



Contract Number

21-544 A-1

SAP Number

Public Works

Department Contract Representative	Harold Zamora, P.E., Engineering Manager
Telephone Number	(909) 387-8165
Project	Central Road and Other Roads Scrub Seal, Chip Seal and Overlay
Contractor	Town of Apple Valley
Contractor Representative	Rich Berger, Project Manager
Telephone Number	(760) 240-7000 Ext. 7530
Contract Term	Expiration 6/30/2026
Original Contract Amount	\$223,000
Amendment Amount	\$601,000
Total Contract Amount	\$824,000
Cost Center	6650002000 40608842 44H15088

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

Recitals

WHEREAS, San Bernardino County (COUNTY) and the Town of Apple Valley (TOWN), (COUNTY and TOWN are also each referred to herein as "Party", and collectively referred to as "Parties"), previously entered into County Contract No. 21-544 (hereinafter referred to as "Agreement"), wherein the Parties agreed to jointly participate in a Chip Seal and Overlay Pavement project for various roads located in the Parties jurisdictions in the Apple Valley area (hereinafter referred to as "PROJECT"); and,

WHEREAS, there are three (3) roads that lies within the PROJECT limits that were excluded from the Agreement because the TOWN had submitted to LAFCO a request to annex these roads. Subsequently, the annexation request was disapproved by the majority of the affected parcel owners during the Consolidated Mail Ballot Election held on August 31, 2021; and,

WHEREAS, the Parties desire to amend the Agreement to add the three roads to the PROJECT, set forth the scope of work, as more particularly described in Exhibit "A-1", which is attached hereto and incorporated herein by this reference, and the Parties share of cost for the additional roads; and,

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the Parties hereto agree the Agreement, County Contract No. 21-544, is amended as follows:

1. DELETE the existing third WHEREAS recital and REPLACE it with a revised third WHEREAS recital, which shall read as follows:

WHEREAS, the PROJECT includes 6.91 additional miles of pavement maintenance, which includes 2.85 miles in the TOWN's jurisdiction and 4.06 miles in the COUNTY's jurisdiction. The PROJECT total miles increase from 44.90 to 51.81 of pavement maintenance and will be performed by the COUNTY's Department of Public Works Road Operations labor force; and,

2. DELETE the existing seventh WHEREAS recital and REPLACE it with a revised seventh WHEREAS recital, which shall read as follows:

WHEREAS, Amendment No. 1 increases the total Agreement amount by \$1,436,000, from an estimated total PROJECT cost of \$4,188,000 to \$5,624,000; and,

3. DELETE the existing eight WHEREAS recital and REPLACE it with a revised eight WHEREAS recital, which shall read as follows:

WHEREAS, COUNTY's estimated total share of PROJECT cost increases by \$835,000, from \$3,965,000 to \$4,800,000; and the TOWN's estimated total share of PROJCT cost increases by \$601,000, from \$223,000 to \$824,000, as more particularly set forth in Exhibit "B-1", which is attached hereto and incorporated herein by this reference; and,

4. DELETE the existing paragraph 1.4 and REPLACE it with a revised paragraph 1.4, which shall read as follows:

Submit to TOWN an invoice for TOWN's share of the PROJECT cost, which is estimated to be \$824,000, after the PROJECT is complete and accepted by the TOWN. PROJECT costs shall include, but is not limited to, survey, construction, supervision, inspection, material testing, CEQA compliance and COUNTY overhead. In the event the actual cost of the TOWN's share of the PROJECT cost exceeds the estimated cost of \$824,000, COUNTY shall notify TOWN before authorizing additional work and receive written permission from the TOWN to perform additional work.

5. DELETE the existing paragraph 2.3 and REPLACE it with a revised paragraph 2.3, which shall read as follows:

Pay its share of the PROJECT cost, which is currently estimated to be \$824,000, upon receipt of an invoice from the COUNTY. PROJECT costs shall include, but is not limited to, survey, construction, supervision, inspection, material testing, CEQA compliance and COUNTY overhead.

6. DELETE the existing paragraph 3.7 and REPLACE it with a revised paragraph 3.7, which shall read as follows:

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 TOWN's jurisdiction prior to the effective date of termination shall be paid by TOWN in accordance to paragraph 1.4 of the Agreement. The Parties recognize and agree that the provisions governing 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.

7. REPLACE the existing Exhibits "A" and "B" of the Agreement with the attached Exhibits "A-1" and "B-1".
8. REPLACE all reference to Exhibits "A" and "B" in the Agreement with reference to Exhibits "A-1" and "B-1".
9. The recitals of this Amendment No. 1 are incorporated into the Agreement by reference.
10. Except as amended by this Amendment No. 1, all other terms and conditions of County Contract No. 21-544 shall remain the same.
11. This Amendment No. 1 may be executed by the Parties in counterparts, all of which together shall constitute a single agreement.
12. This Amendment No. 1 to the Agreement, County Contract No. 21-544, is effective on the date it is approved and signed by both Parties, and shall conclude upon satisfaction of the terms identified in paragraph 3.8 of the Agreement or on June 30, 2026 (whichever occurs first).

SIGNATURES ON FOLLOWING PAGE

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

TOWN OF APPLE VALLEY

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 14955 Dale Evans Parkway
Apple Valley, CA 92307

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Aaron Gest, 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-1

**FOR THE TOWN OF APPLE VALLEY AND THE COUNTY OF SAN BERNARDINO
SCRUB SEAL, CHIP SEAL AND OVERLAY PROJECT IN THE APPLE VALLEY AREA**

Central Road and Other Roads

Year 2021

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
County and Town of Apple Valley Shared Roads:					
JOSHUA ROAD	SH18 N/.04M N,STANDING ROCK RD	0.77	0.77	1.54	Chip Seal
JOSHUA ROAD	.04MN,STANDING ROCK RD N/CAHUILLA RD	0.72	0.73	1.45	Chip Seal
JOSHUA ROAD	CAHUILLA RD N/SOUTH RD	0.26	0.26	0.52	Chip Seal
JOSHUA ROAD	.11M N,SOUTH RD N/WAALEW RD	0.13	0.13	0.26	Chip Seal
SOUTH ROAD	JOSHUA RD E/.06M W,MOCCASIN RD	0.55	0.14	0.69	Chip Seal
WAALEW ROAD	JOSHUA E/0003M E,TIAMA	0.40	0.05	0.45	Overlay
YUCCA ROAD	WAALEW N/VALLEY CREST TERR	0.12	0.13	0.25	Overlay
YUCCA ROAD	VALLEY CREST TER N .04M	0.02	0.02	0.04	Overlay
County Only Roads:					
BELL MOUNTAIN ROAD	SB I-15 OFF RAMP NLY .16M	0.16	0.00	0.16	Double Chip Seal
CAHUILLA ROAD	JOSHUA RD E/JAPATUL RD	1.00	0.00	1.00	Leveling Course, Chip Seal
CAHUILLA ROAD	JAPATUL RD E/LAGUNA SECA DR	1.00	0.00	1.00	Leveling Course, Chip Seal
GUAJOME ROAD	.06MW,MOCCASIN RD E/.03M E,TOLOWA RD	0.20	0.00	0.20	Overlay
LAGUNA SECA DRIVE	STDG ROCK AVE N/0002M N,THUNDERBIRD	0.52	0.00	0.52	Chip Seal
LAGUNA SECA DRIVE	0002M N,THUNDERBIRD N/CAHUILLA RD	0.98	0.00	0.98	Chip Seal
MOCCASIN ROAD	.02M S,TAHQUITZ N/SOUTH RD	0.18	0.00	0.18	Overlay
OSBORNE ROAD	STODDARD WELLS RD E/END	0.07	0.00	0.07	Chip Seal
PAHATA COURT	VALLEY CREST N/END	0.06	0.00	0.06	Overlay
SOUTH ROAD	.06M W,MOCCASIN RD E/MOCCASIN RD	0.06	0.00	0.06	Overlay
SOUTH ROAD	MOCCASIN RD E/END	0.10	0.00	0.10	Overlay
STANDING ROCK ROAD	JOSHUA RD E/LAGUNA SECA DR	2.00	0.00	2.00	Chip Seal
STODDARD WELLS ROAD	OSBORNE RD NE/CL I15 UC	0.60	0.00	0.60	Double Chip Seal
TAHQUITZ ROAD	0002M W,MOCCASIN E 0014M	0.14	0.00	0.14	Overlay
TAOS ROAD	YUCCA RD SE/WAALEW RD	0.26	0.00	0.26	Overlay

TIAMA LANE	TOKATA RD E/TIAMA RD	0.07	0.00	0.07	Overlay
TIAMA ROAD	WAALEW RD N/TIAMA LANE	0.22	0.00	0.22	Overlay
TINEGA ROAD	TIAMA RD E 0004M	0.04	0.00	0.04	Overlay
TOCALOMA ROAD	0006MW,MOCCASIN RD E/0004ME,TOLOWA R	0.21	0.00	0.21	Overlay
TOKATA ROAD	WAALEW N/VALLEY CREST TERR	0.26	0.00	0.26	Overlay
TOLOWA ROAD	GUAJOME RD N/TOCALOMA RD	0.06	0.00	0.06	Overlay
VALLEY CREST TERRACE	YUCCA RD E/0005M E,PAHATA CT	0.26	0.00	0.26	Overlay
VICTORVILLE QUARRY ROAD	STODDARD WELLS RD N0030M	0.30	0.00	0.30	Double Chip Seal
WAALEW COURT	WAALEW RD N/END	0.08	0.00	0.08	Overlay
WAALEW ROAD	.18M E,TIAMA RD E .14M	0.14	0.00	0.14	Overlay

Year 2021 Total Miles 11.94 2.23 14.17

Year 2022

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
County and Town of Apple Valley Share Roads:					
CENTRAL ROAD	TUSSING RANCH RD N/.50MS,BEAR VLY C	0.75	0.75	1.50	Chip Seal
CENTRAL ROAD	POPPY RD N/TUSSING RANCH RD	0.26	0.25	0.51	Chip Seal
DALE EVANS PARKWAY*	JOHNSON RD N/.37 N,COLUSA RD	1.19	1.19	2.38	Scrub Seal, Double Chip Seal
JOHNSON ROAD*	0.12M E, STODDARD WELLS RD E/DALE EVANS PKWY	0.66	0.66	1.32	Leveling Course, Double Chip Seal
JOSHUA ROAD	LAS TUNAS DR N/BEAR VALLEY CUTOFF	0.25	0.25	0.50	Leveling Course, Chip Seal
KIOWA ROAD	VAN DUSEN RD N/TUSSING RANCH RD	1.46	0.51	1.97	Chip Seal
OCOTILLO WAY	KIOWA RD E .99M	0.49	0.50	0.99	Chip Seal
Town of Apple Valley Only Roads:					
DALE EVANS PARKWAY*	0.37M N, COLUSA RD N/0.9M	0.00	0.90	0.90	Scrub Seal, Double Chip Seal
JOHNSON ROAD*	0.02M E, STODDARD WELLS RD E/0.10M	0.00	0.10	0.10	Leveling Course (as needed), Double Chip Seal
County Only Roads:					
ARROWHEAD LAKE ROAD	SH173 NE 1.30M	1.30	0.00	1.30	Leveling Course, Chip Seal
ARROWHEAD LAKE ROAD	1.30M N,SH173 N 1.28M(HSP CL)	1.28	0.00	1.28	Leveling Course, Chip Seal
BEAR VALLEY CUTOFF	JOSHUA RD E/SH18	1.71	0.00	1.71	Chip Seal
CENTRAL ROAD	ROUNDUP WY N/ POPPY RD	1.00	0.00	1.00	Chip Seal

DEEP CREEK ROAD	1.41MS,HAPPY VALY WY N/.16M N,OCOTIL	5.92	0.00	5.92	Leveling Course, Double Chip Seal
DEEP CREEK ROAD	.16M N,OCOTILLO WY N/TUSSING RCH RD	0.87	0.00	0.87	Leveling Course, Double Chip Seal
DEL SOL ROAD	MILPAS DR E/LOMA VISTA	0.74	0.00	0.74	Chip Seal
ESTRELLA LANE	.05M E,DEL SOL RD N/DEL SOL RD	0.05	0.00	0.05	Chip Seal
JOSHUA ROAD	WREN ST N/DEL ORO RD	0.50	0.00	0.50	Chip Seal
JOSHUA ROAD	DEL ORO RD N/LAS TUNAS DR	0.50	0.00	0.50	Chip Seal
MILPAS DRIVE	BEG,OIL N/DESERT VIEW	0.51	0.00	0.51	Leveling Course, Chip Seal
MILPAS DRIVE	DESERT VIEW N/SH18 0000	2.02	0.00	2.02	Leveling Course, Chip Seal
MILPAS DRIVE	SH18 N/0077M N,CHAPAROSA DR	1.02	0.00	1.02	Leveling Couse (as needed), Chip Seal
OCOTILLO WAY	CENTRAL RD E/.04M E,VALLEY VISTA AVE	1.53	0.00	1.53	Chip Seal
OCOTILLO WAY	.04M E,VALLEY VISTA AVE E/JAPATUL RD	0.46	0.00	0.46	Chip Seal
OCOTILLO WAY	JAPATUL RD E/BELLVIEW AVE	0.45	0.00	0.45	Chip Seal
ROCK SPRINGS ROAD	0025M E,GLENDALE E/MOJAVE RIVER CL	0.13	0.00	0.13	Leveling Course, Chip Seal
ROCK SPRINGS ROAD	MOJAVE RIVER E/KIOWA RD	1.73	0.00	1.73	Leveling Course (as needed), Chip Seal
ROUNDUP WAY	KIOWA RD E/END,OIL	3.00	0.00	3.00	Leveling Course (as needed), Chip Seal
STODDARD WELLS* ROAD	JOHNSON RD NE/DALE EVANS PKWY	2.21	0.00	2.21	Leveling Course (as needed), Double Chip Seal
TIERRA LANE	END N/DEL SOL ROAD	0.05	0.00	0.05	Chip Seal
TUSSING RANCH ROAD	CENTRAL RD E0009M	0.09	0.00	0.09	Leveling Course, Chip Seal
VAN DUSEN ROAD	.40M W,KIOWA RD E/KIOWA RD	0.40	0.00	0.40	Leveling Course, Chip Seal

Year 2022 Total Miles	32.53	5.11	37.64
Total Project Miles	44.47	7.34	51.81

**Added Roads Year 2022*

EXHIBIT B-1

**ESTIMATE OF PROJECT COSTS
FOR THE TOWN OF APPLE VALLEY AND THE COUNTY OF SAN BERNARDINO
SCRUB SEAL, CHIP SEAL AND OVERLAY PROJECT IN THE APPLE VALLEY AREA**

Central Road and Other Roads

DESCRIPTION	TOTAL COST	COUNTY OF SAN BERNARDINO SHARE	TOWN OF APPLE VALLEY SHARE
Survey, CEQA compliance, construction, inspection, material testing and County overhead	\$5,624,000	\$4,800,000	\$824,000
Total	\$5,624,000	\$4,800,000	\$824,000