions applicable to Westlake Village.

Section 4. Project Construction.

A. *Lead Agency*. Westlake Village shall act as the lead agency in the construction of the Project. In such capacity, Westlake Village shall solicit bids, award the construction contract and make all construction decisions, subject to the approval of Agoura Hills’ City Engineer. Agoura Hills will perform its own inspections and will report quantities to Westlake Village for purposes of making payment to the contractor.

B. *Cost Sharing*. The Cities agree to divide the construction and construction management cost of the Project based on the work performed in each jurisdiction. Westlake Village shall be responsible for making monthly progress payments to the contractor for the Project. Within thirty (30) days of receiving each written request for reimbursement with

appropriate documentation, Agoura Hills shall pay Westlake Village for the portion of the construction cost and construction management cost that relates to streets within Agoura Hills' jurisdiction.

C. *Accountability.* Westlake Village shall maintain records of Project-related disbursements in accordance with accepted government accounting principles. Such records shall be available to Agoura Hills for audit.

D. *Releases.* Westlake Village shall secure releases after completion and acceptance of the Project.

Section 5. Indemnification.

A. *Agoura Hills Obligation.* Agoura Hills shall defend, indemnify and hold harmless Westlake Village and its officers, employees and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including without limitation death or injury to any person and injury to any property) resulting from acts or omissions of Agoura Hills or any of its officers, employees or agents in connection with Agoura Hills' obligations and performance under this Agreement.

B. *Westlake Village Obligation.* Westlake Village shall defend, indemnify and hold harmless Agoura Hills and its officers, employees and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including without limitation death or injury to any person and injury to any property) resulting from acts or omissions of Westlake Village or any of its officers, employees or agents in connection with Westlake Village's obligations and performance under this Agreement.

C. *Survival.* This section shall survive the termination or expiration of this Agreement.

Section 6. Miscellaneous.

A. *Property Ownership.* Each City shall continue to have exclusive ownership of the Project-related streets within their respective jurisdiction.

B. *Dispute Resolution.* The Cities shall attempt to resolve any dispute that may arise between them through mediation. This Agreement shall be interpreted in accordance with the plain meaning of the language used, and shall be deemed to have been jointly drafted by the Cities.

C. *Integration.* This Agreement (including the attached Exhibit "A") represents the entire and integrated contract between the Cities, and supersedes all prior oral or written negotiations, representations or contracts on this subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing signed by the Cities' duly authorized representatives, which writing expressly refers to this Agreement.

**TO EFFECTUATE THIS AGREEMENT**, the Cities have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Agoura Hills”

“Westlake Village”

By: \_\_\_\_\_  
Harry Schwarz, Mayor

By: \_\_\_\_\_  
Susan McSweeney, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_  
Kimberly Rodrigues, City Clerk

By: \_\_\_\_\_  
Beth Schott, City Clerk

**Exhibit "A"**  
**Project Site**

**EXHIBIT "A"**

**FISCAL YEAR 2016-2017 STREET RESURFACING PROJECT; NIB 16-03  
LIST OF STREETS TO BE RESURFACED.**

1. Agoura Road from Lewis Road to Liberty Canyon Road
1. Calle Robleda
2. Canwood Street west of Kanan Road
3. Laura La Plante Drive
4. Lewis Place
5. Lewis Road from Agoura Road to Laura La Plante Drive
6. Renee Drive (Public Street Portion)