



## Legislation Details (With Text)

**File #:** 17-211      **Version:** 1      **Name:** TAB 12  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 3/8/2017      **In control:** City Council  
**On agenda:** 3/28/2017      **Final action:**  
**Title:** Request City Council to (1) Approve a Cooperative Agreement with San Bernardino County for the North Bloomington Chip Seal Project; (2) Adopt Resolution No. 7103 amending the 2016-17 Fiscal Budget appropriating \$138,203 for the North Bloomington Chip Seal Project, City Project No. 170816. (ACTION)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Attachment 1 - Location Map](#)  
[Attachment 2 - CON-PW-Trans Bloomington Ave and Others Chip Seal.Final](#)  
[Resolution - North Bloomington Chip Seal 03-08-17](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

For City Council Meeting [March 28, 2017]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Approve a Cooperative Agreement with San Bernardino County for the North Bloomington Chip Seal Project; (2) Adopt **Resolution No. 7103** amending the 2016-17 Fiscal Budget appropriating \$138,203 for the North Bloomington Chip Seal Project, City Project No. 170816. (ACTION)

### **BACKGROUND:**

San Bernardino County staff has proposed two joint cooperative projects in the North Bloomington area where the City of Rialto and San Bernardino County share common boundaries. The first project will provide disabled accessible curb ramps. The second project will provide pavement maintenance including crack sealing and patching, chip seal, and fog seal. On some streets, the work will also include an asphalt concrete leveling course. A map of the project locations is included as **Attachment 1**.

Sections 1685 and 1803 of the California Streets and Highways Code authorize the City to contract with San Bernardino County for the maintenance, construction, or repair of streets and roads, whenever the City Council determines that it is necessary for the more efficient maintenance, construction, or repair of streets and roads within the City.

### **ANALYSIS/DISCUSSION:**

The North Bloomington Chip Seal Project will provide preventative maintenance for streets along the City's shared border with San Bernardino County. This preventative maintenance will extend the life of the streets and avoid the cost of more expensive rehabilitation methods in the future. For the streets included in the project, the City boundary lies along the street centerlines.

Both the City and the County derive significant benefits from participation in joint cooperative projects. In addition to the economies of scale, preventative maintenance over an entire street width is far more effective than maintenance to a half street. A treatment that stops at the street centerline is more prone to wear and allows moisture to penetrate the underlying pavement and subgrade of the untreated portion.

San Bernardino County staff prepared a project cost estimate, and proposed a cooperative agreement to facilitate the joint project. A copy of the Cooperative Agreement and cost estimate are included as **Attachment 2**.

In accordance with the proposed Agreement, the County will be the lead agency for the project, which will be performed by the County's Department of Public Works Operations labor force. The County will invoice the City for costs of improvements located within the City. The City will provide a qualified representative who can discuss and resolve issues concerning the project.

The schedule for the chip seal project is expected to start construction in fall of 2018 after the ADA ramp improvement project is completed. The ADA ramp improvement is scheduled to start this October.

#### **ENVIRONMENTAL IMPACT:**

As lead agency, San Bernardino County will be responsible for compliance with the California Environmental Quality Act (CEQA). Section 21084 of the California Public Resources Code requires California Environmental Quality Act (CEQA) Guidelines to include a list of classes of projects that have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared categorically exempt from the requirement for the preparation of environmental documents. In accordance with 14 CCR Section 15301 "Existing Facilities", Class 1 projects consist of the repair, maintenance, or minor alteration of existing public structures or facilities, involving negligible of use beyond that existing at the time of the lead agency's determination. Based on the Class 1 exemption, the North Bloomington Chip Seal Project will be considered categorically exempt from CEQA. San Bernardino County will prepare and file the Notice of Exemption for the project.

#### **GENERAL PLAN CONSISTENCY:**

This action is consistent with Guiding Principle 3A in the General Plan:

*Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.*

Approval of this action also complies with the City of Rialto General Plan Goal and Policies:

**Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.**

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials, Secondary Arterials, Collector Streets, and Local Streets.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report, resolution, and agreement.

**FINANCIAL IMPACT:**

The City's share of the total project cost is estimated to be \$138,203. Staff recommends that the City Council appropriate funds from the Measure I Fund Account No. 201-500-4310-3001-170816-05 for this cooperative project.

**RECOMMENDATION:**

Staff recommends that the City Council:

- Approve a Cooperative Agreement with San Bernardino County for the North Bloomington Chip Seal Project.
- Adopt a Resolution amending the 2016-17 Fiscal Budget appropriating \$138,203 for the North Bloomington Chip Seal Project, City Project No. 170816. **(Attachment 3)**
- Authorize issuance of a Purchase Order to San Bernardino County for the not to exceed amount of \$138,203 for the North Bloomington Chip Seal Project, City Project No. 170816.



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	FAS Vendor Code	SC	Dept. TRA	A	Contract Number <b>17-363</b>
ePro Vendor Number					ePro Contract Number
County Department Public Works - Transportation			Dept. TRA	Orgn. TRA	Contractor's License No.
County Department Contract Representative Sri Srirajan, P.E., Chief Transportation Planning Division			Telephone (909)387-8166		Total Contract Amount \$138,203
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code 91200		Contract Start Date	Contract End Date	Original Amount \$	Amendment Amount
Fund SAA	Dept. TRA	Organization TRA	Appr.	Obj/Rev Source 8842	GRC/PROJ/JOB No 44H14882
					Amount \$ 138,203
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount \$
Project Name			Estimated Payment Total by Fiscal Year		
Bloomington Avenue			FY	Amount	I/D
and Others					
Chip Seal					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name

City of Rialto

Address

150 South Palm Avenue

Rialto, CA 92376

Telephone

(909) 421 - 7279

Federal ID No. or Social Security No.

hereinafter called CITY

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, COUNTY and CITY desire to enter a cooperative agreement to prepare and apply a chip seal on various CITY roads in the Bloomington area, as described in Exhibit "A", which is attached hereto and incorporated herein by this reference (PROJECT); and

WHEREAS, Streets and Highways Code sections 1685 and 1803 authorize CITY to contract with COUNTY for the maintenance, construction or repair of CITY streets and roads, if the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and

Auditor-Controller/Treasurer/Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads within CITY to contract with COUNTY for the PROJECT; and

WHEREAS, the PROJECT is a maintenance project and will be performed by the COUNTY Department of Public Works Operations labor force; and

WHEREAS, it is anticipated that CITY's PROJECT costs will be financed through its local funds; and

WHEREAS, the total PROJECT cost is estimated to be \$138,203, which includes a lump sum item of \$58,865 for the preparation work and an estimated \$79,338 for the chip seal, as shown in Exhibit "A"; and

WHEREAS, COUNTY and CITY desire to set forth the responsibilities and obligations of each as they pertain to the proposed PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency of the PROJECT, which will be performed by the COUNTY's Department of Public Works Operations labor force.
- 1.2 Develop this cooperative agreement with the CITY, review said streets pavement condition, process related California Environmental Quality Act (CEQA) compliance document (Public Resources Code section 21000 et seq.), and perform the PROJECT. Right-of-way services and utility relocation are not anticipated for the PROJECT and therefore are not included in this Agreement.
- 1.3 Obtain a no-cost permit from CITY for work performed within the CITY's right-of-way.
- 1.4 Upon PROJECT completion and after the capture of actual chip seal portion of the PROJECT expenses, submit to the CITY an invoice that includes a lump sum of \$58,865 for the PROJECT preparation work and an itemized accounting of actual chip seal portion of the PROJECT costs incurred by the COUNTY. The PROJECT costs shall include the cost of PROJECT construction, supervision, inspection, material testing, California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et seq.) and COUNTY overhead costs.

2.0 CITY AGREES TO:

- 2.1 Provide a qualified representative who shall have the authority to discuss and attempt to resolve issues concerning the PROJECT with the COUNTY.
- 2.2 Provide a no-cost permit to the COUNTY for its work in CITY's right-of-way.
- 2.3 Be responsible for all PROJECT costs incurred by COUNTY (currently estimated at \$138,203).
- 2.4 Pay the COUNTY within thirty (30) days after receipt of the invoice from COUNTY pursuant to Paragraph 1.4 above.

3.0 IT IS MUTUALLY AGREED:

- 3.1 COUNTY agrees to indemnify and hold harmless the CITY and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- 3.2 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims,

- actions, losses, damages and/or liability resulting from CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this Agreement.
- 3.3 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.
- 3.4 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to Paragraphs 3.1, 3.2, and 3.3.
- 3.5 COUNTY and CITY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of the terms, conditions or obligations of this Agreement.
- 3.6 This Agreement may be terminated upon thirty (30) days advance written notice of either Party. In the event of termination, all PROJECT expenses incurred by COUNTY prior to the effective date of termination shall be paid by CITY. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.7 Except for the CITY's operation, maintenance and indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for the PROJECT costs.
- 3.8 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.9 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.10 Time is of the essence for each and every provision of this Agreement.
- 3.11 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed COUNTY work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.12 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.13 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.14 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.15 This Agreement will be effective on the date signed by both Parties and shall conclude upon satisfaction of the terms identified in Paragraph 3.7 or June 30, 2020 (whichever occurs first).
- 3.16 The Recitals are incorporated into the body of this Agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

COUNTY OF SAN BERNARDINO

► Robert A. Lovinggood  
Robert A. Lovinggood, Chairman, Board of Supervisors

Dated: MAY 23 2017

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Laura H. Welch  
Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► [Signature]  
(Authorized signature - sign in blue ink)

Name ED SMOOT  
(Print or type name of person signing contract)

Title Mayor Pro Tem  
(Print or Type)

Dated: 04/06/17

Address \_\_\_\_\_

Approved as to Legal Form

► [Signature]  
Scott M. Runyan, Deputy County Counsel

Date 5-7-17

Reviewed by Contract Compliance

► [Signature]  
Grant C. Mann, P.E., Chief

Date 4/28/17

Presented to BOS for Signature

► [Signature]  
Gerry Newcombe, Department Head

Date 5/9/17

**EXHIBIT A**  
**ESTIMATE OF PROJECT COSTS**  
**FOR CITY OF RIALTO/COUNTY OF SAN BERNARDINO**  
**FOR THE CHIP SEAL**  
**IN THE RIALTO AREA**

County Road Sequence No.	Road Name	Limits	City Road Length	City Road Width	Scope Of Work	Lump Sum Prep Cost (\$4.28/SY w/Crack Seal/Patching; \$6.87/SY w/Leveling Course)*	Estimated Chip Seal and Fog Seal Cost at \$3.74/SY or \$6.24/SY for Double Chip Seal**
170550010	Bloomington Avenue	Larch Ave NE .11M	634	30	Prep (Leveling Coarse), Chip Seal, Fog Seal, and Striping	14,519	7,904
218550020	Cedar Avenue	.03M S/o Church Ave N .32M	1690	32	Chip Seal, Fog Seal and Striping	0	22,473
485850040	Larch Avenue	.03M S/o Miramont St N .06M	422	16	Prep(Leveling Coarse), Chip Seal, Fog Seal and Striping	5,154	2,806
725400040	San Bernardino Avenue	.06M E/o Larch, E .01M	106	21	Chip Seal, Fog Seal, Striping	0	925
740850050	Sequoia Avenue	End E/ Church St	528	18	Prep(Patch and/or Crack seal), Chip seal, Fog Seal and Striping	4,520	3,949
768300040	Spruce Avenue	Valley Blvd, .01M N/o Grove Pl	1373	21	Prep(Leveling Coarse), Chip Seal, Fog Seal and Striping	22,009	11,982
842600033	Valley Boulevard	Claremont Ave E/Spruce Ave	634	42	Prep(Crack Seal), Double Chip Seal, Fog Seal and Striping	12,663	18,462
197400016	Cactus Avenue	Manila St N/Slover Ave	2006	13	Chip Seal, Fog Seal and Striping	0	10,837
<b>Subtotal</b>						<b>\$58,865</b>	<b>\$79,338</b>
<b>Total Cost</b>						<b>\$138,203</b>	

\* This is a lump sum item due to difficulty in tracking actual quantities and costs.

\*\* Estimated cost only. Actual costs will be tracked and calculated after the work is completed.

<b>Auditor-Controller/Treasurer/Tax Collector Use Only</b>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By