

## **AGREEMENT FOR SERVICES**

This Agreement is made and entered into this 19th day of July, 2021, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and **AGA ENGINEERS, INC.**, (hereinafter referred to as the “**CONSULTANT**”).

### **RECITALS**

WHEREAS, **CITY** requires professional traffic and transportation engineering services; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES; TERM**

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment “A” (the documents contained in Attachment “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that CITY may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on July 19, 2021 and continue until completion of the work and its final acceptance by the **CITY**; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

**ARTICLE II**  
**RESPONSIBILITIES OF CONSULTANT**

2.1 Control and Payment of Subordinates.

**CITY** retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

**ARTICLE III**  
**COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed **\$85,000.00**, without written approval of **CITY'S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

3.2 Payment of Compensation.

**CONSULTANT** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from July 19, 2021, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

### 3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

### 3.4 Amendment of Scope of Work.

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## **ARTICLE IV** **INSURANCE**

### 4.1 Insurance Requirements.

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. 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.

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.

#### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** 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 \$1,000,000 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.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$1,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) Commercial General Liability
  - (1) **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.

Additional Insured Endorsements shall not:

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

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

- (2) **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.

(b) Auto Liability

- (1) **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
- (2) **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.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

#### 4.4 Insurance Obligations of Consultant.

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.

#### 4.5 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.

#### 4.6 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.

#### 4.7 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.

#### 4.8 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.

#### 4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

#### 4.10 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 until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

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.

#### 4.11 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 by the **CITY**.

#### 4.12 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** Contract 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 Contract.

#### 4.13 Insurance for Subcontractors.

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

#### 4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

### **ARTICLE V** **TERMINATION AND INDEMNIFICATION**

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

#### 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

#### 5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or

cure unsatisfactory work performed by **CONSULTANT** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY'S** sole risk and without liability or legal expense to **CONSULTANT**.

#### 5.6 Indemnification and Hold Harmless.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONSULTANT**, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

### **ARTICLE VI** **GENERAL PROVISIONS**

#### 6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY MANAGER  
CITY OF LA HABRA  
P.O. Box 337  
La Habra, Ca. 90633

TO CONSULTANT: CHALAP K. SADAM, PE, TE, PRESIDENT  
AGA ENGINEERS, INC.  
211 East Imperial Highway, Suite 208  
Fullerton, Ca. 92835

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

## 6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

## 6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

## 6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

## 6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national

origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

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

6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder.

**CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT**

under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

#### 6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

#### 6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

#### 6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

#### 6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

#### 6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that \_\_\_\_\_'s personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason \_\_\_\_\_ should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

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

**CITY OF LA HABRA:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jim Sadro, City Manager

\_\_\_\_\_  
Richard D. Jones, City Attorney

**ATTEST:**

\_\_\_\_\_  
Laurie Swindell, MMC, City Clerk

**COUNTER SIGNED:**

\_\_\_\_\_  
Chalap K. Sadam, President

**EXHIBIT "A"**  
**SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

# PROPOSAL

## Professional Consultant Traffic and Transportation Engineering Services

*City of La Habra*

*FY 2021/2022 through FY 2026/2027*

May 27, 2021





May 27, 2021

Mr. Michael Plotnik, T.E.  
Traffic Manager  
City of La Habra  
110 East La Habra Boulevard  
La Habra, California 90631

**RE: Proposal for Professional Consultant Traffic and Transportation Engineering Services  
FY 2021-2022 to FY 2026-2027**

Dear Mr. Plotnik:

AGA Engineers, Inc. (AGA) is pleased to submit this proposal in response to the City of La Habra's Request for Proposal (RFP) for Professional Consultant Traffic and Transportation Engineering Services FY 2021-2022 to FY 2026-2027. As specified in the RFP, three paper copies and one digital copy of this proposal is being submitted. A paper copy of the fee proposal is being submitted under separate cover.

Our proposal is based on the RFP requirements, the previous projects AGA staff has completed for the City, and our extensive experience providing as-needed traffic engineering design services for many agencies in Southern California.

AGA Engineers, Inc. was founded in 2020 by Mr. Chalap K. Sadam, former Vice President and co-founder of Albert Grover & Associates. The new company was formed after the passing of the founder and CEO, Mr. Albert Grover. As a part of Albert Grover & Associates, the team worked together successfully providing engineering services to various cities and counties throughout Southern California. Many of the senior and professional staff members of Albert Grover & Associates are now part of AGA Engineers, bringing with them all their collective professional engineering qualifications, expertise and experience. Although AGA Engineers is technically a new company with a new name and new owner, as a team we have been established since 1993. This allows us to continue to provide the culture, policies, financial stability and appropriate work environment for our employees to continue to serve our clients successfully.

AGA is a full-service traffic engineering consulting firm whose engineering staff has been providing as-needed traffic engineering and field support services to many municipalities. We have the ability to provide all traffic and transportation engineering services the City may need in an expeditious and cost-effective manner. AGA is currently providing various cities with assistance in the areas of traffic signal design, various types of traffic studies and analyses, Planning Commission report preparation, plan checking services, grant application support and project administration, traffic signal and communications design, ITS design, traffic signal timing and coordination studies, traffic counts and data collection, and other associated traffic engineering services as directed by the City Traffic Manager.

For this project, AGA's Project Manager is **Mr. Greg Wong**, Vice President. He will be assisted by Mr. Chalap Sadam, who will be Principal-In-Charge and will serve as an alternate should Mr. Wong be unavailable due to illness or vacation. Also providing assistance will be Mr. Roland Hizon, who will

**AGA Engineers, Inc.**

211 Imperial Highway, Suite 208, Fullerton, CA 92835

(714) 992-4592 Email: [aga@agaengineersinc.com](mailto:aga@agaengineersinc.com)

Mr. Michael Plotnik, T.E.  
May 27, 2021  
Page 2 of 2

provide QA/QC. Qualifications for Mr. Wong, Mr. Sadam, Mr. Hizon and the AGA Team are detailed in this submittal. Also included are the AGA team's traffic, transportation and civil engineering knowledge and background, highlights of our municipal experience, agency references, staff resumes, and details of our understanding of the types of traffic engineering services that the City may need.

The AGA Team has been working with the City since 1993 and are currently providing traffic planning and traffic signal monitoring services to the City. Over the years, the AGA Team has successfully delivered various projects to the City.

AGA does not have any conflict of interest via other projects which could undermine our ability to provide traffic and transportation engineering services to the City.

I, Chalap Sadam, President of AGA, am duly authorized to negotiate the scope and fee with the City as well as contractually bind the company per the City's standard Consultant Services Agreement.

AGA is very excited to have the opportunity to offer this proposal to the City of La Habra and we look forward to continuing to work with you in the future. If you have any questions or require clarification on any aspect of this submittal, please don't hesitate to give me a call at (714) 992-4592 or contact me via email at [chalap@agaengineersinc.com](mailto:chalap@agaengineersinc.com).

Respectfully submitted,

*AGA Engineers, Inc.*



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



## TABLE OF CONTENTS

SECTION	PAGE
Brief Introduction of Firm .....	1
A. Project Understanding .....	2
Understanding	
Approach	
Quality Assurance/Quality Control	
B. Scope of Services .....	5
C. Previous Projects and Experience .....	12
D. Resumes of Personnel and	
E. Firm Representative .....	14
Organizational Chart	
Support Staff	
F. Subconsultants .....	23
G. Acknowledgement of City’s Standard Consultant Services Agreement.....	24



## Brief Introduction of Firm

AGA is a California S Corporation with 20 employees. The company is an independent, privately-owned firm which is financially sound. Chalap K. Sadam, President, has no plans to relocate the firm from its current offices in Fullerton, sell the company, or merge with another firm. There are no foreseen conditions that could impede AGA's ability to provide the required project services.

AGA's wide range of services offered can be divided into six primary areas of expertise: traffic engineering, day-to-day traffic signal operations, transportation planning, construction management, communication and operational control of traffic signal systems, and actual onsite City Traffic Engineer staffing. While we are well known and respected for our work in all six of these areas, we are perhaps best known for our widespread knowledge and experience in the field of design and multijurisdictional traffic signal coordination. It should also be noted that AGA operates over 250 traffic signals on behalf of five jurisdictions in Southern California. Those traffic signals are remotely monitored and controlled from the Traffic Management Center located in AGA's Fullerton office.

AGA personnel, some of whom are former governmental employees, have provided services to clients ranging from design and construction management of full freeway interchanges at costs exceeding a million dollars, to minor traffic impact studies costing only a few thousand dollars. Whatever the project, our management approach is to complete the project to the satisfaction of the client in as quick a time frame as possible while still producing quality work products. The AGA approach to providing professional services is to do more than simply provide labor or prepare design plans and study reports – *we actually improve traffic operations and safety in everything we touch*. Our unique blend of Civil Engineers, Traffic Engineers, and skilled traffic signal system and communications technicians provides a synergy which results in successful projects beyond client expectations.

We fully understand the importance of dealing with traffic related problems. Staff at AGA have completed many tasks similar or identical to those anticipated under this contract, and have completed such tasks on time, within budget, and in a manner that meets all the requirements of the agency for which the work was completed, while at the same time placing minimal time and effort requirements on agency staff.

AGA Engineers, Inc. represents and certifies that our firm does not and will not discriminate against any employees or applicants for employment because of race, religion, gender, color, national origin, sexual orientation/preference, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliations or opinion, age, or medical condition. AGA is an equal opportunity employer

### Official Name & Address:

AGA Engineers, Inc.  
211 Imperial Highway, Suite 208  
Fullerton, CA 92835

### Primary Point of Contact:

Mr. Greg Wong, PE  
Project Manager  
(714) 992-4592  
greg@agaengineersinc.com

### Type of Entity:

California S Corporation

### Telephone & Fax:

T: (714) 992-4592  
F: (714) 992-2883

### AGA Team's Experience in Related Services:

27 years

## A. Project Understanding

In this section, AGA describes our understanding of the City's objectives and our approach to attaining those objectives. AGA recognizes that projects will need to comply with the applicable local agency and State and/or Federal requirements, including ADA. The type of funding source or the multijurisdictional nature of a project also may impose conditions as to how a project is implemented.

### Understanding

Based on our understanding of the City's Professional Consultant Traffic and Transportation Engineering Services, we feel that not only do we have the necessary qualifications to accomplish the goals of the City, but our staff also has the ability to develop alternative solutions while maintaining public safety. We are proud of our reputation for successfully bringing forward innovative solutions for our clients. From installing the first flashing yellow arrow (FYA) projects in Southern California, to unique traffic calming and school zone safety projects, to assisting agencies in securing federal/state grant funding, we are committed to finding the best solutions to complex traffic and transportation challenges for our clients. This more comprehensive view of our roles as traffic engineers, planners, and technicians has evolved from many years of the individual experiences of our staff while employed at various public agencies.

AGA staff's extensive municipal experiences as both agency employees and as contract City Traffic Engineers has been invaluable in helping our staff quickly and efficiently identify and meet the needs and desires of cities across Southern California. Understanding basic concerns and constraints, as viewed from the City's perspective, is a key qualification. We have long represented many cities at various state and regional transportation functions, meetings, workshops, seminars, etc., and have helped establish both operational and Capital Improvement Program (CIP) budgets. Staying abreast of the latest policy activities at both the state and federal levels is an important aspect of attracting grant funding and developing successful local programs, policies, and procedures.

### Approach

AGA's approach to providing traffic engineering and transportation services involves far more than simply providing contract labor on an hourly basis. We consider it our function to serve as an extension of City staff and expert advisors, forming an integrated team to creatively provide solutions to traffic engineering and transportation planning problems. Our entire staff will be available and on-call to serve the City. This includes not only scheduled meetings at City Hall or off-site, but also attendance at meetings with businesses or the public, as required. Staff members will also be available to conduct field investigations, traffic studies, and analyses as needed. Since the AGA office is located just outside the City, AGA staff can quickly respond to a City's request and/or meet with City staff.

Unlike most engineering work, which is highly regimented with standards and requirements, traffic engineering is much more focused on human behavior. It is commonplace for politicians and the public to have an emotional investment not only with the outcome of traffic investigations and studies, but also the process by which the work is conducted. Therefore, our experienced senior level staff can clearly articulate to our associate and assistant level staff what needs to be done, actively direct staff in performing the work, and communicate progress regularly to the City and the public as appropriate. In all of our communications, be it written or orally, we strive to communicate clearly to serve both City staff



and the public alike. It is this clear communication of our progress, findings/results, and recommendations which eliminate issues and problems that cause inefficient project delays and rework.

Another key factor in providing services to the City is to stay attuned to both the overall direction and the specific requirements of City staff and the City Council. Utilizing our team's broad experience in providing similar services to other cities and our staff's knowledge of our client's standards, technical preferences, and practices, we can avoid strategies and solutions which are not viable. Due to our team's attendance and giving presentations at both local professional organization meetings and national meetings, such as at the Institute of Transportation Engineers (ITE) conferences, we bring fresh ideas and best practices for the City's consideration. We pride ourselves on being aware of state-of-the-art traffic engineering approaches and methodologies and how they could be applied. By combining our local and national knowledge of the latest products and approaches in the traffic engineering industry, we can optimize the service we provide to the City.

Poorly conceived projects without the right supporting infrastructure can create operational problems and increased costs for a city for years to come. We understand the importance of getting projects and infrastructure improvements right the first time because we know that it is very costly to take corrective action after the fact.

Review of land development projects cannot be done from the office by junior level staff alone. It is our senior level staff, with their many years of experience with reviewing development projects of all types and sizes, who have the expertise to know what to be concerned about and what is inconsequential when it comes to traffic operations related to new development. The review requires hands-on evaluation of street conditions and detailed discussions with developers about the operational characteristics of the proposed development by experienced engineers who have been involved in reviewing and negotiating development projects from both the municipal and private side of the equation. We understand the importance of evaluating the internal circulation and ingress/egress of a site plan and are very familiar with the street network of the City. We can identify if there will be any potential traffic (vehicles, pedestrians and bicyclists) related impact due to a project. AGA staff have been working extensively with the City for over 25 years and fully understand where important intersection improvements are required and will recommend to the City that the project applicant provide the improvement(s) and/or necessary right-of-way. It is this experience of our staff that is the AGA difference.

A key objective of AGA's provision of engineering services to the City will be to foster a can-do spirit when working with developers and agency partners on regionally significant projects. We are more than just technically proficient; we are able to collaborate with the City's development team and regional agencies to create win-win solutions so that intelligent business growth and transportation improvement projects can effectively move forward. We understand that delicate balance of how transportation interacts with business and we have successfully assisted other municipal clients to embrace the needs of modern business.

### **Quality Assurance/Quality Control**

AGA utilizes an effective quality assurance/quality control (QA/QC) review which will minimize or eliminate additional costs to the City related to reengineering or contractor claims during construction and liability after project completion. Delivering a quality product that is right the first time is the primary focus of AGA's comprehensive QA/QC process. It is an integral part of our regular engineering design and

study processes and the delivery of every investigation, study, report, or document we produce. This added layer of independent work product review will be conducted at no additional cost to the City.



Our QA/QC program requires that all deliverables leaving our office be reviewed prior to submittal to the client. All personnel performing work on this project are responsible to ensure its implementation. We have the philosophy that QA/QC is a continuous process to be utilized on plan preparation from conceptual design to final PS&E, as well as when conducting various other professional engineering tasks. Our technical staff is trained to always review work products prior to finalization. Our experienced QA/QC Manager will conduct an objective review of the work product.

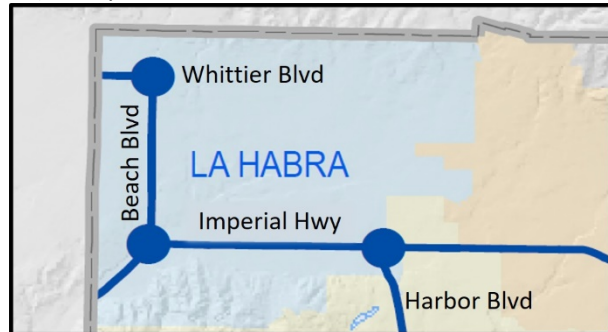
When several disciplines are involved in a project, review assistance from other individuals specializing in those disciplines will be sought to verify that all project concepts are being met and all constructability issues are addressed prior to delivery of the project.

## B. Scope of Services

In addition to the General and Technical Scopes of Work listed in the RFP, the following are brief descriptions of work scopes for various tasks which the City may require. We include not only tasks mentioned in the RFP, but also other services which may be beneficial to the City.

### Assistance with Congestion Management Program (CMP) Compliance

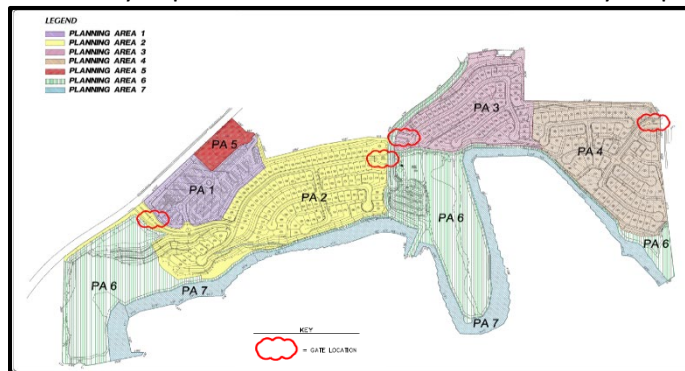
AGA is very familiar with OCTA’s CMP goals and objectives. The City has three CMP intersections located along two CMP corridors, Beach Boulevard and Imperial Highway, which are maintained by Caltrans. For traffic studies involving CMP locations within the City, it is important that the analyses be evaluated using City, Caltrans, and OCTA CMP criteria. AGA has reviewed such studies for the City and ensured that the analyses were conducted properly.



*Excerpt from OCTA 2019 CMP Map*

### Review of Development Project Traffic and Parking Studies

AGA staff has both conducted and reviewed numerous traffic and parking studies and are very familiar with the City’s review procedures for such studies. It is very important to coordinate the initial study scope of work to determine what analysis is required. We are well acquainted with the City and understand where a project could have impacts to local roadways. Whether it is a large development project, such as Rancho La Habra, or a small one, such as the 1101 N. Harbor Boulevard Residential Project (seven single-family dwelling units), all projects require close attention as each is different and can potentially have impacts to the City roadways.



*Rancho La Habra Proposed Site Plan*

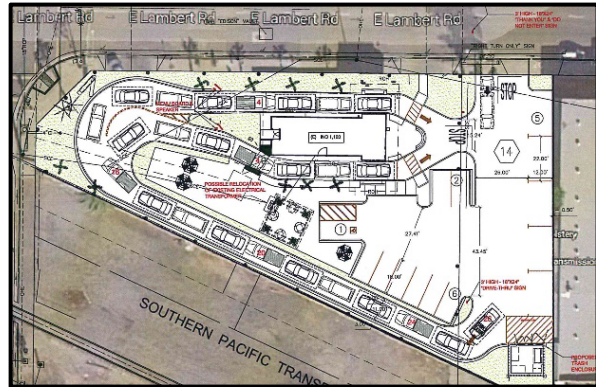
AGA will work with both the Planning Division and Building and Safety Division on reviewing the projects and how each project could have traffic related impacts. We worked with both divisions before and are comfortable in providing reports and technical memorandums for them as well. In the past, AGA assisted Engineering staff by participating in the Development Review Committee (DRC) meetings to discuss all aspects of a project.

Below are some tasks AGA will conduct when reviewing traffic studies, site plans, and parking studies.

- With the new addition of CEQA’s Vehicles Miles Traveled (VMT), AGA will assist staff in the review for initial VMT screening to determine if a traffic impact analysis (TIA) is required per the City’s TIA guidelines. If a project is expected to have VMT impacts, AGA will closely evaluate the feasibility of the proposed VMT mitigations.
- AGA will coordinate with the traffic consultant in evaluating the proposed study intersections, trip generation, traffic count data, and potential improvements.

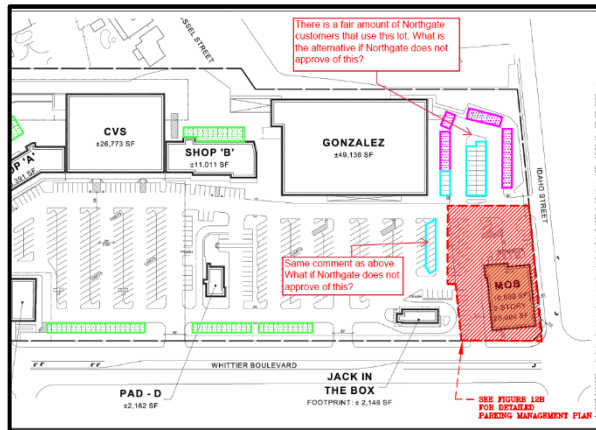
- AGA will evaluate the project site plan, ingress/egress movements along the local roadway(s), and the internal circulation. If there is truck traffic expected for the project, it is important to evaluate where and how the trucks enter and exit the project site. For residential developments, the City routinely evaluates the internal circulation of trash trucks. As part of a study’s initial scope of work review, AGA will ensure that all relevant turning templates will be included.
- AGA will assist City staff in preparation for Planning and/or Council meetings for presentation of a project. This includes attending both the preparation meeting with the project consultant and the actual City meeting.

AGA has worked closely with the City to evaluate the drive-through capacity of a project. The drive-through queuing storage is a vital component of a fast-food restaurant and is often the critical element for the project’s approval. One example is the Lambert Road In-N-Out Proposed Site Plan. For years, there had been queuing problems from the In-N-Out drive-through queue which would extend on to Lambert Road and block traffic at the intersection of Lambert Road/Palm Street. AGA worked extensively with City staff and In-N-Out on the development of a new site plan that would improve the drive-through capacity and internal circulation. The final approved plan increased the drive-through capacity by 14-15 vehicles.



*In-N-Out Final Site Plan*

AGA is also familiar with reviewing different parking studies from stand-alone projects to shared parking analysis. If a project does not provide sufficient parking per the City’s Parking Code, AGA will assist the City in requesting that a parking study be conducted and have at least three similar existing sites be evaluated. AGA understands the parking situation for both business and residential areas within the City and can quickly validate if the project will have parking impacts to the surrounding area.



*Review of MOB Parking Management Plan*

Citywide Fee and Phasing Programs

It is essential to evaluate if a traffic fee is applicable for each project even if a TIA is not required. AGA will work closely with City staff on determining the impact a project may have and if additional improvement fees (outside of the development fees) are required.

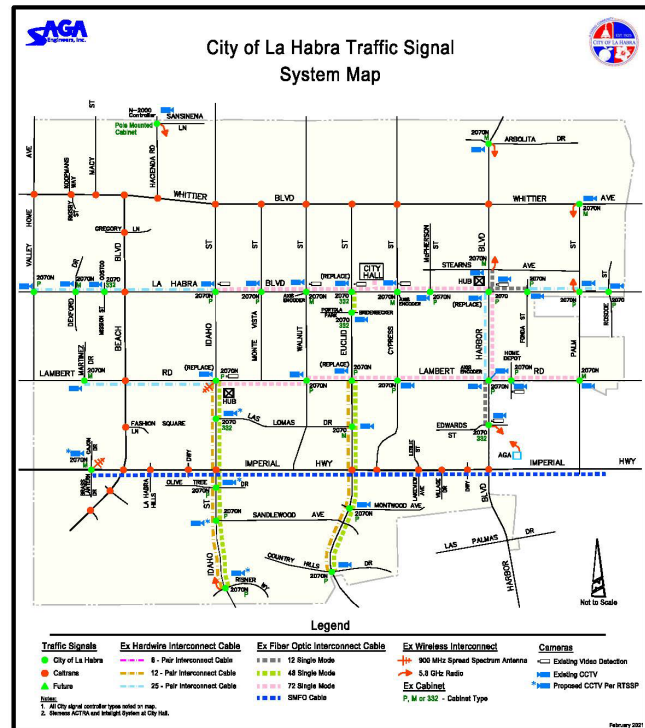
Coordination with Adjacent Agencies

AGA will assist the City in working with other agencies on such matters as another agency’s review of a City project and coordinating with Caltrans regarding City projects on Caltrans right-of-way. AGA has attended OCTA Traffic Forum meetings on behalf of the City and worked with OCTA on the submittals of grant applications from the City. AGA was instrumental in the review of the Beckman Industrial Center project (City of Fullerton) as that project went through multiple land use changes through the course of the project application. Although that project is in the City of Fullerton, most traffic related impacts occurred in the City of La Habra. We understand the importance of working with adjacent agencies and

provide them with La Habra’s guidelines/standards when evaluating an outside project that could potentially have impacts in the City.

Design and Review of Traffic Signal Plans, and Signing & Striping Plans

AGA staff have developed and reviewed numerous traffic signal designs, traffic control plans, signing and striping plans, Intelligent Transportation System (ITS) and communication plans, and street lighting plans for the City. AGA has assisted the City with reviewing over 20 traffic control plans (up to 20 plan sheets per plan) within just the past six months. We have also conducted field inspection of traffic control plans for large events (Lemon Festival and Tamale Festival). AGA staff has been working with the City for many years on upgrading the traffic signal communication network and equipment. As projects are reviewed, AGA can easily identify if communications, traffic signal equipment and/or ITS improvements are required within the project study area.



Our experience with designing traffic signals and our drive to keep up with the latest requirements of the California Manual on Traffic Control Devices (CA MUTCD) and Caltrans Standards allow us to provide a comprehensive design for successful completion of a project. We are up-to-date at meeting ADA requirements and can provide various alternative solutions. Design activities also include determining all aspects of right-of-way requirements for street improvements and providing raised median configurations, left and right turn pocket lengths, and all speed-controlled transitions, lane drops, etc.

Traffic Control Plans

AGA staff has extensive experience in developing and reviewing traffic control plans. Our engineers don’t just review such plans from a technical perspective, we also consider the context in which the lane and street closures are to be implemented, as well as the traffic characteristics and patterns in the area. Routinely, such reviews also involve a site visit to ensure that the design considers all aspects of transportation including pedestrians, bicyclists, transit, motorists, traffic signals, land use, private property access, etc. AGA staff have assisted City staff in reviewing numerous traffic control plans and have also provided inspection of the traffic control during an event.

Streetlights and Safety Lighting

Our engineers and designers have conducted field inventories, tested lighting levels, and prepared street lighting designs for several cities, as well as safety lighting studies for both college and hospital campuses. AGA engineers are keenly aware of the importance of adequate intersection lighting to provide and/or improve public safety.

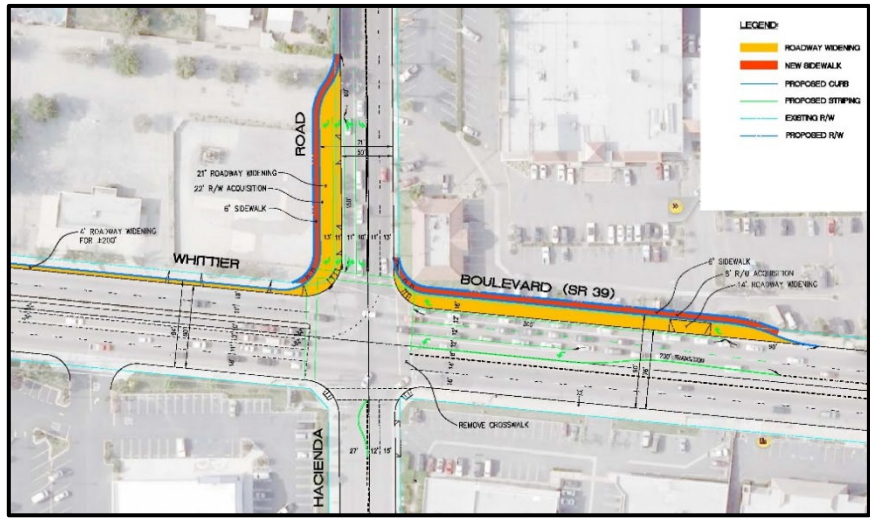
Traffic Control Devices

AGA team members have conducted a multitude of studies for the City which required installation of traffic control devices. Such studies include traffic signal warrants, traffic signal priority lists, school

crossing guard studies, pedestrian crossings, multi-stop application studies, and left-turn studies. Many times, these studies are the result of resident concerns/complaints. AGA not only conducted these studies but have been willing to reach out to residents (per City direction) to explain the situation and discuss reasonable solutions, if any.

Capital Improvement Projects

AGA will assist the City in the review and development of Capital Improvement Program (CIP) projects. We will work with City staff to review grant needs including funding for CIP Projects identified by City departments; assess the validity of current funding priority areas; identify changes in funding priority areas and identify new priority areas for funding/grant proposals based on funding viability. AGA will assist City staff in providing strategic outreach to relevant agency staff in determining how to competitively structure the City’s funding. AGA staff previously assisted the City on the grant application for the traffic signal improvements at the intersection of Whittier Boulevard/Hacienda Road. An initial cost estimate was prepared for the grant application and AGA staff provided input for the multiple revisions of the plan. The improvements have just been recently constructed.



*Whittier Boulevard/Hacienda Road Improvements – Initial Conceptual Plan*

Obtaining Federal/State/Local Grant Funding

The AGA Team has extensive technical experience in assisting agencies with the following grant-funding related tasks:

1. *Funding Needs Analysis* – AGA works with City staff to review grant needs identified by City departments, assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for funding/grant proposals based on funding viability. AGA has also assisted City staff in providing strategic outreach to relevant agency staff in determining how to competitively structure the City’s funding.
2. *Grant Funding Research* – AGA has conducted research to actively assist in identifying grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the City’s funding needs and priorities for transportation projects only.

AGA can provide the City with summaries of potential funding opportunities related to priority areas. Summaries should include, but are not limited to, name of agency, due dates for



applications, eligibility, a brief program summary, and the level of funding available. In addition to the priority areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract.

3. *Grant Proposal Development and Submittal* – AGA has provided grant proposal writing services associated with the completion of grant applications including:
  - Grant application review and preparing a timeline and chart of tasks for grant submission.
  - Preparation of funding abstracts and production/submittal of applications to funding sources.
  - Provide ongoing technical review of grant applications prepared and submitted by staff.
  - Ensuring that letters of support and other required certifications or documents are submitted within the grant timeline.
  - Completing tasks (including, but not limited to, reports and budgets) for post-award administration and accountability in accordance with the grant timeline.
  - A copy of each grant application package submitted for funding, in its entirety, is provided to the City.

AGA staff have assisted the city in obtaining grants for the following RTSSP corridors:

Corridor (Year Grant Received)	Length	# Signals	Grant Amt
Lambert Road (2011) *	10.0 miles	26 signals	\$650 K
La Habra Boulevard/Central Avenue (2011) *	5.6 miles	23 signals	\$575 K
Imperial Highway/SR-90 (2014) **	10.0 miles	46 signals	\$3.45 MM
Lambert Road (2019)	7.43 miles	25 signals	\$2.34 MM
<b>Totals</b>	<b>33 miles</b>	<b>120 signals</b>	<b>\$7.02 MM</b>

\* Project completed. City received 100% reimbursement from OCTA.

\*\* Project completed. Reimbursement from OCTA still in process.

Traffic Committee

Mr. Greg Wong, our proposed Project Manager, has been serving on La Habra’s Traffic Committee since 2014 and has presented to the Committee on a variety of traffic engineering reports. Mr. Andrew Luna, one of our task managers, has also participated in the Traffic Committee meetings during the few times Mr. Wong could not attend. Not only is Mr. Wong familiar with the Committee’s members and meeting procedures, but they truly enjoy working with the Committee and other City staff, including the police department.

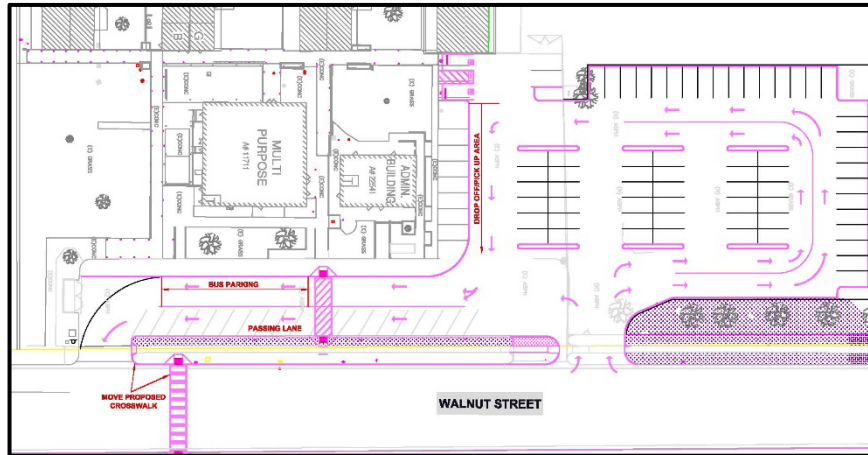
Day-to-Day Traffic Engineering Tasks

AGA is very familiar with day-to-day traffic engineering matters at the City. For many years, AGA staff has provided the City in addressing Comcate cases, citizen requests, conducting traffic investigations, traffic data collection, sight distance analyses, all-way stop control warrants, preparation and presentation of traffic reports and recommendations. Most tasks can be conducted within one week of the request. The following shows a few requests that AGA staff have addressed for the City.

- *School Circulation Study* – AGA staff worked with the City, La Habra City School District and Walnut Elementary School on designing a new circulation program/plan for Walnut Elementary School to alleviate the excessive vehicle queuing that extended from the school to Walnut Street. We attended several meetings with the La Habra School District’s Superintendent, City staff and school principal and staff. AGA assisted with the design of the



new parking lot, staff duties for pickup/drop off, coordination with the crossing guard and development of the bulb-out/crossing on Walnut Street. During the implementation of the



Walnut Elementary School – Circulation Study Site Plan

plan, AGA worked with the school’s principal to provide assistance and additional recommendations.

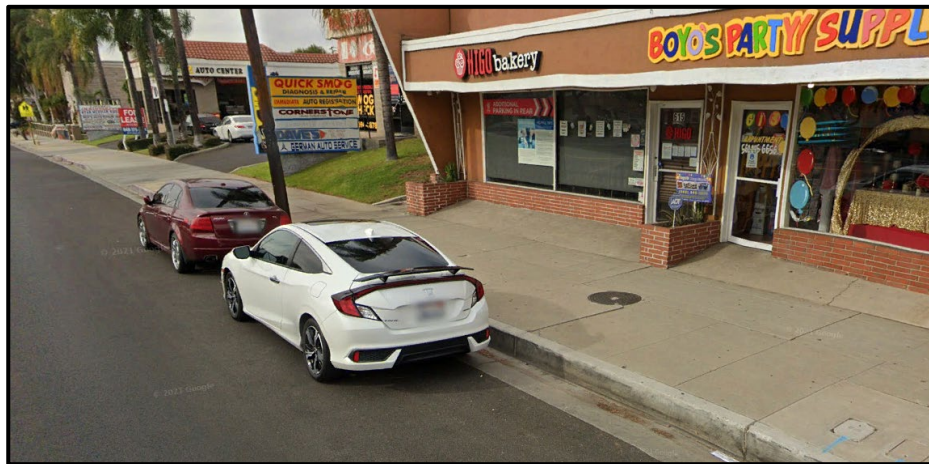
- *Request for Red Curb* – There have been many requests for red curb from citizens over the years. AGA has investigated each of these concerns and provided technical memorandums that summarized the analyses. Below is a sample stopping sight distance evaluation that shows the recommended red curb on Monte Vista Avenue.



- *Request for Time-Restricted Parking* – There have been requests from businesses for temporary on-street parking to prohibit nearby residents and/or other businesses from parking long term in front of their property. AGA staff is aware how placement of temporary parking can affect not only the associated business, but the adjacent businesses and/or residents. Placement of a temporary parking area may just move the problem to other locations on the street. Therefore, it is very important to monitor the location throughout

the weekday and weekends to verify that there is a need for the temporary parking and that it will not impact the adjacent on-street parking for other businesses/residents.

One example of time-restricted parking is at the Higo Bakery on Whittier Boulevard. The manager of the bakery stated that he noticed an increase in the number of cars often parked in front of his business throughout the day who are not patrons to his business nor of the adjacent retail stores to the east. He requested that a time restriction of one hour parking be placed on Whittier Boulevard in front of the business. After continuous monitoring of the area by AGA staff, temporary parking of one parking space was approved by the Traffic Committee. Since AGA staff drive through the City on a daily basis, we were able to closely monitor this location throughout different times of the week, including weekends, at no additional charge to the City.



*Higo Bakery Temporary Parking Request – Study Location*

#### Other Traffic Work Conducted for the City

AGA has conducted numerous studies at the request of the City. These include:

- Major Corridor Sign (No Stopping Anytime) Evaluation
- Drive-Through Queuing Analysis
- Audible Pedestrian Push Button Configuration
- Level-of-Service (LOS) Analysis
- Micro Simulation Analysis
- Traffic Signal Modification Plans
- Signing and Striping Plans
- Various Intelligent Transportation System (ITS) component designs
- Traffic signal coordination timing development
- Construction/Inspection Support

As part of the study process, AGA staff check City criteria, CA MUTCD, Caltrans Standard Plans, Caltrans Highway Design Manual, AASHTO Greenbook, California Vehicle Code (CVC), ADA compliance, and the Work Area Traffic Control Handbook (WATCHBOOK).



## C. Previous Projects and Experience

The AGA engineering professionals have worked for and with most major cities in Orange, Los Angeles, San Bernardino, and Riverside counties. We strongly urge a phone call to any of the persons listed as a reference to ask questions about their experiences working with us.

### On-Call Traffic Engineering Services – City of Costa Mesa

The AGA Team has been the primary on-call traffic engineering service provider to the City for more than five years. Staff regularly conduct field investigations and plan checks, prepare signal timing plans, and monitor the traffic signal system. Our technicians are responsible for responding to emergency traffic signal control and communications issues and have assisted the City in developing a state-of-the-art Ethernet communications network and converting from a legacy VMS traffic signal control system to Centracs ATMS. We have also completed regional traffic signal synchronization program projects for the City along the following three corridors: Placentia Avenue/Baker Street, Adams Avenue, and Sunflower Avenue. Our team is currently under contract to complete the Bear Street RTSSP project.

Mr. Raja Sethuraman  
 Director of Public Works  
 City of Costa Mesa  
 77 Fair Dr, 4th Floor  
 Costa Mesa, CA 92628  
 (714) 754-5343  
[rsethuraman@ci.costamesa.ca.us](mailto:rsethuraman@ci.costamesa.ca.us)

### On-Call Traffic Engineering Services – City of San Dimas

Since 2014, the AGA Team has been providing on-site City Traffic Engineer (one day per month) and various on-call traffic engineering services on a task order basis. Task orders have included conducting traffic studies, speed surveys and project reviews, preparing traffic control reports and pedestrian route to school plans, responding to citizen, business and City Council requests and suggestions, and providing construction management services. Our team has also provided traffic signal design services, developed traffic signal timing plans, and provided field support to trouble shoot traffic signal and communications issues.

Ms. Shari Garwick  
 Director of Public Works  
 245 E Bonita Ave,  
 San Dimas, CA 91773  
 (909) 394-6248  
[sgarwick@ci.san-dimas.ca.us](mailto:sgarwick@ci.san-dimas.ca.us)

### On-Call Traffic Engineering Services – City of Montclair

The AGA team has been providing on-call transportation planning services to the City since 1993. Services provided include presentations at the Traffic Commission, Planning Commission and/or City Council meetings, development of a focused traffic forecast model (SCAG sub-regional model) to generate future peak hour turning movement volumes and the determination of LOS and required mitigation measures, traffic signal warrant analyses and subsequent traffic signal designs, fiber optic communications design, traffic impact analyses, preparing grant applications, developing traffic signal timing, contract administration, representation at countywide inter-governmental meetings, and construction management. AGA is also under contract to monitor and operate the City's traffic signal control system from our offices.

Mr. Steve Stanton  
 Engineering Division Manager  
 City of Montclair  
 5111 Benito Street  
 Montclair, CA 91763  
 (909) 625-9444  
[sstanton@ci.montclair.ca.us](mailto:sstanton@ci.montclair.ca.us)



### On-Call Traffic Engineering Services – City of Fullerton

AGA staff have provided on-call traffic engineering and transportation planning services to the City since 1998. Services include presentations at various meetings, traffic impact studies, capacity/level of service analyses, radar speed surveys, PS&E for transportation projects, traffic signal plans, geometric plans, bicycle and pedestrian facilities, overseeing construction, parking management plans, traffic control plans, neighborhood traffic studies, reviewing traffic studies and analyses, traffic signal plan checking, and various other tasks.

Mr. Dave Langstaff  
Senior Traffic Engineering Analyst  
303 W Commonwealth Ave  
Fullerton, CA 92832  
(714) 738-6858  
dave.langstaff@cityoffullerton.com



## D. Resumes of Personnel and E. Firm Representative

AGA’s success can be attributed to the firm’s commitment to provide clients with personalized, quality service. As shown in the Organizational Chart, AGA Team’s Project Manager is **Mr. Greg Wong**. He will be responsible for the daily management of work tasks and services provided to the City. He will arrange and chair all formal meetings that are required as a part of work tasks performed on behalf of the City, attend the monthly Traffic Committee meetings, and will make all required presentations to the City Council, City staff, other agencies, and the public.

Providing assistance to Mr. Wong will be **Mr. Chalap Sadam**, who will be the Principal-In-Charge, and **Mr. Roland Hizon**, who will provide Quality Assurance/Quality Control efforts. The team of Mr. Wong, Mr. Sadam, and Mr. Hizon will remain for the duration of the entire project. No changes will be made without prior written approval by the City.

Brief resumes for the AGA Project Team are presented on the following pages.





## Greg Wong, PE Vice President

Mr. Wong has been working with the City of La Habra on numerous tasks and projects for the last 25 years. He has been a member of the City’s Traffic Committee for the past seven years and is very familiar with the Committee’s procedures and goals. He has been involved in conducting transportation safety studies, sight distance analyses, traffic signal and stop sign warrant analyses, capacity and level of service analyses, and environmental impact report reviews and analyses.

### Education

University of California, Irvine  
Bachelor of Science, Civil  
Engineering, 1996

Westech College  
Certified Geographical  
Information Systems, 1997

### Professional Registrations

CA Registered Civil Engineer –  
CE #64349

Outside of the City’s tasks, he has also completed numerous projects involving state, local, and private agencies including Traffic Signal Synchronization Program (TSSP) projects, street and highway improvement projects, local city projects, and signal upgrades. He also conducts traffic studies and assesses traffic impact fees.

As a skilled traffic engineer, Mr. Wong provides workable improvements to traffic systems and operations and is well-versed in city, state, and federal standards and regulations. He evaluates components of the traffic signal design and traffic signal communications, feasibility of a traffic study report, effectiveness of traffic signal coordination and evaluates the safety for pedestrian and bicycle accessibility.

## Relevant Experience

**On-Call Traffic Engineering Support, City of La Habra (current)**—As contact person, Mr. Wong reviews proposed development site and circulation plans, traffic signal plans, and traffic impact studies; he responds to resident concerns regarding parking, red curb/sight distance requests, school traffic, day-to-day traffic signal monitoring and operations. He is a member of the City’s Traffic Committee.

**On-Call Traffic Engineering Support, City of Montclair (current)**—As contact person, Mr. Wong assists the City in day-to-day traffic signal monitoring and operations, reviews proposed traffic related impacts from various projects including the SBCTA West Valley Connector Project, proposed development sites and circulation plans, and traffic impact studies. Mr. Wong also coordinates with AGA staff and City staff on inspection of traffic related improvements/construction in the City.

**On-Call Traffic Engineering Support, City of Fullerton** —Mr. Wong reviewed proposed development site and circulation plans, traffic impact studies and signal coordination timing plans from the OCTA Regional Traffic Synchronization Program. He provided support for the day-to-day traffic signal monitoring and operations.

**Citywide Traffic Study, City of Torrance**—Mr. Wong evaluated 184 intersections within the City of Torrance that included review of the traffic signal infrastructure, level-of-service analyses for existing, near term and long-term conditions, comparison of historical traffic volumes, traffic index (TI) calculations for all truck routes, and traffic safety analysis of the City’s high collision intersections. Detailed cost estimates were also conducted for the traffic signal and communication, intersection capacity improvements and traffic safety improvements.



## Chalap Sadam, PE, TE President

Mr. Sadam has developed traffic studies, feasibility studies, safety studies, Major Investment Studies (MIS), long-term roadway improvement studies, and transportation-related Master Plan studies for countless cities and counties throughout Southern California. Under his direction, plans for MIS and subsequent PSR/PDS and PA/ED for the I-405 Freeway (SR-73 to I-605) were completed with significant attention to detail and were used to implement freeway widening and interchange improvements.

### Education

University of Southern California  
Master of Business  
Administration, 2002

Virginia Polytechnic Institute  
and State University  
Master of Science, Civil  
Engineering (Transportation),  
1990

Jawaharlal Nehru Technological  
University  
Bachelor of Engineer, Civil  
Engineering, 1988

### Professional Registrations

CA Registered Civil Engineer –  
CE #74080  
CA Registered Traffic Engineer –  
TE #1813

Mr. Sadam's ability to bring together diverse governmental agencies was demonstrated in 2016 during OCTA's Antonio Parkway Regional Traffic Signal Synchronization Project. Under his direction, AGA engineers and technicians provided plans and expertise for a multi-agency agreement to share infrastructure, communications, and operational expenses between the City of Rancho Santa Margarita, the County of Orange, and Caltrans' District 12, saving each entity millions of dollars in installation and operational costs.

Over the years, Mr. Sadam has provided On-Call as-needed traffic engineering and transportation planning services to multiple cities, included addressing traffic engineering concerns from residents, staff and City council and/or commissions, reviewing and preparing traffic impact studies, conducting congestion and level of service analysis and developing appropriate improvements, conducting safety studies, and assisting with grant applications. For the City of San Dimas, Mr. Sadam reviewed Metro's Gold Line Light Rail project reports and identified that one of the key intersections in City's downtown needs to be grade separated to address both safety and congestion concerns. Metro agreed and is currently proceeding with

implementation of the grade separation.

Mr. Sadam has assisted the City of La Habra for over 30 years. Mr. Sadam has successfully completed various traffic signal synchronization corridor projects in the City, including the design of various system upgrades and traffic signal system communications. In addition, he successfully assisted the City with grant applications with OCTA and AQMD.

### Relevant Experience

**OCTA, Orange County Traffic Signal Coordination Program**—Mr. Sadam was assistant project manager for the development of a master plan for signal coordination to improve Orange County arterial signal progression. Many of the multijurisdictional traffic signal timing projects in Orange County are a direct result of recommendations of this master plan.

**Safety Studies** — Systemic Safety Analysis Report Program (SSARP) for the Cities of Fountain Valley, Placentia and Redlands. Office of Traffic Safety (OTS) funded citywide safety improvements for the cities of La Habra, Montclair, Palm Springs, Downey and Inglewood. Preparation of Highway Safety Improvement Project (HSIP) grant applications, and design/implementation of multiple State funded projects. Assisted multiple agencies in successful reimbursements of local, State and Federal funds.



## Roland Hizon Senior Project Engineer

### Education

University of the Philippines,  
Diliman, Q.C.  
Bachelor of Science, Civil  
Engineering, 1982

### Professional Registrations

CA Registered Engineer-in-  
Training – EIT #XE095497

Mr. Hizon’s design activities include traffic signing and striping, signal design/modification and signal interconnect projects. He developed conceptual roadway signing/striping and signal installations for major developers. He has assisted governmental agencies in securing federal and state-funded grants, including CTFP, SSARP and HSIP. He knows what it takes to complete projects and fully comprehends the regulatory expectations of the funding agencies. He ensures the documentation is prepared appropriately, giving municipal clients the surest pathway for approvals and reimbursements. He also provides invaluable assistance in the event of an audit.

Mr. Hizon previously worked at Albert Grover & Associates providing design engineering and project management assistance on various projects. He completed SBCTA’s (formerly SANBAG) Coordinated Traffic Signal System – Tiers 1 and 2, which focused on interjurisdictional traffic signal coordination throughout the San Bernardino Valley. He was involved in all phases of the project, including the field design and construction, signal synchronization and

central system implementation phases. With part of the project being federally funded, he was also involved in ensuring federal guidelines were met in the implementation of the project. This included keeping accurate and appropriate documentation for this extremely large and complex project which involved over 650 signalized intersections controlled operated by 16 separate governmental agencies.

Mr. Hizon was lead engineer for OCTA’s Project P Regional Traffic Signal Synchronization Program (RTSSP) and was responsible for several OCTA CTFP funding applications for synchronizing traffic signals along some of the major Orange County Priority Corridors. For the City of La Habra, he was instrumental in helping the City receive over \$7 Million in grant funding for the City’s major corridors. He likewise assisted the City in documenting all project progress and expenses resulting in complete project acceptance and 100% reimbursement by OCTA.

### Relevant Experience

**OCTA Local Signal Synchronization Plan (LSSP)** – Mr. Hizon was responsible for the periodic LSSP Updates for the Cities of Fullerton, La Habra, Seal Beach and Orange. The three-year update is a requisite for all cities to maintain eligibility for Measure M2 grant funding. Key elements of the update include the City’s synchronization goals, signal synchronization routes, traffic signal equipment inventory, a three-year capital, operations and maintenance plan and signal synchronization timing review, revision and assessments.

**SSARP and HSIP Grant Projects** — Mr. Hizon was project lead on the Systemic Safety Analysis Report Programs (SSARP) projects for the Cities of Fountain Valley, Placentia and Redlands. He conducted collision analysis, identified roadway safety issues, and developed systemic, low-cost safety improvement programs. From the SSARP findings, Mr. Hizon assisted the cities in applying and securing implementation funding from the Highway Safety Improvement Program (HSIP). The City of Fountain Valley was awarded \$1.89 Million, Placentia was awarded \$ 1.2 Million and Redlands was awarded \$ 250,000 to implement their safety improvement programs. Mr. Hizon is currently part of the project design team for the Fountain Valley HSIP project implementation.



## Andrew Luna, EIT

### Associate Transportation Engineer III

#### Education

California State University,  
Fullerton  
Bachelor of Science, Civil  
Engineering, 2016

#### Professional Registrations

CA Registered Engineer-in-  
Training – EIT #156851

Mr. Luna's duties include responding to city traffic requests, review of traffic control plans, conducting traffic warrant analyses, stop sign warrant analyses, and sight-distance analyses for local city clients. Additionally, he assists in traffic signal design, completes neighborhood traffic studies, and monitors traffic signal timing and coordination in the field. He is prolific in transportation planning and traffic engineering software programs including Synchro and Tru-Traffic, as well as AutoCAD design software. As a resident of the City of La Habra, Mr. Luna understands the daily traffic patterns, businesses and resident's concerns and the City's near term and long term goals.

Mr. Luna has worked on various tasks for the City of La Habra during the past five years. He has helped complete studies including stop sign warrant analyses, traffic signal warrant analyses, stopping sight distance analyses, and assisted with addressing resident's concerns. He has also helped review traffic control plans for the City. He has also participated in the Traffic Committee meetings and is familiar with the

Committee's members and meeting procedures.

#### Relevant Experience

**Citywide Traffic Operations and Traffic Management Study, City of Irvine**—Mr. Luna performed intersection capacity analysis, vehicle queuing analysis, and volume analysis with Synchro modeling. The analyses included identification of any capacity constraints, excessive queuing and available storage, evaluation of the appropriate signal operation and coordination signal timing.

**Regional Traffic Signal Synchronization Projects (RTSSP)**—Mr. Luna conducted yellow time evaluations, Synchro modeling, assisted in the development of signal timing and coordination for project areas throughout Orange County including La Paz Road, Malvern Avenue/Chapman Avenue, Alicia Parkway, Irvine Center Drive, and Imperial Highway.

**Pedestrian Safety Study, City of West Hollywood**—Mr. Luna completed studies leading to implementation of the region's first part-time exclusive pedestrian interval for the intersection of Santa Monica Blvd. and Robertson Blvd.

**Systematic Safety Analysis Report Program, City of Redlands**—Mr. Luna conducted collision analysis and identified low-cost countermeasures that could be used to mitigate any safety issues.

**Citywide Traffic Study, City of Torrance** —Mr. Luna assisted in the evaluation of 184 intersections within the City of Torrance that included review of the traffic signal infrastructure, level-of-service analyses for existing, near term and long term conditions, comparison of historical traffic volumes, and traffic index (TI) calculations for all truck routes. He also helped with the preparation of detailed cost estimates for the intersection capacity improvements and traffic safety improvements.

**Protected Permissive Left-Turn (PPLT) Traffic Signal Evaluation, City of Fountain Valley**—Mr. Luna conducted sight distance studies at 38 intersections and determined appropriate intersection modifications for any left turn sight distance issues.



### Education

Universidad de Guadalajara  
 Bachelor of Science, Civil  
 Engineering, 1986

Fullerton College  
 Computer-aided Design,  
 AutoCAD and Customization,  
 1988, 1989

Environmental Systems Research  
 Institute (ESRI)  
 Geographic Information  
 Systems, 1994

### Professional Registrations

CA Registered Civil Engineer –  
 CE #72073

CA Registered Traffic Engineer –  
 TE #2344

## Ignacio Sanchez H., PE, TE Senior Transportation Engineer

Mr. Sanchez is the Engineer of Record having designed and/or modified hundreds of traffic signals, hundreds of miles of communications systems, and has prepared many signing and striping plans. His duties include Project Management, preparation of plans, specifications and estimates (PS&E), communications systems, signing and striping, civil improvement plans, street lighting designs, project construction management, and inspection support. He has managed and prepared plans for Caltrans, counties, cities, transportation agencies, and private developers.

He has managed various Orange County Transportation Authority (OCTA) projects. The Regional Traffic Signal Synchronization Program (RTSSP) projects Mr. Sanchez has worked on are: Lambert Rd, La Habra Blvd/Central Ave/State College Blvd, and Imperial Hwy/SR-90. He provides important assistance in the field including construction inspection, generation of change directives and change orders on behalf of City clients, coordination with Caltrans and Southern California Edison, review and approval of quantities during construction for progress payments.

Mr. Sanchez is also responsible for ensuring compliance with all current regulations and standards, such as California Vehicle Code (CVC) Section 21400, and the most recent California Manual on Uniform Traffic Control Devices (California MUTCD), the Caltrans Highway Design Manual (HDM), Standard Plans and Specifications for Public Works Construction, Americans with Disabilities Act (ADA) compliance requirements, etc.

### Relevant Experience

**Imperial Highway/SR-90 Regional Traffic Signal Synchronization Program (RTSSP)** – This project included a total of 8 miles of fiber-optic cable, 33 surveillance cameras (CCTV), and 46 intersections in the Cities of La Habra, Fullerton, Brea, Placentia, and Yorba Linda, including the Caltrans Traffic Signal Operations Center video display, and communications integration. During construction, Mr. Sanchez provided construction management, inspection services, and overall assistance to the City of La Habra which was the Project Lead Agency.

**Central Avenue Rehabilitation Project, City of Montclair** – This project included a total of 16 traffic signal intersections improvements and fiber optic communication installation for Phase I and Phase II. Mr. Sanchez provided construction support to the City.

**HSIP Federal Funded Projects** – Typical tasks include managing the project, designing safety improvements, and overseeing traffic signal upgrades. Mr. Sanchez provided project and construction management. Two recently completed projects include Stewart & Gray Transportation Improvement Project in the City of Downey (currently under construction) and the Protection-Only Left Turn Signal Phasing & Signal Hardware Improvements Project in the City of Rialto (currently in monitoring stage).



### Education

California State Polytechnic University, Pomona  
 Bachelor of Science, Civil Engineering, 2005

### Professional Registrations

CA Registered Civil Engineer – CE #83169

CA Registered Traffic Engineer – TE #2838

## Ruben Perales, PE, TE

### Senior Design Engineer

Mr. Perales performs a wide variety of traffic engineering tasks, as well as providing leadership on many projects. His projects include a variety of innovative intersection design and improvements such as providing design for new or updating communication (wires or wireless), detection, signal phasing, controllers, CCTV, pedestrian and bicycle access, etc. He has prepared numerous specification, cost estimates and provided bid and construction support and has developed a great working relationship with many City staff, vendors and contractors.

He has prepared plans for multiple protected permissive left turn phasing (PPLT), flashing yellow arrow (FYA) conversions and Regional Traffic Signal Synchronization Program (RTSSP) projects throughout Southern California. He physically inspects actual conditions in the field to provide time- and cost-saving mitigations which might not be apparent to others.

Mr. Perales utilizes multiple traffic engineering software programs, including AutoCAD, MicroStation, Crossroads, and Synchro. He conducts intersection Level of Service (LOS) analysis to identify geometric improvements needed to achieve acceptable LOS and

prepares geometric conceptual plans to illustrate required improvements and their impacts to adjacent properties. In addition, he is proficient at signal design and modification, fiber optic communications, signal coordination, signing, striping, and street lighting.

### Relevant Experience

**Citywide Traffic Engineering, Speed Surveys, Speed Zone Maps and Traffic Volume Maps**—Along with the AGA team, Mr. Perales has provided these services for innumerable cities, including Palm Springs, Gardena, Buena Park, Chino, Cerritos, Lancaster, Santa Ana, Long Beach and Fountain Valley.

**Traffic Signal Plans, Signing and Striping Plans, Street Lighting Plans**—Mr. Perales has provided plans for cities throughout the Southland, including the cities of Buena Park, Burbank, Calimesa, Carson, Cerritos, Chino, Claremont, Costa Mesa, Fountain Valley, Fullerton, Garden Grove, Highland, Huntington Beach, Indio, Irvine, La Habra, Manhattan Beach, Montclair, Ontario, Orange, Palm Springs, Pomona, Redondo Beach, Rialto, Thousand Oaks, Upland, Victorville, and Yucca Valley.

**Citywide Improvements, City of Seal Beach**—Mr. Perales provided plans for traffic signal modifications, intersection equipment upgrades and signal interconnect plans along Seal Beach Blvd.; he also coordinated with Caltrans to install GPS time source units at three Caltrans intersections using Caltrans Encroachment Permits.

**Traffic Signal System Master Plan, Cities of Costa Mesa, Rancho Cucamonga, and Glendora**—Mr. Perales led our team in detailing existing infrastructure and future infrastructure requirements for several corridors throughout these cities in anticipation of local grant funding. These master plans have provided a road map to each of the Cities for buildout of their traffic signal communication networks.

**Level of Service Analysis and Geometric Conceptual Plans, City of Huntington Beach**—Mr. Perales conducted LOS analysis to identify geometric improvements required and their impact to adjacent properties.



### Education

California State University,  
Fullerton  
Bachelor of Science, Civil  
Engineering, 2016

### Professional Registrations

CA Registered Engineer-in-  
Training – EIT #160008

## Jessica Espinoza, EIT

### Associate Transportation Engineer III

Ms. Espinoza's duties include signal design and modifications, fiber communications design, signing and striping design, implementation of bike lanes and traffic control, and contributes with the preparation of plans, specifications and estimates (PS&E). She responds to on-call engineering requests and resident complaints for City clients. She performs field studies such as sight distance analysis, traffic impact studies, and traffic operations analysis. She has conducted field topographic surveys required to develop design plans for improving intersection safety and updating signal hardware to current standards.

Ms. Espinoza participates in a wide variety of transportation engineering functions, has worked with government agencies throughout Southern California, and is experienced with traffic engineering software including AutoCAD and MicroStation.

Ms. Espinoza previously worked at Albert Grover & Associates as an Associate Engineer. Prior to that, she worked as Engineering Intern for the City of Santa Ana. While there, she conducted field surveys for signing and striping plans, performed traffic signal design and was involved in the implementation of bike lanes. She also prepared and reviewed traffic control plans, and prepared quantity calculations for contract bid items.

### Relevant Experience

**Imperial Hwy/SR-90 RTSSP Project, City of La Habra**—Ms. Espinoza supported the design process including conducting field reviews, preparing traffic signal modification plans, and developing project specifications; she also assisted with the collision study.

**HSIP Cycle 9 Traffic Signal Modification Improvements, City of Fountain Valley**—This ongoing project involves conducting topographic surveys to verify existing conditions of traffic signals.

**Central Avenue Rehab Project, City of Montclair**—As part of this project, Ms. Espinoza designed full signing and striping plans, traffic signal modifications and fiber optic communications plans; she also prepared specifications and cost estimates; she also assisted in RFI support during bid and construction phases of this project.

**Regional Traffic Signal Synchronization Project (RTSSP), City of Fullerton**—Ms. Espinoza has supported the design process for corridor projects on Malvern Ave/Chapman Ave, and Gilbert St/Idaho St, including traffic signal design and fiber optic communications; she prepared specifications and helped with cost estimates; she also prepared Caltrans encroachment permits. She is currently working on Orangethorpe Ave/Esperanza Rd project corridor, preparing fiber optic communications and traffic signal improvements plans, specifications and estimates for this ongoing project.

**Studies/Signal Design, City of Buena Park**—Ms. Espinoza has performed sight distance studies, traffic signal warrants, and completed signal designs for various intersections and pedestrian crossings in the City (including Commonwealth and Indiana Avenue and for the SCE Trail mid-block pedestrian signal crosswalk on Valley View Street).

## Support Staff



**Elias Sanchez, Assistant Engineer**

Mr. Sanchez has a Master of Science in Civil Engineering (Transportation) from California Polytechnic University, Pomona. He has worked on a wide variety of projects involving intersection analysis, signal design and modifications, fiber communications design, signing and striping, traffic handling plans, street lighting, implementation of bike lanes, and many field studies including left turn studies and parking studies. He has conducted field topographic surveys and signal equipment inventories required to develop PS&E for improving and updating signal hardware to current standards. Utilizing AutoCAD, he assisted with the development of traffic signal plans for the City of Burbank at various intersections along the Glenoaks Boulevard corridor. Tasks included assisting with field reviews of the project intersections, preparing the base plans, assisting with the final traffic signal design, and preparing cost estimates. He also helped with the development of traffic signal plans for the City of Rialto at the Pepper Avenue and Winchester Drive intersection. Tasks included assisting with field reviews of the project intersection and assisting with the final traffic signal design. Mr. Sanchez also supported the design process for the Imperial Highway/SR-90 RTSSP Project including conducting field reviews, preparing traffic signal modification plans, and developing project specifications.



**Jorge Sanchez, Transportation Engineering Assistant**

Mr. Sanchez is a new team member who works on a variety of tasks including developing traffic signal plans and creating signing and striping plans utilizing AutoCAD. He conducts topographic field reviews and equipment surveys to aid with both the design of traffic signal plans and as a part of research for various traffic studies. He also conducted field reviews for the Harbor Boulevard/La Habra Boulevard Starbucks drive-through queue study which involved evaluating both morning and afternoon peak periods, detailing all ingress/egress movements at the driveways, and noting the impacts of the drive-through queue which extended onto La Habra Boulevard.



**Pauline Bingham, Engineering Aide III**

Ms. Bingham's duties include researching traffic engineering issues and both local and State laws. She helps to organize, review, edit, and assemble traffic studies, parking studies, speed survey reports, etc. Her efforts include preparation for various meetings including creating agendas and assembling handouts. She has created many PowerPoint presentations for local agencies throughout Southern California such as the Cities of Fullerton, Irvine, La Habra, Rancho Cucamonga and Torrance, as well as for both regional and national traffic engineering conferences such as the Institute of Transportation Engineers and City Traffic Engineers Association. Her work on Engineering and Speed Surveys includes project organization, data entry, and report preparation. She has created many informational brochures regarding flashing yellow arrow traffic signals, speed limits, stop signs, and traffic signals for the Cities of Fullerton, Torrance, and Long Beach.



## F. Subconsultants

The collection of any traffic data, including intersection turning movement counts and 24-hour average daily traffic (ADT) counts, will be overseen by **Mr. Edward Polunin, COO**. He is responsible for operations, project management, supervision, and quality control for projects such as installation of video equipment to conduct intersection turning movement counts (TMC), manual Federal Highway Administration (FHWA) classification volume counts for traffic studies and other types of projects. He has directly managed and supervised projects at a combined total of over 20,000 traffic count locations. Mr. Polunin maintains continuous lines of communication, keeping the personnel assigned to the project informed of all critical issues related to traffic data collection. He is also responsible for managing of equipment inspection and maintenance schedules. Data is provided in Universal Traffic Data Format (UTDF) Synchro format as well as ASCII. Mr. Polunin will be assisted by **Ms. Olga Polunin, President and CEO**.



## **G. Acknowledgement of City's Standard Consultant Services Agreement**

AGA's executive management team accepts the contractual language or requirements contained in the City's Agreement, and hereby, with the submittal of this proposal, agree to each and every clause contained within.

For the purposes of the Agreement, Mr. Chalap K. Sadam, President of AGA Engineers, Inc., is hereby designated as the representative authorized to act on behalf of the company with respect to the services specified within the RFP and this proposal and make all decisions in connection therewith.

It is expressly understood by the company that the experience, knowledge, capability, and reputation of Mr. Wong and the various proposed Task Leaders were a substantial inducement for the City to enter into an Agreement for the project. Therefore, Mr. Wong shall be responsible during the term of the Agreement for directing all activities of the company with respect to the project, and he will devote sufficient time to personally supervise the services provided.

**EXHIBIT "B"**  
**COMPENSATION RATES AND CHARGES**

# FEE PROPOSAL

## Professional Consultant Traffic and Transportation Engineering Services

*City of La Habra*

*FY 2021/2022 through FY 2026/2027*

May 27, 2021





## Fee Schedule

Hourly billing rates for key individuals identified in the Project Organization Chart:

Greg Wong	\$200 ( <i>Discounted Rate</i> )
Ruben Perales	\$185 ( <i>Discounted Rate</i> )
Andrew Luna	\$140

Hourly Billing Rates for Supporting Staff that could contribute under the proposed contract:

Chalap Sadam	\$275
Ignacio Sanchez	\$205
Roland Hizon	\$185
Jessica Espinoza	\$140
Elias Sanchez	\$100
Jorge Sanchez	\$ 90
Pauline Bingham	\$ 80

Costs for Printing, Materials and Incidental Services:      Included in hourly billing rates noted above

Travel Expenses:      Included in hourly billing rates noted above

Estimated Monthly and Annual Contract Costs based on estimated work schedule (36 hours) from prior experience with similar on-call City tasks:

Licensed Engineer	\$200 per hour x 18 hours per month	\$3,600
Licensed Engineer	\$185 per hour x 4 hours per month	\$740
Supporting Staff (Supervised by PE/TE)	\$140 per hour x 14 hours per month	<u>\$1,960</u>
	Total Monthly Value	\$6,300
	Total Annual Contract Value	\$75,600

The Schedule of Hourly Rates by position classification, effective May 1, 2021, is included on the following page.



## Schedule of Hourly Rates Effective May 1, 2021

President	\$ 275
Executive Vice President	\$ 250
Vice President ( <i>Discounted Rate</i> )	<del>\$ 225</del> \$200
Director of Project Development/Principal Transportation Engineer	\$ 225
Senior Transportation Engineer	\$ 205
Senior Project Engineer/Project Manager	\$ 200
Senior Design Engineer/Senior Project Development Manager ( <i>Discounted Rate</i> )	<del>\$ 195</del> \$185
Senior Project Engineer/Advanced System Integrator/Senior Associate	\$ 185
Transportation Engineer	\$ 175
Senior System Integrator	\$ 170
Senior Signal Systems Specialist/Construction Inspector	\$ 165
Design Engineer/Signal Systems Specialist	\$ 150
Associate Transportation Engineer III	\$ 140
Associate Transportation Engineer II	\$ 135
Associate Transportation Engineer I	\$ 125
Project Coordinator	\$ 120
Associate Engineer II	\$ 115
CADD Operator/Associate Engineer I/Project Administrator	\$ 110
Assistant Engineer/Assistant Project Coordinator	\$ 100
Transportation Engineering Assistant	\$ 90
Traffic Enumerator, Engineering Aide III	\$ 80
Engineering Aide II	\$ 65
Engineering Aide I	\$ 50
Council/Commission Meetings, Hearings, etc. (Billing Rate + \$50 Surcharge)	\$1,000.00
Expert Witness (Billing Rate + \$50 Surcharge)	\$1,000.00
Expert Witness - Deposition/Court (Billing Rate + \$100 Surcharge)	\$1,000.00
Subconsultants will be billed at cost plus 20%	

*Conditions of Usage:* The above rates are typically effective for a 12-month period, but AGA maintains the right to change the billing rates at any time for convenience of record keeping. Therefore, all billings will always be at the then current billing rates. This will not affect any agreed upon total or not-to-exceed fees.

INVOICES WILL BE SUBMITTED MONTHLY AND SHALL BE DUE AND PAYABLE WITHIN 30 DAYS. FINANCE CHARGES MAY BE ACCRUED DAILY ON UNPAID BALANCES BASED ON A 10% ANNUAL PERCENTAGE RATE.