



# TOWN OF APPLE VALLEY

## TOWN COUNCIL STAFF REPORT

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

**From:** Brad Miller, Town Engineer                      **Item No:** 7  
Engineering Department

**Subject:** AWARD CONTRACT FOR PROFESSIONAL ENGINEERING AND DESIGN  
SERVICES FOR THE DALE EVANS PARKWAY REALIGNMENT PROJECT

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

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### RECOMMENDED ACTION:

Award a contract to Hall & Foreman, Inc. for Professional Engineering and Design Services in the amount of \$79,500, subject to "Approval as to Form" by the Town Attorney and "Approval as to Content" by the Town Manager.

### SUMMARY:

A Request for Proposals (RFP) for design services was issued for the Dale Evans Realignment Project. Staff received 1 proposal from Hall and Foreman, Inc. who has teamed with Merrill Johnson to provide for these services.

### BACKGROUND:

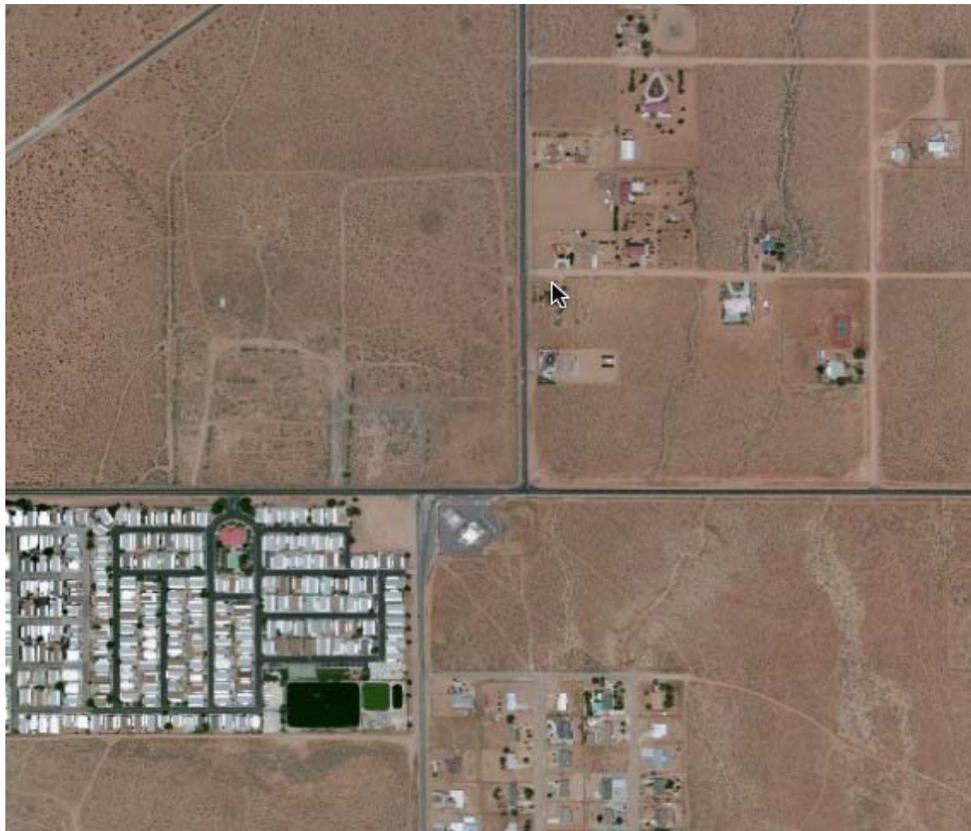
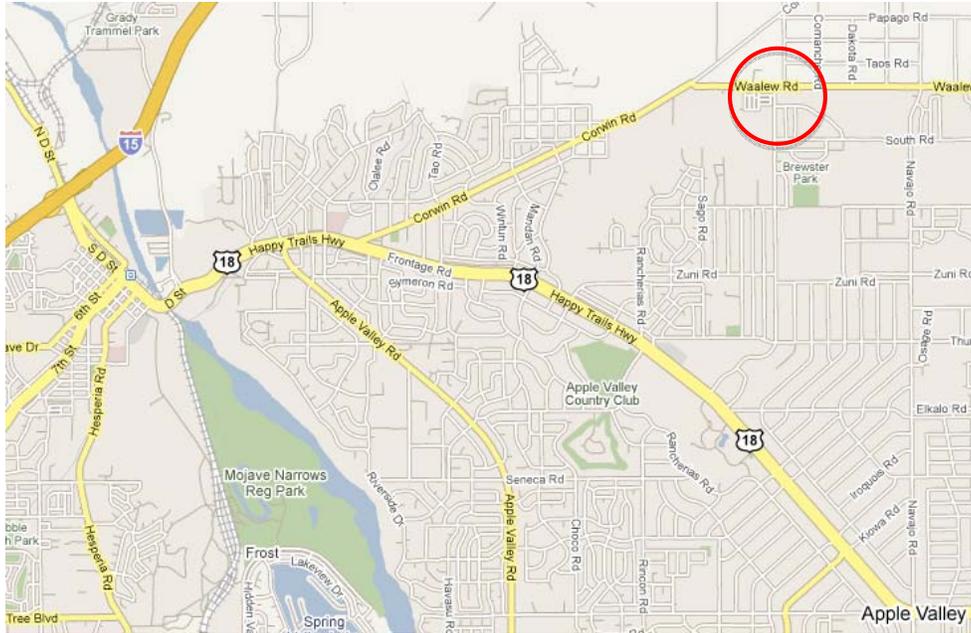
Currently, there exists an offset at Dale Evans Parkway and Waalew Road. This offset was created due to corrections required when surveying section lines to create Townships throughout Southern California. This offset at the section lines also affected Navajo Road, and Central Road where they intersect with Waalew Road. These two roads have sweeping curves on the south side of Waalew Road so that the north legs and the south legs align at the intersection of Waalew Road. In the case of Dale Evans Parkway, this adjustment was not created prior to the Town's incorporation and as a result there is an offset of several hundred feet. A few years ago, several workshops were held with public outreach. The Planning Commission determined that because of existing development on the south side of Waalew Road, the alignment would need to occur on the north side of Waalew Road. The Council approved and adopted, through the Circulation Element update process, the proposed alignment.

Town Staff solicited proposals to perform the environmental and engineering design phase of the project. Staff received responses from both Hall and Foreman, Inc. and Merrill Johnson Companies. Instead of submitting separate proposals, they chose to team together and submit one proposal. Rob Kilpatrick, who represents Hall and Foreman, Inc. is a licensed Traffic Engineer and is the team's leader. Merrill Johnson Companies, listed as a subconsultant, has added their technical expertise to the project by providing surveying, geotechnical and preliminary drainage studies. Both companies are locally established and are qualified to perform the work requested for the project.

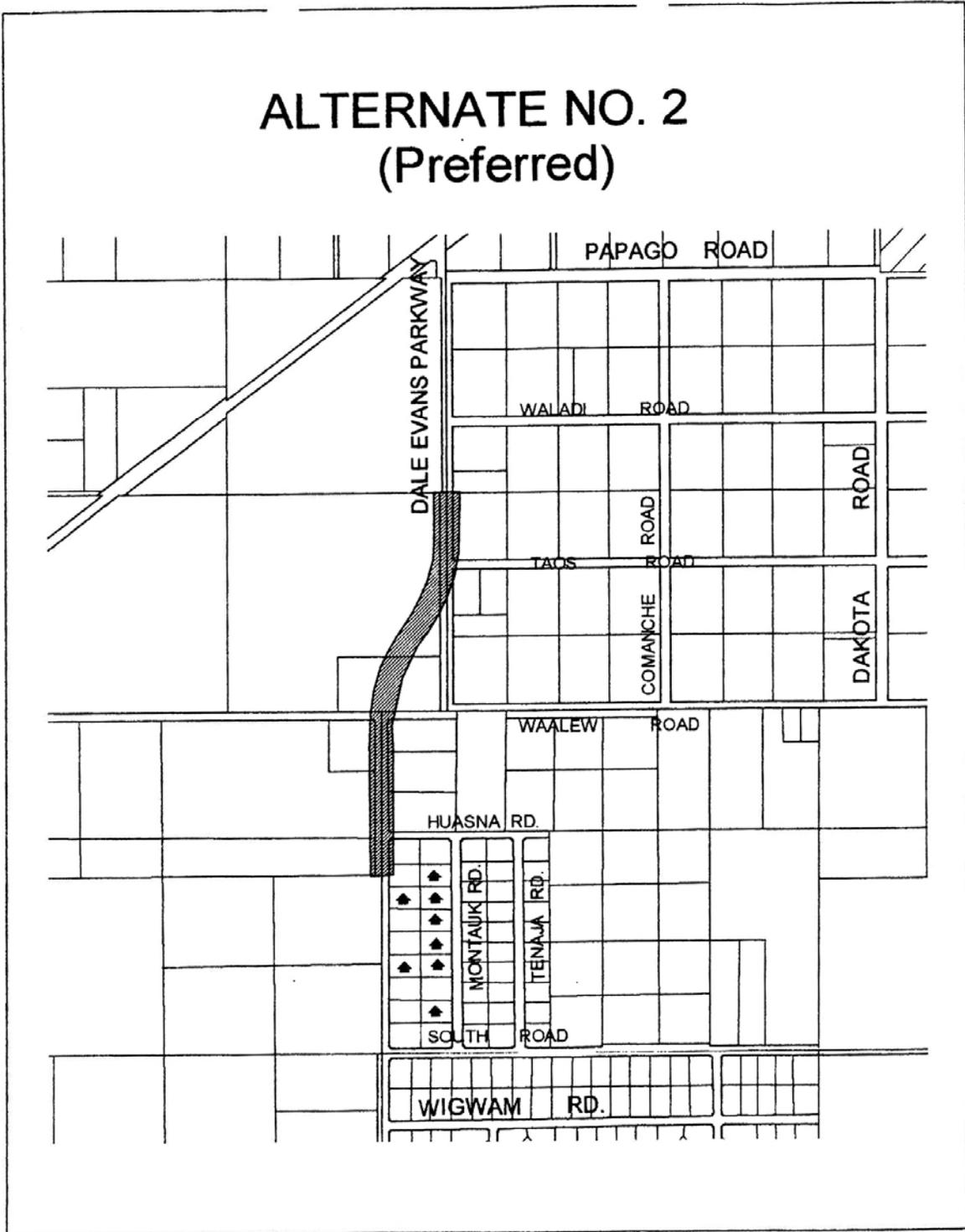
**FISCAL IMPACT:**

This phase of the project is included in this current fiscal year's budget in the amount of \$100,000 utilizing Measure I funds.

**LOCATION MAP:**



# ALTERNATE NO. 2 (Preferred)



**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 the Preliminary Engineering and Environmental services and final engineering to realign the intersection of Dale Evans Parkway and Waalew Road.

**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 workdays. 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'**

### **Realignment of Dale Evans Parkway at Waalew Road Project**

#### **Project Understanding**

The Town of Apple Valley has identified the need for improvements on Dale Evans Parkway at Waalew Road. The intersection of Dale Evans Parkway and Waalew Road currently consists of two offset intersections. These two offset intersections do not allow for efficient traffic movements for traffic traversing on Dale Evans Parkway. The proposed project is to eliminate the existing offset of the north leg of the intersections which is located east of the south leg of Dale Evans Parkway. The project includes the designing of Dale Evans Parkway to the ultimate Major Divided Parkway Standards, with an initial construction of a new 2-lane road, with turn lanes at the intersection of Waalew Road. The project also includes the improvements to Waalew Road to provide separate left turn lanes at the intersection.

It is our understanding that current funding for the project is local funding. We have prepared a scope with optional tasks to conduct the work if the project would be funded with FHWA/Caltrans funds. As such, it may be the desire of the Town to obtain Environmental clearances for the project in accordance with NEPA and CEQA requirements. In addition, 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, if FHWA and/or Caltrans funding is obtained.

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 intersection design project experience, which is reflected in our approach to this project.

#### **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.

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

**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 intersection improvement and traffic projects, as well the expertise of our sub consultants, **Merrell Johnson Companies, RCA Associates, and Epic Land**, 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.

**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.

**PART 2 – Preliminary Engineering**

**Task 1 - Design Surveying**

**Merrell Johnson Companies** will provide the surveying services to be used in the preliminary and final engineering design phases of the project. We understand the critical nature of correctly establishing the survey as the frame work for the rest of the design. We have experienced staff, the latest equipment, and relevant project experience to create success in this area.

## **EXHIBIT 'A'**

### **Realignment of Dale Evans Parkway at Waalew Road Project**

A critical aspect of the design is determining the horizontal control. This base mapping allows the alignment of our design to match closely with other utilities and local agencies plans. Doing this work in the early stages of the project can eliminate conflicts and field changes during construction. Boundary control will be based on found monumentation in the field which will be merged with the county GIS Data Base and shown on the plan view and Geo referenced on our coordinate system. These will be state plane coordinates, Zone 5, and tied into the public NGS control points. This will allow our plans to be easily placed into a GIS Data Base.

## **EXHIBIT 'A'**

### **Realignment of Dale Evans Parkway at Waalew Road Project**

Merrell Johnson will research a collection of survey mapping throughout the project vicinity. Our survey mapping is a compilation of years of survey work in the area along with all San Bernardino County public record mapping and is readily accessible at our firms Apple Valley office. This information is reviewed by a licensed land surveyor before commencement of field surveying. This allows the field crews to more effectively use their time.

Before field work commences, the Merrell Johnson project manager and principal surveyor will review the project with the survey crew. This in-house meeting will consist of a review of the project scope, site photos, record mapping, and elevation benchmark. We will also review the amount of survey information needed and the extents of the project. In addition to this meeting, a site walk through with the survey crew will be conducted by the project manager. Prior to scheduling survey crew, our project manager will coordinate with our geotechnical department to insure that the underground utilities have been marked by the local service company. The survey crew will then be scheduled in consultation with the project manager. By having the project manager block out their schedule, our survey crew will have access to the project manager with any questions. Our close proximity to these projects will allow the project manager to meet on site during the topographic survey if needed. Our survey crew is experienced in working in the high desert area with local conditions such as undeveloped streets, asphalt driveway approaches, and non- uniform utility locations. Our survey crews are also proficient in the latest GPS survey equipment. They currently use Leica GS14 antennae and CS15 controllers. This equipment is capable of maintaining multiple RTK rover units and is GLONASS enabled. However, when existing conditions prevent the use of GPS, they can use a Leica 1200 robotic total station.

The field survey will determine information needed in the design such as location of street crown, edge of pavement, grade breaks, pavement striping, street signs and survey monuments. They will also locate existing utility markings, manholes, vaults, and pedestals. Locating this information will help avoid design conflicts. Additionally we will locate items at or near the public right of way such as fences, walls, driveways, power poles, mailboxes, etc. Showing these items will help limit damage to private property during the design and construction phases. Field notes are always taken by our survey party chief and copies maintained at our office. These will be available to the Town of Apple Valley.

#### **Task 2 - Utility Search/Base Map/Utility Coordination**

In conjunction with HFI, **Merrell Johnson Companies** will conduct utility research and coordination. We understand the importance of showing existing utility information and the help it provides to the contractor during construction. We will use our relationships with utility companies and extensive local experience to identify conflicts early in the design stages.

## EXHIBIT 'A'

### Realignment of Dale Evans Parkway at Waalew Road Project

A key component of the design is determining the existing utility conditions. Performing our utility research allows us to obtain all available information on utilities such as sewer, storm drain, natural gas, electric, cable, telephone, and fiber optic. At the early stages of this project we will issue written request from other utilities and local agencies for facility mapping. These requests will be followed up as needed by phone calls or visits from our staff. We recognize and are respectful of each agencies particular protocol for releasing this information. This process is streamlined through our agency contacts we have developed over the years.

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)

Upon the completion of the Design Survey and the Utility Search, a base map at a scale of 1" = 40' will be prepared for the project area 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.

With the assistance of **Merrell Johnson Companies**, we will coordinate with the identified Utility Companies for any needed utility preservation or relocations. Merrell Johnson will prepare a log of all contact with the Utility Companies and will coordinate all utility clearances and relocations and will coordinate with utility owners and necessary agencies with respect to utility related matters including requests for utility as-built plans, preparation of utility agreements, notices to owners, preparation of utility agreements and coordination of the potholing services. Dig Alert indicates these utilities in the project area: SCE, Apple Valley Water, SW Gas, Charter Communications, Crown Castle Fiber Optics and Verizon.

### Task 3 – Preliminary Drainage Study

HFI will prepare a drainage study of the area. The drainage study will be prepared to determine the drainage flows to the intersection and to determine if any drainage facilities will be needed for the proposed intersection improvements. Hydrology and hydraulic calculations will be conducted to determine drainage facility alternatives. It is anticipated that drainage in the project area will consist of surface flows and no underground storm drainage facilities, with the exception of dry-well facilities, will be needed for the project. The results of hydrology and hydraulic calculations will be presented in a drainage study could be incorporated into the Preliminary Engineer's Report which is presented as an optional task.

## EXHIBIT 'A'

### Realignment of Dale Evans Parkway at Waalew Road Project

#### Task 4 – Preliminary Plans

HFI will prepare the Preliminary Improvement Plans for the needed intersection improvements at the proposed intersection of Dale Evans Parkway and Waalew Road. Work under this task is the preparation of the conceptual geometric plans to accommodate the needed radius and tangent lengths for a 60 mph reverse curve on Dale Evan Parkway north of Waalew Road. These plans will represent a 30% design, prepared from the base map (Task 2). The geometric layout of the proposed improvements of the right turn lanes at the intersection 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 project are met.

#### Task 5 – Geotechnical Investigation/Pavement Design

With the services of **Merrell Johnson Companies**, geotechnical investigation and pavement designs will be conducted. The soil conditions at the project would be explored by drilling three borings to depths ranging from 3 to 5 feet using hand equipment within the proposed alignment of Dale Evans Parkway across an existing vacant field. In addition, four core holes will be drilled through the existing pavement (two on the north side and two on the south side of the Dale Evans Parkway improvement). The soils encountered would be classified and visually logged, and the existing pavement sections measured by our field technician. Relatively undisturbed and bulk samples of the soils encountered would be obtained and returned to our laboratory for the following tests:

- Grain size analysis
- Sand equivalent
- Maximum density
- In-place density
- Expansion potential
- R-Value

A summary report would be prepared presenting our findings and engineering recommendations, including pavement design recommendations

Prior to drilling, we would contact an underground utility service (USA) to locate and mark underground utilities. We would not be responsible for damaging underground utilities that were not located and marked by the underground utility service or the client prior to drilling. This proposal does not include any fees associated with an encroachment permit that may be required by the Town of Apple Valley prior to coring the existing pavement.

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

**Task 6 – Biological Studies**

With the assistance of **RCA Associates**, the needed Biological Survey will be prepared. The necessary Biological Study will follow CEQA and NEPA requirements. Since the project is being constructed in existing and proposed Town right-of-way, it is our intent to get the environmental approvals with a Categorical Exclusion (CE) to be processed by Town of Apple Valley staff.

Work under this task consists of the following:

Task 6.1 - Analyze Background Biological Information and Coordinate With Agencies

Prior to initiation of field surveys, we will review all available background information including, but not limited to California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) threatened and endangered species maps, data from the California Natural Diversity Data Base (CNDDDB), agency documentation, aerial photos, and pertinent technical documents. State and Federal agencies will also be contacted prior to the start of any field investigations to discuss the pertinent issues.

Task 6.2 - Conduct Biological Surveys

Following review of all background data, field surveys will be conducted to evaluate the existing biological conditions in the immediate project area and to survey for habitats that may support populations of sensitive species. In addition, protocol surveys for the desert tortoise and burrowing owl will be conducted in those habitats adjacent to the project area which are deemed suitable for the species. A habitat assessment for the

Mohave ground squirrel will also be performed as part of the field investigations. Survey methodologies accepted by State and Federal agencies will be utilized during all field investigations. (Note: Focused surveys for the desert tortoises are typically conducted in the months of April & May and/or September & October.). The project area will also be evaluated for the presence of any protected plants (e.g., Joshua trees, etc.) and any protected plants present will be evaluated for potential relocation/transportation.

Task 6.3 – Right of Entry Permits

We will obtain from landowners Right of Entry permits for the purpose of entering properties to perform surveys for biology, historic, archaeology, paleontology and geotechnical purposes as needed. The right of entry agreement will inform the property owner of the purpose and impact of such entry, along with

## **EXHIBIT 'A'**

### **Realignment of Dale Evans Parkway at Waalew Road Project**

the approximate time range of the entry, and advise them of a contact person with any concerns that arise from the entry.

During the development of the project alternatives, impacts to right of way will be investigated and minimized. Right of Way Data Sheets will be prepared in the event federal funding is obtained. Tasks include performing a review of the proposed right of way requirements. Estimates include costs for acquisition (land and improvements), including utilities, severance damages, relocation assistance, escrow and legal costs.

### **PART 3 – Final Engineering**

#### **Task 1 - Improvement Plans**

Work under this task is the preparation and processing of the engineering plans for the proposed intersection improvements. The plans will be prepared in accordance with Town of Apple Valley and current California Manual of Uniform Traffic Control Devices (CA MUTCD) standards and 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:

##### **1.1 – Street Improvement Plans**

HFI will prepare and process the street/intersection improvement plans for the project. The plans will include the construction of Dale Evans Parkway north of Waalew Road, the widening of Waalew Road to provide turn lanes at Dale Evans Parkway, and the construction of a Cul-de-sac at the north end of the existing Dale Evans Parkway roadway north of Waalew Road. Also included is the design of any necessary surface flow drainage facilities, and dry wells.

##### **1.2 - Signing and Striping Plans**

HFI will prepare and process the striping and signing plans for the intersection. Particular attention will be made for the upgraded bike lane legends and signage at the intersections along the bike lane segments. The plans will be prepared in accordance with the current CA MUCTD requirements.

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### **Realignment of Dale Evans Parkway at Waalew Road Project**

#### **1.3 – Traffic Control Plans**

HFI will prepare and process the traffic control plans for the project. The traffic control plans will be specific for the proposed intersection improvements. This includes the preparation of any Detour Plans. The plans will be prepared in accordance with Town of Apple Valley and current CA MUCTD requirements.

#### **1.4 – 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 – SWPPP Report**

**Merrell Johnson Companies** will prepare a storm water pollution and prevention plan (SWPPP) report for the purpose of preventing the discharge of pollutants from the construction site into receiving waters.

The SWPPP will be prepared under the direction of a Qualified SWPPP Developer (QSD) based on the Construction General Permit, Order 2009-0009-DWQ, CAS000002. Report will be based on a preliminary risk determination including rain erosivity value, soil erodibility factor, and length slope. Document will include narrative standards as listed in the General Permit Order, good housekeeping best management practices, inspection forms, maintenance & repair forms, and checklists specific to this project. Assistance will also be provided to the Legally Responsible Person (LRP) to log into the Storm Water Multiple Application & Report Tracking System (SMARTS) and complete the tasks such as submitting a Notice of Intent (NOI), acquiring a WDID number, inputting required risk factors, uploading the SWPPP, uploading erosion control plans, and uploading permit registration documents.

In addition to preparing a SWPPP report, the General Permit requires that a Qualified SWPPP Practitioner (QSP) ensures compliances, and is responsible for non-storm water and storm water visual observations, sampling, and analysis throughout all phases of construction and especially during rain events. We can provide qualified "in-house" guidance and "formal" inspections, by a QSP for this project. Inspection reports would include all requirements covered to stay in compliance with State Water Resources Control Board for the given risk level type. Also included in inspection reports; BMP implementations prior to and after a qualifying rain event, evaluation and documentation of any off-site pollutants coming onto the site and their effect on the projects compliance and performance, revisions of BMPs due to site conditions

## **EXHIBIT 'A'**

### **Realignment of Dale Evans Parkway at Waalew Road Project**

including required Amendments and signing document changes to SWPPP, overall evaluation and documentation (site pictures) of good housekeeping practices of Contractors and sub-contractors, and addressing concerns with training and follow-ups.

Inspections and Reports will be submitted to LRP for review to address issues of concern prior to submittal onto SMARTS web-site.

### **Task 3 - 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:

- 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 4 - Right-of-Way Documents**

**Merrell Johnson Companies** will provide information necessary for obtaining necessary right-of-way for the project. This work would be coordinated with HFI and Epic Land, if needed, in assisting with right-of-way acquisition.

Adequate property information will be investigated to accommodate the needed radius and tangent lengths for a 60 mph reverse curve. We have access to all San Bernardino County public record mapping and is readily accessible at our firms Apple Valley office. We also have an established relationship with one of the property owners, Hossein Mazi, as a former client. Although design would be for a 2 lane road, full width improvements will be considered for all right-of-way options. We are also prepared to provide

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

an alternate proposal for a parcel map to compensate the property owner at the northwest corner of Dale Evans and Waalew.

We understand that flexibility may be needed in obtaining the needed right-of-way. Adequate property information will be obtained so that modifications can be easily made if necessary.

**Task 4.1 - Lot Line Adjustment**

As the proposed right-of-way will pass through the two properties at the northwest corner of Dale Evans Parkway and Waalew Road, Merrell Johnson Companies is proposing a lot line adjustment between these two properties. This will allow right-of-way at the property frontage for two newly configured lots. Both properties have the same owner allowing this to be easily coordinated. Our office is familiar with the procedures for filing a lot line adjustment per Town of Apple Valley submittal requirements and San Bernardino County Recorder's office standards. The lot line adjustment will be prepared according to Town of Apple Valley guidelines and professionally accepted practice. We will prepare the legal description, exhibit, and submittal application for review by the Town. After approval, lot line adjustment will be sent to the County Recorder's office for filing. Lot line adjustment will be prepared under the direction of a licensed land surveyor and with consultation of the property owner. Legal description of the lot line adjustment will use survey boundary information done as part of the design drawings.

**Task 4.2 - Legal Descriptions**

In conjunction with preparing a lot line adjustment or parcel Map, Merrell Johnson Companies will prepare any additional necessary legal descriptions for affected properties. These descriptions would be used for recording additional right-of-way. It is anticipated that right-of-way will be needed for the new alignment of Dale Evans Parkway and also for an access road north of Waalew. This access road would be needed to prevent land locking several parcels. Although this access road would be within existing right-of-way of Dale Evans, we anticipate using a cul-de-sac in which additional right-of way would be needed.

With the previously described lot line adjustment we anticipate a total of two (2) legal descriptions being needed for Dale Evans Parkway. These legal descriptions would be prepared under the supervision of a licensed land surveyor and consist of the legal description, associated with the survey boundary information, and an exhibit of the area.

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**Realignment of Dale Evans Parkway at Waalew Road Project**

**PART 4 – Construction Engineering**

**Task 1 – As-Built Plans**

Upon the completion or 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 – Traffic Analysis – Optional Task**

A traffic analysis of the proposed new intersection improvements will be conducted by HFI to determine recommended project and future intersection geometrics. The traffic analysis will involve examining existing conditions, project year, and a Year 2035 horizon. Existing am and pm traffic counts will be conducted at the two intersections. Traffic projections will be determined by utilizing area growth rates. Growth rates used in previous traffic studies prepared for various projects in the area will be utilized and will be consistent with San Bernardino Associated Governments/SCAG guidelines. This is to assure that the projections are consistent for any environmental assessments.

Based on the existing intersection geometrics and traffic volumes, the two existing intersections will be analyzed under existing conditions. This analysis will provide the basis for the determination of the recommended improvements. For the intersection analysis to determine the best geometrical alignment for the safest and most efficient traffic flow, the project year (Year 2016), and year 2035 will be established as the design years. Traffic volumes and turning movements will be projected for the anticipated project completion and design year using available data and practiced techniques. An intersection analysis of the design year turning movements will be conducted for the two identified peak hours (a.m. and p.m.) to determine the recommended lane assignments. The base map prepared under Task 2 above, will be utilized to take into account existing right-of-way and physical constraints. The analysis will be utilized to determine intersection design alternatives and recommendations, including Traffic Signal Warrant analysis to determine if and/or when a traffic signal may need to be installed at the intersection. The results of the traffic analysis will be presented in a report format that could be incorporated into a Preliminary Engineer's Report if requested.

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

**Task 2 – Environmental Studies – Optional Task**

With the assistance of **RCA Associates**, we will prepare additional Environmental Documents. In addition, if needed, the 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 and proposed Town right-of-way is our intent to get the environmental approvals with a Categorical Exclusion (CE), without the preparation of a Natural Environmental Study.

Work under this task consists of the following:

Task 2.1 - Preparation of Natural Environmental Study (NES)

Following completion of the field work, a Natural Environmental Study (NES) will be prepared as per agency requirements. The NES will discuss the existing biological conditions, results of the CNDDDB Rarefind 2 data search, presence of any sensitive habitats, and the potential presence/absence of sensitive wildlife species (e.g., desert tortoise, etc.) based on existing habitat conditions.

Task 2.2 - Preparation of Protected Plant Plan

RCA Associates LLC will evaluate the project area for the presence of any protected plants (e.g., Joshua trees). If present, the locations of the plants will be documented and a distribution map will be prepared. Joshua trees, if present, will be flagged/tagged and each tree will be evaluated to determine if the tree is suitable for transplanting. A Protected Plant Plan will be prepared which summarizes the results of the survey.

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**Realignment of Dale Evans Parkway at Waalew Road Project**

Task 2.3 - Prepare Cultural Study

CRM Tech in conjunction with RCA Associates, LLC will conduct a historical/archaeological resources study as per agency requirements, and the study will follow the requirements of Section 106 of the National Historic Preservation Act. Following completion of all data review and the field investigations, a Historic/Archaeological Survey Report will be prepared for submittal to the various local, state, and federal agencies.

**Task 3 – Preliminary Engineer’s Report – Optional Task**

If requested, HFI will provide an examination of the alignment alternatives in report form. The Preliminary Engineer’s Report will contain a discussion of the issues for each of the alternative alignments including: the presentation and discussion of the plan and profiles, utility conflicts and realignments, drainage facilities, traffic analysis, property ownership/right-of-way concerns, and identification of any environmental impacts that may be anticipated. In addition, and a key element in the decision of a preferred alignment, an outline of the advantages and disadvantages for each alternative will be presented along with the preliminary cost estimates. The report will be suitable to be used in the decision making process, environmental clearances that may be required, and as a reference for the preparation of the final plans, specifications, and estimates for the project.

Our work under this scope includes the printing of two reports (four copies of the first printing for Town review and comment, and eight copies of the second printing).

**Task 4 - Traffic Signal Plans – Optional Task**

If requested, HFI will prepare and process the Traffic Signal Plan for the proposed improvements at Dale Evans Parkway and Waalew Road. If a traffic signal is installed it would be designed to be constructed for the interim improvements and to accommodate future widening of the intersection. The traffic signal plans will be prepared in accordance with Town of Apple Valley standards.

**Task 5 - Landscape and Irrigation Plans – Optional Task**

If needed, we could prepare any Landscape and Irrigation Plans for the project. This would include any needed relocation of existing landscaping and irrigation systems at the intersection. The plans will be prepared in accordance with the Town of Apple Valley requirements.

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

**Task 6 – Additional Right of Way Documents – Optional Task**

**Merrell Johnson Companies** will provide information necessary for obtaining right-of-way for the project. This work would be coordinated with HFI and Epic Land in assisting with right-of-way acquisition.

Adequate property information will be investigated to accommodate the needed radius and tangent lengths for a 60 mph reverse curve. We have access to all San Bernardino County public record mapping and is readily accessible at our firms Apple Valley office. We also have an established relationship with one of the property owners, Hossein Mazi, as a former client. Although design would be for a 2 lane road, full width improvements will be considered for all right-of-way options. We are also prepared to provide an alternate proposal for both a parcel map to compensate the property owner at the northwest corner of Dale Evans and Waalew.

We understand that flexibility may be needed in obtaining the needed right-of-way. Adequate property information will be obtained so that modifications can be easily made if necessary.

**Task 6.1 - Parcel Map**

As an alternative to a lot line adjustment, Merrell Johnson is also prepared to offer the preparation of a parcel map. In addition to allowing right-of-way at the property frontage of any newly formed lots, this will also provide an attractive means to compensate the affected property owner. We will be able to coordinate with the property owner in preparing both a preliminary and final parcel map. We are familiar with the parcel map process and can provide consultation at each phase of the map.

The Tentative Parcel Map will be prepared according to Town of Apple Valley guidelines and professionally accepted practice. These maps are prepared under the direction of a licensed land surveyor and with consultation of the property owner. The map will match survey boundary information used in other portions of the project. The Tentative Parcel Map will be submitted to the Town of Apple Valley for checking and to receive comments on conditions of approval. After all conditions have been met a final parcel map will be prepared and processed for recording with the County Recorder's office.

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

**Task 6.2 – Additional Legal Descriptions**

In conjunction with preparing a lot line adjustment or parcel Map, Merrell Johnson Companies will prepare necessary legal descriptions for affected properties. These descriptions would be used for recording additional right-of-way. It is anticipated that right-of-way will be needed for the new alignment of Dale Evans Parkway and also for an access road north of Waalew. This access road would be needed to prevent land locking several parcels. Although this access road would be within existing right-of-way of Dale Evans, we anticipate using a cul-de-sac in which additional right-of way would be needed.

With the previously described lot line adjustment we anticipate a total of five (5) additional legal descriptions being needed, two (2) for Dale Evans Parkway and three (3) for the access road. With the alternate parcel map option we anticipate a total of four (4) legal descriptions, two (2) for Dale Evans Parkway and two (2) for the access road. These legal descriptions would be prepared under the supervision of a licensed land surveyor and consist of the legal description, associated with the survey boundary information, and an exhibit of the area.

**Task 7 - Right-of-Way Acquisition – Optional Task**

With the assistance of **Epic Land Inc.**, we will obtain the needed Right-of-way Acquisition for up to seven (7) parcels needed for the realignment of Dale Evans Parkway. The work will include obtaining property appraisals and prepare legal descriptions, exhibits, easement deeds, and temporary construction easements (TCEs) to acquire the necessary right of way.

Epic will obtain the preliminary title report and will perform title clearance, prepare and obtain subordination agreements and any other documents required to perfect title. Epic will obtain an appraisal and appraisal review in accordance with Government Code, Uniform Act, and eminent domain requirements, and prepare the offer package based upon the appraisal for presentation to the property owner. The offer package will include an offer letter, Appraisal Summary Statement, proposed Acquisition Agreement and Deed, Title VI brochure and "When a Public Agency Acquires Your Property" brochure. These documents would be presented to the Town for review and pre-approval prior to presenting offers to the property owner. After offer presentation, Epic will pursue agreements with the owner to finalize the property purchase. For those on which Epic is able to reach final agreements, agents would process all documents for necessary approvals and coordinate escrows, lien clearances and closings. It is always Epic's goal to reach mutually acceptable amicable agreements on the Town's behalf. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, Epic will coordinate with the Town and, if appropriate, with the legal counsel in conjunction with any required Necessity Hearing scheduling.

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

**Task 8 - 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 utility 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 9 - 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.

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:

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

**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 (If Needed)**

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

**C - Construction Inspection**

- Assist in quality assurance to achieve conformance with contract documents
- Provide photographs of daily work and maintain 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

**EXHIBIT 'A'**  
**Realignment of Dale Evans Parkway at Waalew Road Project**

- 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 (If Needed)**

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

<b>EXHIBIT 'B'</b>	
<b>Realignment of Dale Evans Parkway at Waalew Road</b>	
<b>Part 1 - Project Management/Meetings</b>	
Task 1.1 - Project Administration / Scheduling	\$ 4,000.00
Task 1.2 - Project Meetings	\$ 3,500.00
<b>Subtotal</b>	<b>\$ 7,500.00</b>
<b>Part 2 - Preliminary Engineering</b>	
Task 1 - Design Survey	\$ 9,000.00
Task 2 - Utility Search / Base Map / Coordination	\$ 3,000.00
Task 3 - Preliminary Drainage Study	\$ 2,500.00
Task 4 - Preliminary Plans	\$ 3,700.00
Task 5 - Geotechnical Investigation / Pavement Design	\$ 5,600.00
Task 6 - Biological Studies	\$ 5,000.00
<b>Subtotal</b>	<b>\$ 28,800.00</b>
<b>Part 3 - Final Engineering</b>	
Task 1.1 - Street Improvement Plans	\$ 11,500.00
Task 1.2 - Signing and Striping Plans	\$ 5,500.00
Task 1.3 - Traffic Control Plans	\$ 4,000.00
Task 1.4 - Erosion Control Plans	\$ 4,000.00
Task 2 - SWPPP Report	\$ 4,000.00
Task 3 - Cost Estimates, Special Provisions, Bid Documents	\$ 3,200.00
Task 4.1 - Lot Line Adjustment	\$ 3,000.00
Task 4.2 - Legal Descriptions (Right-of-Way Documents)	\$ 3,000.00
<b>Subtotal</b>	<b>\$ 38,200.00</b>
<b>Part 4 - Construction Engineering</b>	
Task 1 - As-Built Plans	\$ 3,000.00
<b>Subtotal</b>	<b>\$ 3,000.00</b>
<b>Reimbursable Expenses (Mileage / Printing)</b>	<b>\$ 2,000.00</b>
<b>Project Total</b>	<b>\$ 79,500.00</b>
<b>Part 5 - Optional Tasks</b>	
Part 1 - Traffic Analysis	\$ 4,900.00
Part 2 - Environmental Studies	\$ 6,000.00
Part 3 - Preliminary Engineer's Report	\$ 4,000.00
Part 4 - Traffic Signal Plans	\$ 8,500.00
Part 5 - Landscape and Irrigation Plans	\$ 4,000.00
Part 6.1 - Parcel Map	\$ 5,100.00
Part 6.2 - Additional Legal Descriptions	\$ 5,500.00
Part 7 - Right of Way Acquisition	\$ 72,500.00
Part 8 - Request for Authorization Forms	\$ 3,500.00
Part 9 - Construction Management Services	\$ 50,000.00
<b>Subtotal</b>	<b>\$ 164,000.00</b>
<b>Project Total Including Optional Tasks</b>	<b>\$ 243,500.00</b>