

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

APPROVE AND AUTHORIZE AN AGREEMENT WITH SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS FOR FINAL DESIGN OF YATES ROAD, RIGHT-OF-WAY DESIGN, ACQUISITION, AND CAPITAL, WITHIN COUNTY JURISDICTIONAL AREA.

Summary Statement:

The development of a Final Roadway Design for Yates Road, Right-of-Way Design, Acquisition, and Capital for areas within the County jurisdiction, are becoming critical path issues for Apple Valley and the Yucca Loma Corridor Project. The previous three-way Agreement between the Town of Apple Valley, San Bernardino County and the City of Victorville enabled Dokken Engineering to complete Preliminary Engineering and Environmental Studies for the entire Corridor, including Corridor segments falling within the jurisdiction of all three agencies. The current proposed Agreement allows Dokken Engineering to complete Final Roadway Design for Yates Road and Right-of-Way Design, Acquisition and Capital for areas that are within County jurisdiction. It authorizes the Town of Apple Valley to acquire right-of-way within San Bernardino County jurisdictional areas, and obligates the County to reimburse the Town for costs incurred on County behalf. This Agreement is intended to simplify and expedite the acquisition process, and enable the project to move forward as quickly as possible.

Attachments

Agreement with San Bernardino County Department of Public Works for Final Design of Yates Road, Right-of-Way Design, Acquisition and Capital within the County Jurisdictional Area.

Recommended Action:

That the Town Council approve the Agreement with San Bernardino County Department of Public Works for Final Design of Yates Road, Right-of-Way Design, Acquisition and Capital within the County Jurisdictional Area, subject to approval as to form by the Town Attorney and as to content by the Town Manager.

Proposed by: Engineering Division Item Number _____

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



FOR COUNTY USE ONLY

County of San Bernardino
F A S
STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code	SC	Dept. TRA	A	Contract Number	
<input type="checkbox"/> Change					Contractor's License No.	
<input type="checkbox"/> Cancel					Total Contract Amount	
County Department Public Works - Transportation			Dept. TRA	Orgn. TRA	\$ 415,000	
County Department Contract Representative Carrie L. Schindler, P.E., Chief			Telephone (909)387-8166			
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No 14H14218	Amount \$ 208,600
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount \$
Project Name Yucca Loma Road / Yates Road			Estimated Payment Total by Fiscal Year			
Final Design			FY 10/11	Amount \$200,000	I/D I	
			FY 11/12	Amount \$215,000	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 Town of Apple Valley hereinafter called APPLE VALLEY
 Address
 14955 Dale Evans Parkway
 Apple Valley, CA 92307
 Telephone (760) 240-7000 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (hereinafter referred to as "COUNTY"), the Town of Apple Valley (hereinafter referred to as "APPLE VALLEY") and the City of Victorville (hereinafter referred to as "VICTORVILLE") have previously entered into an Agreement, County Contract No. 07-1076, that included: 1) preparation of preliminary engineering and environmental documents for a proposed four lane road along Yucca Loma Road from Apple Valley Road to the Mojave River, proposed alignment of the Yucca Loma Bridge, Yates Road from the Mojave River to Ridgecrest Road, and from Ridgecrest Road along the proposed Green Tree alignment with a termini at the intersection of Green Tree Boulevard and Hesperia Road; 2) preparation of environmental documents from Ridgecrest Road and the proposed Green Tree alignment, along this proposed Green Tree alignment with a termini at the intersection of Green Tree Boulevard and Hesperia Road; 3) final (100%) design of a four lane road including the Yucca Loma Bridge from Kasanka Trail in Apple Valley to Fortuna Lane in the County (hereinafter referred to as "the PROJECT"); and

Auditor/Controller-Recorder Use Only	
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Input Date	Keyed By

WHEREAS, this Agreement is necessary because COUNTY and APPLE VALLEY now desire to have an agreement that addresses the responsibilities of both COUNTY and APPLE VALLEY with respect to 1) final (100%) design of a four lane road along Yates Road, from the west terminus of the Yucca Loma Bridge structure near Fortuna Lane to Ridgecrest Road, with intersection improvements, soundwalls and the restoration area; and 2) certain right-of-way services for the proposed four lane road along Yucca Loma Road from Apple Valley Road to the Mojave River, the Yucca Loma Bridge, and Yates Road from the Mojave River to Ridgecrest Road (hereinafter referred to as "the SUB-PROJECT"); and

WHEREAS, VICTORVILLE, which was a party to the original agreement (County Contract No. 07-1076), is not a party to this agreement as all of the work described herein is outside of VICTORVILLE's jurisdictional limits; and

WHEREAS, the COUNTY, APPLE VALLEY, and VICTORVILLE may enter into a separate agreement or agreement amendment for final design of that portion of the PROJECT between Ridgecrest Road in the County and Hesperia Road in VICTORVILLE; and

WHEREAS, a portion of the bridge over the Mojave River, from approximately centerline of the river to the west bridge abutment is located within the unincorporated area of the COUNTY, as indicated on the attached PROJECT location map (attached and incorporated herein by reference as Exhibit "A"); and

WHEREAS, APPLE VALLEY, pursuant to Streets and Highways Code section 1810, has requested written consent of the COUNTY's Board of Supervisors for the acquisition of right-of-way easements for that portion of Yucca Loma Road that crosses the Mojave River, from the jurisdictional limits of APPLE VALLEY to the west terminus of the Yucca Loma Bridge structure near Fortuna Lane (Yucca Loma Road Bridge) that is located within the unincorporated region of the COUNTY and, if consented to by COUNTY's Board of Supervisors, will become an APPLE VALLEY street; and

WHEREAS, COUNTY shall retain the authority to approve all offers, contracts, appraisals, and settlements, as well as the power of eminent domain to acquire any necessary rights-of-way for SUB-PROJECT located on COUNTY roads; and

WHEREAS, COUNTY agrees to grant APPLE VALLEY authority to present and make offers on behalf of the COUNTY, subject to advance review and written approval by COUNTY, for necessary right-of-way required for SUB-PROJECT improvements to Yates Road from west of the terminus of the bridge structure (near Fortuna Lane) to Ridgecrest Road for an amount not to exceed \$280,000; and

WHEREAS, APPLE VALLEY agrees to be solely responsible for all costs associated with SUB-PROJECT improvements to Yucca Loma Road, from Apple Valley Road, past Kasanka Trail, to and including the Yucca Loma Road Bridge over the Mojave River, ending at the west terminus of the Yucca Loma Bridge structure (near Fortuna Lane); and

WHEREAS, APPLE VALLEY agrees to be solely responsible for all costs associated with the Yucca Loma Road Bridge over the Mojave River (up to the west terminus of the bridge structure (near Fortuna Lane)) for the duration of the PROJECT and after the PROJECT is completed; and

WHEREAS, COUNTY agrees to be responsible for costs incurred by APPLE VALLEY for final design, right-of-way engineering/appraisal and acquisition services, right-of-way capital (actual cost of right-of-way) on Yates Road from the west terminus of the Yucca Loma Bridge structure to Ridgecrest Road; and

WHEREAS, COUNTY will be responsible for advertising, awarding, administering and funding construction of the SUB-PROJECT improvements to Yates Road, from the west terminus of the Yucca Loma Bridge structure near Fortuna Lane to Ridgecrest Road; and

WHEREAS, APPLE VALLEY will be responsible for advertising, awarding, administering and funding construction of the SUB-PROJECT improvements to Yucca Loma Road from Apple Valley Road to the Mojave River, including improvements to the Yucca Loma Bridge, ending at the west terminus of the Yucca Loma Bridge structure (near Fortuna Lane); and

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 APPLE VALLEY AGREES TO:

- 1.1 Act as the Lead Agency in the final design, including 100% plans specifications and engineer's estimate, for the four lane road along Yates Road, from the west terminus of the Yucca Loma Bridge structure near Fortuna Lane to Ridgecrest Road, with intersection improvements, soundwalls and the restoration area, and right-of-way engineering, appraisal and acquisition services, and right-of-way capital costs (actual cost of right-of-way).
- 1.2 Be solely responsible for all costs associated with the Yucca Loma Road Bridge over the Mojave River (up to the west terminus of the bridge structure (near Fortuna Lane)) for the duration of the PROJECT and after the PROJECT is completed pursuant to Streets and Highways Code section 1810.
- 1.3 Provide plans, specifications, and an itemized cost estimate for the SUB-PROJECT, located on Yates Road from west of the terminus of the bridge structure (near Fortuna Lane) to Ridgecrest Road, for COUNTY's prior review and approval.
- 1.4 Ensure its contractor(s) comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages.
- 1.5 Require all contractors and vendors working on the final design and right-of-way engineering/appraisal/acquisition phases of the SUB-PROJECT to have appropriate and adequate insurance coverage for the mutual protection and benefit of APPLE VALLEY and COUNTY. Except for Workers' Compensation, Errors and Omissions and Professional Liability policies, APPLE VALLEY shall require and ensure that all APPLE VALLEY contractors/subcontractors for the SUB-PROJECT shall have insurance policies that contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement from ISO, CG 2010.11 85.
- 1.6 Pay its share of the SUB-PROJECT's final design cost, which is estimated to be \$512,000 (see Exhibit "B", attached hereto and incorporated herein by this reference).
- 1.7 Pay its share of the SUB-PROJECT's right-of-way engineering/appraisal/acquisition services costs, which shall not exceed \$179,000 (see Exhibit B), including the portion of right-of-way in the unincorporated region of the County that will be maintained by APPLE VALLEY as an APPLE VALLEY street.
- 1.8 Pay its share of SUB-PROJECT's right-of-way capital costs, which shall not exceed \$162,000 (see Exhibit "B"), including portion of right-of-way in the unincorporated region of the County that will be maintained by APPLE VALLEY as an APPLE VALLEY street.
- 1.9 Pay COUNTY's share of SUB-PROJECT's right-of-way capital costs for an amount not to exceed \$280,000 (see Exhibit "B"), which represents costs associated with the portion of right-of-way in the unincorporated region of the County that will be maintained by COUNTY, as well as COUNTY's share of right-of-way capital costs for the restoration area. In the event the COUNTY's share of right-of-way capital costs exceeds \$280,000, APPLE VALLEY shall submit the revised amount to COUNTY for review and approval pursuant to Section 3.11. APPLE VALLEY represents and warrants to COUNTY that it has the authority to pay the COUNTY's share of SUB-PROJECT's right-of-way capital costs and that the source of funds used by APPLE VALLEY to pay for the COUNTY's share of SUB-PROJECT's right-of-way capital costs allow for this type of expenditure.

- 1.10 Enter into a separate agreement as provided in Section 2.3.
- 1.11 Submit to the COUNTY, on a monthly basis, an itemized accounting of actual final design and right-of-way costs incurred by APPLE VALLEY to date and which have not already been paid by the COUNTY, and a statement for COUNTY's proportionate share of the SUB-PROJECT's costs as provided herein.
- 1.12 Include compliance with any applicable requirements of the California Environmental Quality Act (CEQA), California Public Resources Code section 21000 et. seq, as well as completing the required CEQA documentation.
- 1.13 Accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into APPLE VALLEY's designated checking or other bank account. APPLE VALLEY shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

2.0 COUNTY AGREES TO:

- 2.1 Pay its share of the SUB-PROJECT's final design cost for the design of Yates Road from west of the terminus of the bridge structure to Ridgecrest Road, which shall not exceed \$326,000 (see Exhibit "B").
- 2.2 Pay its share of the SUB-PROJECT's right-of-way engineering/appraisal/acquisition costs of Yates Road from west of the terminus of the bridge structure to Ridgecrest Road, which shall not exceed \$89,000 (see Exhibit "B").
- 2.3 Enter into a separate agreement with APPLE VALLEY for reimbursement to APPLE VALLEY of the COUNTY's share of right-of-way capital costs which shall not exceed \$280,000 (see Exhibit "B") from development mitigation fees collected in the COUNTY's Regional Transportation Development Mitigation Plan – Victorville Sphere, Arterial Road fund.
- 2.4 Act as the Lead Agency and fund construction of the portion of the SUB-PROJECT for Yates Road from west of the terminus of the bridge structure to Ridgecrest Road.
- 2.5 Provide a qualified representative who shall have the authority to discuss and attempt to resolve issues concerning the plans, specifications and right-of-way documents associated with the SUB-PROJECT.
- 2.6 Consider using the power of Eminent Domain to acquire any necessary rights-of-way at a public hearing noticed and conducted in accordance with California Code of Civil Procedure, Section 1245.235, for the purpose of considering the adoption of a resolution of necessity, should the parties be unable to acquire the necessary right-of-way located within the limits of COUNTY. If COUNTY elects to proceed with using its power of Eminent Domain, it shall do so in a timely manner and at no cost to the APPLE VALLEY. The Parties acknowledge and understand that this Agreement does not obligate COUNTY in any way to use the power of Eminent Domain to acquire any rights-of-way within the COUNTY. COUNTY's use of the power of Eminent Domain is conditioned by law upon certain findings and determinations that COUNTY, in its sole discretion, must make in accordance with the California Code of Civil Procedure. COUNTY makes no warranty or guarantee of the eventual result or outcome of its discretionary consideration of the use of Eminent Domain to acquire any rights-of-way within COUNTY or of any actual Eminent Domain proceeding. If COUNTY is unsuccessful in obtaining right-of-way, then APPLE VALLEY and COUNTY shall endeavor to agree upon an alternative course of action.

3.0 IT IS MUTUALLY AGREED:

- 3.1 COUNTY agrees to indemnify and hold harmless APPLE VALLEY, its officers, agents and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the COUNTY's negligent acts or omissions which arise from the COUNTY's performance of its obligations under this Agreement.
- 3.2 APPLE VALLEY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all

claims, actions, losses, damages and/or liability arising out of its obligations under this Agreement.

- 3.3 In the event the COUNTY and/or the APPLE VALLEY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or APPLE VALLEY shall indemnify the other to the extent of its comparative fault. This shall have no application to any pending suit that may exist at the time of the execution of this agreement. Furthermore, if the COUNTY or APPLE VALLEY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY and/or APPLE VALLEY agrees that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 In the event of litigation arising from this agreement, each Party to the agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.1 through 3.3, indemnification.
- 3.5 COUNTY and APPLE VALLEY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- 3.6 In the event the SUB-PROJECT's final design and right-of-way engineering/appraisal/acquisition services, and right-of-way capital costs are found to exceed the estimated amount of \$1,548,000 (which is the sum of \$695,000 from COUNTY and \$853,000 from APPLE VALLEY as shown in Exhibit B), APPLE VALLEY and COUNTY shall cease the final design and right-of-way work. APPLE VALLEY and COUNTY shall endeavor to agree upon final design and right-of-way costs that are acceptable for the roadway improvement SUB-PROJECT. If, after thirty (30) days, final design and right-of-way costs are not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.
- 3.7 If APPLE VALLEY or COUNTY requests additional work that is beyond the scope of the original SUB-PROJECT, said work will be paid solely by the agency requesting the work.
- 3.8 This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days advance written notice to the other Party.
- 3.9 If this Agreement is funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009, the COUNTY and APPLE VALLEY shall comply with the following provisions:

Use of ARRA Funds and Requirements - This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. APPLE VALLEY must contact the County's contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. APPLE VALLEY will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. APPLE VALLEY agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

APPLE VALLEY and/or its contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. APPLE VALLEY must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards - In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. APPLE VALLEY and/or its contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, APPLE VALLEY agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

APPLE VALLEY may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. APPLE VALLEY agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection – APPLE VALLEY agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

APPLE VALLEY agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

- 3.10 Except with respect to the Parties' indemnification obligations, and APPLE VALLEY's obligations under Section 1.2 contained herein, this Agreement shall terminate upon completion of the SUB-PROJECT and payment of final billing by the COUNTY for its share of the SUB-PROJECT costs as described herein, or December 31, 2015, whichever occurs first.
- 3.11 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.
- 3.12 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between APPLE VALLEY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.13 Time is of the essence for each and every provision of this Agreement.
- 3.14 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 any or against any party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.15 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.
- 3.16 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.17 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.18 This Agreement will be effective on the date it is signed by all Parties.
- 3.19 The recitals of this Agreement are incorporated herein by reference.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of all Parties.

WITNESS WHEREOF, the Parties to these presents have hereunto set their hands

COUNTY OF SAN BERNARDINO

► _____
Josie Gonzales, Chair, Board of Supervisors

Dated: _____

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

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

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form
► _____
County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to BOS for Signature
► _____
Department Head
Date _____

EXHIBIT A
LOCATION MAP

**FOR COUNTY OF SAN BERNARDINO/TOWN OF APPLE VALLEY
FOR YUCCA LOMA ROAD/YATES ROAD**

IN THE APPLE VALLEY AREA

DRAFT

EXHIBIT B
ESTIMATE OF SUB-PROJECT COSTS

FOR COUNTY OF SAN BERNARDINO/TOWN OF APPLE VALLEY
FOR YUCCA LOMA ROAD/YATES ROAD

IN THE APPLE VALLEY AREA

415

DESCRIPTION	TOTAL COST	COUNTY OF SAN BERNARDINO SHARE	TOWN OF APPLE VALLEY SHARE
Additional Final Design	\$838,000	\$326,000	\$512,000
Right-of-Way Engineering/Appraisal /Acquisition Services	\$268,000	\$89,000	\$179,000
Right-of-Way Capital Costs	\$442,000	\$280,000	\$162,000
Total Final Design, Right-of-Way Engineering/Appraisal/Acquisition, Construction Support Services	\$1,548,000	\$695,000	\$853,000