



Contract Number

21577

SAP Number

Public Works

Department Contract Representative	Sundaramoorthy (Sri) Srirajan, P.E., Engineering Manager
Telephone Number	387-8166
Project	Dos Palmas Road and Other Roads Chip Seals
Contractor	City of Victorville
Contractor Representative	Brian Gengler, P.E., City Engineer
Telephone Number	(760) 955-5200
Contract Term	Expiration 12/30/2025
Original Contract Amount	\$102,000
Amendment Amount	N/A
Total Contract Amount	\$102,000
Cost Center	6650002000 40608842 44H15107

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County (COUNTY) desires to conduct pavement preventative maintenance on certain COUNTY maintained roads in the Victorville and Adelanto areas; and

WHEREAS, COUNTY and the City of Victorville (CITY), (COUNTY and CITY are also each referred to herein as "Party" and collectively as "Parties"), desire to cooperate and jointly participate to apply a chip seal and/or overlay on the existing pavements of shared jurisdiction roads in the CITY, see Exhibit "A" for the list of proposed roads, which is attached hereto and incorporated herein by this reference, (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT consist of approximately 17.17 miles of pavement maintenance and will be performed by the COUNTY's Department of Public Works Road Operations labor force; and

WHEREAS, California 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

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

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be funded by COUNTY's Senate Bill 1 Road Maintenance and Road Rehabilitation account; and the CITY's share of PROJECT costs will be financed through its local funds; and

WHEREAS, the estimated total PROJECT cost is \$1,102,000; and

WHEREAS, COUNTY's share of the PROJECT cost is estimated to be \$1,000,000 and the CITY's share of PROJECT cost is estimated to be \$102,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency for the PROJECT, which will be performed by the COUNTY's Department of Public Works Road Operations labor force.
- 1.2 Review said street 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 Submit to the CITY an invoice for CITY's share of the PROJECT cost, which is estimated to be \$102,000, after the PROJECT is completed and accepted by the CITY. PROJECT costs shall include, but is not limited to, construction, supervision, inspection, material testing, CEQA compliance and COUNTY overhead.

2.0 CITY AGREES TO:

- 2.1 Provide a qualified representative who shall have the authority to discuss and resolve issues concerning the PROJECT with the COUNTY.
- 2.2 Provide a no-cost permit to the COUNTY for COUNTY's work in the CITY's right-of-way.
- 2.3 Pay its share of the PROJECT cost, which is currently estimated to be \$102,000, upon receipt of an invoice from the COUNTY. PROJECT costs shall include, but is not limited to, construction, supervision, inspection, material testing, CEQA compliance and COUNTY overhead.
- 2.4 Pay the COUNTY within thirty (30) days after receipt of the invoice pursuant to Paragraph 1.4 above.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Except for activities that are impossible to perform during COUNTY's performance of PROJECT work, before, during and after CITY's acceptance of completed PROJECT, CITY shall be responsible for performing any and all work (including, but not limited to, maintenance) on CITY streets in the PROJECT limits that are in the CITY incorporated area.
- 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 COUNTY agrees to indemnify, defend (with counsel approved by CITY) and hold harmless CITY and its officers, employees, agents and volunteers from any and all claims, actions, 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.

- 3.4 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.
- 3.5 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 3.2, 3.3 and 3.4.
- 3.6 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.
- 3.7 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 for work done within CITY's jurisdiction prior to the effective date of termination shall be paid by CITY in an amount not to exceed \$102,000. The Parties recognize and agree that the provisions governing utility relocation/coordination 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.
- 3.8 Except for the CITY's operation, maintenance and indemnification obligations and the COUNTY's 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.
- 3.9 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.
- 3.10 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.
- 3.11 Time is of the essence for each and every provision of this Agreement.
- 3.12 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.
- 3.13 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.
- 3.14 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.
- 3.15 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.16 This Agreement will be effective on the date signed by both Parties and shall conclude upon satisfaction of the terms identified in Paragraph 3.8 or December 30, 2025 (whichever occurs first).
- 3.17 The Recitals are incorporated into the body of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

► Curt Hagman
Curt Hagman, Chairman, Board of Supervisors

Dated: JUL 27 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy

CITY OF VICTORVILLE

By ► Debra Jones
(Authorized signature - sign in blue ink)

Name Debra Jones
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 7 July 2021

By: Charlene Robinson
Charlene Robinson, City Clerk

Dated: 7/7/21

By: Signed in Counterpart
John Preston, Risk Manager

Dated: _____

APPROVED AS TO FORM:

By: Andre DeBortnowsky
Andre DeBortnowsky, City Attorney

Dated: 7/7/21

Address 14343 Civic Drive
Victorville, CA 92392

FOR COUNTY USE ONLY

Approved as to Legal Form

► **SEE ATTACHED**
Suzanne Bryant, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► Andy Silao
Andy Silao, P.E., Engineering Manager
Date 7/19/2021

Reviewed/Approved by Department

► Brendon Biggs
Brendon Biggs, Director
Date 7/19/21

SAN BERNARDINO COUNTY



Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

CITY OF VICTORVILLE

By _____

(Authorized signature - sign in blue ink)

Name _____

Debra Jones

(Print or type name of person signing contract)

Title _____

Mayor

(Print or Type)

Dated: _____

By: _____

Charlene Robinson, City Clerk

Dated: _____

By: _____

John Preston, Risk Manager

Dated: _____

APPROVED AS TO FORM:

By: _____

Andre DeBortnowsky, City Attorney

Dated: _____

Address _____

14343 Civic Drive

Victorville, CA 92392

FOR COUNTY USE ONLY

Approved as to Legal Form



Suzanne Bryant, Deputy County Counsel

Date

JUNE 30, 2021

Reviewed for Contract Compliance



Andy Silao, P.E., Engineering Manager

Date _____

Reviewed/Approved by Department



Brendon Biggs, Director

Date _____

SAN BERNARDINO COUNTY



Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

CITY OF VICTORVILLE

By

Signed in Counterpart

(Authorized signature - sign in blue ink)

Name

Debra Jones

(Print or type name of person signing contract)

Title

Mayor

(Print or Type)

Dated: _____

By:

Signed in Counterpart

Charlene Robinson, City Clerk

Dated: _____

By:

John Preston, Risk Manager

Dated: _____

6-24-21

APPROVED AS TO FORM:

By:

Signed in Counterpart

Andre DeBortnowsky, City Attorney

Dated: _____

Address

14343 Civic Drive

Victorville, CA 92392

FOR COUNTY USE ONLY

Approved as to Legal Form



Suzanne Bryant, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Andy Silao, P.E., Engineering Manager

Date _____

Reviewed/Approved by Department



Brendon Biggs, Director

Date _____

EXHIBIT A

FOR THE CITY OF VICTORVILLE AND THE SAN BERNARDINO COUNTY CHIP SEAL AND OVERLAY PROJECT IN THE VICTORVILLE AND ADELANTO AREAS

Dos Palmas Road and Other Roads

Road No.	Road Name	Road Book Limits	Road Length County	Road Length City	Total Length	Scope of Work
County-City Shared Roads:						
120250030	ANACAPA ROAD	EL EVADO RD E/BOREGO RD	0.35	0.35	0.70	Chip Seal
174000020	BONANZA ROAD	PACOIMA RD E/BOREGO RD	1.08	0.12	1.20	Chip Seal
176250010	BOREGO ROAD	COALINGA RD N/ANACAPA RD	0.36	0.37	0.73	Overlay
244800010	COALINGA ROAD	EL EVADO E/EL RIO	0.77	0.06	0.83	Overlay
302700010	DOS PALMAS ROAD	.28M W,SAN MARTIN RD E/PACOIMA RD	0.39	0.13	0.52	Chip Seal
320950020	EL RIO ROAD	LUNA RD N/COALINGA RD	0.04	0.05	0.09	Chip Seal
327550020	EMERALD ROAD	.04M N,PALMDALE RD N SENECA RD	0.44	0.02	0.46	Chip Seal
472800010	LA BRISA ROAD	EL EVADO NE/LUNA	0.44	0.45	0.89	Chip Seal
650350030	PETALUMA ROAD	BONANZA RD N/PALMDALE RD	0.12	0.13	0.25	Chip Seal
County Only Roads:						
119650030	AMETHYST ROAD	.07M N,PALMDALE RD N/SENECA RD	0.43	0.00	0.43	Chip Seal
120250020	ANACAPA ROAD	PACOIMA RD E/PETALUMA RD	0.25	0.00	0.25	Chip Seal
162300010	BELLFLOWER STREET	MOJAVE DR N/CACTUS RD	0.50	0.00	0.50	Chip Seal
199350010	CAHUENGA ROAD	LUNA RD N/ANACAPA RD	0.86	0.00	0.86	Chip Seal
224850010	CEREZO ROAD	EL EVADO E/BOREGO RD	0.70	0.00	0.70	Leveling Course, Chip Seal
234750020	CHOLAME ROAD	PACOIMA RD E/BOREGO RD	1.20	0.00	1.20	Chip Seal
245100040	COBALT ROAD	.07M N,PALMDALE RD N/SENECA RD	0.43	0.00	0.43	Chip Seal
298200020	DIAMOND ROAD	.07M N,PALMDALE RD N/SENECA RD	0.43	0.00	0.70	Chip Seal
316750010	EL CARISO ROAD	EL EVADO RD E/BOREGO RD	0.70	0.00	0.43	Chip Seal
332800020	ESTERO ROAD	PACOIMA RD E/EL EVADO RD	0.50	0.00	0.50	Chip Seal

Road No.	Road Name	Road Book Limits	Road Length County	Road Length City	Total Length	Scope of Work
391900010	GRAVILLA ROAD	EL EVADO RD E/CAHUENGA RD	0.46	0.00	0.46	Chip Seal
391900020	GRAVILLA ROAD	.12M W,BOREGO RD E/BOREGO RD	0.11	0.00	0.11	Chip Seal
474900010	LA HABRA ROAD	EL EVADO E&N/LUNA	0.75	0.00	0.75	Chip Seal
499650010	LLANO ROAD	PERAL N/LUNA	0.17	0.00	0.17	Chip Seal
508500020	LUPIN ROAD	.88M E,ASTER RD E/BELLFLOWER ST	0.13	0.00	0.13	Chip Seal
528300010	MANZANO ROAD	EL EVADO RD E&N/LUNA RD	0.61	0.00	0.61	Chip Seal
530850020	MARICOPA ROAD	PACOIMA RD E/CAHUENGA	0.96	0.00	0.96	Chip Seal
530850030	MARICOPA ROAD	0012M W,BOREGO RD E/BOREGO RD	0.11	0.00	0.11	Chip Seal
612400020	OLIVERA ROAD	DEL GADO E&S/LA BRISA RD	0.32	0.00	0.32	Chip Seal
612400010	OLIVERA ROAD	EL EVADO E/LLANO	0.15	0.00	0.15	Chip Seal
629350010	PACOIMA ROAD	LUNA RD N/MARICOPA RD	0.25	0.00	0.25	Chip Seal
648700010	PERAL ROAD	EL EVADO E/DEL GADO	0.24	0.00	0.24	Chip Seal
650350010	PETALUMA ROAD	LUNA RD N/MARICOPA RD	0.24	0.00	0.24	Chip Seal
740250010	SENECA ROAD	0007M W,EMERALD RD E/AMETHYST RD	1.00	0.00	1.00	Chip Seal
TOTAL MILES			15.49	1.68	17.17	

EXHIBIT B

**ESTIMATE OF PROJECT COSTS COUNTY
FOR THE CITY OF VICTORVILLE AND THE SAN BERNARDINO
CHIP SEAL AND OVERLAY PROJECT IN THE VICTORVILLE AND ADELANTO AREAS**

Dos Palmas Road and Other Roads

DESCRIPTION	TOTAL COST	SAN BERNARDINO COUNTY SHARE	CITY OF VICTORVILLE SHARE
Survey, CEQA compliance, construction, inspection, material testing and County overhead	\$1,102,000	\$1,000,000	\$102,000
Total	\$1,102,000	\$1,000,000	\$102,000

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

July 13, 2021

FROM

BRENDON BIGGS, Director, Department of Public Works – Transportation

SUBJECT

Cooperative Agreement with the City of Victorville for a Chip Seal Project on Dos Palmas Road and Other Roads in the Victorville and Adelanto Areas

RECOMMENDATION(S)

Approve Cooperative Agreement with the City of Victorville to contribute \$102,000 towards the \$1,102,000 estimated total cost to apply chip seal on the pavement of various roads in the Victorville and Adelanto areas.

(Presenter: Brendon Biggs, Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use Discretionary General Funding (Net County Cost). The Department of Public Works (Department) is funded by Gas Tax revenue, fee revenue, and other state and local funding. The estimated total cost to apply chip seals on Dos Palmas Road and Other Roads in the Victorville and Adelanto Areas (Project) is \$1,102,000. The County of San Bernardino (County) share of the Project cost is estimated to be \$1,000,000 and will be funded by Senate Bill 1 Road Maintenance and Rehabilitation Account (RMRA) funds. The remaining estimated Project cost of \$102,000 will be funded by the City of Victorville (City). Sufficient appropriation and revenue are included in the Department's 2021-22 Road Operations budget and will be included in future recommended budgets (6650002000 44H15107).

BACKGROUND INFORMATION

The Department's Road Operations Division intends to utilize its labor force to apply chip seal on various roads in the Victorville and Adelanto areas (see Exhibit "A" attached to the Cooperative Agreement for a list of the proposed roads). Chip sealing is preventative maintenance work, and under this Project, the maintenance will improve approximately 17.17 miles of roadway. The Project has been identified as a priority based on the current pavement condition, amount of truck traffic carried, daily traffic count, and other criteria established under the Department's Pavement Preservation Program. The Project consists of preparation work, such as crack sealing and patching, or leveling course, and application of a chip seal or overlay to the existing pavement. A leveling course is a thin layer of an asphalt mixture that is applied over an existing pavement to correct surface irregularities. The application of a chip seal and overlay while the pavements are in good condition is considered a cost-effective strategy for maintaining the roads' structural integrity.

On April 17, 2018 (Item No. 39), on April 30, 2019 (Item No. 53), and on April 21, 2020 (Item No. 45), the Board of Supervisors authorized this Project as part of the Senate Bill 1 Road Maintenance and Rehabilitation Account project list.

In accordance with the Cooperative Agreement, the City agrees to participate in the Project for roads in which the County and City share jurisdiction in the Victorville area. The City will pay its share of the Project cost, currently estimated to be \$102,000, after completion of the Project. The City will provide a representative to discuss and/or resolve any issues that may arise during the construction of the Project. The Cooperative Agreement will terminate upon completion of the Project and payment of final billing by the City, or on December 30, 2025 (whichever occurs first). The Project will ensure development of a well-planned, balanced and sustainable County by preserving and improving the structural integrity of existing road surfaces in the Victorville and Adelanto areas. Furthermore, execution of the Cooperative Agreement and approval of the Project allows the County to meet its goals and objective by working cooperatively with the City.

Project construction is anticipated to commence in the Summer of 2021. The City of Victorville approved this Cooperative Agreement on June 15, 2021.

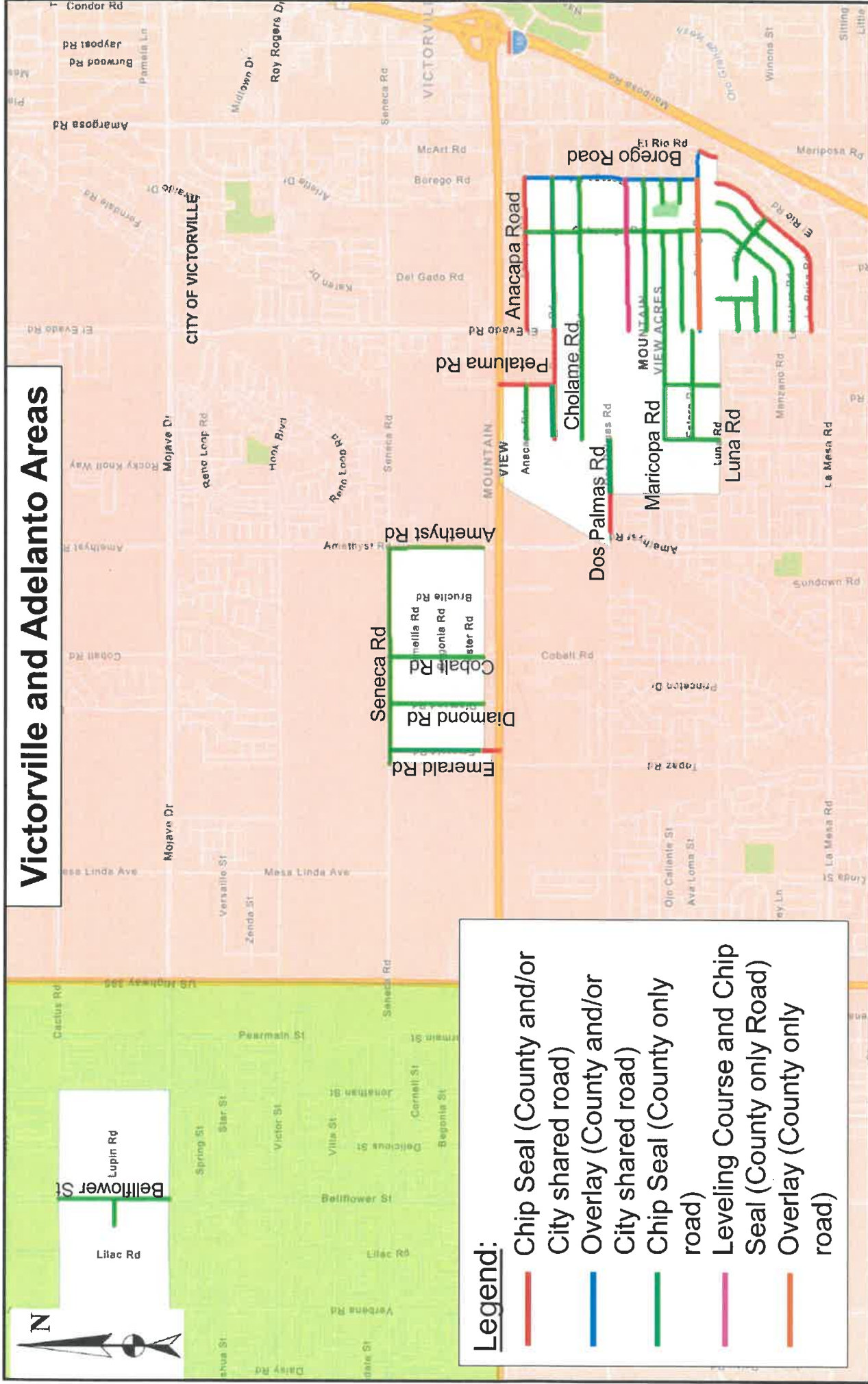
PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Suzanne Bryant, Deputy County Counsel, 387-5455) on May 3, 2021; Finance (Jessica Trillo, Administrative Analyst, 387-4222) on June 22, 2021; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on June 28, 2021.

Victorville and Adelanto Areas



Legend:

- Chip Seal (County and/or City shared road)
- Overlay (County and/or City shared road)
- Chip Seal (County only road)
- Leveling Course and Chip Seal (County only Road)
- Overlay (County only road)

COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS

DISTRICT 1

YARD 11

WO H15107



LOCATION MAP

DOS PALMAS ROAD AND OTHER ROADS
Various Roads / Locations
Overlay, Chip Seal, Leveling Course