



REPORT TO CITY COUNCIL

DATE: JUNE 14, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

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

SUBJECT: AUTHORIZATION TO SEEK BIDS FOR FISCAL YEAR 2017-18 STREET RESURFACING PROJECT; NIB 17-01, AND APPROVAL OF A JOINT STREET MAINTENANCE PROJECT AGREEMENT WITH THE CITY OF WESTLAKE VILLAGE

The 2017-18 Fiscal Year's Capital Improvement Program includes a joint project with the City of Westlake Village for the annual street resurfacing project. Since 2008, the cities of Agoura Hills and Westlake Village have successfully completed four (4) paving projects together. Not only has partnering with Westlake Village shown to be more enticing to contractors, it has also enabled both cities to take advantage of reduced unit costs due to the larger amount of material required to complete the work. In light of this joint effort, a joint street maintenance project agreement is attached, for Council's consideration and approval, which states the two cities will pay for the work done in their respective cities. The City of Westlake Village will oversee the advertising, bid award, and contract administration portions of the project, and each city will oversee the inspections within their respective boundaries.

Staff is requesting authorization to seek bids for the Fiscal Year 2017-18 Street Resurfacing Project; NIB 17-01. The scope of work consists of resurfacing approximately 2.5 miles of pavement using 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.

The proposed sections for this year's project include:

- Acadia Avenue
- Agoura Road (Hydepark Drive to Liberty Canyon Road)
- Aquarius Avenue
- Canwood Street (28401 Canwood Street to the Flood Channel)
- Capricorn Avenue
- Colodny Drive (Canwood Street to Driver Avenue)
- Cornell Road (Agoura Road to Cornell Way)
- Cornell Way (Kanan Road to City Limit)
- Lewis Road (Canwood Street to Driver Avenue)
- Marlies Street

- Sumac Park Parking Lot
- Tulare Lane
- Waring Place

The proposed project also includes removing and replacing nine (9) curb ramps in order to comply with current American with Disabilities Act (ADA) standards, as well as, slurry sealing the parking lots at Old Agoura Park and the City's Recreation and Event Center.

The proposed FY 2017-18 budget includes \$300,000 of Proposition C funds, \$210,000 of Measure R (Local) funds, \$190,000 of Surface Transportation Program (STP-L) funds, \$5,000 from the General Fund, and a RAC grant in the amount of \$14,200, for a total project budget of \$719,200, pending adoption of the FY 2017-18 Budget by the City Council.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Joint Street Maintenance Agreement with the City of Westlake Village; and
2. Authorize staff to seek bids for the FY 2017-18 Street Resurfacing Project; NIB 17-01.

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 _____, 2017 (“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 FY 17-18 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. Westlake Village shall include in the construction contract a requirement that the contractor defend, indemnify, and hold harmless Agoura Hills to the same extent as the contractor is required to do so for Westlake Village.

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: _____
Denis Weber, Mayor

By: _____
Brad Halpern, Mayor

Date: _____

Date: _____

Attest:

Attest:

By: _____
Kimberly Rodrigues, City Clerk

By: _____
Beth Schott, City Clerk

Exhibit "A"
Project Site

- Acadia Avenue
- Agoura Road (Hydepark Drive to Liberty Canyon Road)
- Aquarius Avenue
- Canwood Street (28401 Canwood Street to the Flood Channel)
- Capricorn Avenue
- Colodny Drive (Canwood Street to Driver Avenue)
- Cornell Road (Agoura Road to Cornell Way)
- Cornell Way (Kanan Road to City Limit)
- Lewis Road (Canwood Street to Driver Avenue)
- Marlies Street
- Sumac Park Parking Lot
- Tulare Lane
- Waring Place

Slurry sealing the parking lots at Old Agoura Park and the City's Recreation and Event Center.