



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** April 8, 2014

From: Brad Miller, Town Engineer **Item No:** 6
Engineering Department

Subject: AWARD CONTRACT FOR PROFESSIONAL ENGINEERING AND DESIGN
SERVICES FOR THE TOWN WIDE CLASS 2 BIKE LANE UPGRADE PROJECT

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

1. Award a contract to Hall & Foreman, Inc. for Professional Engineering and Design Services in the amount of \$55,500, subject to "Approval as to Form" by the Town Attorney and "Approval as to Content" by the Town Manager.
2. Authorize the Town Manager to utilize the remaining \$4,500 in the project's budget to cover the cost of any other unforeseen incidentals relating to the completion of this phase of the project.

SUMMARY:

Last year the Town applied for, and in November was awarded, a Highway Safety Improvement Program (HSIP) grant in the amount of \$405,900, which represents the Federal match of the estimated \$518,600 total project cost. The project entails bringing all the Town's Class 2 bike lanes up to current standards, consistent with the Manual on Uniform Traffic Control Devices (MUTCD). The Town budgeted \$60,000 in LTF funds this fiscal year for this phase of the project which is to perform preliminary engineering, environmental services, and final design for the project.

BACKGROUND:

The project includes upgrading Class 2 Bike Lane signs, and markings at 131 intersections, system wide, and the pavement widening at four signalized intersections on Apple Valley Road in order to extend the Class 2 bike lanes through the intersections. Motorists and cyclists traveling along Class 2 bike lanes essentially “share the road”. Class 2 bike lanes are typically located along our major arterials, and it is the goal of the project to enhance awareness of both motorists and bicyclists of the lanes each travel and share. The Project will replace /add 549 regulatory bike lane signs, and 704 bicycle symbol and arrow markings in conformance with the current MUTCD guidelines which will help educate all drivers and enhance traffic safety.

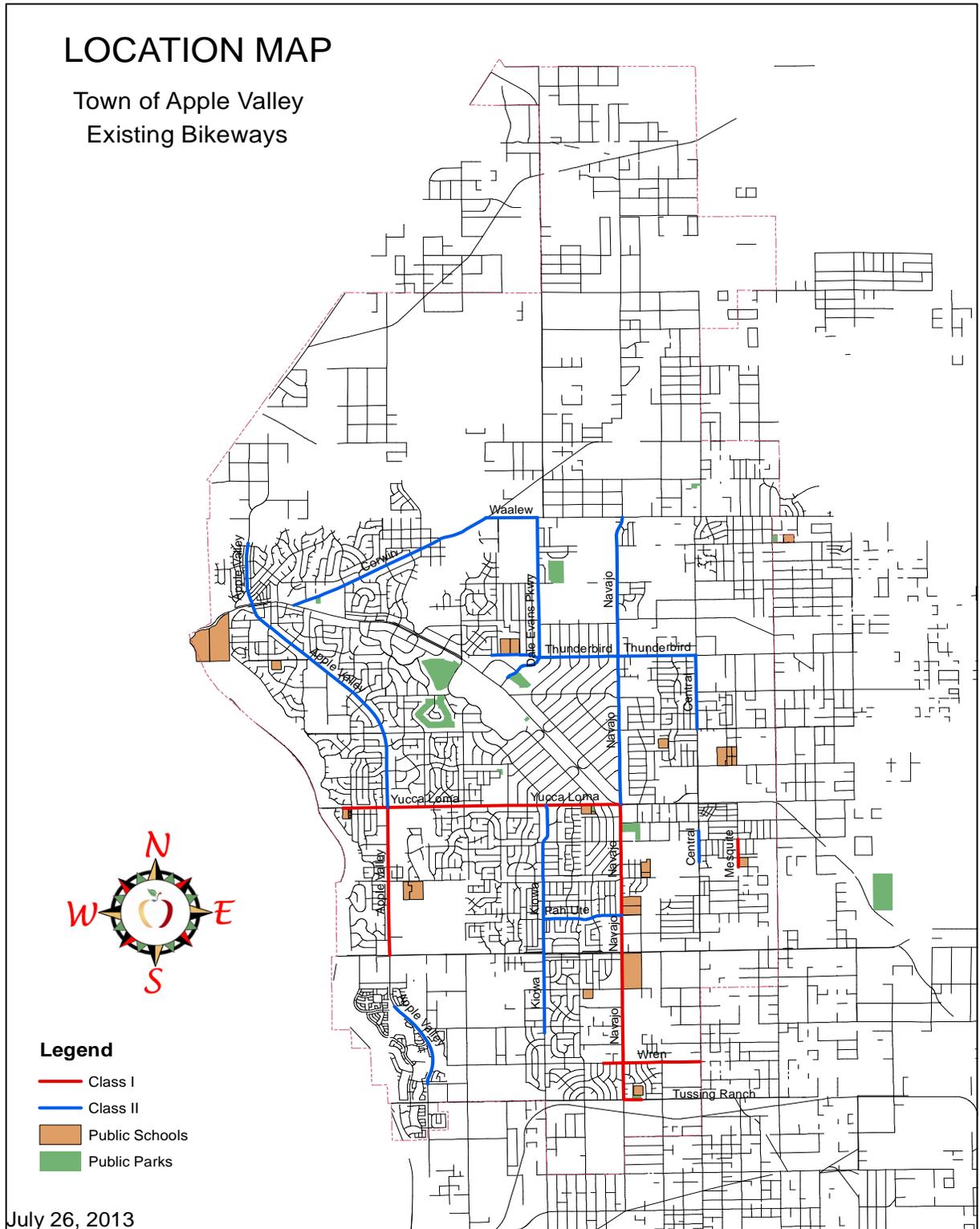
Town Staff solicited proposals from three qualified Engineering firms with traffic engineering expertise to perform the environmental and engineering design phase of the project. Hartzog & Crabill, Inc., a traffic engineering company, respectfully declined to submit a proposal, but staff received responses from both Hall and Foreman, Inc. and Merrill Johnson Companies. Hall and Foreman and Merrill Johnson have teamed up together and submitted one proposal. Rob Kilpatrick, who represents Hall and Foreman, Inc. is a licensed Traffic Engineer and is the team’s leader. Merrill Johnson Companies is listed as a sub consultant to add their technical Civil Engineering design expertise to the project by providing surveying, geotechnical and materials testing. Both companies are local and are qualified to perform the work requested for the project.

FISCAL IMPACT:

This phase of the project is included in this current year’s budget in the amount of \$60,000 utilizing LTF funds.

LOCATION MAP

Town of Apple Valley
Existing Bikeways



TOWN OF APPLE VALLEY
PROFESSIONAL SERVICES AGREEMENT

PARTIES AND DATE.

This Agreement is made and entered into this 9th day of April, 2014 by and between the Town of Apple Valley, a municipal corporation organized under the laws of the State of California with its principal place of business at 14955 Dale Evans Parkway, Apple Valley, California 92307 (“Town”) and Hall & Foreman, Inc., a corporation with its principal place of business at 14297 Cajon Avenue, Suite 101, Victorville, California 93293-2335 (“Consultant”). Town and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Civil Engineering and Land Surveying services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

2.2 Project.

Town desires to engage Consultant to render such services for design services to upgrade all of the Class II bike lanes in the Town to current California Manual of Traffic Control Devices (CA MUTCD) standards project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Civil Engineering and Land Surveying consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services

shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from April 9, 2014 to December 25, 2014, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should

one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Robert Kilpatrick.

3.2.5 Town's Representative. The Town hereby designates Richard Pedersen, Deputy Town Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Town's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Robert Kilpatrick, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any

employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Town, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Town to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be canceled except after thirty (30) days, except 10 days notice for non-payment, prior written notice by mail, has been given to the Town; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Town, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. Consultant shall guarantee that, at the option of the Town, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Town.

3.2.10.8 Verification of Coverage. Consultant shall furnish Town with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Town if requested. All certificates and endorsements must be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the Town, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Twenty One Thousand and Six Hundred dollars (\$21,600.00) without written approval of Town's Town Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Town a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Town shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Town's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Town shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of Town, and shall not be used in whole or in substantial part by Consultant on other projects without the Town's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Town reproducible copies of all Documents & Data, in a form and amount required by Town. Town reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Town at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Town upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Town any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Town upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention

period, Consultant shall make a reasonable effort to notify Town and provide Town with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Town.

3.5.3 Right to Use. Town shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Town's sole risk. If Town uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Town upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Town of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of Town, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use

Town's name or insignia, photographs of the Project, or any publiTown pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Hall & Foreman Inc. □ 14297 Cajon Avenue, Suite 101

Victorville, CA 92392

Robert Kilpatrick, PE/TE

Project Director/Associate

Town:

Town of Apple Valley

14955 Dale Evans Parkway

Apple Valley, California 92307

Brad Miller, Town Engineer

Engineering Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold the Town, its directors, officials, officers, and

employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any negligent or reckless acts, errors, or omissions or the willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation reasonable attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 Town's Right to Employ Other Consultants. Town reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. 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 calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. 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.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. 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.

3.6.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Town's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE
TO
TOWN OF APPLE VALLEY
PROFESSIONAL SERVICES AGREEMENT

TOWN OF APPLE VALLEY

Hall & Foreman, Inc.

By: _____

By: _____

Brad Miller
Town Engineer

ATTEST:

Ms. La Vonda M. Pearson, Town Clerk

APPROVED AS TO CONTENT:

Frank Robinson, Town Manager

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

John Brown, Town Attorney

EXHIBIT “A”

PROPOSAL

(SCOPE OF SERVICES, SCHEDULE OF SERVICES, COMPENSATION AND RELEVANT EXPERIENCE)

EXHIBIT 'A'
Class 2 Bike Lane Upgrade System Wide Project

Project Understanding

The Town of Apple Valley has successfully obtained Highway Safety Improvement Program (HSIP) funding for bicycle safety improvements which includes upgrades to the Class II bike lanes town-wide. This was an application that was submitted to upgrade all of the Class II bike lanes in the Town to current California Manual of Traffic Control Devices (CA MUTCD) standards. As a part of the town-wide bike lane upgrades, the project also involves the reconstruction of right turn lanes to accommodate the upgraded bike lanes at four signalized intersections on Apple Valley Road. These intersections have exclusive right turn lanes, however the width of the turn lanes will not accommodate a striped bike lane and will require some widening improvements. This has been identified as Part A of the project, and the intersections are outlined as follows;

- Apple Valley Road and Mondamon Road
- Apple Valley Road and Mandan Road
- Apple Valley Road and Seneca Road
- Apple Valley Road and Shoshonee Road

In addition to the intersection improvements, Part B of the project involves upgrading all 23 miles of Class II bike lanes throughout the Town. The upgrades will involve having the striping, legends, and signage meet the current CA MUTCD standards. The identified roadway segments are outlined as follows;

1. Apple Valley Road (including the four identified intersections)
 - a. South of Town Center Drive
 - b. Yucca Loma Road to Ohna Road
2. Corwin Road – Highway 18 to Waalew Road
3. Waalew Road – Corwin Road to Dale Evans Parkway
4. Dale Evans Parkway – North of Highway 18 to Waalew Road
5. Thunderbird Road – Rancherias Road to Central Road
6. Navajo Road – Highway 18 to Waalew Road
7. Central Road
 - a. Ramona Road to Thunderbird Road
 - b. Nisqually Road to north of Ojai Road
8. Kiowa Road – Bear Valley Road to Yucca Loma Road
9. Pahute Road – Kiowa Road to Navajo Road

Since this project is being funded by FHWA/Caltrans, the Town will need to prepare the Request for Authorization forms and obtain Environmental clearances for the project. HFI has experience in the preparation and processing of the necessary forms, and can assist the Town in the preparation of the necessary Request for Authorization (RFA)/E-76 forms for processing with Caltrans Local Assistance.

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HFI has developed a scope-of-work that will accomplish the goals for the Town of Apple Valley for the project. In addition, HFI has identified optional tasks for the preparation of the RFA forms and to provide support to the Town in the construction management and preparation of the Caltrans Project Completion forms.

HFI has extensive bicycle and traffic design project experience, which is reflected in our approach to this project.

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Work Plan Project Approach

HFI's management approach is based on a proactive plan that originates with our proposal and is initiated with the Notice to Proceed. HFI's Management Plan will communicate to the project team members the organization and communication procedures, task descriptions and assignments, schedule requirements, cost and resource budgets, project data, design guidelines, and procedures.

One of the key steps in preparing a useful management plan is the development of a detailed work plan. To develop this plan, meetings are held with members of the project team to clearly identify the multiple activities required to complete the project or assignment. These activities will include not only specific project tasks, but also agency reviews and approvals, quality control processes, and milestones for deliverables. Assignment of responsibilities for each activity is also designated. In developing a detailed project plan, many of the potential project constraints are identified, ways to expedite the project or process are developed, and the avenues of communication among team members are increased at this initial stage.

Scope of Work

HFI has developed a Scope-of-Work that is focused on accomplishing the goals of the Town of Apple Valley for this project. HFI's extensive experience in street improvement and traffic signal projects, as well as our infrastructure and traffic engineering experience, is reflected in our approach to this project.

The following represents our approach to the project and Scope of Work:

PART 1 - Project Management/Meetings

This task includes the various project meetings and public outreach program necessary as the work progresses.

The work under this task specifically includes:

1.1 Project Administration/Scheduling

To ensure a successful project launch, HFI will prepare a project work plan and schedule.

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1.2 Project Meetings

HFI will organize and conduct project meetings as the work progresses.

1. Kick-off meeting
2. Preliminary (30% Plans) Design Review
3. 50% Design Review
4. 90% Design Review

All meetings would be held at Town of Apple Valley offices as needed.

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PART 2 – Preliminary Engineering

Task 1 - Design Surveying

HFI will conduct the design surveying necessary for the final engineering work at the four identified intersections on Apple Valley Road (as identified as Part A of the project). Topographic base maps will be produced by ground survey methods. The base maps will identify all existing street improvements, drainage structures, fire hydrants, utility facilities, landscaping (trees), signs, street lights, and other appurtenant improvements in the project area.

HFI's survey crew will conduct site visits to gather data and details needed for the intersection designs for the project. Typical cross sections will be at 50' (fifty foot) intervals, and shall include but not be limited to: top of curb, flow line, edge of gutter, edge of pavement, lane lines, centerline, curb medians, angle points and curb returns. The latitudinal limits of the survey will be within street right-of-ways, while longitudinal limits will extend 200' (two hundred feet) past the intersections unless otherwise specified.

All elevations shall be referenced to the closest found Town and County benchmark. Design cross sections shall be plotted using a 1:4 vertical and a 1:40 horizontal scale at 50' intervals to depict proposed and existing elevations and cross slopes.

Task 2 – Existing Bike Lane Field Review

For the preparation of the Signing and Striping Plans (as identified as Part B of the project) for the bike lane upgrades, HFI's staff will conduct site visits to gather data and details needed. This work effort includes conducting an inventory of the existing signage and bike lane striping along the identified roadway segments. This will be the basis for the preparation of the final signing and striping plans for the bike lane upgrades.

Task 3 - Base Map/Utility Search

A base map at a scale of 1" = 40' will be prepared for the four identified Apple Valley Road intersections (as identified as Part A of the project) to present existing topography, right-of-way/property ownership/land use, and utilities. The base map will be used for the preliminary and final engineering.

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HFI will also conduct a utility search of the existing utilities in the project area. The following is a list of the representative utility companies which will be contacted:

- Southern California Edison (SCE) Company
- Southwest Gas Company
- Verizon Telephone
- Charter Cable (cable TV)
- Town of Apple Valley (Sewer)
- Apple Valley Ranchos Water Company (Water)

HFI will provide research to complete any removals, relocation, or adjustment to any existing utility facilities where conflicts may be anticipated. Since the proposed roadway improvements will involve a "sliver widening" along the existing right turn lanes, it is not anticipated that there would be any conflicts with utilities that would necessitate any sub-surface pot holing.

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Task 4 – Preliminary Plans

HFI will prepare the Preliminary Improvement Plans for the needed intersection improvements at the four identified intersections on Apple Valley Road (as identified as Part A of the project). Work under this task is the preparation of the conceptual geometric plans, which represents a 30% design, prepared from the base map (Task 3). The geometric layout of the proposed improvements of the right turn lanes at the four intersections will be designed in accordance with the CA MUTCD standards. The preliminary plans will be presented to Town staff prior to the preparation of the final improvement plans to assure that the Town's goals for the proposed widening is accomplished.

Task 5 – Environmental Documents/Forms

With the assistance of **RCA Associates**, the needed Environmental Clearances for the processing of the Request for Authorization to Proceed with Construction as presented in the Caltrans Local Assistance Procedures Manual will be obtained. As a part of this process is the preparation of any of the necessary Environmental Reports and Studies that would follow CEQA and NEPA requirements for obtaining the NEPA Categorical Exception approvals from Caltrans. Since the project is being constructed in existing Town right-of-way and the project will not involve disturbing any native grounds or vegetation, it is our intent to get the environmental approvals with a Categorical Exclusion (CE), without the preparation of a Natural Environmental Study.

With the assistance of RCA Associates, HFI will prepare and process the needed Environmental Forms with Caltrans Local Assistance:

1. Field Review Form (Exhibit 7-B). We will set-up the field meeting and coordinate with Caltrans Local Assistance necessary for the preparation of the field review form.
2. Preliminary Environmental Study (PES) Form (Exhibit 6-A). We will prepare the necessary PES Form.
3. Area of Potential Effects (APE) Map. Will prepare the APE Map necessary as a part of the approval of the PES.
4. Preparation and processing of the Categorical Exclusion Checklist (Exhibit 6-E)

The goal for the project is to obtain a Categorical Exclusion (CE) without the preparation of a Natural Environmental Study. Based on this type of project, the Caltrans Local Assistance Engineer could make this determination. If the Caltrans Local Assistance Engineer and/or the Caltrans Environmental Coordinator determine that an NES is required, the scope of work for this effort is presented below.

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PART 3 – Final Engineering

Task 1 - Improvement Plans

Work under this task is the preparation and processing of the engineering plans for the proposed improvements that include the intersection improvements (Part A) and the signing and striping plans for the bike lane upgrades (Part B). The plans will be prepared in accordance with Town of Apple Valley and current California Manual of Uniform Traffic Control Devices (CA MUTCD) requirements. The plans will be processed for approval with the submittal of the 50%, and 90% reviews. This will allow for Town Staff's input in the design and review of the plans. The improvement plans will include the following:

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1.1 – Intersection Improvement Plans

HFI will prepare and process the street/intersection improvement plans for the project. The plans will include the widening's of the right turn lanes at the four identified intersections on Apple Valley Road (as identified as Part A of the project). In addition, the plans will include the reconstruction of the existing drainage swales along the edge of pavement and the removal and reconstruction of any existing driveway approaches that may be located within the proposed right turn lanes.

1.2 - Signing and Striping Plans

HFI will prepare and process the striping and signing plans for the bike lane upgrades (as identified as Part B of the project). The plans will be prepared to assure that the bike lane striping, legends, and signage be upgraded on all of the bike lanes segments. Particular attention will be made for the upgraded bike lane legends and signage at all of the intersections along the bike lane segments. The plans will be prepared in accordance with the current CA MUCTD requirements.

1.3 – Erosion Control Plans

HFI will prepare and process the Erosion Control Plans for the project. The plans will be prepared in accordance with the Town of Apple Valley requirements. The plans will include any necessary Best Management Practices (BMP's) that would be applicable to the project. Based on the minimal land disturbance, a formal SWPPP report will not be needed.

Task 2 - Cost Estimates, Special Provisions, and Bid Documents

Work under this task includes the preparation of final cost estimates and special provisions for the project. A Bidding Schedule, Special Provisions, and Bid Documents will be prepared according to the Town's specification requirements. Work in this task includes the preparation of the Bid Documents, which includes:

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- Prepare Bid Documents, including the General and Special Provisions.
- Prepare Bid Summary and Engineer's Estimate.

Upon completion of the improvement plans and specifications, HFI will deliver to the Town:

1. Reproducible mylars of the project plans, signed.
2. One unbound copy of Specifications and Contract Documents, signed and sealed.
3. Two stapled copies of plans and two bound copies of Specifications and Contract Documents ready for Bidding.
4. One copy of the final Engineers Estimate of Probable Costs.
5. One electronic copy of the Plans, Specifications and Contract Documents in PDF and Microsoft Word formats.

Task 3 - Utility Coordination

HFI will coordinate with the identified Utility Companies for any needed utility preservation or relocations. HFI will prepare a log of all contact with the Utility Companies.

PART 4 – Construction Engineering

Task 1 – As-Built Plans

Upon the completion of the construction, HFI will prepare the As-Built plans for the project. Work under this task will be conducted on a Time and Materials Basis within the fee as presented.

PART 5 – Optional Tasks

Task 1 – Geotechnical Investigation/Pavement Design – Optional Task

HFI has teamed with **Merrell Johnson Companies** to provide any needed geotechnical services in support of this project. The proposed road improvements at the four identified Apple Valley Road intersections involve some "sliver widening" to widen the right turn lanes. Since the widening is minor in

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nature the pavement sections for the improvements could come from the recommendations off of the Apple Valley Road widening project plans. As such a formal Geotechnical Investigation/Pavement Design may not be necessary.

If the Town desires to prepare a new Geotechnical Investigation /Pavement Design, the geotechnical investigation will include field investigation and exploration work to obtain representative soil samples and pavement corings for use in performing soil testing and report preparation for the geotechnical analysis of the subsurface materials relating to all project excavations and subgrade preparation for the needed intersection improvements at the four identified intersections on Apple Valley Road (as identified as Part A of the project). In preparation for the field exploration, Merrell Johnson will notify Underground Service Alert (USA) at least 48-hours prior to commencing the fieldwork to locate known underground utilities or services where drilling geotechnical borings.

This field exploration will consist of one (1) hollow-stem auger borings drilled within at each right turn lane widening location to minimize impact on existing traffic. The borings will extend to at least 5 feet below proposed street subgrade to allow for proper evaluation of existing subgrade soil conditions. At minimum, driven "California" ring-lined samples and/or Standard Penetration Test (SPT) will be taken at subgrade level and 3 feet below existing pavement. Bulk soil samples will also be collected from these borings and transported to the laboratory for further testing. Where needed, traffic control will be provided in accordance with the W.A.T.C.H manual. The borings will be backfilled with the excavated soils and pavement will be patched at the surface with perma patch asphalt mix.

Laboratory tests will be performed on selected, representative soil samples to determine pertinent engineering properties. Tests may include insitu moisture/density, sieve analysis, collapse potential, expansion potential, maximum dry density/optimum moisture content, R-value, and sand equivalent. Additional testing of sub surface soils will be performed to determine the recommended pavement thickness design for pavement replacement sections.

Geotechnical data analyses will consist of review of existing in-house data and analyses of the collected data by the Geotechnical Engineer. Merrell Johnson will prepare a report (5 copies signed by California GE) summarizing the findings and conclusions of the exploration and provide geotechnical parameters for the design and construction of the proposed improvements

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Task 2 – Drainage Study – Optional Task

If needed HFI will prepare a Drainage Study to address any potential drainage impacts, and present recommendations for any proposed drainage facilities for the needed intersection improvements at the four identified intersections on Apple Valley Road (as identified as Part A of the project). As presented the proposed road improvements at the four identified Apple Valley Road intersections involve some “sliver widening” to widen the right turn lanes. Since the widening is minor in nature it would be the intent to reconstruct the existing drainage swales along the edge of pavement with minimal disruption. As such a formal Drainage Study may not be necessary.

Task 3 – Preparation of Natural Environmental Study (NES) - Optional Task

With the assistance of **RCA Associates**, the needed Environmental Clearances for the processing of the Request for Authorization to Proceed with Construction as presented in the Caltrans Local Assistance Procedures Manual will be obtained. As a part of this process is the preparation of any of the necessary Environmental Reports and Studies that would follow CEQA and NEPA requirements for obtaining the NEPA Categorical Exception approvals from Caltrans. Since the project is being constructed in existing Town right-of-way and the project will not involve disturbing any native grounds or vegetation, it is our intent to get the environmental approvals with a Categorical Exclusion (CE), without the preparation of a Natural Environmental Study.

If needed, we will utilize the services of RCA Associates to prepare the Natural Environmental Study (NES) report and supporting Biological Survey. This task includes the following work effort:

A. Literature Review:

RCA Associates will conduct a literature review to determine if there are any existing records of listed and/or sensitive plant and wildlife species occurring on or in the vicinity of the four identified intersections on Apple Valley Road. This task will include a review of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory (CNPSEI), and the US Fish and Wildlife Service Critical Habitat Portal for relevant information. In addition, biological information included in reports previously prepared for this project or adjacent projects (if available) will be reviewed. A Biological Study Area Map (BSA) will be created to identify the study area to be analyzed in the NES (MI).

B. Site Visit:

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After conducting the literature search, biologists familiar with the resources associated with the project vicinity will conduct a site visit. All plant communities on the project site will be surveyed and mapped. A qualitative description, including the type of vegetation communities and relative extent of these communities will also be provided for all areas of the project site. The biologists will document the presence of common and sensitive biological resources on the project site. The field survey will catalog resources present on the site at the time of the survey, and will focus primarily on determining the presence or potential presence of federally or state-listed or otherwise sensitive plant and wildlife species and sensitive habitats. If focused surveys for sensitive species are required, based on site conditions, RCA Associates would be pleased to provide these services under a separate cost and scope of work.

The habitat assessment will include a general analysis of any potential wetlands/waters of the United States subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE) under section 404 of the Clean Water Act (CWA) or any lakes or streambeds subject to the California Department of Fish and Wildlife (CDFW) jurisdiction under Section 1600 et seq. of the CDFW Code are present on site. Potential jurisdiction under the Regional Water Quality Control Board (RWQCB) will also be assessed during the

survey. If a formal jurisdictional determination and/or wetland delineation are required due to the presence of wetlands/waters, RCA Associates would be pleased to provide this service under a separate scope of work and cost.

The results of the survey will be recorded on standardized data sheets, and photographs will be taken to document the current conditions of the project site and vicinity. Comprehensive lists of all species of plants and animals observed during the survey will be recorded.

C. NES (MI) Letter Report:

After the site visit, RCA Associates will prepare a Caltrans NES (MI) report which will include the following sections: (1) Summary, (2) Introduction, (3) Study Methods, (4) Environmental Setting, (5) Project Impacts, (6) Mitigation Measures, (7) Permits Required, (8) References, and (9) Appendix, according to the most recent template available on the Caltrans website. The report will summarize the results of the site visit and will include current photographs and maps documenting site conditions and the locations of any sensitive species and communities found present. A list of plant and animal species encountered during the site visit will be included. Any sensitive species or communities that have the potential to occur or are present on the site will be discussed. The report will identify whether any areas on the site are potentially under USACE, RWQCB, and/or CDFW jurisdiction. The report will include up to four graphics including a vicinity map, biological resources map, and photographs of the site. The report will contain 5 - 7 pages of text and tables, and up to 15 pages of appendices.

Task 4 – Traffic Control Plans – Optional Task

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HFI will prepare and process the traffic control plans for the project. The traffic control plans will be specific for the proposed widenings at the four identified Apple Valley Road intersections. The plans will be prepared in accordance with Town of Apple Valley and current CA MUCTD requirements.

Task 5 - HSIP Request for Authorization Forms - Optional Task

If requested, HFI can assist in prepare and process the necessary forms with Caltrans Local Assistance the Request for Authorization to Proceed with Construction (E-76) with Caltrans Local Assistance. Once the plans and specifications are completed (Tasks 1 and 2 above), the Request to Proceed with Construction (E-76) forms can be prepared.

The Request for Authorization to Proceed with Construction forms includes:

- Cover Page/Checklist (Exhibit 3-D)
- Request for Construction Authorization Data Sheet
- Completed Finance Letter
- Completed Field Review Form
- Environmental Documentation
- Right-of-way Certification (see below)
- P,S,&E Package and Certification (Task 1 and 2 above)
- Local Agency Construction Contract Administration Checklist

In addition, HFI will assist the Town in obtaining the right-of-way clearances from Caltrans for the project. Work in this task will include the coordination with utility the applicable companies for the preparation of the Caltrans Right of Way Forms (Exhibit 13A or 13B), Right of Way Data Sheet (Exhibit 4-EX1), Right of Way Exhibits (Exhibit 4-EX5), Caltrans Exhibits 14A and 14B, and the applicable Utility Agreement for the Utility work.

Task 6 - Construction Management Services – Optional Task

If requested, HFI can conduct or assist the Town of Apple Valley staff in the processing of the bid and construction process. This includes the attendance to the pre-bid conference and to assist the city in the reviewing of the bids and the construction inspection/observation. Including the preparation of any necessary bid addendums and processing of change order requests.

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As presented, HFI is very familiar with the Caltrans and FHWA requirements for construction projects.

HFI, with the assistance of **Merrell-Johnson Companies**, will provide project management services, construction inspection, construction surveying services, and coordination with the Town of Apple Valley staff, property owners and residences and other agencies. Work would be billed on a Time and Materials basis, and would include the following elements as needed and/or requested:

A – Bid Process

Perform Peer/Constructability review of project Plans and Specifications

- Perform any design revisions necessary to the construction drawings
- Prepare Bid Packages. Including printing.
- Coordinate bid process with Town Clerk's office.
- Attend Pre-Bid Meeting at Town.
- Respond to Contractor Comments and prepare any necessary Bid Addendums.
- Attend Bid Opening Meeting at Town.
- Review bids and verify recommendation for Bid Award.
- Prepare Bid Summary.
- Prepare Notice of Award Resolution for Town Council approval.
- Attend Town Council Meeting for Bid Award.
- Prepare Notice of Award.

B – Bid Award Package

Upon the bid award of the project, HFI will prepare and process the Bid Award Package with Caltrans Local Assistance.

The Bid Award Package to Caltrans includes but is not limited to:

- Cover Page/Construction Contract Administration Checklist (Exhibit 15-A)
- Local Agency Bid Opening Checklist
- Updated Finance Letter
- Detail Estimate and Detail Estimate Summary
- DBE Certifications (from Contractors)
- Contract Award Checklist
- RE's Checklist

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C - Construction Inspection

- Assist in quality assurance to achieve conformance with contract documents.
- Provide photographs of daily work and maintain project logs for daily progress of construction work.
- Provide shop drawing reviews and notification log book.
- Attend meetings with Town to discuss project activities, review progress, schedule, and budget.
- Coordinate with Town and public utility agencies during construction.
- Log, review, and provide responses to contractor Requests for Information.
- Log, review, and respond to Contractor material submittals.
- Clarify construction changes and irregularities.
- Negotiate, prepare and process change orders and extra work orders.
- Monitor Contractor Labor Compliances and conduct required field Interviews of Contractor Employees.
- Review and verify progress and final payment request by contractor, and make recommendations for payment, revisions, or denials.
- Review certified payroll submittals from contractor and subconsultants.
- Review project Federal documentation and prepare documents as required for funding requests and labor compliance.
- Prepare and process progress Invoices to Caltrans for payment.
- Resolve business and residence complaints during construction.
- Assist Town staff in responding to Town "Hot Line" issues.
- Monitor compliance with NPDES permits & construction erosion control requirements.
- Monitor contractor compliance with public / traffic safety controls.
- Prepare and administer any Caltrans pre, mid, and post construction audits.
- Field review completed project construction and create punch list.

D - Project Completion

After construction of the project, HFI will conduct the following:

- Complete project close out including acceptance of work, release of retention, completion of final revisions, release of bonds, etc.
- Prepare Final Balancing Change Order.
- Prepare As-Built Plans.
- Prepare Caltrans Final Completion Package (as outlined below).
- Process Final Invoice with Caltrans.
- Respond to any comments and requests from Caltrans for the Completion Package.
- Attend final Caltrans or FHWA audit for the project if called upon.

During and after construction of the project, HFI will prepare and process the Project Completion Forms with Caltrans Local Assistance. This is an important task in the project to assure the reimbursement by Caltrans of the construction payments.

The Final Completion Package to Caltrans includes but is not limited to:

- Cover Page/Expenditures Checklist (Exhibit 17-D)

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- Final Finance Letter
- Final Detail Estimate and Detail Estimate Summary
- Change Order Summary
- Final DBE Certifications (from Contractors)
- Materials Certifications
- Final Inspection Form

EXHIBIT 'B'	
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Part 1 - Project Management/Meetings	
Task 1.1 - Project Administration / Scheduling	\$ 2,500.00
Task 1.2 - Project Meetings	\$ 4,000.00
Subtotal	\$ 6,500.00
Part 2 - Preliminary Engineering	
Task 1 - Design Survey	\$ 6,000.00
Task 2 - Existing Bike Lane Field Review	\$ 1,500.00
Task 3 - Base Map / Utility Search	\$ 3,000.00
Task 4 - Preliminary Plans	\$ 2,500.00
Task 5 - Environmental Documents / Forms	\$ 3,500.00
Subtotal	\$ 16,500.00
Part 3 - Final Engineering	
Task 1.1 - Intersection Improvement Plans	\$ 6,500.00
Task 1.2 - Signing and Striping Plans	\$ 15,000.00
Task 1.3 - Erosion Control Plans	\$ 2,000.00
Task 2 - Cost Estimates, Special Provisions, Bid Docs.	\$ 3,000.00
Task 3 - Utility Coordination	\$ 2,000.00
Subtotal	\$ 28,500.00
Part 4 - Construction Engineering	
Task 1 - As-Built Plans	\$ 2,000.00
Subtotal	\$ 2,000.00
Reimbursable Expenses (Mileage / Printing)	\$ 2,000.00
Project Total	\$ 55,500.00
Part 5 - Optional Tasks	
Task 1 - Geotechnical Investigation / Pavement Design	\$ 8,000.00
Task 2 - Drainage Study	\$ 1,500.00
Task 3 - Preparation of Natural Environmental Study (NES)	\$ 8,400.00
Task 4 - Traffic Control Plans	\$ 2,000.00
Task 5 - HSIP Request for Authorization Forms	\$ 3,800.00
Task 6 - Construction Management Services	\$ 25,600.00
Subtotal	\$ 49,300.00
Project Total Including Optional Tasks	\$ 104,800.00