

REPORT TO CITY COUNCIL

DATE: MARCH 10, 2010

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO S. ADEVA, CITY ENGINEER

SUBJECT: AUTHORIZATION TO SEEK BIDS FOR FY 2010-11 STREET REHABILITATION PROJECT; NIB 10-01, AND APPROVAL OF A JOINT STREET MAINTENANCE PROJECT AGREEMENT WITH THE CITY OF WESTLAKE VILLAGE

The Street Rehabilitation Project for FY 2010-11 will provide for the restoration of Thousand Oaks Boulevard, from the westerly city limits to Argos Street. In past years, the City has resurfaced several sections of streets, many of which were classified as local or collectors, designed for lower volumes of traffic and lower speeds. Thousand Oaks Boulevard is classified as one of the City's primary arterials, providing access to many of the City's residential neighborhoods, and designed to move high volumes of traffic at higher speeds. Over the years, Thousand Oaks Boulevard has undergone much wear-and-tear, as can be seen by the asphalt shoving and crack-sealing throughout the roadway. Although crack-sealing and occasional removals and replacements are okay for quick fixes, every road reaches a point at which an overlay becomes the correct rehabilitation method.

The list of streets to be paved annually has been composed in accordance with the City's 2008 Pavement Management System (PMS) and is consistent with achieving the City Council's direction to achieve a Pavement Condition Index (PCI) rating of 70 or better for all public streets within a ten-year period. The majority of Thousand Oaks Boulevard has been identified with a PCI of less than 70. The City's annual street rehabilitation program has typically included approximately two to three miles of road for resurfacing. However, since Thousand Oaks Boulevard is over 2 miles long and will require more than an overlay, this year only Thousand Oaks Boulevard will be rehabilitated.

Given that Thousand Oaks Boulevard consists of pavement that is over 30 years old, never been resurfaced, has a relatively straight alignment, and has a thick base, Staff has determined that the street is an optimal candidate for Cold In Place Recycling (CIPR). This method of pavement rehabilitation is an established technology that processes the existing asphalt pavement, sizes it, mixes in emulsified asphalt, lays it back down, and is capped with one lift of Asphalt Rubber Hot Mix (ARHM). CIPR removes off-site hauling and processing, which traditional overlay methods require, thus providing a reduced unit cost. Furthermore, the equipment used for CIPR is one long train, which moves rapidly, therefore public inconvenience and traffic congestion is decreased.

Staff also considered CIPR to rehabilitate Thousand Oaks Boulevard, because the technology provides the following added benefits, compared to traditional pavement rehabilitation methods (milling and overlay):

- Increased life expectancy with little maintenance over traditional overlay projects
- Improved Pavement and Structural Section Physical Properties
- Energy Conservation in reduced truck traffic
- Reduction in User Delays during Construction
- Preservation and conservation of non-renewable natural resources (existing aggregates)
- Cost Savings over Traditional Mill and Overlay (25-30% less)

CIPR has been approved and in use for over 30 years by many other states and the Federal Highway Administration for pavement restoration. More recently, Caltrans and other local jurisdictions have approved and started to use CIPR to rehabilitate their highways and roadways. CIPR offers an effective tool to rehabilitate Thousand Oaks Boulevard, which will not only meet the City's PCI rating goal, but also meet the City's goal of reducing energy and environmental impacts.

For the past two years, the City has worked jointly with the City of Westlake Village on its Annual Street Rehabilitation Program. This joint program has been beneficial in providing reduced unit costs, appropriate to the larger quantities of material required for both cities. The FY 2010-11 Street Rehabilitation Project; NIB 10-01, will be the third Joint Street Maintenance Project with the City of Westlake Village. In light of this joint effort, a joint street maintenance project agreement is attached for the City Council's consideration and approval, which states the two cities will pay for the work done in their respective cities, with the exception of the mobilization and traffic control costs which would be divided evenly. The City of Westlake Village will oversee the advertising, bid award, and contract administration portions of the project, but each city will oversee the construction portions of the project within their respective boundaries.

In addition, staff is requesting authorization to seek bids for the FY 2010-11 Street Rehabilitation Project; NIB 10-01. Staff has worked with the City Engineer of Westlake Village to prepare the plans and specifications, including the CIPR scope of work. This project will go out to bid at the end of March. The scope of work consists of the CIPR and overlay of Thousand Oaks Boulevard (2.1 miles), installation of two speed humps and some shoulder reconstruction on Chesebro, and the reconstruction of the shoulder on the north side of Palo Comado, just south of the 101 Freeway overpass, to repair an existing drainage issue.

The engineer's estimate for this project is \$1.6 million, which includes a 10% contingency. The project funds have been accounted for in the five-year CIP that was approved by the Council during last year's budget workshop. The project will be funded through a combination of General Fund, Measure R, Proposition C, Traffic Congestion, and Recycled Asphalt Concrete (RAC) Grant funds. Staff expects to return to Council on May 26, 2010 for the contract award and to commence construction in July. Construction is anticipated to take approximately six (6) weeks, with no work to be done on holidays.

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

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Authorize staff to seek bids for the FY 2010-11 Street Rehabilitation Project; NIB 10-01;
2. Approve the Joint Street Maintenance Project Agreement with the City of Westlake Village; and
3. Direct the City Clerk to attest to the Agreement and send one fully executed original to the City Clerk of the City of Westlake Village.

Attachments: Joint Street Maintenance Project Agreement

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 _____, 2010 (“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 2010 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 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 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 D. Koehler, Mayor

By: _____
Mark Rutherford, Mayor

Date: _____

Date: _____

Attest:

Attest:

By: _____
Kimberly Rodrigues, City Clerk

By: _____
Beth Schott, City Clerk

Exhibit "A"
Project Site

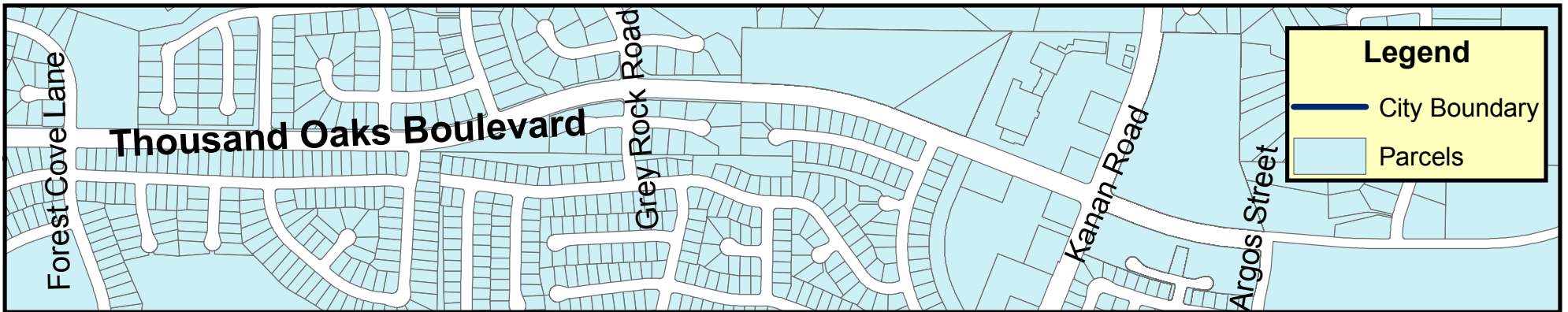
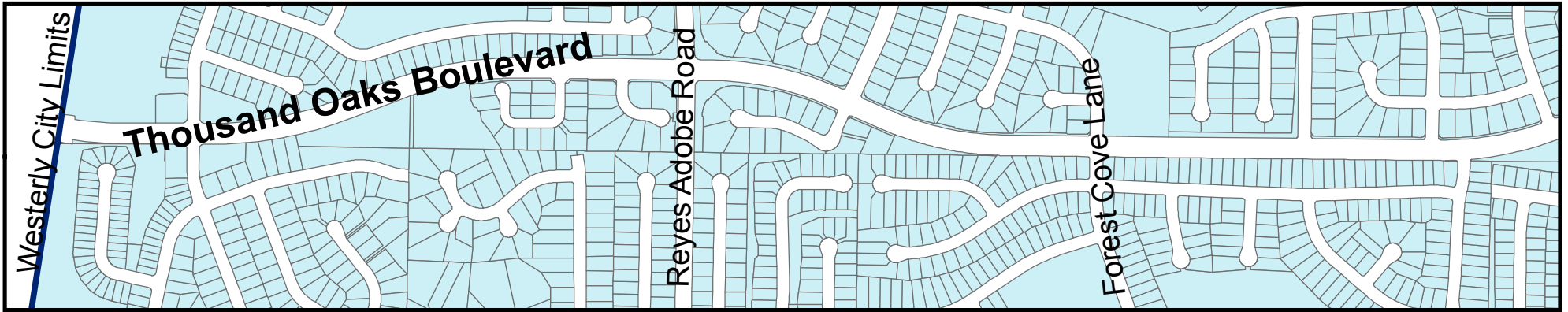


Exhibit A
 Project Site
 Thousand Oaks Boulevard
 From Westerly City Limits to Argos Street

