



Contract Number

21-544

SAP Number

Public Works

Department Contract Representative	Sundaramoorthy (Sri) Srirajan, P.E., Engineering Manager
Telephone Number	(909) 387-8166
Project	Central Road and Other Roads 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	N/A
Total Contract Amount	\$223,000
Cost Center	6650002000 40608842 44H15088

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (COUNTY) desires to conduct pavement preventative maintenance on certain COUNTY maintained roads in the Apple Valley area; and

WHEREAS, COUNTY and the Town of Apple Valley (TOWN), (COUNTY and TOWN are also each referred to herein as "Party" and collectively as "Parties"), desire to cooperate and jointly participate to apply a chip seal or chip seal and overlay on the existing pavements of shared jurisdiction roads in the TOWN, see Exhibit "A" for 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 44.90 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 TOWN to contract with COUNTY for the maintenance, construction or repair of TOWN streets and roads, if the legislative body of TOWN determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and

WHEREAS, the legislative body of TOWN 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 TOWN's share of PROJECT costs will be financed through its local funds; and

WHEREAS, the estimated total PROJECT cost is \$4,188,000; and

WHEREAS, COUNTY's share of the PROJECT cost is estimated to be \$3,965,000 and the TOWN's share of PROJECT cost is estimated to be \$223,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY and TOWN 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 TOWN for work performed within the TOWN's right-of-way.
- 1.4 Submit to the TOWN an invoice for TOWN's share of the PROJECT cost, which is estimated to be \$223,000, after the PROJECT is completed 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 \$223,000, COUNTY shall notify TOWN before authorizing additional work and receive written permission from the TOWN to perform additional work.

2.0 TOWN 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 TOWN's right-of-way.
- 2.3 Pay its share of the PROJECT cost, which is currently estimated to be \$223,000, 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 all undisputed costs 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 TOWN's acceptance of completed PROJECT, TOWN shall be responsible for performing any and all work (including, but not limited to, maintenance) on TOWN streets in the PROJECT limits that are in the TOWN incorporated area.
- 3.2 TOWN 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 TOWN's negligent acts or omissions which arise from TOWN's performance of its obligations under this Agreement.
- 3.3 COUNTY agrees to indemnify, defend (with counsel approved by TOWN) and hold harmless TOWN 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 TOWN 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 TOWN 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 TOWN 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 TOWN'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 TOWN's jurisdiction prior to the effective date of termination shall be paid by TOWN in an amount not to exceed \$223,000. 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.
- 3.8 Except for the TOWN'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 TOWN 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 TOWN 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 June 30, 2026 (whichever occurs first).
- 3.17 The Recitals are incorporated into the body of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

BOARD OF SUPERVISORS

▶ *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: JUL 13 2021

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
of the County of San Bernardino

By _____



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

By ▶ *Curt Emick*
(Authorized signature - sign in blue ink)

Name Curt Emick
(Print or type name of person signing contract)

Title Mayor

(Print or Type)

Dated: May 25, 2021

Address 14955 Dale Evans Parkway
Apple Valley, CA 92307

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 6/1/2021

Reviewed/Approved by Department

▶ *Brendon Biggs*
Brendon Biggs, Director

Date 6-2-21

BOARD OF SUPERVISORS

Town of Apple Valley

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

Curt Hagman, Chairman, Board of Supervisors

By (Authorized signature - sign in blue ink)

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

Name Curt Emick (Print or type name of person signing contract)

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

Title Mayor (Print or Type)

By Deputy

Dated:

Address 14955 Dale Evans Parkway Apple Valley, CA 92307

FOR COUNTY USE ONLY

Approved as to Legal Form

Suzanne Bryant, Deputy County Counsel

Reviewed for Contract Compliance

Andy Silao, P.E., Engineering Manager

Reviewed/Approved by Department

Brendon Biggs, Director

Date June 1, 2021

Date

Date

EXHIBIT A

**FOR THE TOWN OF APPLE VALLEY AND THE COUNTY OF SAN BERNARDINO
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
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
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 Couese (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
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		28.47	2.26	30.73	
Total Project Miles		40.41	4.49	44.90	

EXHIBIT B

**ESTIMATE OF PROJECT COSTS
FOR THE TOWN OF APPLE VALLEY AND THE COUNTY OF SAN BERNARDINO
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	\$4,188,000	\$3,965,000	\$223,000
Total	\$4,188,000	\$3,965,000	\$223,000