

## REPORT TO CITY COUNCIL

**DATE:** JUNE 13, 2018

**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 2018-19 STREET RESURFACING PROJECT; NIB 18-03, AND APPROVAL OF A JOINT STREET MAINTENANCE PROJECT AGREEMENT WITH THE CITY OF WESTLAKE VILLAGE

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The 2018-19 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 (5) 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 2018-19 Street Resurfacing Project; NIB 18-03. The scope of work consists of resurfacing approximately 1.25 miles of pavement using Asphalt-Rubber Hot Mix (ARHM) and Conventional Asphalt Concrete for the cul-de-sacs. The use of ARHM 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 street sections for this year's project include:

- Captains Place
- Goodspring Drive
- Eaglebrook Drive
- Forestridge Drive
- Passageway Place (Forestridge Drive to East of Lake Lindero Drive)
- Capehorn Drive
- Rigger Road (West Lake Lindero Drive to West End)
- Janlor Drive
- Fairgrange Drive

- Fairview Place (From Chesebro Rd to the east side of the Chesebro Creek)

The proposed project also includes removing and replacing twenty (20) curb ramps in order to comply with current American with Disabilities Act (ADA) standards.

The proposed FY 2018-19 budget includes \$210,000 of Measure R (Local) funds, \$51,000 of Surface Transportation Program (STP-L) funds, \$200,000 from the Road Rehab Fund, and \$14,216 from RAC Grant funds for a total project budget of \$475,216.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

## **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 2018-19 Street Resurfacing Project; NIB 18-03.

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 \_\_\_\_\_, 2018 (“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.”

**R E C I T A L S**

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 2018 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: \_\_\_\_\_  
William Koehler, Mayor

By: \_\_\_\_\_  
Mark Rutherford, Mayor

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

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

Attest:

Attest:

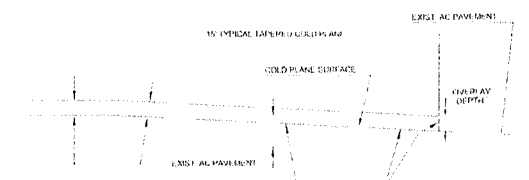
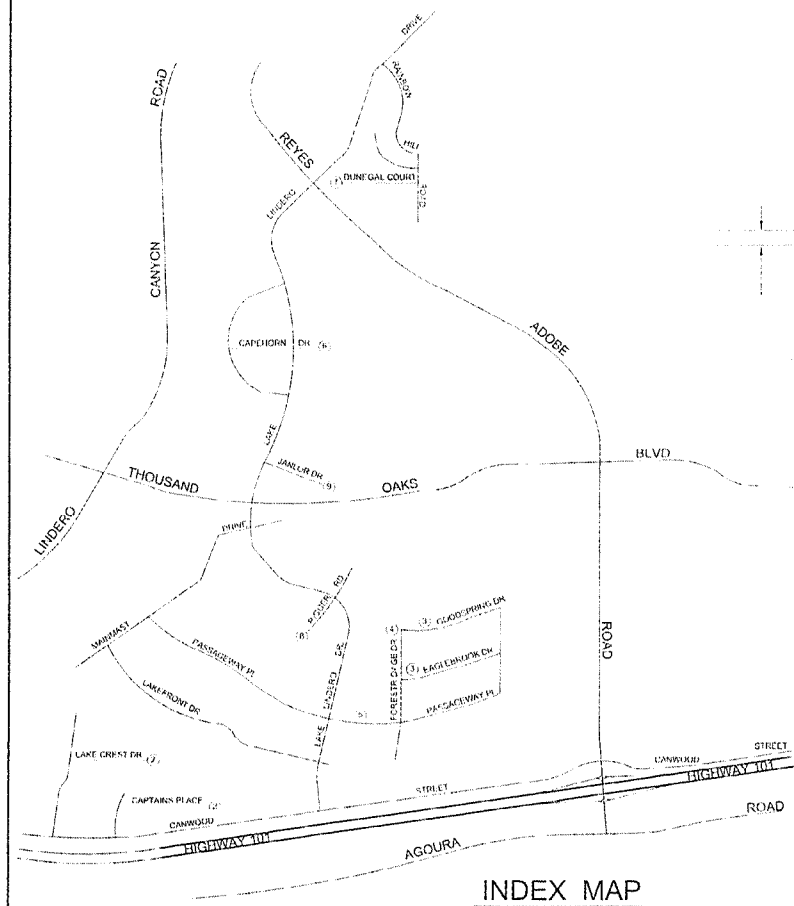
By: \_\_\_\_\_  
Kimberly Rodrigues, City Clerk

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

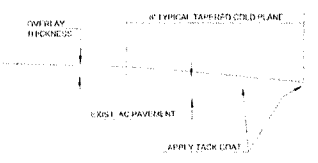
**Exhibit "A"**  
**Project Site**

**CITY OF AGOURA HILLS**  
**2018 PAVEMENT REHABILITATION PROGRAM**  
 DUNEGAL CT., RIGGER RD., GOODSRING DR., EAGLEBROOK DR.,  
 FORESTRIDGE DR., PASSAGEWAY PL., JANLOR DR., CAPEHORN DR.,  
 KIVA CT., CAPTAINS PL., LAKE CREST DR.,

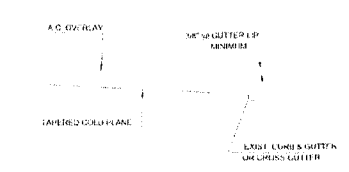
**N. I. B. 18 - 03**



**15' HEADER COLD PLANE DETAIL**  
NOT TO SCALE



**TYPICAL TAPERED GRIND DETAIL**  
NOT TO SCALE



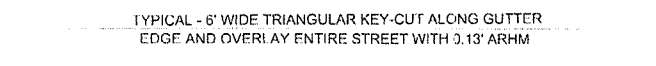
**ENLARGED VIEW @ GUTTER LIP**  
NOT TO SCALE

**INDEX OF DRAWINGS**

1. COVER PAGE, INDEX MAP & INDEX OF DRAWINGS
2. LAKE CREST DRIVE NORTH OF CANWOOD STREET TO END AND CAPTAINS PLACE NORTH OF CANWOOD STREET TO END
3. GOODSRING DRIVE FROM FORESTRIDGE DRIVE TO END AND EAGLEBROOK DRIVE FROM FORESTRIDGE DRIVE TO END
4. FORESTRIDGE DRIVE FROM PASSAGEWAY PLACE TO ANGLE POINT
5. PASSAGEWAY PLACE FROM FORESTRIDGE DRIVE TO LAKE LINDERO DRIVE
6. CAPEHORN DRIVE (LOOP) WEST OF LAKE LINDERO DRIVE
7. DUNEGAL COURT FROM RAINBOW HILL DRIVE TO END
8. RIGGER ROAD WEST OF LAKE LINDERO DRIVE TO END
9. JANLOR DRIVE EAST OF LAKE LINDERO DRIVE TO EASTERY LANE
10. KIVA COURT WEST OF BUFFWOOD PLACE TO END OF CUL-DE-SAC



KEY-CUT #1 ALONG GUTTER EDGE ON BOTH SIDES AND PAVE THE STREET WITH ASPHALT RUBBER HOT MIX



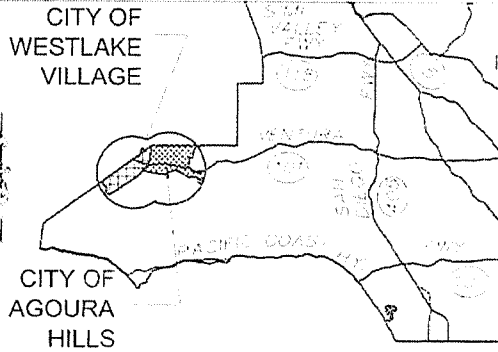
**TYPICAL - 6' WIDE TRIANGULAR KEY-CUT ALONG GUTTER EDGE AND OVERLAY ENTIRE STREET WITH 0.13' ARHM**



REVISION #	SYMBOL	DESCRIPTION OF CHANGE	APPROVER	DATE	PROJECT ENGINEER	DATE	CITY OF AGOURA HILLS APPROVAL			
							<div style="display: flex; justify-content: space-between; align-items: center;"> <span>PREPARED BY:</span> <span>REVIEWED BY:</span> </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="display: flex; align-items: center;"> <div style="text-align: center;"> </div> <div> <p><b>RAMIRO ADEVA III, P.E.</b></p> <p>DIR. OF PUBLIC WORKS, CITY ENGINEER</p> </div> </div> <div style="display: flex; align-items: center;"> <div style="text-align: center;"> <p>66852</p> <p>REG. NO.</p> </div> <div style="text-align: center;"> <p>09/08/2018</p> <p>EXP. DATE</p> </div> </div> </div>			
		<b>CITY OF AGOURA HILLS - PAVEMENT REHAB PROGRAM</b> VARIOUS RESIDENTIAL STREETS IN MAN-MADE LAKE COMMUNITY AND SURROUNDING AREAS NORTH OF U.S. HIGHWAY 101 COVER SHEET, INDEX MAP & INDEX OF DRAWINGS <div style="text-align: right;">SHEET <b>1</b> of <b>1</b></div>								

CITY OF WESTLAKE VILLAGE

CITY OF AGOURA HILLS



VICINITY MAP  
NOT TO SCALE

# CITIES OF WESTLAKE VILLAGE AND AGOURA HILLS

## Joint City Pavement Rehabilitation Program FY 18-19

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3. TYPICAL STREET SECTIONS (WESTLAKE VILLAGE)
4. TYPICAL STREET DETAILS (WESTLAKE VILLAGE)
5. LOCATION MAP/OVERLAY PLAN (WESTLAKE VILLAGE)
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7. OVERLAY QUANTITIES (WESTLAKE VILLAGE)
8. LOCATION MAP/SUBURBY SEAL PLAN (WESTLAKE VILLAGE)
9. SUBURBY SEAL & CURB RAMP QUANTITIES (WESTLAKE VILLAGE)
10. ADA COMPLIANCE DRINKING AND STRIPPING PLAN (WESTLAKE VILLAGE)
11. RUSSELL RANCH ROAD SIGNING AND STRIPPING PLAN (WESTLAKE VILLAGE)
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13. RUSSELL RANCH ROAD SIGNING AND STRIPPING PLAN (WESTLAKE VILLAGE)
14. RECTANGULAR RAPID FLASHING BEACON RUSSELL RANCH RD AT 36700 (WESTLAKE VILLAGE)
15. RECTANGULAR RAPID FLASHING BEACON LAKEVIEW CANYON RD/WATERGATE RD (WESTLAKE VILLAGE)
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18. LAKE FOREST DRIVE NORTH OF LANWOOD STREET TO END AND LAURELWOOD PLACE NORTH OF GANWOOD STREET TO END (AGOURA HILLS)
19. ROCKSPRING DRIVE FROM FORESTRIDGE DRIVE TO END AND EAGLEBROOK DRIVE FROM FORESTRIDGE DRIVE TO END (AGOURA HILLS)
20. FORESTRIDGE DRIVE FROM PASSAGEWAY PLACE TO ANGLE POINT (AGOURA HILLS)
21. PASSAGEWAY PLACE FROM FORESTRIDGE DRIVE TO LAKE LINDBRO DRIVE (AGOURA HILLS)
22. CANTHORN DRIVE 2,000' WEST OF LAKE LINDBRO DRIVE (AGOURA HILLS)
23. DUNBAR COURT FROM RAINBOW MILL DRIVE TO END (AGOURA HILLS)
24. RIGGER ROAD WEST OF LAKE LINDBRO DRIVE TO EASTERLY END (AGOURA HILLS)
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26. KIVA COURT WEST OF BUFFWOOD PLACE TO END OF OUL-DE-SAC (AGOURA HILLS)

**UTILITY CONTACT LIST**

Southern California Edison  
4901 Red King  
2501 East 98th Drive  
Westland, CA 91387  
(800) 490-5549

Southern California Gas Company  
Dis. Admin. Department  
Attn: Charles Lee  
9501 Duquesne Avenue  
P.O. Box 2389  
Chico, CA 91311-2390  
(916) 704-2544

Los Angeles Block & Water District  
Attn: Doug Harvey  
427 Las Virgenes Road  
Cabreras, CA 91302  
(818) 254-2100

AT&T  
Attn: Rosemary Burnett  
600 E. Green Street, Room 300  
Pasadena, CA 91101  
(626) 817-4273

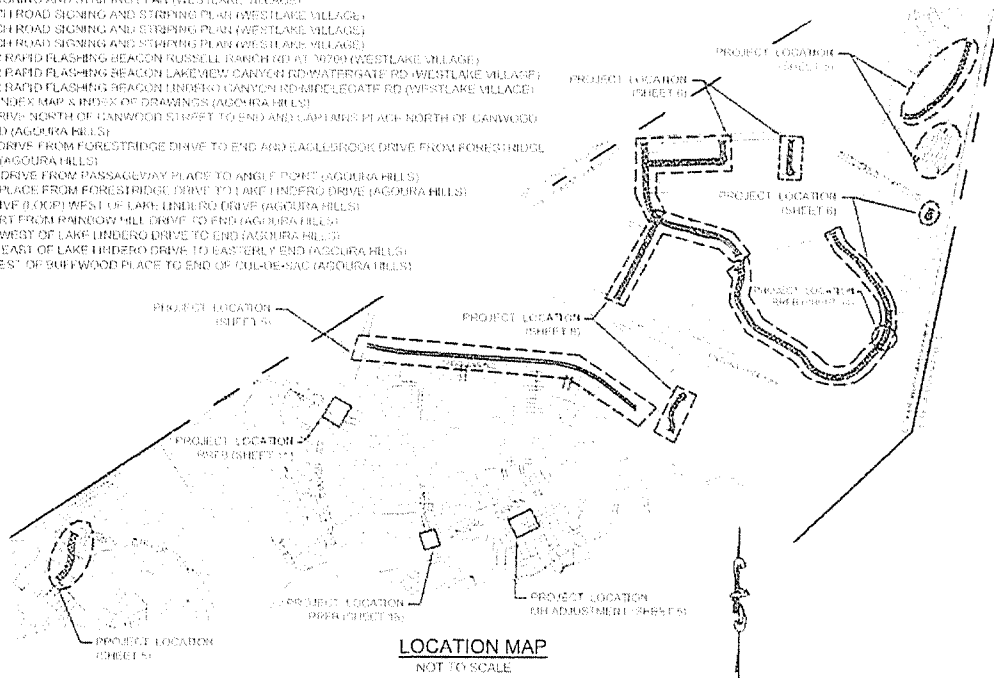
Spectrum  
Attn: Patricia Roberts  
2625 Kraft Drive  
Van Nuys, CA 91411  
(818) 739-6260

U.S. Co. Dept. of Public Works  
Senior Maintenance Engineer  
Attn: David Greenough  
9915 Fairmont Avenue  
Alhambra, CA 91803  
(626) 458-3100

U.S. Co. Dept. Flood Control  
Attn: Rossana Cortez  
10-79 Glencreek Blvd  
San Valley, CA 91342  
(626) 458-1366

**GENERAL CONSTRUCTION NOTES:**

1. ALL WORK SHOWN HEREON SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), AS PROVIDED IN THE SPECIAL PROVISIONS.
2. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR SUBSTRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR SUBSTRUCTURES CONCERNED BEFORE STARTING WORK (72 HOURS NOTICE REQUIRED) PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) TOLL FREE AT 1-800-227-2600.
3. PRIOR TO BEGINNING OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR DISRUPTIVE STREET WORK, INCLUDING CONSTRUCTION SCHEDULE - SUBJECT TO APPROVAL BY THE ENGINEER. MINIMUM REQUIREMENTS ARE STATED IN THE SPECIFICATIONS. CONSTRUCTION WARNING DEVICES, SIGNS, ETC. SHALL CONFORM WITH CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
4. CONTRACTOR SHALL PROTECT ALL EXISTING PROPERTIES FROM DAMAGE IN ACCORDANCE WITH SUBSECTION 7-9 OF SSPWC AND THE PROJECT'S SPECIAL PROVISIONS.
5. SPECIFIC CONSTRUCTION STORAGE SITES, OTHER THAN AREAS CURRENTLY UNDER CONSTRUCTION FOR THIS CONTRACT, ARE NOT AVAILABLE. CONTRACTOR SHALL OBTAIN PRIOR PERMISSION FROM PROPERTY OWNER FOR ALL SITS ON PRIVATE PROPERTY SUBJECT TO ENGINEER'S APPROVAL.
6. EXCEPT WHERE DIRECTED OTHERWISE BY THE PLANS, SPECIFICATIONS, OR THE ENGINEER, CONTRACTOR SHALL REPLACE EXISTING TRAFFIC SIGNING AND MARKINGS IN KIND, TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
7. CONTRACTOR SHALL PHASE CONSTRUCTION IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
8. NO STORAGE OR STAGING OF CREWS, EQUIPMENT OR MATERIALS WILL BE ALLOWED ON RESIDENTIAL STREETS.
9. FOLLOWING FINAL ROLLING, CONTRACTOR SHALL NOT OPEN ANY STREETS TO TRAFFIC PRIOR TO COMPLETION OF INITIAL SWEEPING. SUFFICIENT SWEEPERS SHALL BE EMPLOYED SUCH THAT STREET OPENINGS WILL NOT BE DELAYED DUE TO LACK OF SWEEPING.

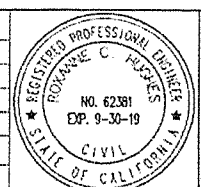


LOCATION MAP  
NOT TO SCALE

TITLE SHEET

APPROVED BY:  
*Jessica Arden* 6/5/18  
JESSICA ARDEN, ROE 5048  
CITY OF WESTLAKE VILLAGE  
DATE 6/5/18  
RUSRO S ACEVALA, ROE 56365  
CITY OF AGOURA HILLS  
DATE

REV	DESCRIPTION	DATE



**WILLDAN Engineering**  
10000 WILLOW CREEK DRIVE  
DUBLIN, CA 94568  
TEL: (916) 241-1100  
FAX: (916) 241-1101  
*Roxanne Hughes* 6/5/18  
ROXANNE HUGHES, ROE 62381  
DATE

**CITIES OF WESTLAKE VILLAGE  
AND AGOURA HILLS**  
Joint City Pavement Rehabilitation  
Program FY 18/19  
PLAN NO: 2018-WS-1584  
Sheet 1