



MEMORANDUM

Date: May 2, 2022

To: Mayor and City Council

From: Monica Heredia, Director of Public Works/City Engineer

Subject: Consent Calendar Item C-3 — Traffic Engineering Services Agreement with AGA Engineers for the Arrow Highway and Central Avenue Projects

cc: City Manager, City Attorney, City Clerk

City Attorney Robins has requested that Agreement No. 22-37 with AGA Engineering, Inc., on the agenda this evening be replaced with the attached revised agreement.

The revised agreement includes:

- Changes to insurance limits under Section 10
- Minor edits to Section 21
- Exhibit A is included, which was inadvertently left out of the agenda packet.
- All other terms of the agreement remain the same.

Additional revisions may be made as deemed appropriate by the City Attorney after City Council approval.



CITY OF MONTCLAIR
AGREEMENT FOR CONSULTANT SERVICES
FOR TRAFFIC ENGINEERING

THIS AGREEMENT is made effective as of May 2, 2022, between the City of Montclair, a municipal corporation ("City") and AGA Engineers, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on May 3, 2022 and shall remain and continue in effect for a period approximately three years, expiring on June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by reference as though set forth in full, based upon actual time spent on the above tasks.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the

amounts and in the manner as agreed to by City's City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at not less than thirty (30) calendar days' prior written notice. The Consultant may only terminate this Agreement for cause, and by giving the City prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the City, and provided Consultant is not then in breach, the Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the Consultant shall have no other claim against the City by reason of such termination. The Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City's City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or

liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant's officers, agents, representative, employees, independent Consultants, subconsultants/subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subconsultants/subcontractors, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Consultant's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subconsultants/subcontractors and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subconsultant, Subcontractor, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Subconsultant, Subcontractor or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines,

penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, independent contractors, subconsultants or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies.

No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$2,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Consultant
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subconsultants/Subcontractors

Consultant shall be responsible for causing Subconsultants/Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subconsultants'/Subcontractors' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as good as CG 20 38 04 13.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subConsultants, shall not without written authorization from the City Building Maintenance Supervisor or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subConsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no

obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subConsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subConsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Monica Heredia
City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Chalap Sadam
Vice-President
AGA Engineers, Inc.
211 East Imperial Highway, Suite 208
Fullerton, CA 92835

17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Consultant's proposal.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MONTCLAIR

AGA ENGINEERS, INC.

By: _____
Javier John Dutrey, Mayor

By: _____
Name:
Title:

Attest:

By: _____
Andrea M. Myrick, City Clerk

By: _____
Name:
Title:

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

April 7, 2022

Ms. Monica Heredia, P.E.
Public Works Director/City Engineer
City of Montclair
511 Benito Street
Montclair, California 91763

RE: Proposal to Provide Professional Engineering Design Services for Traffic Signal Improvements on Arrow Highway

Dear Ms. Heredia:

AGA Engineers, Inc. (AGA) is pleased to present to the City of Montclair with the following proposal under our On-Call Traffic Engineering Services agreement with the City. Our proposal is to provide professional engineering design services to perform traffic signal improvements along the Arrow Highway corridor between the Police Department signal and Central Avenue. It is understood that the City currently has a project to perform traffic signal upgrades, street improvements, and signing and striping updates along Arrow Highway. AGA will incorporate the improvements completed as part of that project into the project plans. It is important to note that AGA prepared Montclair's Citywide Traffic Signal Communications Master Plan identifying proposed routing of new fiber optic infrastructure and has provided on-call services to the City of Montclair for over two decades. AGA's extensive knowledge of the City's traffic signal system will allow AGA to "hit the ground running" on this important project.

AGA staff has also developed excellent relationships with both Engineering and Information Technology staff at the City plus we have an in-depth understanding of the City's communications system and the QuicNet traffic signal system. The AGA Team will leverage the experience gained via previous projects in the City and our relationships to complete Phases II and III of the Citywide Fiber Optic Communications project in a timely and efficient manner.

Based on this wealth of experience, and having worked in the City of Montclair for over two decades and completing similar projects, the AGA Team has developed a unique project approach to streamline design and field implementation in the most efficient and cost-effective manner possible. Our goal is to provide the City with a smooth and seamless project experience from the initial project kick-off meeting through implementation and into the operations phase. Furthermore, any one of our key project team members can be on-site and accessible to City staff with a quick phone call.

Integration of these systems requires extensive knowledge and expertise of the systems. AGA staff has in-depth knowledge and experience in integrating and maintaining/supporting the City of Montclair's traffic signal system.

AGA staff experience in integrating the central system hardware (computer servers, workstations, Ethernet switches, modems, port servers, and fiber optic equipment components) with field elements including interfacing with traffic signal system vendors, communication systems specialists and City's Information Technology staff will be key to project success. Additionally, due to our on-going signal system monitoring projects in the City and with various agencies, AGA is fully knowledgeable of each of the systems' complexities and key interrelationships of hardware, software, and people.

SCOPE OF WORK

Task 1: Project Management

Team meetings will be held as required. As Project Managers, Mr. Ignacio Sanchez and Mr. Ruben Perales will arrange/chair all formal meetings that are included as part of the project scope of work. They will be responsible for adherence to the project schedule for maintaining quality control of all project work products. In short, they will do everything necessary to ensure that the project is completed on time, within budget, and in a manner that fulfills all the goals and objectives of the City of Montclair. Additionally, they will fully leverage AGA's Project Administrative team experience in managing the Project, including project budget control and invoicing, tracking of project schedule, regular project updates and progress reports, agency comment dispositions and document control and filing.

It is anticipated that all design efforts, including City review of preliminary plans, specifications and cost estimates, and providing final plans, specifications and cost estimates, can be completed within four months of receipt of notice to proceed. Upon receipt of the actual Notice to Proceed, and prior to the project Kick-Off Meeting, AGA will prepare a detailed project schedule that includes actual start dates, activity durations, product submittal dates, etc., including City review times. Agendas and minutes will be prepared for all meetings and provided to all meeting attendees. In addition to the Kick-Off Meeting, subsequent meetings will be held as necessary. It is anticipated that meetings would be held monthly or bimonthly during the design phases of the project.

Task 2: Traffic Signal Timing

Subtask: Local Signal Timing

Currently as part of a separate project, AGA is updating the pedestrian and vehicle clearance times at various locations in the City. Under this task, AGA will conduct field measurements for vehicle

extension times. The minimum green signal timing parameters will be evaluated using measurements from Google Earth. The updated timing charts will then be submitted to the City for review and approval prior to implementation.

Subtask: Coordination Signal Timing

Under this task, AGA will prepare coordination signal timing plans for weekday AM/Midday/PM and weekend Midday time periods for the corridor. The coordination signal timing will be developed, implemented, and fine-tuned to facilitate the movement of traffic on the Arrow Highway corridor. AGA will assess the traffic conditions and if new cycle lengths are required, AGA will develop new signal timing coordination plans for the entire length of Arrow Highway in the City of Montclair. The intersection of Arrow Highway and Central Avenue has been excluded from this project as it is being covered as part of the Central Avenue corridor project. New traffic signal coordination timing sheets will be provided to the City for review and approval prior to implementation.

Subtask: Convert Existing Timing Charts

AGA will convert existing McCain 200/233 signal timing charts to timing charts specific to the new controller units to be installed at the project intersections. This task will involve the translation of signal timing parameters including, but not limited to, phase sequencing, time-of-day plans, detector settings, special functions, and other such operational details from the existing McCain 200/233 format timing charts to the new controller format. This task will also involve the conversion of the force-offs used in the McCain 200/233 control environment to phase splits for use in the new controller. AGA engineers will perform this conversion process on each of the timing charts for all project intersections. The City has considered upgrading the McCain QuicNet system to McCain Transparency. If the City chooses to upgrade to the McCain Transparency system, then the new traffic signal controller and program will need to be incorporated in this project.

Task 3: Fiber Optic Communication Plans

AGA will prepare a 40 scale Fiber Optic Communications Plan for Arrow Highway from the Police Department signal to Central Avenue. AGA will conduct a field review to identify proposed routing of new 4" fiber optic communication conduit as well as proposed locations of communication pull boxes, splice vaults, communication hubs, etc. AGA will coordinate with the City and Southern California Edison to potentially utilize the street lighting conduit trench for the installation of the new fiber optic conduit. The final Fiber Optic Communication Plans will show all conduit, pull boxes, cable, Ethernet switches and other pertinent details to connect the new fiber optic cable to the existing/modified traffic signal controller assemblies for a complete and operational traffic signal system. All fiber optic components will be designed per the latest City of Montclair, Caltrans, and CA MUTCD standards. As part of the Fiber Optic Communication Plans, a detailed Fiber Assignments Details sheet will be included to document all fiber connections and splices along the Arrow Highway corridor. Based on the final approved plan, AGA will develop project special provisions and an itemized construction cost

estimate for all required improvements. Underground utility information will be obtained from the street improvement plans. In addition to the fiber optic cable proposed for the project corridor, a new fiber optic cable connection will be designed between the Montclair Police Department Building and City Hall. AGA will coordinate with City staff, including City IT staff as well PD staff, to determine the appropriate routing and termination of the new fiber optic cable within the police department building.

Task 4: Construction Engineering Support

As part of this task, AGA will provide construction engineering support during construction of the proposed improvements to include the following:

- Review and provide responses to prospective bidder's questions related to traffic signal modification plan during bid process.
- After award of construction, attend pre-construction meeting to address any traffic signal communication improvement related items.
- Assist in reviewing and providing recommendations on traffic signal equipment and fiber optic communication equipment submittals from Contractor.
- Review and provide recommendations on any Request for Information (RFIs) or Contract Change Orders (CCOs) from Contractor during construction of the traffic signal improvements.
- Prepare final as-built plans based on Contractor's redlines from the field.

Task 5: System Integration

AGA will provide overall system integration which includes coordination with the construction contractor responsible for installing new signal controllers and cabinets, communication hardware (cables, switches, Ethernet radios, etc.), CCTV cameras, etc. AGA will work hand in hand with the contractor in configuring all IP devices installed as part of the project. Connectivity from the Traffic Management Center to all IP devices in the field will be verified and documented. AGA will also be present at the time of controller change-outs and/or cabinet assembly installations to verify all controller programming and intersection operations. Any changes made to network parameters (VLANs, IP addressing), if any, will be documented in the as-built plans.

Ms. Monica Heredia, P.E.
 April 7, 2022
 Page 5 of 5

SCHEDULE AND FEE

AGA is prepared to commence work on the Arrow Highway improvements immediately upon receipt of a written notice to proceed. It is anticipated that a first submittal may be prepared and submitted to the City within 8-10 weeks from notice to proceed.

The following is a cost breakdown for each of the tasks identified in the above scope of work.

Work Element	Description	Cost
Task 1	Project Management	\$6,130
Task 2	Traffic Signal Timing	\$20,000
Task 3	Fiber Optic Communication Plans	\$8,960
Task 4	Construction Engineering Support	\$8,125
Task 5	System Integration	\$5,960

Total: \$49,175

Should you have any questions regarding this proposal, please feel free to contact me at (714) 992-4592. We look forward to working with you on this important project.

Respectfully Submitted,

AGA Engineers, Inc.



Chalap K. Sadam, P.E., T.E.
President

AGA Engineers, Inc., Montclair Proposal - Arrow Hwy Improvements_REV2.docx

CITY OF MONTCLAIR
Professional Engineering and Design Services for Arrow Highway Corridor
Hourly Breakdown Per Task
AGA Engineers Inc

Job Classification/Title	Hourly Rates	Task 1 Project Management	Task 2 Traffic Signal Timing	Task 3 Fiber Optic Communication Plans	Task 4 Construction Engineering Support	Task 5 System Integration	TOTAL Hrs/Cost
Chalap Sadam, Project Manager/President	\$275	2 \$550	4 \$1,100	2 \$550	1 \$275	\$0	9 \$2,475
Greg Wong, Vice President	\$250	4 \$1,000	7 \$1,750	\$0	4 \$1,000	2 \$500	17 \$4,250
Ignacio Sanchez, Sr. Transp Eng	\$200	6 \$1,200	2 \$400	0 \$0	8 \$1,600	\$0	16 \$3,200
Ruben Perales, Sr. Design Engineer	\$185	8 \$1,480	2 \$370	8 \$1,480	14 \$2,590	4 \$740	36 \$6,660
Roland Hizon, Sr. Project Engineer & QA/QC	\$175	4 \$700	4 \$700	\$0	\$0	\$0	8 \$1,400
Phillip Fuentes, Sr. Signal System Specialist	\$165	\$0	20 \$3,300	8 \$1,320	4 \$660	8 \$1,320	40 \$6,600
Mando Coronado, Signal System Specialist	\$150	\$0	20 \$3,000	8 \$1,200	4 \$600	8 \$1,200	40 \$6,000
Andrew Luna, Associate Transportation Engineer III	\$140	\$0	16 \$2,240	\$0	\$0	8 \$1,120	24 \$3,360
Jessica Espinoza, Associate Transportation Engineer III	\$140	\$0	8 \$1,120	18 \$2,520	10 \$1,400	\$0	36 \$5,040
Elias Sanchez, Associate Engineer I	\$110	\$0	8 \$880	\$0	\$0	\$0	8 \$880
Jorge Sanchez, Assistant Transportation Engineer	\$90	\$0	12 \$1,080	21 \$1,890	\$0	4 \$360	37 \$3,330
Vannessa Pedroza, Assistan Transportation Engineer	\$90	\$0	12 \$1,080	\$0	\$0	4 \$360	16 \$1,440
Giselle Hernandez, Assistant Transporation Engineer	\$90	\$0	12 \$1,080	\$0	\$0	4 \$360	16 \$1,440
Pauline Bingham, Engineering Aide II	\$75	16 \$1,200	4 \$300	\$0	\$0	\$0	20 \$1,500
Total AGA Hours		40	131	65	45	42	323
Total AGA Cost		\$6,130	\$18,400	\$8,960	\$8,125	\$5,960	\$47,575
Other Direct Costs/Expenses							
Traffic Counts Sub-Consultant			\$1,600				\$1,600
Total Other Direct Cost		\$0	\$1,600	\$0	\$0	\$0	\$1,600
TOTAL PROJECT COST		\$6,130	\$20,000	\$8,960	\$8,125	\$5,960	\$49,175

April 6, 2022

Ms. Monica Heredia, P.E.
Public Works Director/City Engineer
City of Montclair
511 Benito Street
Montclair, California 91763

RE: Proposal to Provide Professional Engineering Design Services for Traffic Signal Improvements on Central Avenue

Dear Ms. Heredia:

AGA Engineers, Inc. (AGA) is pleased to present to the City of Montclair with the following proposal under our On-Call Traffic Engineering Services agreement with the City. Our proposal is to provide professional engineering design services to perform traffic signal improvements along the Central Avenue corridor between Costco Drive south of the I-10 Freeway and Richton Street. It is important to note that AGA previously worked on completing the design for similar improvements on Central Avenue from Costco Drive to the south City limits. In addition, AGA prepared Montclair's Citywide Traffic Signal Communications Master Plan identifying proposed routing of new fiber optic infrastructure. AGA's extensive knowledge of the City's traffic signal system will allow AGA to "hit the ground running" on this important project.

AGA staff has also developed excellent relationships with both Engineering and Information Technology staff at the City plus we have an in-depth understanding of the City's communications system and the QuicNet traffic signal system. The AGA Team will leverage the experience gained via previous projects in the City and our relationships to complete Phases II and III of the Citywide Fiber Optic Communications project in a timely and efficient manner.

Based on this wealth of experience, and having worked in the City of Montclair for over two decades and completing similar projects, the AGA Team has developed a unique project approach to streamline design and field implementation in the most efficient and cost-effective manner possible. Our goal is to provide the City with a smooth and seamless project experience from the initial project kick-off meeting through implementation and into the operations phase. Furthermore, any one of our key project team members can be on-site and accessible to City staff with a quick phone call.

Integration of these systems requires extensive knowledge and expertise of the systems. AGA staff has in-depth knowledge and experience in integrating and maintaining/supporting the City of Montclair's traffic signal system.

AGA staff experience in integrating the central system hardware (computer servers, workstations, Ethernet switches, modems, port servers, and fiber optic equipment components) with field elements including interfacing with traffic signal system vendors, communication systems specialists and City's Information Technology staff will be key to project success. Additionally, due to our on-going signal system monitoring projects in the City and with various agencies, AGA is fully knowledgeable of each of the systems' complexities and key interrelationships of hardware, software, and people.

SCOPE OF WORK

Task 1: Project Management

Team meetings will be held as required. As Project Managers, Mr. Ignacio Sanchez and Mr. Ruben Perales will arrange/chair all formal meetings that are included as part of the project scope of work. They will be responsible for adherence to the project schedule for maintaining quality control of all project work products. In short, they will do everything necessary to ensure that the project is completed on time, within budget, and in a manner that fulfills all the goals and objectives of the City of Montclair. Additionally, they will fully leverage AGA's Project Administrative team experience in managing the Project, including project budget control and invoicing, tracking of project schedule, regular project updates and progress reports, agency comment dispositions and document control and filing.

It is anticipated that all design efforts, including City review of preliminary plans, specifications and cost estimates, and providing final plans, specifications and cost estimates, can be completed within ten months of receipt of notice to proceed. Upon receipt of the actual Notice to Proceed, and prior to the project Kick-Off Meeting, AGA will prepare a detailed project schedule that includes actual start dates, activity durations, product submittal dates, etc., including City review times. Agendas and minutes will be prepared for all meetings and provided to all meeting attendees. In addition to the Kick-Off Meeting, subsequent meetings will be held as necessary. It is anticipated that meetings would be held monthly or bimonthly during the design phases of the project.

Task 2: Traffic Signal Timing

Subtask: Local Signal Timing

Currently as part of a separate project, AGA is updating the pedestrian and vehicle clearance times at various locations in the City. Under this task, AGA will conduct field measurements for vehicle

extension times. The minimum green signal timing parameters will be evaluated using measurements from Google Earth. The updated timing charts will then be submitted to the City for review and approval prior to implementation.

Subtask: Coordination Signal Timing

Under this task, AGA will prepare coordination signal timing plans for weekday AM/Midday/PM and weekend Midday time periods for the corridor. The coordination signal timing will be developed, implemented, and fine-tuned to facilitate the movement of traffic on the Central Avenue corridor. AGA will assess the traffic conditions and if new cycle lengths are required, AGA will develop new signal timing coordination plans for the entire length of Central Avenue in the City of Montclair. In addition, AGA will coordinate with Caltrans relative to the installation of a new 2070-7G GPS unit for Caltrans signalized intersection for time based coordination. New traffic signal coordination timing sheets will be provided to the City for review and approval prior to implementation. AGA has provided a reduced cost for the preparation of the new coordination timing due to AGA's involvement in preparing the previous coordination timing for this corridor.

Subtask: Convert Existing Timing Charts

AGA will convert existing McCain 200/233 signal timing charts to timing charts specific to the new controller units to be installed at the project intersections. This task will involve the translation of signal timing parameters including, but not limited to, phase sequencing, time-of-day plans, detector settings, special functions, and other such operational details from the existing McCain 200/233 format timing charts to the new controller format. This task will also involve the conversion of the force-offs used in the McCain 200/233 control environment to phase splits for use in the new controller. AGA engineers will perform this conversion process on each of the timing charts for all project intersections. The City has considered upgrading the McCain QuicNet central system to McCain Transparency. If the City chooses to upgrade to the McCain Transparency system, then the new traffic signal controller and program will need to be incorporated in this project.

Task 3: Traffic Signal Modification Plans and Fiber Optic Communication Plans

Traffic Signal Modification Plans

Traffic Signal Modification Plans will be prepared/updated for each signalized intersection along the project corridor as detailed below. The extent of the traffic signal modification plans will be based on the street improvement plans previously prepared by City of Montclair's civil engineering consultant, and new street improvements plans for future improvements along Moreno Street. AGA will leverage the previous traffic signal modification plans prepared under the Central Avenue Rehabilitation Project. Due to the significant changes and street improvements at Moreno Street, the traffic signal modification plan for Central Avenue at Moreno Street will be completely redesigned. It is understood that the remaining intersections along the project corridor (Central Avenue/Richton St, Central

Avenue/Olive Street, and Central Avenue/Montclair Place) will not be impacted by street improvements. As such, the existing traffic signal modification plans previously prepared will be updated primarily to address and/or minimize the construction challenges encountered during the signal modifications of the Central Avenue Rehabilitation Project, as well as to reassess right-of-way constraints due to the larger footprint of traffic signal poles which came about by new Caltrans Standards.

Fiber Optic Communication Plans

AGA will prepare a 40 scale Fiber Optic Communications Plan for Central Avenue from north of Costco Drive to Richton Street. New fiber optic trunk line will be spliced to the existing fiber optic trunk line just north of Costco Drive. AGA will conduct a field review to identify proposed routing of new 4" fiber optic communication conduit as well as proposed locations of communication pull boxes, splice vaults, communication hubs, etc. The final Fiber Optic Communication Plans will show all conduit, pull boxes, cable, Ethernet switches and other pertinent details to connect the new fiber optic cable to the existing/modified traffic signal controller assemblies for a complete and operational traffic signal system. All fiber optic components will be designed per the latest City of Montclair, Caltrans, and CA MUTCD standards. As part of the Fiber Optic Communication Plans, a detailed Fiber Assignments Details sheet will be included to document all fiber connections and splices along the Central Avenue corridor. Based on the final approved plan, AGA will develop project special provisions and an itemized construction cost estimate for all required improvements. In addition to the fiber optic cable proposed for the project corridor, a new fiber optic cable connection will be designed between City Hall and the adjacent City of Montclair Community Center. AGA will coordinate with City staff, including City IT staff, to determine the appropriate routing and termination of the new fiber optic cable within the Community Center.

Task 4: Signing and Striping Plans

AGA will update the previously prepared signing and striping plans completed under the Central Avenue Rehabilitation Project. Significant updates to the signing and striping plan will be required due to the proposed street improvements planned for the Arrow Highway and Moreno Street corridors. Additionally, striping changes currently being completed at the Central Avenue/I-10 interchange will be reflected on the signing and striping plan to match the proposed striping with the existing striping at the interchange. The plan will show all existing and proposed signing, striping, pavement markings, crosswalks, and will include any modifications or changes to ensure compliance with the latest Americans with Disabilities Act (ADA) requirements.

Task 5: Coordination with Caltrans

Fiber optic communications is being proposed across the Central Avenue/I-10 interchange. As such, AGA will coordinate with Caltrans to prepare and submit the necessary Encroachment Permit

application for construction within Caltrans right-of-way. AGA will submit the permit application and will coordinate with Caltrans on making any necessary revisions to the plans based on Caltrans comments. An approved Encroachment Permit will be secured prior to construction to be used by the Contractor to apply for a Caltrans Double Permit. AGA will also coordinate with Caltrans on implementation of the updated signal coordination timing plans.

Task 6: Construction Engineering Support

As part of this task, AGA will provide construction engineering support during construction of the proposed improvements to include the following:

- Review and provide responses to prospective bidder's questions related to traffic signal modification plan during bid process.
- After award of construction, attend pre-construction meeting to address any traffic signal improvement related items.
- Assist in reviewing and providing recommendations on traffic signal equipment and fiber optic communication equipment submittals from Contractor.
- Review and provide recommendations on any Request for Information (RFIs) or Contract Change Orders (CCOs) from Contractor during construction of the traffic signal improvements.
- Prepare final as-built plans based on Contractor's redlines from the field.

Task 7: System Integration

AGA will provide overall system integration which includes coordination with the construction contractor responsible for installing new signal controllers and cabinets, communication hardware (cables, switches, Ethernet radios, etc.), CCTV cameras, etc. AGA will work hand in hand with the contractor in configuring all IP devices installed as part of the project. Connectivity from the Traffic Management Center to all IP devices in the field will be verified and documented. AGA will also be present at the time of controller change-outs and/or cabinet assembly installations to verify all controller programming and intersection operations. Any changes made to network parameters (VLAN'S, IP addressing), if any, will be documented in the as-built plans.

Ms. Monica Heredia, P.E.
 April 6, 2022
 Page 6 of 6

SCHEDULE AND FEE

AGA is prepared to commence work on the Central Avenue traffic signal improvements immediately upon receipt of a written notice to proceed. It is anticipated that a first submittal may be prepared and submitted to the City within 12-16 weeks from notice to proceed and receipt of any street improvement plans prepared by City of Montclair’s civil engineering consultant.

The following is a cost breakdown for each of the tasks identified in the above scope of work.

Work Element	Description	Cost
Task 1	Project Management	\$14,960
Task 2	Traffic Signal Timing	\$38,005
Task 3	Traffic Signal Modification Plans and Fiber Optic Communication Plans	\$47,180
Task 4	Signing and Striping Plans	\$6,035
Task 5	Coordination with Caltrans	\$5,215
Task 6	Construction Engineering Support	\$9,950
Task 7	System Integration	\$19,985

Total: \$141,330

Should you have any questions regarding this proposal, please feel free to contact me at (714) 992-4592. We look forward to working with you on this important project.

Respectfully Submitted,

AGA Engineers, Inc.

Chalap K. Sadam, P.E., T.E.

President

AGA Engineers, Inc., Montclair Proposal - Central Ave Improvements_REV2.docx



CITY OF MONTCLAIR
Professional Engineering and Design Services for Central Avenue Corridor
Hourly Breakdown Per Task
AGA Engineers Inc

Job Classification/Title	Hourly Rates	Task 1 Project Management	Task 2 Traffic Signal Timing	Task 3 Traffic Signal Modification and Fiber Optic Communication Plans	Task 4 Signing and Striping Plans	Task 5 Coordination with Caltrans	Task 6 Construction Engineering Support	Task 7 System Integration	TOTAL Hrs/Cost
Chalap Sadam, Project Manager/President	\$275	8 \$2,200	9 \$2,475	4 \$1,100	1 \$275	1 \$275	2 \$550	1 \$275	26 \$7,150
Greg Wong, Vice President	\$250	16 \$4,000	18 \$4,500	6 \$1,500	\$0	8 \$2,000	4 \$1,000	4 \$1,000	56 \$14,000
Ignacio Sanchez, Sr. Transp Eng	\$200	16 \$3,200	4 \$800	16 \$3,200	4 \$800	\$0	8 \$800	4 \$800	52 \$10,400
Ruben Perales, Sr. Design Engineer	\$185	16 \$2,960	8 \$1,480	32 \$5,920	4 \$740	\$0	8 \$1,480	6 \$1,110	74 \$13,690
Roland Hizon, Sr. Project Engineer & QA/QC	\$175	8 \$1,400	7 \$1,225	4 \$700	\$0	\$0	\$0	\$0	19 \$3,325
Phillip Fuentes, Sr. Signal System Specialist	\$165	\$0	17 \$2,805	16 \$2,640	4 \$660	4 \$660	8 \$1,320	48 \$7,920	97 \$16,005
Mando Coronado, Signal System Specialist	\$150	\$0	17 \$2,550	16 \$2,400	4 \$600	4 \$600	8 \$1,200	48 \$7,200	97 \$14,550
Andrew Luna, Associate Transportation Engineer III	\$140	\$0	32 \$4,480	18 \$2,520	\$0	12 \$1,680	\$0	12 \$1,680	74 \$10,360
Jessica Espinoza, Associate Transportation Engineer III	\$140	\$0	20 \$2,800	64 \$8,960	16 \$2,240	\$0	20 \$2,800	\$0	120 \$16,800
Elias Sanchez, Associate Engineer I	\$110	\$0	20 \$2,200	48 \$5,280	\$0	\$0	\$0	\$0	68 \$7,480
Jorge Sanchez, Assistant Transportation Engineer	\$90	\$0	32 \$2,880	48 \$4,320	\$0	\$0	\$0	\$0	80 \$7,200
Vannessa Pedroza, Assistan Transportation Engineer	\$90	\$0	32 \$2,880	48 \$4,320	4 \$360	\$0	\$0	\$0	84 \$7,560
Giselle Hernandez, Assistant Transportation Engineer	\$90	\$0	32 \$2,880	48 \$4,320	4 \$360	\$0	\$0	\$0	84 \$7,560
Pauline Bingham, Engineering Aide II	\$75	16 \$1,200	6 \$450	\$0	\$0	\$0	\$0	\$0	22 \$1,650
Total AGA Hours		80	254	368	41	29	58	123	953
Total AGA Cost		\$14,960	\$34,405	\$47,180	\$6,035	\$5,215	\$9,950	\$19,985	\$137,730
Other Direct Costs/Expenses									
Traffic Counts Sub-Consultant			\$3,600						\$3,600
Total Other Direct Cost		\$0	\$3,600	\$0	\$0	\$0	\$0	\$0	\$3,600
TOTAL PROJECT COST		\$14,960	\$38,005	\$47,180	\$6,035	\$5,215	\$9,950	\$19,985	\$141,330

April 7, 2022

Ms. Monica Heredia, P.E.
Public Works Director/City Engineer
City of Montclair
511 Benito Street
Montclair, California 91763

RE: Proposal to Provide Professional Engineering Design Services for Traffic Signal Improvements on Arrow Highway

Dear Ms. Heredia:

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Based on this wealth of experience, and having worked in the City of Montclair for over two decades and completing similar projects, the AGA Team has developed a unique project approach to streamline design and field implementation in the most efficient and cost-effective manner possible. Our goal is to provide the City with a smooth and seamless project experience from the initial project kick-off meeting through implementation and into the operations phase. Furthermore, any one of our key project team members can be on-site and accessible to City staff with a quick phone call.

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AGA staff experience in integrating the central system hardware (computer servers, workstations, Ethernet switches, modems, port servers, and fiber optic equipment components) with field elements including interfacing with traffic signal system vendors, communication systems specialists and City's Information Technology staff will be key to project success. Additionally, due to our on-going signal system monitoring projects in the City and with various agencies, AGA is fully knowledgeable of each of the systems' complexities and key interrelationships of hardware, software, and people.

SCOPE OF WORK

Task 1: Project Management

Team meetings will be held as required. As Project Managers, Mr. Ignacio Sanchez and Mr. Ruben Perales will arrange/chair all formal meetings that are included as part of the project scope of work. They will be responsible for adherence to the project schedule for maintaining quality control of all project work products. In short, they will do everything necessary to ensure that the project is completed on time, within budget, and in a manner that fulfills all the goals and objectives of the City of Montclair. Additionally, they will fully leverage AGA's Project Administrative team experience in managing the Project, including project budget control and invoicing, tracking of project schedule, regular project updates and progress reports, agency comment dispositions and document control and filing.

It is anticipated that all design efforts, including City review of preliminary plans, specifications and cost estimates, and providing final plans, specifications and cost estimates, can be completed within four months of receipt of notice to proceed. Upon receipt of the actual Notice to Proceed, and prior to the project Kick-Off Meeting, AGA will prepare a detailed project schedule that includes actual start dates, activity durations, product submittal dates, etc., including City review times. Agendas and minutes will be prepared for all meetings and provided to all meeting attendees. In addition to the Kick-Off Meeting, subsequent meetings will be held as necessary. It is anticipated that meetings would be held monthly or bimonthly during the design phases of the project.

Task 2: Traffic Signal Timing

Subtask: Local Signal Timing

Currently as part of a separate project, AGA is updating the pedestrian and vehicle clearance times at various locations in the City. Under this task, AGA will conduct field measurements for vehicle

extension times. The minimum green signal timing parameters will be evaluated using measurements from Google Earth. The updated timing charts will then be submitted to the City for review and approval prior to implementation.

Subtask: Coordination Signal Timing

Under this task, AGA will prepare coordination signal timing plans for weekday AM/Midday/PM and weekend Midday time periods for the corridor. The coordination signal timing will be developed, implemented, and fine-tuned to facilitate the movement of traffic on the Arrow Highway corridor. AGA will assess the traffic conditions and if new cycle lengths are required, AGA will develop new signal timing coordination plans for the entire length of Arrow Highway in the City of Montclair. The intersection of Arrow Highway and Central Avenue has been excluded from this project as it is being covered as part of the Central Avenue corridor project. New traffic signal coordination timing sheets will be provided to the City for review and approval prior to implementation.

Subtask: Convert Existing Timing Charts

AGA will convert existing McCain 200/233 signal timing charts to timing charts specific to the new controller units to be installed at the project intersections. This task will involve the translation of signal timing parameters including, but not limited to, phase sequencing, time-of-day plans, detector settings, special functions, and other such operational details from the existing McCain 200/233 format timing charts to the new controller format. This task will also involve the conversion of the force-offs used in the McCain 200/233 control environment to phase splits for use in the new controller. AGA engineers will perform this conversion process on each of the timing charts for all project intersections. The City has considered upgrading the McCain QuicNet system to McCain Transparency. If the City chooses to upgrade to the McCain Transparency system, then the new traffic signal controller and program will need to be incorporated in this project.

Task 3: Fiber Optic Communication Plans

AGA will prepare a 40 scale Fiber Optic Communications Plan for Arrow Highway from the Police Department signal to Central Avenue. AGA will conduct a field review to identify proposed routing of new 4" fiber optic communication conduit as well as proposed locations of communication pull boxes, splice vaults, communication hubs, etc. AGA will coordinate with the City and Southern California Edison to potentially utilize the street lighting conduit trench for the installation of the new fiber optic conduit. The final Fiber Optic Communication Plans will show all conduit, pull boxes, cable, Ethernet switches and other pertinent details to connect the new fiber optic cable to the existing/modified traffic signal controller assemblies for a complete and operational traffic signal system. All fiber optic components will be designed per the latest City of Montclair, Caltrans, and CA MUTCD standards. As part of the Fiber Optic Communication Plans, a detailed Fiber Assignments Details sheet will be included to document all fiber connections and splices along the Arrow Highway corridor. Based on the final approved plan, AGA will develop project special provisions and an itemized construction cost

estimate for all required improvements. Underground utility information will be obtained from the street improvement plans. In addition to the fiber optic cable proposed for the project corridor, a new fiber optic cable connection will be designed between the Montclair Police Department Building and City Hall. AGA will coordinate with City staff, including City IT staff as well PD staff, to determine the appropriate routing and termination of the new fiber optic cable within the police department building.

Task 4: Construction Engineering Support

As part of this task, AGA will provide construction engineering support during construction of the proposed improvements to include the following:

- Review and provide responses to prospective bidder's questions related to traffic signal modification plan during bid process.
- After award of construction, attend pre-construction meeting to address any traffic signal communication improvement related items.
- Assist in reviewing and providing recommendations on traffic signal equipment and fiber optic communication equipment submittals from Contractor.
- Review and provide recommendations on any Request for Information (RFIs) or Contract Change Orders (CCOs) from Contractor during construction of the traffic signal improvements.
- Prepare final as-built plans based on Contractor's redlines from the field.

Task 5: System Integration

AGA will provide overall system integration which includes coordination with the construction contractor responsible for installing new signal controllers and cabinets, communication hardware (cables, switches, Ethernet radios, etc.), CCTV cameras, etc. AGA will work hand in hand with the contractor in configuring all IP devices installed as part of the project. Connectivity from the Traffic Management Center to all IP devices in the field will be verified and documented. AGA will also be present at the time of controller change-outs and/or cabinet assembly installations to verify all controller programming and intersection operations. Any changes made to network parameters (VLANs, IP addressing), if any, will be documented in the as-built plans.

Ms. Monica Heredia, P.E.
 April 7, 2022
 Page 5 of 5

SCHEDULE AND FEE

AGA is prepared to commence work on the Arrow Highway improvements immediately upon receipt of a written notice to proceed. It is anticipated that a first submittal may be prepared and submitted to the City within 8-10 weeks from notice to proceed.

The following is a cost breakdown for each of the tasks identified in the above scope of work.

Work Element	Description	Cost
Task 1	Project Management	\$6,130
Task 2	Traffic Signal Timing	\$20,000
Task 3	Fiber Optic Communication Plans	\$8,960
Task 4	Construction Engineering Support	\$8,125
Task 5	System Integration	\$5,960

Total: \$49,175

Should you have any questions regarding this proposal, please feel free to contact me at (714) 992-4592. We look forward to working with you on this important project.

Respectfully Submitted,

AGA Engineers, Inc.



Chalap K. Sadam, P.E., T.E.
President

AGA Engineers, Inc., Montclair Proposal - Arrow Hwy Improvements_REV2.docx

CITY OF MONTCLAIR
Professional Engineering and Design Services for Arrow Highway Corridor
Hourly Breakdown Per Task
AGA Engineers Inc

Job Classification/Title	Hourly Rates	Task 1 Project Management	Task 2 Traffic Signal Timing	Task 3 Fiber Optic Communication Plans	Task 4 Construction Engineering Support	Task 5 System Integration	TOTAL Hrs/Cost
Chalap Sadam, Project Manager/President	\$275	2 \$550	4 \$1,100	2 \$550	1 \$275	\$0	9 \$2,475
Greg Wong, Vice President	\$250	4 \$1,000	7 \$1,750	\$0	4 \$1,000	2 \$500	17 \$4,250
Ignacio Sanchez, Sr. Transp Eng	\$200	6 \$1,200	2 \$400	0 \$0	8 \$1,600	\$0	16 \$3,200
Ruben Perales, Sr. Design Engineer	\$185	8 \$1,480	2 \$370	8 \$1,480	14 \$2,590	4 \$740	36 \$6,660
Roland Hizon, Sr. Project Engineer & QA/QC	\$175	4 \$700	4 \$700	\$0	\$0	\$0	8 \$1,400
Phillip Fuentes, Sr. Signal System Specialist	\$165	\$0	20 \$3,300	8 \$1,320	4 \$660	8 \$1,320	40 \$6,600
Mando Coronado, Signal System Specialist	\$150	\$0	20 \$3,000	8 \$1,200	4 \$600	8 \$1,200	40 \$6,000
Andrew Luna, Associate Transportation Engineer III	\$140	\$0	16 \$2,240	\$0	\$0	8 \$1,120	24 \$3,360
Jessica Espinoza, Associate Transportation Engineer III	\$140	\$0	8 \$1,120	18 \$2,520	10 \$1,400	\$0	36 \$5,040
Elias Sanchez, Associate Engineer I	\$110	\$0	8 \$880	\$0	\$0	\$0	8 \$880
Jorge Sanchez, Assistant Transportation Engineer	\$90	\$0	12 \$1,080	21 \$1,890	\$0	4 \$360	37 \$3,330
Vannessa Pedroza, Assistan Transportation Engineer	\$90	\$0	12 \$1,080	\$0	\$0	4 \$360	16 \$1,440
Giselle Hernandez, Assistant Transporation Engineer	\$90	\$0	12 \$1,080	\$0	\$0	4 \$360	16 \$1,440
Pauline Bingham, Engineering Aide II	\$75	16 \$1,200	4 \$300	\$0	\$0	\$0	20 \$1,500
Total AGA Hours		40	131	65	45	42	323
Total AGA Cost		\$6,130	\$18,400	\$8,960	\$8,125	\$5,960	\$47,575
Other Direct Costs/Expenses							
Traffic Counts Sub-Consultant			\$1,600				\$1,600
Total Other Direct Cost		\$0	\$1,600	\$0	\$0	\$0	\$1,600
TOTAL PROJECT COST		\$6,130	\$20,000	\$8,960	\$8,125	\$5,960	\$49,175

April 6, 2022

Ms. Monica Heredia, P.E.
Public Works Director/City Engineer
City of Montclair
511 Benito Street
Montclair, California 91763

RE: Proposal to Provide Professional Engineering Design Services for Traffic Signal Improvements on Central Avenue

Dear Ms. Heredia:

AGA Engineers, Inc. (AGA) is pleased to present to the City of Montclair with the following proposal under our On-Call Traffic Engineering Services agreement with the City. Our proposal is to provide professional engineering design services to perform traffic signal improvements along the Central Avenue corridor between Costco Drive south of the I-10 Freeway and Richton Street. It is important to note that AGA previously worked on completing the design for similar improvements on Central Avenue from Costco Drive to the south City limits. In addition, AGA prepared Montclair's Citywide Traffic Signal Communications Master Plan identifying proposed routing of new fiber optic infrastructure. AGA's extensive knowledge of the City's traffic signal system will allow AGA to "hit the ground running" on this important project.

AGA staff has also developed excellent relationships with both Engineering and Information Technology staff at the City plus we have an in-depth understanding of the City's communications system and the QuicNet traffic signal system. The AGA Team will leverage the experience gained via previous projects in the City and our relationships to complete Phases II and III of the Citywide Fiber Optic Communications project in a timely and efficient manner.

Based on this wealth of experience, and having worked in the City of Montclair for over two decades and completing similar projects, the AGA Team has developed a unique project approach to streamline design and field implementation in the most efficient and cost-effective manner possible. Our goal is to provide the City with a smooth and seamless project experience from the initial project kick-off meeting through implementation and into the operations phase. Furthermore, any one of our key project team members can be on-site and accessible to City staff with a quick phone call.

Integration of these systems requires extensive knowledge and expertise of the systems. AGA staff has in-depth knowledge and experience in integrating and maintaining/supporting the City of Montclair's traffic signal system.

AGA staff experience in integrating the central system hardware (computer servers, workstations, Ethernet switches, modems, port servers, and fiber optic equipment components) with field elements including interfacing with traffic signal system vendors, communication systems specialists and City's Information Technology staff will be key to project success. Additionally, due to our on-going signal system monitoring projects in the City and with various agencies, AGA is fully knowledgeable of each of the systems' complexities and key interrelationships of hardware, software, and people.

SCOPE OF WORK

Task 1: Project Management

Team meetings will be held as required. As Project Managers, Mr. Ignacio Sanchez and Mr. Ruben Perales will arrange/chair all formal meetings that are included as part of the project scope of work. They will be responsible for adherence to the project schedule for maintaining quality control of all project work products. In short, they will do everything necessary to ensure that the project is completed on time, within budget, and in a manner that fulfills all the goals and objectives of the City of Montclair. Additionally, they will fully leverage AGA's Project Administrative team experience in managing the Project, including project budget control and invoicing, tracking of project schedule, regular project updates and progress reports, agency comment dispositions and document control and filing.

It is anticipated that all design efforts, including City review of preliminary plans, specifications and cost estimates, and providing final plans, specifications and cost estimates, can be completed within ten months of receipt of notice to proceed. Upon receipt of the actual Notice to Proceed, and prior to the project Kick-Off Meeting, AGA will prepare a detailed project schedule that includes actual start dates, activity durations, product submittal dates, etc., including City review times. Agendas and minutes will be prepared for all meetings and provided to all meeting attendees. In addition to the Kick-Off Meeting, subsequent meetings will be held as necessary. It is anticipated that meetings would be held monthly or bimonthly during the design phases of the project.

Task 2: Traffic Signal Timing

Subtask: Local Signal Timing

Currently as part of a separate project, AGA is updating the pedestrian and vehicle clearance times at various locations in the City. Under this task, AGA will conduct field measurements for vehicle

extension times. The minimum green signal timing parameters will be evaluated using measurements from Google Earth. The updated timing charts will then be submitted to the City for review and approval prior to implementation.

Subtask: Coordination Signal Timing

Under this task, AGA will prepare coordination signal timing plans for weekday AM/Midday/PM and weekend Midday time periods for the corridor. The coordination signal timing will be developed, implemented, and fine-tuned to facilitate the movement of traffic on the Central Avenue corridor. AGA will assess the traffic conditions and if new cycle lengths are required, AGA will develop new signal timing coordination plans for the entire length of Central Avenue in the City of Montclair. In addition, AGA will coordinate with Caltrans relative to the installation of a new 2070-7G GPS unit for Caltrans signalized intersection for time based coordination. New traffic signal coordination timing sheets will be provided to the City for review and approval prior to implementation. AGA has provided a reduced cost for the preparation of the new coordination timing due to AGA's involvement in preparing the previous coordination timing for this corridor.

Subtask: Convert Existing Timing Charts

AGA will convert existing McCain 200/233 signal timing charts to timing charts specific to the new controller units to be installed at the project intersections. This task will involve the translation of signal timing parameters including, but not limited to, phase sequencing, time-of-day plans, detector settings, special functions, and other such operational details from the existing McCain 200/233 format timing charts to the new controller format. This task will also involve the conversion of the force-offs used in the McCain 200/233 control environment to phase splits for use in the new controller. AGA engineers will perform this conversion process on each of the timing charts for all project intersections. The City has considered upgrading the McCain QuicNet central system to McCain Transparency. If the City chooses to upgrade to the McCain Transparency system, then the new traffic signal controller and program will need to be incorporated in this project.

Task 3: Traffic Signal Modification Plans and Fiber Optic Communication Plans

Traffic Signal Modification Plans

Traffic Signal Modification Plans will be prepared/updated for each signalized intersection along the project corridor as detailed below. The extent of the traffic signal modification plans will be based on the street improvement plans previously prepared by City of Montclair's civil engineering consultant, and new street improvements plans for future improvements along Moreno Street. AGA will leverage the previous traffic signal modification plans prepared under the Central Avenue Rehabilitation Project. Due to the significant changes and street improvements at Moreno Street, the traffic signal modification plan for Central Avenue at Moreno Street will be completely redesigned. It is understood that the remaining intersections along the project corridor (Central Avenue/Richton St, Central

Avenue/Olive Street, and Central Avenue/Montclair Place) will not be impacted by street improvements. As such, the existing traffic signal modification plans previously prepared will be updated primarily to address and/or minimize the construction challenges encountered during the signal modifications of the Central Avenue Rehabilitation Project, as well as to reassess right-of-way constraints due to the larger footprint of traffic signal poles which came about by new Caltrans Standards.

Fiber Optic Communication Plans

AGA will prepare a 40 scale Fiber Optic Communications Plan for Central Avenue from north of Costco Drive to Richton Street. New fiber optic trunk line will be spliced to the existing fiber optic trunk line just north of Costco Drive. AGA will conduct a field review to identify proposed routing of new 4" fiber optic communication conduit as well as proposed locations of communication pull boxes, splice vaults, communication hubs, etc. The final Fiber Optic Communication Plans will show all conduit, pull boxes, cable, Ethernet switches and other pertinent details to connect the new fiber optic cable to the existing/modified traffic signal controller assemblies for a complete and operational traffic signal system. All fiber optic components will be designed per the latest City of Montclair, Caltrans, and CA MUTCD standards. As part of the Fiber Optic Communication Plans, a detailed Fiber Assignments Details sheet will be included to document all fiber connections and splices along the Central Avenue corridor. Based on the final approved plan, AGA will develop project special provisions and an itemized construction cost estimate for all required improvements. In addition to the fiber optic cable proposed for the project corridor, a new fiber optic cable connection will be designed between City Hall and the adjacent City of Montclair Community Center. AGA will coordinate with City staff, including City IT staff, to determine the appropriate routing and termination of the new fiber optic cable within the Community Center.

Task 4: Signing and Striping Plans

AGA will update the previously prepared signing and striping plans completed under the Central Avenue Rehabilitation Project. Significant updates to the signing and striping plan will be required due to the proposed street improvements planned for the Arrow Highway and Moreno Street corridors. Additionally, striping changes currently being completed at the Central Avenue/I-10 interchange will be reflected on the signing and striping plan to match the proposed striping with the existing striping at the interchange. The plan will show all existing and proposed signing, striping, pavement markings, crosswalks, and will include any modifications or changes to ensure compliance with the latest Americans with Disabilities Act (ADA) requirements.

Task 5: Coordination with Caltrans

Fiber optic communications is being proposed across the Central Avenue/I-10 interchange. As such, AGA will coordinate with Caltrans to prepare and submit the necessary Encroachment Permit

application for construction within Caltrans right-of-way. AGA will submit the permit application and will coordinate with Caltrans on making any necessary revisions to the plans based on Caltrans comments. An approved Encroachment Permit will be secured prior to construction to be used by the Contractor to apply for a Caltrans Double Permit. AGA will also coordinate with Caltrans on implementation of the updated signal coordination timing plans.

Task 6: Construction Engineering Support

As part of this task, AGA will provide construction engineering support during construction of the proposed improvements to include the following:

- Review and provide responses to prospective bidder's questions related to traffic signal modification plan during bid process.
- After award of construction, attend pre-construction meeting to address any traffic signal improvement related items.
- Assist in reviewing and providing recommendations on traffic signal equipment and fiber optic communication equipment submittals from Contractor.
- Review and provide recommendations on any Request for Information (RFIs) or Contract Change Orders (CCOs) from Contractor during construction of the traffic signal improvements.
- Prepare final as-built plans based on Contractor's redlines from the field.

Task 7: System Integration

AGA will provide overall system integration which includes coordination with the construction contractor responsible for installing new signal controllers and cabinets, communication hardware (cables, switches, Ethernet radios, etc.), CCTV cameras, etc. AGA will work hand in hand with the contractor in configuring all IP devices installed as part of the project. Connectivity from the Traffic Management Center to all IP devices in the field will be verified and documented. AGA will also be present at the time of controller change-outs and/or cabinet assembly installations to verify all controller programming and intersection operations. Any changes made to network parameters (VLAN'S, IP addressing), if any, will be documented in the as-built plans.

Ms. Monica Heredia, P.E.
 April 6, 2022
 Page 6 of 6

SCHEDULE AND FEE

AGA is prepared to commence work on the Central Avenue traffic signal improvements immediately upon receipt of a written notice to proceed. It is anticipated that a first submittal may be prepared and submitted to the City within 12-16 weeks from notice to proceed and receipt of any street improvement plans prepared by City of Montclair’s civil engineering consultant.

The following is a cost breakdown for each of the tasks identified in the above scope of work.

Work Element	Description	Cost
Task 1	Project Management	\$14,960
Task 2	Traffic Signal Timing	\$38,005
Task 3	Traffic Signal Modification Plans and Fiber Optic Communication Plans	\$47,180
Task 4	Signing and Striping Plans	\$6,035
Task 5	Coordination with Caltrans	\$5,215
Task 6	Construction Engineering Support	\$9,950
Task 7	System Integration	\$19,985

Total: \$141,330

Should you have any questions regarding this proposal, please feel free to contact me at (714) 992-4592. We look forward to working with you on this important project.

Respectfully Submitted,

AGA Engineers, Inc.

Chalap K. Sadam, P.E., T.E.

President

AGA Engineers, Inc., Montclair Proposal - Central Ave Improvements_REV2.docx



CITY OF MONTCLAIR
Professional Engineering and Design Services for Central Avenue Corridor
Hourly Breakdown Per Task
AGA Engineers Inc

Job Classification/Title	Hourly Rates	Task 1 Project Management	Task 2 Traffic Signal Timing	Task 3 Traffic Signal Modification and Fiber Optic Communication Plans	Task 4 Signing and Striping Plans	Task 5 Coordination with Caltrans	Task 6 Construction Engineering Support	Task 7 System Integration	TOTAL Hrs/Cost
Chalap Sadam, Project Manager/President	\$275	8 \$2,200	9 \$2,475	4 \$1,100	1 \$275	1 \$275	2 \$550	1 \$275	26 \$7,150
Greg Wong, Vice President	\$250	16 \$4,000	18 \$4,500	6 \$1,500	\$0	8 \$2,000	4 \$1,000	4 \$1,000	56 \$14,000
Ignacio Sanchez, Sr. Transp Eng	\$200	16 \$3,200	4 \$800	16 \$3,200	4 \$800	\$0	8 \$1,600	4 \$800	52 \$10,400
Ruben Perales, Sr. Design Engineer	\$185	16 \$2,960	8 \$1,480	32 \$5,920	4 \$740	\$0	8 \$1,480	6 \$1,110	74 \$13,690
Roland Hizon, Sr. Project Engineer & QA/QC	\$175	8 \$1,400	7 \$1,225	4 \$700	\$0	\$0	\$0	\$0	19 \$3,325
Phillip Fuentes, Sr. Signal System Specialist	\$165	\$0	17 \$2,805	16 \$2,640	4 \$660	4 \$660	8 \$1,320	48 \$7,920	97 \$16,005
Mando Coronado, Signal System Specialist	\$150	\$0	17 \$2,550	16 \$2,400	4 \$600	4 \$600	8 \$1,200	48 \$7,200	97 \$14,550
Andrew Luna, Associate Transportation Engineer III	\$140	\$0	32 \$4,480	18 \$2,520	\$0	12 \$1,680	\$0	12 \$1,680	74 \$10,360
Jessica Espinoza, Associate Transportation Engineer III	\$140	\$0	20 \$2,800	64 \$8,960	16 \$2,240	\$0	20 \$2,800	\$0	120 \$16,800
Elias Sanchez, Associate Engineer I	\$110	\$0	20 \$2,200	48 \$5,280	\$0	\$0	\$0	\$0	68 \$7,480
Jorge Sanchez, Assistant Transportation Engineer	\$90	\$0	32 \$2,880	48 \$4,320	\$0	\$0	\$0	\$0	80 \$7,200
Vannessa Pedroza, Assistan Transportation Engineer	\$90	\$0	32 \$2,880	48 \$4,320	4 \$360	\$0	\$0	\$0	84 \$7,560
Giselle Hernandez, Assistant Transporation Engineer	\$90	\$0	32 \$2,880	48 \$4,320	4 \$360	\$0	\$0	\$0	84 \$7,560
Pauline Bingham, Engineering Aide II	\$75	16 \$1,200	6 \$450	\$0	\$0	\$0	\$0	\$0	22 \$1,650
Total AGA Hours		80	254	368	41	29	58	123	953
Total AGA Cost		\$14,960	\$34,405	\$47,180	\$6,035	\$5,215	\$9,950	\$19,985	\$137,730
Other Direct Costs/Expenses									
Traffic Counts Sub-Consultant			\$3,600						\$3,600
Total Other Direct Cost		\$0	\$3,600	\$0	\$0	\$0	\$0	\$0	\$3,600
TOTAL PROJECT COST		\$14,960	\$38,005	\$47,180	\$6,035	\$5,215	\$9,950	\$19,985	\$141,330