



Contract Number

21-734

SAP Number

Public Works

Department Contract Representative	Harold Zamora, P.E., Engineering Manager - Transportation Planning Division
Telephone Number	(909) 387-8166
Project	Mountain Avenue and other roads
Contractor	City of Upland
Contractor Representative	Bob Critchfield, P.E., Engineering Manager Public Works
Telephone Number	(909) 291-2946
Contract Term	10/5/2021 – 12/31/2026
Original Contract Amount	\$1,205,000
Amendment Amount	N/A
Total Contract Amount	\$1,205,000
Cost Center	6650002000 34H15037

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, San Bernardino County (COUNTY) and the City of Upland (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire to cooperate and jointly participate in pavement rehabilitation and an Americans with Disabilities Act (ADA) curb ramp and other related improvements in the San Antonio Heights area, see Exhibit "A" for list of proposed roads and ramps (which is attached hereto and incorporated herein by this reference and hereinafter referred to as PROJECT); and

WHEREAS, pavement rehabilitation on certain roads may require that the existing sewer and storm drain manholes be adjusted to the new level of the pavement during construction;

WHEREAS, CITY will pay 100% of the actual cost for adjusting the sewer and storm drain manholes belonging to the CITY; and

WHEREAS, the PROJECT is located in the unincorporated area of the COUNTY and the incorporated area of the CITY; and

WHEREAS, California Streets and Highways Code sections 1685 and 1803 authorize CITY to contract with COUNTY for the maintenance, construction or repair of CITY streets and roads, if the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and

WHEREAS, the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads to contract with COUNTY for the PROJECT; and

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from COUNTY Senate Bill 1 Road Maintenance and Rehabilitation Account funds and CITY's share of PROJECT costs will be financed through its local funds; and

WHEREAS, the total PROJECT cost is estimated to be \$10,250,000; and

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$9,045,000 and the CITY's share of PROJECT cost is estimated to be \$1,205,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; and

WHEREAS, COUNTY and CITY desire to set forth the responsibilities and obligations of each as they pertain to such participation, and to the design, construction, and funding of the proposed PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency in the design, survey, California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et seq.), construction, construction engineering, and inspection of the PROJECT.
- 1.2 At its own cost, design and perform all right-of-way acquisition related work inside the unincorporated COUNTY jurisdiction that is determined to be necessary for the PROJECT. Right-of way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 1.3 Provide plans and specifications for the PROJECT for CITY's review and approval.
- 1.4 Construct the PROJECT by contract in accordance with the plans and specifications of COUNTY, which have been reviewed and approved by CITY.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the entire PROJECT limits, subject to paragraph 3.9 below.
- 1.6 Obtain a no-cost permit from the CITY for work performed within the CITY's right-of-way.
- 1.7 Provide a no-cost permit to the CITY for its work in COUNTY's right-of-way, which permit approval shall not be unreasonably withheld, delayed or conditioned.
- 1.8 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of the California Public Contract Code applicable to counties.
- 1.9 Require its contractor to maintain and to comply throughout the term of any contract awarded by COUNTY with the insurance requirements described in County Policy Numbers 11-07 and 11-07SP.
- 1.10 Provide adequate inspection of all items of work performed under the construction contract(s) with COUNTY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by CITY. COUNTY shall provide copies of any records of inspection and materials testing to CITY within ten (10) days of COUNTY's receipt of written demand from CITY for such records. This shall be included as a PROJECT cost.

- 1.11 After bid opening and prior to award of the construction contract, submit to the CITY an invoice for the estimated CITY share of PROJECT construction costs based on the COUNTY/CITY percentage share determined from the bid result.
- 1.12 Upon PROJECT completion, calculate actual COUNTY/CITY PROJECT share percentages based on the final contract work and cost, which shall include any changes made within the COUNTY and/or CITY as provided in this Agreement.
- 1.13 Based on the COUNTY percentage calculated pursuant to paragraph 1.12, pay its share of the actual PROJECT costs. The actual PROJECT costs shall include the cost of PROJECT design, survey, CEQA compliance, construction, construction engineering, inspection and COUNTY overhead costs. COUNTY's share of PROJECT costs is estimated to be \$9,045,000 and shall not exceed \$11,306,250 (25% increase over the COUNTY's PROJECT cost estimate) absent a written amendment to this Agreement pursuant to paragraph 3.17.
- 1.14 Upon PROJECT completion and the capture of all PROJECT expenses, submit to the CITY an itemized accounting of actual PROJECT costs incurred by the COUNTY and, if said costs exceed the amount paid by CITY pursuant to paragraphs 1.11 and 2.5, an invoice for the remainder of the CITY's share of the actual PROJECT costs, up to the amount set forth in Section 2.6 hereof, as provided herein. Said invoice shall set forth all actual PROJECT costs incurred by COUNTY, together with adequate documentation of said expenditures and a copy of the overall CITY/COUNTY percentage share calculation spreadsheet. If the actual PROJECT costs incurred by COUNTY are less than the amount paid by CITY pursuant to paragraphs 1.11 and 2.5, then COUNTY shall refund CITY the difference within thirty (30) days after issuance of the itemized accounting.

2.0 CITY AGREES TO:

- 2.1 Review and approve the plans and specifications of the PROJECT.
- 2.2 At its own cost and not included in this PROJECT cost, perform all right-of-way acquisition related work inside the CITY's jurisdiction that is determined to be necessary for the PROJECT. Right-of-way acquisition related work includes, but is not limited to, right-of-way document preparation (legal description and plat), appraisal, acquisition, temporary construction easements, utility easements, utility relocations, site clearance activities, plant/tree/fence/wall removal and relocation/replacement, legal negotiations, eminent domain proceedings, property settlements, and all right-of-way capital costs (actual cost of right-of-way).
- 2.3 Provide a no-cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.4 Obtain a no-cost permit from the COUNTY for work within the COUNTY'S right-of-way, which permit approval shall not be unreasonably withheld, delayed or conditioned.
- 2.5 Within thirty (30) days after receipt of the invoice from the COUNTY pursuant to paragraph 1.11 above, pay to the COUNTY the invoiced amount.
- 2.6 Within thirty (30) days after receipt of the itemized accounting and invoice from the COUNTY pursuant to paragraph 1.14 above, pay to the COUNTY the remainder of its share of the actual PROJECT costs based on the CITY percentage calculated pursuant to paragraph 1.12. The PROJECT costs shall include the cost of PROJECT design, survey, CEQA compliance, construction, construction engineering, inspection and COUNTY overhead costs. CITY's share of PROJECT costs is currently estimated to be \$1,205,000 and shall not exceed \$1,506,250 (25% increase over the PROJECT cost estimate) absent a written approval from the CITY's designated representative).
- 2.7 Should existing sewer manholes within CITY's jurisdiction require height adjustment to the new level of pavement during construction, CITY shall pay 100% of the actual cost for adjusting the manholes as a separate expense from this Agreement.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Except for activities that are impossible to perform during the construction phase of PROJECT, before, during and after CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any and all work (including, but not limited to, maintenance) for the COUNTY maintained highways in the PROJECT limits that are within the COUNTY unincorporated area and the CITY shall be responsible for performing any and all work

- (including, but not limited to, maintenance) for City streets in the PROJECT limits that are in the CITY incorporated area.
- 3.2 COUNTY agrees to indemnify, defend and hold harmless the CITY and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions or willful misconduct which arise from COUNTY's performance of its obligations under this Agreement.
- 3.3 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from CITY's negligent acts or omissions or willful misconduct which arise from CITY's performance of its obligations under this Agreement.
- 3.4 In the event the COUNTY and/or the CITY 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 CITY shall indemnify the other to the extent of its comparative fault.
- 3.5 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.2, 3.3 and 3.4.
- 3.6 COUNTY and CITY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of the terms, conditions or obligations of this Agreement.
- 3.7 The Parties acknowledge that actual PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs (including, but not limited to, additional PROJECT costs caused by an increase in engineering cost, higher bid prices, change orders, or arising from unforeseen site conditions, including utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below)) over the estimated total of the PROJECT's cost of \$10,250,000 (which is the sum of \$9,045,000 from COUNTY and \$1,205,000 from CITY) shall be borne by each PARTY based upon where the work is required (i.e. whether the work is required in the COUNTY's or CITY's jurisdiction) up to the amounts set forth in Section 1.13 and 2.6, respectively.
- 3.8 If either COUNTY or CITY requests additional work that is beyond the scope of the original PROJECT, and not considered by all Parties to be a necessary part of the PROJECT, said work, if approved by both Parties pursuant to paragraph 3.17 will be paid solely by the agency requesting the work.
- 3.9 In the case wherein one of the Parties owns a utility that needs to be relocated for the PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a PROJECT cost for which the COUNTY and CITY will be responsible for funding for work located within their respective boundaries.
- 3.10 As design progresses, if it is found by COUNTY's Director of Public Works, or the Director's designee, that a cost overrun of 25% or more of the estimated total of the PROJECT costs will occur, COUNTY shall provide CITY notice of this fact and COUNTY and CITY shall endeavor to agree upon an alternative course of action, including amending the cost estimates. If, after thirty (30) days of COUNTY notice, an alternative course of action is not mutually agreed upon in writing between the COUNTY and CITY, this Agreement shall be deemed to be terminated by mutual consent.
- 3.11 COUNTY shall notify CITY of the bids received and the amounts thereof. In the event that either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party at a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by either Party, contractor or potential contractor.
- 3.12 If after opening bids for the PROJECT, it is found that the responsive and responsible low bid amount is 25% or less over the construction cost shown in Exhibit B, COUNTY may award the contract.
- 3.13 If, upon opening of bids, it is found that the responsive and responsible low bid amount is over 25% more than the construction cost shown in Exhibit B or the Amended Exhibit B pursuant to

paragraph 3.10 of the Agreement, COUNTY shall not award the contract unless: 1) COUNTY receives written permission from the CITY's City Engineer or designee, to proceed with the award; and 2) COUNTY's Board of Supervisors approves the award of the construction contract. If the above described conditions are not met, COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days of the bid opening, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.

- 3.14 In the event that change orders are required during the course of the PROJECT, said change orders must be delivered by fax or email and must be returned within two (2) days. The CITY shall not unreasonably withhold approval of change orders. If a CITY disapproved or modified change order is later found to be a cost of the PROJECT, then the CITY shall be responsible for any costs, awards, judgments or settlements associated with the disapproved or modified change order.
- 3.15 This Agreement may be cancelled upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel this Agreement after COUNTY awards a contract to construct the PROJECT. In the event of cancellation as provided herein, including termination pursuant to paragraphs 3.10, 3.11 and 3.13 above, all PROJECT expenses occurred prior to the effective date of cancellation/termination shall be paid by the Parties in the same proportion to their contribution for the PROJECT. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.16 Except as provided in paragraphs 3.15 and 3.24, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for its share of the PROJECT costs or refund by COUNTY pursuant to paragraph 1.14.
- 3.17 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.18 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY 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.
- 3.19 Time is of the essence for each and every provision of this Agreement.
- 3.20 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed COUNTY work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.21 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.
- 3.22 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.
- 3.23 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.24 This Agreement will be effective on the date signed and approved by both Parties and shall terminate upon satisfaction of the terms identified in paragraph 3.16 or December 31, 2026 (whichever occurs first).
- 3.25 Any written notice required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Upland
460 N. Euclid Avenue
Upland, CA 91786
Attn: Public Works Department
Engineering Division

COUNTY:
San Bernardino County
Department of Public Works
825 E. Third Street Room 143
San Bernardino, CA 92415
Attn: Transportation Planning
Division

and shall be effective upon receipt thereof.

3.26 The Recitals are incorporated into the body of this Agreement.

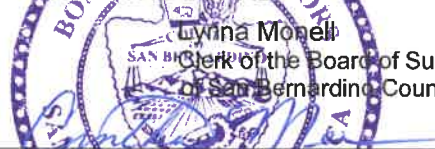
THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

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

SAN BERNARDINO COUNTY

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: **OCT 05 2021**
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By 
Lynna Monelli
Clerk of the Board of Supervisors
of San Bernardino County
Deputy



CITY OF UPLAND

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

By ► 
(Authorized signature - sign in blue ink)

Name Stephen Parker
(Print or type name of person signing contract)

Title Acting City Manager
(Print or Type)

Dated: **9/14/21**

Address 460 N. Euclid Avenue
Upland, CA 91786

FOR COUNTY USE ONLY

Approved as to Legal Form

► **SEE ATTACHED**
Suzanne Bryant, Deputy County Counsel
Date _____

Reviewed for Contract Compliance

► 
Andy Silao, P.E.
Date **9/24/2021**

Reviewed/Approved by Department

► 
Brendon Biggs, Director
Date **9-27-21**

CITY:
City of Upland
460 N. Euclid Avenue
Upland, CA 91786
Attn: Public Works Department
Engineering Division

COUNTY:
San Bernardino County
Department of Public Works
825 E. Third Street Room 143
San Bernardino, CA 92415
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Division

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SAN BERNARDINO COUNTY

CITY OF UPLAND

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

►
Curt Hagman, Chairman, Board of Supervisors

By ►
(Authorized signature - sign in blue ink)

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

Name Stephen Parker
(Print or type name of person signing contract)

Title Acting City Manager
(Print or Type)

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

By _____
Deputy

Dated: _____

Address 460 N. Euclid Avenue
Upland, CA 91786

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Suzanne Bryant, Deputy County Counsel

Date 9.21.2021

Reviewed for Contract Compliance

►
Andy Silao, P.E.

Date _____

Reviewed/Approved by Department

►
Brendon Biggs, Director

Date _____

EXHIBIT A

MOUNTAIN AVENUE AND OTHER ROADS ROAD LIST FOR COUNTY/CITY PAVEMENT REHABILITATION IN THE SAN ANTONIO HEIGHTS AREA

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
Shared Roads					
Forman Street	24Th St N/.07M N, 25Th St	0.24	0.08	0.32	Leveling Course; Overlay
Twenty-Fourth Street	Burt St E/Forman St	0.12	0.13	0.25	Overlay
Twenty-Fourth Street	San Antonio Ave E/.14M E, Cliff Rd	0.61	0.62	1.23	Overlay
Twenty-Third Street	Mountain Ave E/San Antonio	0.27	0.27	0.54	Mill and Overlay
Mountain Avenue	Twenty-Third N/Mountain Ln	0.16	0.19	0.35	Mill and Overlay
San Antonio Avenue	23rd N/24Th	0.13	0.13	0.26	Mill and Overlay
City Only Roads					
Twenty-Fourth Street	Burt St W .06M	-	0.03	0.03	Overlay
Twenty-Fourth Street	Forman St E/Mountain Ave	-	0.21	0.21	Overlay
County Only Roads					
Alpine Road	Bellview Rd NE .04M	0.06	-	0.06	Leveling Course; Overlay
Arctic Drive	Bellview Rd N .04M	0.04	-	0.04	Leveling Course; Overlay
Beck Street	24Th St N/Newman St	0.10	-	0.10	Overlay
Bellevue Road	24Th N&W/Euclid Crescent East	0.25	-	0.25	Leveling Course; Overlay
Bellevue Road	Euclid Crescent East N .14M	0.14	-	0.14	Leveling Course; Overlay
Bellevue Road	25Th St N&W/Alpine Rd	0.20	-	0.20	Leveling Course; Overlay
Bellevue Road	San Antonio Crescent East NW .08M	0.08	-	0.08	Leveling Course; Overlay
Broadview Avenue	Twenty-Third St N/Rosedale	0.12	-	0.12	Leveling Course; Overlay
Burt Street	Twenty-Fourth St N/Twenty-Fifth	0.25	-	0.25	Leveling Course; Overlay
Campus Avenue	24Th St N .13M	0.13	-	0.13	Overlay
Canyon Drive	Mesa Terrace N .09M	0.09	-	0.09	Overlay
Cliff Road	24Th St N/25Th St	0.37	-	0.37	Leveling Course; Overlay
Cliff Road	25Th St-E Leg N/.06 N, Cypress Dr	0.16	-	0.16	Leveling Course; Overlay
Cliff Road	.06M N, Cypress Dr N/.04Mn, Euclid C E	0.09	-	0.09	Leveling Course; Overlay
Colony Drive	.12M W, Mt Lane E/Mt Lane	0.12	-	0.12	Leveling Course; Overlay

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
Cypress Drive	25Th St N&W .14M	0.14	-	0.14	Leveling Course; Overlay
Cypress Drive	Cliff Rd E/Thunder Mountain Rd	0.08	-	0.08	Overlay
Electric Avenue	Forman St W+NW/.07M NW,25Th St	0.34	-	0.34	Leveling Course; Overlay
Elizabeth Court	Twenty-Fourth St N .06M	0.06	-	0.06	Overlay
Euclid Avenue	24Th St NW/Mountain Ave	0.96	-	0.96	Overlay
Euclid Crescent East	24Th St NE/25Th St	0.47	-	0.47	Leveling Course; Overlay
Euclid Crescent East	Prospect Ave NE/.09W, Thunder Mountain Rd	0.30	-	0.30	Leveling Course; Overlay
Euclid Crescent East	.09M W, Thunder Mountain Rd E/Thunder Mountain	0.09	-	0.09	Leveling Course; Overlay
Glendale Road	Mountain Ave E/Park Blvd	0.14	-	0.14	Leveling Course; Overlay
Hidden Lane	Paloma Curve NE&N .12M	0.12	-	0.12	Leveling Course; Overlay
Highland Road	Bellevue Rd NW/.03M W, Prospect Ave	0.16	-	0.16	Leveling Course; Overlay
Highland Road	.03M W, Prospect Ave E&N/Cliff Rd	0.22	-	0.22	Leveling Course; Overlay
Hillcrest Drive	Mountain Ave Ely/Park Blvd	0.18	-	0.18	Leveling Course; Overlay
Jonquil Drive	25Th St N&E .10M	0.10	-	0.10	Leveling Course; Overlay
Kilbourne Drive	Mountain Dr NE/End	0.17	-	0.17	Leveling Course; Overlay
Lamplighter Lane	End NE/Sierra 0000	0.07	-	0.07	Leveling Course; Overlay
Linda Lane	Twenty-Fourth St N/End	0.05	-	0.05	Leveling Course; Overlay
Mesa Terrace	Mountain NW/Twenty-Fifth	0.29	-	0.29	Overlay
Mountain Avenue	Mountain Ln N/Euclid Ave	0.87	-	0.87	Leveling Course; Overlay
Mountain Drive	Mountain Ave NE/Euclid Ave	0.15	-	0.15	Overlay
Newman Street	Burt St E/Beck St	0.12	-	0.12	Overlay
Ocean View Court	End E/Cliff Rd	0.07	-	0.07	Leveling Course; Overlay
Ocean View Drive	Mesa Ter Loop N/Mesa Ter	0.32	-	0.32	Leveling Course; Overlay
Paloma Curve	Ravinia Curve N/Park Blvd	0.13	-	0.13	Leveling Course; Overlay
Park Boulevard	Mountain Ave Loop SE&N/Mountain Ave	0.74	-	0.74	Leveling Course; Overlay
Piedmont Drive	.16M W, Mountain Ln E .02M	0.02	-	0.02	Leveling Course; Overlay

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
Piedmont Drive	.14M W, Mountain Ln E/Mountain Ln	0.14	-	0.14	Leveling Course; Overlay
Pontevechio Court	Mountain Ave Nly .12M	0.12	-	0.12	Overlay
Primrose Lane	25Th St N 0.10M	0.10	-	0.10	Leveling Course; Overlay
Prospect Drive	Cliff Rd NW/Highland Rd	0.18	-	0.18	Leveling Course; Overlay
Prospect Drive	Highland Rd NW/Euclid Crescent East	0.17	-	0.17	Leveling Course; Overlay
Prospect Drive	25Th St NW/Vista Dr	0.23	-	0.23	Leveling Course; Overlay
Ravina Curve	Rosedale Cr NE/San Antonio	0.20	-	0.20	Leveling Course; Overlay
Rose Court	Bellevue Rd NE .06M	0.06	-	0.06	Leveling Course; Overlay
Rosedale Curve	23rd E/23rd St	0.34	-	0.34	Leveling Course; Overlay
San Antonio Crescent East	24Th St N/San Antonio Crescent W	0.06	-	0.06	Overlay
San Antonio Crescent East	San Antonio Crescent W NE/Euclid Ave	0.41	-	0.41	Overlay
San Antonio Crescent East	Euclid Ave NE 0.13M	0.13	-	0.13	Leveling Course; Overlay
San Antonio Crescent East	0.07M S, Bellview Rd NEly/Bellview Rd	0.07	-	0.07	Leveling Course; Overlay
San Antonio Crescent East	Bellevue Rd(Nbleg)E/Bellevue(S blg)	0.08	-	0.08	Leveling Course; Overlay
San Antonio Crescent W	San Antonio Cres E NW/Mountain Ave	0.17	-	0.17	Overlay
San Mateo Drive	Vista Dr N/End	0.05	-	0.05	Leveling Course; Overlay
Santa Rosa Court	Mountain Ave N/End	0.05	-	0.05	Leveling Course; Overlay
Sierra Drive	Vista NW/End	0.31	-	0.31	Overlay
Spring Terrace	25Th St N 0.12M	0.12	-	0.12	Leveling Course; Overlay
Sunset Court	End E/Sunset Curve	0.07	-	0.07	Leveling Course; Overlay
Sunset Curve	Rosedale Curve NW/Mountain Ave	0.24	-	0.24	Leveling Course; Overlay
Terrace Drive	Park Blvd Ely/Park Blvd	0.27	-	0.27	Leveling Course; Overlay
Thunder Mountain Road	Cypress Dr N/Euclid Crescent East	0.17	-	0.17	Leveling Course; Overlay
Twenty-Fifth Street	.03M W, Burt St E/Burt St	0.03	-	0.03	Leveling Course; Overlay
Twenty-Fifth Street	Electric Ave E/Mountain Ln	0.38	-	0.38	Leveling Course; Overlay
Twenty-Fifth Street	.10M W, Jonquil Dr E/.04MW,Jonquil Dr	0.06	-	0.06	Leveling Course; Overlay
Twenty-Fifth Street	.04M W, Jonquil E/Euclid Crescent E	0.18	-	0.18	Leveling Course; Overlay

Road Name	Road Limits	County Length	City Length	Total Length	Scope of Work
Twenty-Fifth Street	Euclid Crescent East E/Highland Rd	0.27	-	0.27	Leveling Course; Overlay
Twenty-Fifth Street	Cliff Rd E/End	0.10	-	0.10	Overlay
Vista Drive	Twenty-Fourth NE/Belleview	0.50	-	0.50	Leveling Course; Overlay
Vista Drive	.03M S, Prospect Ave NE/Prospect Ave	0.03	-	0.03	Leveling Course; Overlay
Vista Drive	Prospect Ave NE .17M	0.17	-	0.17	Leveling Course; Overlay
Wildrose Lane	25Th St N 0.12M	0.12	-	0.12	Leveling Course; Overlay
Twenty-Fifth Street	Mesa Ter E/Belleview Rd	0.99	-	0.99	Mill and Overlay
Mountain Avenue	Euclid Ave N/LA COL	1.91	-	1.91	Mill and Overlay
Mountain Lane	Mountain Ave N/.04M N, Colony Dr	0.31	-	0.31	Mill and Overlay
Total		18.88	1.66	20.54	

ADA CURB RAMP LIST

Ramp Location	Cross Street	Corner
City Ramps		
Mountain Avenue	Mildura Avenue	NW
Mountain Avenue	Mildura Avenue	SW
Mountain Avenue	W Twenty-Fourth Street	NW
Mountain Avenue	W Twenty-Fourth Street	SW
Mountain Avenue	Walnut Avenue	SW
Mountain Avenue	Walnut Avenue	NW
Twenty-Fourth Street	2Nd Avenue	SE
Twenty-Fourth Street	2Nd Avenue	SW
Twenty-Fourth Street	Campus Avenue	SW
Twenty-Fourth Street	Campus Avenue	SE
Twenty-Fourth Street	Deakin Avenue	SE
Twenty-Fourth Street	Deakin Avenue	SW
Twenty-Fourth Street	Euclid Avenue	SE
Twenty-Fourth Street	Euclid Avenue	SW
Twenty-Fourth Street	First Avenue	SE
Twenty-Fourth Street	First Avenue	SW
Twenty-Fourth Street	Fourth Avenue	SE
Twenty-Fourth Street	Fourth Avenue	SW
Twenty-Fourth Street	Fox Ridge Way	SE
Twenty-Fourth Street	Fox Ridge Way	SW
Twenty-Fourth Street	Parkcrest Street	SW
Twenty-Fourth Street	Parkcrest Street	SE

Ramp Location	Cross Street	Corner
Twenty-Fourth Street	San Antonio Avenue	SW
Twenty-Fourth Street	San Antonio Park	NE
Twenty-Fourth Street	San Antonio Park	NW
Twenty-Fourth Street	San Antonio Park	SE
Twenty-Fourth Street	Ukiah Way	SE
Twenty-Fourth Street	Ukiah Way	SW
Twenty-Third Street	Coolcrest Avenue	SE
Twenty-Third Street	Coolcrest Avenue	SW
Twenty-Third Street	Mildura Avenue	SE
Twenty-Third Street	Omalley Avenue	SW
Twenty-Third Street	Omalley Way	SE
Twenty-Third Street	San Antonio Avenue	NE
Twenty-Third Street	San Antonio Avenue	SE
Twenty-Third Street	San Antonio Avenue	SW
County Ramps		
Mountain Avenue	Glendale Road	SE
Mountain Avenue	Pontevechio Ct	NE
Mountain Avenue	Pontevechio Ct	NW
Mountain Avenue	Sunset Curve	SE
Twenty Four Street	Euclid Avenue	NW
Euclid Ave	Vista Drive	NE
Vista Drive	San Mateo Drive	NE
Vista Drive	San Mateo Drive	NW

EXHIBIT B

DESCRIPTION	AMOUNT	COUNTY OF SAN BERNARDINO SHARE	CITY OF UPLAND SHARE
Construction (including contingencies)	\$8,200,000	\$7,235,000	\$965,000
All Other Costs such as design, survey, CEQA compliance, construction engineering, inspection and County overhead	\$2,050,000	\$1,810,000	\$240,000
TOTAL	\$10,250,000	\$9,045,000	\$1,205,000