

## FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

### EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENTS PROJECT

This Amendment No. 1 to the Memorandum of Agreement (“Amendment No. 1”) is by and between the City of Claremont, hereinafter referred to as “CITY” and the San Gabriel Valley Council of Governments (“SGVCOG”) to be effective as of the date signed by both Parties. City and SGVCOG are sometimes referred to hereinafter individually as a “Party” and collectively as the “PARTIES”.

#### RECITALS

A. **WHEREAS**, the PARTIES entered into that certain Memorandum of Agreement, dated December 18, 2023 (the “Original Agreement”), which Original Agreement provides for completion of the East San Gabriel Valley Sustainable Multimodal Improvements Project (“SMIP”) Phase 1 in the CITY, as described in Exhibit “A,” which is attached hereto and incorporated herein by reference (referred to herein as the “Arrow Highway and Cambridge Avenue Improvements Project” or as the “PROJECT”); and

B. **WHEREAS**, the PARTIES desire to amend the Original Agreement for the scope of work and budget for additional funding to be contributed by the CITY, for additional grant funds to be allocated by the SGVCOG for the CITY’S PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B”, and additional consultant design services in the amount of \$427,993.00 as shown in the attached Exhibit “C”; and

C. **WHEREAS**, the CITY shall allocate an additional \$427,293.00 in local City funds for the Phase 1 Work, amending the CITY’s total local funding contribution from One Million Nine Hundred Thousand Dollars (\$1,900,000.00) to Two Million Three Hundred Twenty-Seven Thousand Nine Hundred Ninety-Three Dollars (\$2,327,993.00) (“CITY’s Funding Allocation”) for the CITY’S PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B” and shall also commit to contributing additional local funds for construction, to be determined upon completion of the Project Specifications and Estimates (PS&E) phase of the Phase 1 Work; and

D. **WHEREAS**, the SGVCOG secured an additional \$4,354,981 in MSP Cycle 3 ATP subfunds, which amends the total MSP ATP subfunds to \$7,437,955 for the CITY’S PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B”; and

E. **WHEREAS**, the SGVCOG secured an additional \$1,000,000.00 in federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) grant funds and shall allocate these funds for the CITY’S PROJECT’S Phase 1 Work as shown in the attached Exhibits “A” and “B”; and

F. **WHEREAS**, the SGVCOG’s total funding commitment for the SMIP Phase 1 Work shall not exceed the combined MSP ATP subfunds and CMAQ grant funds totaling Eight Million Four Hundred Thirty-Seven Thousand Nine Hundred Fifty-Five Dollars (\$8,437,955.00) (“SGVCOG’s Funding Allocation”); and

G. **WHEREAS**, the PARTIES desire to enter into this Amendment No. 1 to the Original Agreement to set forth the PARTIES: 1) scope of work for additional consultant design services; 2) funding obligations to pay for the completion of project approval and environmental documentation (“PA/ED”), final plans, specifications, and estimate (“PS&E”), right-of-way, and construction; and 3) to specify the terms and conditions under which the Arrow Highway and Cambridge Avenue Improvements Project is to be engineered, constructed, financed, and owned as provided herein; and

H. **WHEREAS**, the PARTIES desire to amend the Original Agreement only as expressly set forth herein, and except as specifically amended by this Amendment No. 1, the Original Agreement shall remain in full force and effect. In the event of any conflict between this Amendment No. 1 and the Original Agreement, this Amendment No. 1 shall control.

## **AGREEMENT**

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Revised Scope of Work.** The scope of work for City of Claremont SMIP Phase 1 to the Original Agreement, Exhibit “B”, shall be deleted and replaced in its entirety with the following: Exhibit "A" attached hereto and incorporated herein by this reference.

The amended scope of work includes betterments, per the CITY’s request for:

- 1) Extending the existing northern sidewalk on Arrow Highway between Bucknell Avenue and Indian Hill Boulevard, approximately 385 feet east of Bucknell Avenue; and
- 2) Installing a raised Class-IV bike lane on the northside of Arrow Highway between Bucknell Avenue and Indian Hill Boulevard; and
- 3) Extending the existing raised median along Arrow Highway between Notre Dame Road to Bucknell Avenue; and
- 4) Construction of a new gateway monument sign on Arrow Highway and Cambridge Avenue/Mountain Avenue; and
- 5) Construction of new curb extensions/bulb-outs along Arrow Highway: 1) at the northeast and northwest corners at Bucknell Avenue, 2) at the southeast and southwest corners at Virginia Road, 3) at the southeast and southwest corners at Notre Dame Road, 4) at the southeast and southwest corners at Geneve Avenue, 5) at the southeast and southwest corners at Carleton Avenue, and along Cambridge Avenue: 1) at the northeast and southeast corners at Wharton Drive and 2) at the southeast and southwest corners at Bonita Avenue; and
- 6) Design and construction of a widened sidewalk at the northwest corner of Arrow Highway between Manville Street and Cambridge Avenue/Mountain Avenue.

Payment terms for these betterments are described in Section 3 below.

2. **Revised Funding Allocation.** The PARTIES have allocated various funding sources for the PROJECT. The Phase 1 Work MSP Funding Allocation, Exhibit “C” and the Phase 1 Funding and Expenditure Plans, Exhibit “D” to the Original Agreement, shall be deleted and replaced in their entirety with the Phase 1 Project Funding Allocation in Exhibit “B” attached hereto and incorporated herein by this reference.
- a. The SGVCOG shall contribute the SGVCOG’s total Funding Allocation not to exceed Eight Million Four Hundred Thirty-Seven Thousand Nine Hundred Fifty-Five Dollars (\$8,437,955), consisting of \$3,082,974.00 in MSP Cycle 2, \$4,354,981.00 in MSP Cycle 3, and \$1,000,000 in CMAQ funds toward eligible costs of the Project’s Phase 1 Work.
  - b. Section III(A), SGVCOG Responsibilities, is hereby amended to add a subsection III(A)(9), as follows:
    - i. SGVCOG’s funding obligation is limited strictly to available, authorized, programmed, and reimbursable funding sources. SGVCOG shall have no obligation to advance, advertise, award, or proceed with construction unless all required funding approvals, obligation deadlines, expenditure deadlines, and reimbursement conditions are satisfied.
    - ii. SGVCOG shall have no obligation to fund cost overruns except to the extent caused by SGVCOG’s sole negligence or willful misconduct.
  - c. The CITY shall contribute to SGVCOG the CITY’s funding allocation in an amount not to exceed Two Million Three Hundred Twenty-Seven Thousand Nine Hundred Ninety-Three Dollars (\$2,327,993.00) for the Project, as shown in the attached Exhibits “A” and “B”.
    - i. CITY shall contribute an additional \$427,993.00, to pay for the design and construction of the CITY’s requested betterments - additional out-of-scope items as described in Section 1 above and as shown in Exhibit “A”, Exhibit “B”, and Exhibit “C”.
    - ii. CITY shall also commit to contributing additional funding to pay for the construction of the betterments - additional out-of-scope items that are included in the consultant’s change-order for additional design services as described. The CITY’s total additional contributions for construction of the proposed betterments shall be determined by the completion of the PS&E phase.
3. **Cost Responsibilities.** Section III(C), Cost Responsibilities of Parties, is hereby amended to add a subsection III(C)(11), as follows:
- a. **Limitation on CITY Contribution.** CITY’s base financial contribution under this Agreement shall not exceed \$2,327,993.00, except for costs arising from additional CITY-requested changes, betterments, utility obligations, delays, ineligible costs, or other costs expressly assigned to CITY under this Agreement. CITY shall not be responsible for general PROJECT-wide cost overruns unrelated to the PROJECT unless CITY agrees in writing.

- b. **Payments.** Within thirty (30) calendar days of the effective date, CITY shall pay to SGVCOG Four Hundred Twenty-Seven Thousand Two Hundred Ninety-Three Dollars (\$427,293.00) for the change-order to the existing Task Order with SGVCOG's consultant for Plans, Specifications, and Estimate (PS&E).
  - c. CITY shall also provide its local funding contributions towards the PROJECT and shall pay the SGVCOG the funding that has been allocated by the CITY per the programmed funding years, as shown in Exhibit "B".
  - d. SGVCOG shall have no obligation to award, issue Notice-to-Proceed with consultant amendments, or proceed with construction of the Project until CITY's contribution is received.
4. **Sufficiency of Funding Sources.** Section III(C), Cost Responsibilities of Parties, is hereby amended to add a subsection III(C)(12), as follows:
- a. SGVCOG shall have no obligation to advertise, award, issue notice to proceed, incur construction costs, or continue work unless sufficient funding has been secured and all applicable funding approvals, obligations, authorizations, and reimbursement eligibility requirements are in place.
  - b. Any loss, de-obligation, lapse, repayment, audit disallowance, reimbursement denial, or ineligible cost caused by CITY action, inaction, requested scope, delay, betterment, or failure to comply with Funding Source requirements shall be the responsibility of CITY.
5. **Integration.** This Amendment No. 1 and all attachments hereto integrate all of the terms and conditions mentioned herein and supersede all negotiations with respect hereto. This Amendment No. 1 amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Amendment No. 1 and the terms and provisions of the Original Agreement, the terms and provisions of this Amendment No. 1 shall control.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have caused the Amendment No. 1 to the Original Agreement on the date of last execution by the Parties.

CITY OF CLAREMONT

By: \_\_\_\_\_  
Adam Pirrie  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alisha Patterson  
Rutan & Tucker, LLP  
City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Marisa Creter  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Cassie E. Trapesonian  
General Counsel

## **EXHIBIT A**

### **EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP)**

#### **Scope of Work City of Claremont SMIP Phase 1**

##### ***City of Claremont***

##### ***Arrow Highway & Cambridge Avenue Improvements Project***

##### **Claremont SMIP Phase 1 Project Description**

The City of Claremont's SMIP Phase 1 Project - Arrow Highway and Cambridge Avenue Improvements Project includes completing Plans, Specifications, and Estimates (PS&E), and construction for the reconfiguration of Arrow Highway between Cambridge Avenue and Indian Hill Boulevard and Cambridge Avenue between Bonita Avenue and Arrow Highway as part of the City's "Complete Streets" project efforts.

Arrow Highway is a minor arterial roadway, and with regards to this particular Project runs throughout the East San Gabriel Valley, connecting the Cities of Claremont, Pomona, La Verne, San Dimas, Glendora, Covina, and Azusa. This corridor was studied as the focal point of the Multimodal Regional Corridor Plan (MMRP) for Arrow Highway. In addition to the MMRP, both Arrow Highway and Cambridge Avenue projects are incorporated into the Metro Gold Line Foothill Extension 2B First/Last Mile Plan.

The Claremont segment of Arrow Highway included in this Project spans approximately 2,200 linear feet from Indian Hill Boulevard to Cambridge Avenue/Mountain Avenue. The City's proposed "Complete Streets" project will improve the existing street cross section which consists of two travel lanes in each direction, a 14-foot-wide raised median island, a Class II bike lane, and parking on the north side. The proposed, improved cross section for this portion of Arrow Highway will accommodate seven-foot Class IV buffered-median (five-foot) separated bikeways, two 11-foot travel lanes (in each direction), and a 14-foot-wide median island.

Amended improvements include additional consultant design services and construction for the following City requested betterments:

- 1) Extending the existing northern sidewalk on Arrow Highway between Bucknell Avenue and Indian Hill Boulevard, approximately 385 feet east of Bucknell Avenue;
- 2) Raising the Class IV bike lane on the north side of Arrow Highway between Bucknell Avenue and Indian Hill Boulevard;
- 3) Extending the existing raised median along Arrow Highway at Notre Dame Road to Bucknell Avenue
- 4) Construction of a gateway monument sign on Arrow Highway and Cambridge Avenue/Mountain Avenue;

- 5) Construction of new curb extensions/bulb-outs along Arrow Highway at Bucknell Avenue, Virginia Road, Notre Dame Road, Geneve Avenue, Carleton Avenue, Wharton Drive, and Bonita Avenue; and
- 6) Construction of a widened sidewalk at the northwest corner of Arrow Highway between Manville Street and Cambridge Avenue/Mountain Avenue.

CITY shall pay One Hundred (100%) Percent of the Project engineering, construction, and administration and project management costs for these CITY requested betterments and a separate agreement shall be executed defining the terms and conditions under which betterment is to be engineered, constructed, financed, operated, and maintained.

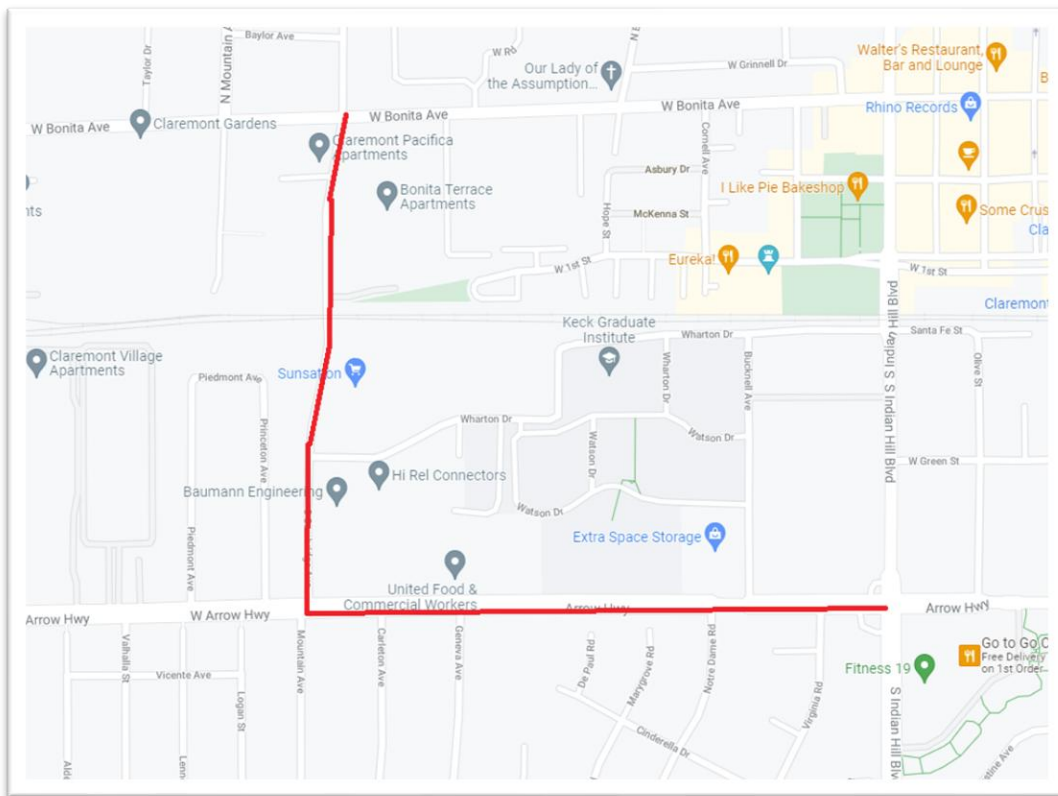
As part of the street design process, sidewalks and lighting deficiencies will be evaluated along Arrow Highway from Indian Hill Boulevard to Cambridge Avenue and necessary improvements will be included in the final design plans.

Cambridge Avenue, classified as collector roadway per the City's General Plan, has an existing 60-foot curb-to-curb cross section that provides on-street parking, and over-sized travel lanes that present "sharrows" to accommodate cyclists. The proposed cross section on Cambridge Avenue spans approximately 800 linear feet from Bonita Avenue to the Metrolink San Bernardino Line railroad tracks will feature on-street parking, Class II bike lanes with striped buffer zones, and two 11-foot travel lanes. The southern portion of Cambridge Avenue spans approximately 1,300 linear feet connecting to Arrow Highway will provide seven-foot Class IV buffered-median (five-foot) separated bikeways, and two 12-foot travel lanes. As part of the street design process, sidewalks and lighting deficiencies will be evaluated along Cambridge Avenue between Indian Hill Boulevard and Bonita Avenue and necessary improvements will be included in the final design plans.

#### *Claremont SMIP Phase 1 Project Limits/Area & Location Map*

The City of Claremont's SMIP Phase 1 Project is located along Arrow Highway and Cambridge Avenue in the City of Claremont. For the Arrow Highway segment, the project limits are between Cambridge Avenue/Mountain Avenue to the west and Indian Hill Boulevard to the east. For the

Cambridge Avenue segment, the project limits are between Bonita Avenue to the north and Arrow Highway to the south.



## Claremont SMIP Phase 1 Estimated Project Costs & Project Funding/Budget

The total estimated cost for the City's SMIP Phase 1 Project is \$10,765,948. Currently, secured funding totals \$10,765,948, consisting of: \$3,082,974 in Measure M Multi-Year Subregional Program (MSP) Cycle 2 and \$4,354,981 in MSP Cycle 3 Active Transportation Program (ATP) subfunds, and \$1,000,000 in federal Congestion Mitigation and Air Quality Program (CMAQ) grant funds, which comprises \$8,437,955 in secured funds administered by SGVCOG; and \$2,327,993 in local funding contributions by the City to complete Project Approval and Environmental Documentation (PA&ED), Plans, Specifications, and Estimates (PS&E), and construction to implement the Project. Final construction costs will be confirmed upon completion of PS&E. SGVCOG shall have no obligation to proceed with construction unless sufficient funding is secured and all applicable Funding Source requirements are satisfied. Details for the secured funding for the Project are shown in Exhibit B.

## Claremont SMIP Phase 1 Detailed Project Schedule

Current Project Status: Design Phase – 60 percent design.  
Community Outreach completed.



| <b>Claremont SMIP Phase 1 Project Milestone Schedule</b> |                   |                   |                          |
|----------------------------------------------------------|-------------------|-------------------|--------------------------|
| <b>Project Milestones / Phases</b>                       | <b>Start Date</b> | <b>End Date</b>   | <b>Duration (Months)</b> |
| PA&ED                                                    | June 1, 2026      | October 1, 2026   | 4                        |
| PS&E                                                     | April 24, 2024    | December 31, 2026 | 32                       |
| ROW                                                      | n/a               | n/a               |                          |
| CON                                                      | August 1, 2028    | June 1, 2029      | 10                       |
| CLOSEOUT                                                 | November 1, 2029  | March 1, 2030     | 4                        |

## EXHIBIT B

### CITY OF CLAREMONT EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP)

#### Phase 1 Project Funding Allocation Arrow Highway and Cambridge Avenue Improvements Project

| Project Name                                            | Source of Funds                     | Phase        | Responsible Funding Party | Amount       | Funding Programming |
|---------------------------------------------------------|-------------------------------------|--------------|---------------------------|--------------|---------------------|
| Arrow Highway and Cambridge Avenue Improvements Project | City Funds                          | PS&E         | Claremont                 | \$427,993    | FY26/27             |
|                                                         | Prop A                              | Construction | Claremont                 | \$100,000    | FY27/28             |
|                                                         | Prop C                              | Construction | Claremont                 | \$600,000    | FY27/28             |
|                                                         | SB1                                 | Construction | Claremont                 | \$1,200,000  | FY27/28             |
|                                                         | Measure M MSP Cycle 2 (ATP Subfund) | PS&E         | SGVCOG                    | \$870,297    | FY22/23 to FY26/27  |
|                                                         | Measure M MSP Cycle 2 (ATP Subfund) | Construction | SGVCOG                    | \$2,212,677  | FY27/28             |
|                                                         | Measure M MSP Cycle 3 (ATP Subfund) | Construction | SGVCOG                    | \$4,354,981  | FY27/28 & FY28/29   |
|                                                         | CMAQ                                | Construction | SGVCOG                    | \$1,000,000  | FY27/28             |
| Subtotal City Contribution                              |                                     |              |                           | \$2,327,993  |                     |
| Subtotal SGVCOG Contribution                            |                                     |              |                           | \$8,437,955  |                     |
| TOTAL SECURED FUNDING                                   |                                     |              |                           | \$10,765,948 |                     |

**EXHIBIT C**

**CONSULTANT TASK ORDER AMENDMENT**

**[SEE FOLLOWING PAGE(S)]**

**EXHIBIT C**  
**CONSULTANT TASK ORDER AMENDMENT**

**ADDITIONAL SCOPE OF SERVICES**

KOA Corporation (KOA) is providing this proposal for additional services on the Arrow Highway & Cambridge Avenue First/Last Mile Improvement Project (Claremont SMIP).

**SIDEWALK MODIFICATIONS, CURB EXTENSIONS, MEDIAN MODIFICATIONS, AND GATEWAY MONUMENT SIGN**

**Project Understanding**

The project corridor includes Arrow Highway between Cambridge Avenue and Indian Hill Boulevard and Cambridge Avenue between Bonita Avenue and Arrow Highway. The purpose of this project is to provide First/Last mile connections and active transportation improvements throughout the eastern San Gabriel Valley. The project includes the design of Class-IV bike lanes along Arrow Highway between Cambridge Avenue and Indian Hill Boulevard, and Cambridge Avenue between Bonita Avenue and Arrow Highway. Per the request by the City of Claremont, the additional services and scope of work are described below:

Arrow Highway between Bucknell Avenue and Indian Hill Boulevard

- Extend the existing northern sidewalk ~385 feet east of Bucknell Avenue
- Install raised Class IV bike lane on the northside of Arrow Highway

Arrow Highway & Bucknell Avenue

- Install curb extensions on northeast and northwest corners

Arrow Highway & Virginia Road

- Install curb extensions on southeast and southwest corners

Arrow Highway & Notre Dame Road

- Install curb extensions on southeast and southwest corners
- Extend the existing median to Bucknell Avenue

#### Arrow Highway & Geneva Avenue

- Install curb extensions on southeast and southwest corners

#### Arrow Highway & Carleton Avenue

- Install curb extensions on southeast and southwest corners

#### Arrow Highway & Cambridge Avenue/Mountain Avenue

- Install gateway monument sign on eastern median

#### Cambridge Avenue & Wharton Drive

- Install curb extensions on northeast and southeast corners

#### Cambridge Avenue & Bonita Avenue

- Install curb extensions on southeast and southwest corners

### **TASK 1 – PROJECT MANAGEMENT**

KOA will perform the following additional project management services:

- Attend up to five (5) additional team conference calls;
- Attend up to two (2) additional Traffic & Transportation Commission and/or City Council meetings;
- General project management services.

### **TASK 2 – PRELIMINARY ENGINEERING**

#### **TOPOGRAPHIC SURVEY**

KDM Meridian, Inc. (KDM) will conduct supplemental topographic survey and base mapping for all new curb extension locations. Additionally, KDM will obtain and review two additional Preliminary Title Reports to cross reference with accessor data and the City's provided reports to confirm accurate ROW boundaries for base mapping.

#### **Deliverables:**

- Survey base map (CAD and PDF).

### **TASK 3 – ENVIRONMENTAL REVIEW**

Avante Garde, Inc (AGI) will prepare and develop documents as needed to complete the filing of the Preliminary Environmental Study (PES). We have included a budget allowance

in our fee for this effort, however KOA reserves the right to request additional budget if the effort is more than anticipated.

**Deliverables:**

- Chapter 6 PES Documents (Exhibit 6-A).
- Backup documents.

## **TASK 4 – FINAL DESIGN**

### **STREET IMPROVEMENTS**

KOA will prepare street improvement plans to accommodate the design of fourteen (14) additional curb extensions, fourteen (14) curb ramps, modified median, and the raised Class-IV bikeway. Our scope of work includes:

- Prepare curb extension and curb ramp detail sheets at a scale of 1"=5'. The plans will include pertinent horizontal layout, proposed elevations and slopes, construction notes, and applicable details. Vertical profiles are excluded from the scope of work.
- Prepare a median improvement sheet at a scale of 1"=20'. The plan will include pertinent horizontal layout, proposed elevations (station, offset, elevation), construction notes, and applicable details. Vertical profiles are excluded from the scope of work.
- Prepare a street improvement sheet at a scale of 1"=20' for the raised Class-IV bikeway. The plan will include pertinent horizontal layout, vertical profile, construction notes, and applicable details.
- Plans will be prepared in accordance with the latest editions of the Standard Plans for Public Works Construction (SPPWC), and the City of Claremont Standard Plans.
- Plan submittals will be provided at the 60%, 90%, and 100% design stages.

**Deliverables:**

- 60%, 90%, and 100% plans submittals in PDF format.
- Final submittals in AutoCAD eTransmit format.

### **GATEWAY MONUMENT SIGN**

Gruen Associates will prepare construction drawings and details for the City Entrance gateway monument sign at Arrow Highway/Cambridge Avenue proposed in the existing median for the project.

KOA will include applicable details within the PS&E package to accommodate the installation of adequate structural foundation and uplighting for the gateway monument

sign. The uplighting plan will be prepared at a scale of 1"=20' and will show the existing curb, right-of-way, driveways, utilities, proposed street lights and proposed service location.

The structural aspect of the project involves the design of a monument sign foundation in the proposed median. This foundation will be based on an already installed monument foundation from a previous contract executed in 2016. There is no geotechnical support for design of this foundation, therefore conservative assumptions will be made for soil bearing.

Submittals will be made to the City at the 60%, 90% and 100% stages.

**Deliverables:**

- 60%, 90%, and 100% plans submittals in PDF format.
- Final submittals in AutoCAD eTransmit format.

**SOUTHERN CALIFORNIA EDISON COORDINATION**

KOA will coordinate with Southern California Edison (SCE) for the proposed electrical design required for the proposed uplighting. We will prepare and submit customer project info sheet, design option letter, and load calculations to SCE.

Budget is limited to what is shown in the fee estimate.

**Deliverables:**

- Design Option Letter.
- SCE site plan.

**COST ESTIMATE AND SPECIFICATIONS**

KOA will provide probable cost of construction and special provisions for the additional improvements.

**Deliverables:**

- 60%, 90% and 100% estimate submittals in Excel and PDF format.
- 90% and 100% specifications submittals in Word and PDF format.

**TASK 5 – BUDGET REALLOCATION REQUEST**

Addendum #1 was approved by the Client on 9/3/2024. This addendum included additional services for survey and a drainage analysis on Bonita Avenue. It was determined

that after the analyses were completed, a separate addendum proposal would be provided for the additional PS&E scope of work. Instead of requesting additional fee for this work, we request to reallocate the remaining budget of \$14,100 from Addendum #1 to cover the PS&E scope for Bonita Avenue.

The PS&E work will include the preparation of street improvement plans to accommodate the design curb & gutter on Bonita Avenue between Cambridge Avenue and Indian Hill Boulevard. The design will improve the various ponding issues along the north and south sides of the street as identified in the Conceptual Exhibit provided to the Client. Our scope of work includes:

- Prepare a street improvement sheet at a scale of 1"=20'. The plan will include pertinent horizontal layout, proposed elevations (station, offset, elevation), construction notes, and applicable details. Vertical profiles are excluded from the scope of work.
- Plans will be prepared in accordance with the latest editions of the Standard Plans for Public Works Construction (SPPWC), and the City of Claremont Standard Plans.
- Plan submittals will be provided at the 60%, 90%, and 100% design stages.
- KOA will provide probable cost of construction and special provisions for the additional improvements.

See below for the budget reallocation.



## Reallocated Budget

|                                                        | Task                                                     | Original Budget  | Billed to Date | Budget Remaining | Budget Reallocation | Updated Budget   |
|--------------------------------------------------------|----------------------------------------------------------|------------------|----------------|------------------|---------------------|------------------|
| Original Scope                                         | Task 4: Final Design                                     |                  |                |                  |                     |                  |
|                                                        | 60% Submittal                                            | \$144,820        | \$7,241        | \$137,579        | \$8,460             | \$153,280        |
|                                                        | 90% Submittal                                            | \$81,880         | \$0            | \$81,880         | \$2,820             | \$84,700         |
|                                                        | 100% Submittal                                           | \$45,440         | \$0            | \$45,440         | \$1,410             | \$46,850         |
|                                                        | Constructability Review                                  | \$20,400         | \$0            | \$20,400         | \$1,410             | \$21,810         |
|                                                        | Total Budget                                             | <b>\$292,540</b> |                |                  | <b>\$14,100</b>     | <b>\$306,640</b> |
| Addendum #1<br>(Additional Survey & Drainage Analysis) | Task 2: Preliminary Engineering                          |                  |                |                  |                     |                  |
|                                                        | Topographic Survey                                       | \$19,200         | \$19,200       | \$0              | \$0                 | \$19,200         |
|                                                        | Task 7: Drainage Analysis                                |                  |                |                  |                     |                  |
|                                                        | Percolation Test Report                                  | \$16,656         | \$16,656       | \$0              | \$0                 | \$16,656         |
|                                                        | Curb & Gutter Analysis                                   | \$10,260         | \$10,260       | \$0              | \$0                 | \$10,260         |
|                                                        | Preliminary Drainage Engineering Study                   | \$22,965         |                | \$7,985          | -\$7,985            | \$14,980         |
|                                                        | Optional Services                                        |                  |                |                  |                     |                  |
|                                                        | Deep Percolation Test (50' depth max)                    | \$3,480          | \$0            | \$3,480          | -\$3,480            | \$0              |
|                                                        | Preliminary Drainage Engineering Study – Option Location | \$2,635          | \$0            | \$2,635          | -\$2,635            | \$0              |
|                                                        | Total Budget                                             | <b>\$75,196</b>  |                |                  | <b>-\$14,100</b>    | <b>\$61,096</b>  |

## FEE ESTIMATE

KOA will perform the work specified in the scope above based on the lump sum fee of **\$288,245.00** as shown in Attachment B.

The budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of final documents by KOA. Any additional services requested after final document submittal will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

## **ARROW HIGHWAY SIDEWALK WIDENING**

### **Project Understanding**

The City of Claremont's project includes Class-IV bike lanes on Arrow Highway between Cambridge Avenue/Mountain Avenue and Indian Hill Boulevard. The City of Pomona's project includes a two-way cycle track on the south side of Arrow Highway between White Avenue and Cambridge Avenue/Mountain Avenue. HR Green is completing the PS&E package for the City of Pomona.

To provide cohesion between the two projects, the City of Claremont has requested additional design services to their project. The additional services include narrowing the roadway on the north-side of Arrow Highway between Manville Street (City limit) and Cambridge Avenue/Mountain Avenue by three (3)-feet in order to provide a wider, ADA compliant sidewalk. This project is anticipated to be coordinated and constructed with Pomona's SMIP project.

### **TASK 1 – PROJECT MANAGEMENT**

KOA will perform the following additional project management services:

- Attend up to five (5) additional team conference calls;
- General project management services.

**Assumptions:** Based on our current understanding, the project will be combined with the City of Pomona's SMIP. We have included additional meetings and project management time to cover coordination with the City of Pomona and/or HR Green and to ensure alignment with their project.

#### **Deliverables:**

- Monthly invoices and progress reports.

### **TASK 2 – PRELIMINARY ENGINEERING**

#### **RECORDS RESEARCH**

KOA will work with the City to obtain record drawings and documents relevant to the work site. Record drawings and documents can include, but are not limited to existing improvement plans, topographic maps, centerline ties, corner records, as-built plans,

utility plans, etc. We will send our request for record drawings and documents through the City's Project Manager.

### **TOPOGRAPHIC SURVEY**

KDM Meridian, Inc. (KDM) will conduct supplemental topographic survey and base mapping for the sidewalk widening on the north side of Arrow Highway between Manville Street (City limit) and Cambridge Avenue/Mountain Avenue (northern right-of-way to northern median curb).

### **UTILITY RESEARCH, NOTIFICATIONS, AND MAPPING**

KOA will obtain a list from the City of utility companies known to own and operate facilities in the City. We will send an email with our standard utility response form, and a map of the project site to all relevant utility companies. We will request information from them including record drawings of their facilities, prior rights information, and any planned upgrades expected in the near future. Utility responses will be logged and information regarding existing facilities will be shown on our plans. In some cases, the utility owner may require a request presented on City letterhead. We will coordinate these situations, if needed, with the City's Project Manager. KOA will provide the City's Project Manager with a utility response list and maps/data received when all utility companies have responded. KOA will compile all as-builts received from the utility agencies and develop a utility base map that will be referenced in the project plans. We will also send a notification to all utility companies within the project limits at the 60% and 100% design stage for review to determine any possible conflict with proposed improvements. KOA will work closely with utility companies to resolve any conflict prior to final design.

**Note:** Due to the uncertainty of the number of utility companies, affected utilities, and various utility company requirements, our budget is limited to what is shown in the fee schedule.

**Assumptions:** The City is responsible for any fees associated with utility company plan reviews, permits, etc.

### **FIELD REVIEW AND SITE EVALUATION**

Upon receipt of the topographic survey and any available as-built records from the City, KOA will visit the project site to verify and document existing conditions. We will investigate and verify existing traffic signal poles and equipment, cabinets, signing and striping, median configuration, curb ramps, utility manholes/valves, power poles, fire

hydrants, etc. Photographs will be taken throughout the project area for use during design and for pre-construction reference.

### **BASE PLAN PREPARATION**

Upon completion of our field review we will prepare accurate base plans. The base plan will show existing centerlines, curb, gutter, right-of-way, curb ramps, driveways, pavement delineations, markings, roadside signs, traffic signal equipment, pull boxes, utility manholes/valves, and all other information that was documented during our field review. We believe putting extra time and effort into the preparation of accurate base plans is a critical step because they will serve as the foundation of our design. This will eliminate the need to revisit the base plan to make changes, which can result in delays of our deliverables and the project schedule.

#### **Deliverables:**

- Topographic survey.
- Utility as-built records and agency response list.
- Field notes and site photos.
- Base plans.

### **TASK 3 – FINAL DESIGN**

#### **STREET IMPROVEMENTS**

KOA will prepare street improvement plans to accommodate the design of the sidewalk extension. Our scope of work includes:

- Prepare street improvement sheets at a scale of 1"=20' for the sidewalk extension. The plan will include pertinent horizontal layout, vertical profile, construction notes, and applicable details.
- Plans will be prepared in accordance with the latest editions of the Standard Plans for Public Works Construction (SPPWC), and the City of Claremont Standard Plans.
- Plan submittals will be provided at the 60%, 90%, and 100% design stages.

#### **SIGNING & STRIPING**

KOA will prepare a signing & striping plan along Arrow Highway between Manville Street (City limit) and Cambridge Avenue/Mountain Avenue. Our scope of work will include:

- Prepare signing & striping plans at a scale of 1"=40'. The plans will include centerlines, relevant existing and proposed street improvements, and existing pavement delineations, markings and roadside signs.

- Plans will show the proper disposition of all affected existing pavement delineations, markings and roadside signs. Plans will show the design of new pavement delineation, markings, pavement markers, flexible posts and roadway signs.
- Plans will be prepared in accordance with the latest edition of the Caltrans Standard Plans and the California Manual on Uniform Traffic Control Devices.
- Plan submittals will be provided at the 60%, 90%, and 100% design stages.

## TRAFFIC SIGNAL

KOA will prepare a traffic signal modification plan at the at the intersection of Arrow Highway and Cambridge Avenue/Mountain Avenue. Our scope of work will include:

- Prepare a traffic signal modification plan at a scale of 1"=20' for the project location. The base plan will include centerlines, right-of-way lines, relevant existing and proposed street improvements, utilities of record, and existing traffic controls and improvements. The drawings will include all notes, schedules, and other features required to complete the traffic signal modification plan.
- Recommend signal phasing, vehicle detection system, and proposed installation or relocations of signal equipment.
- The traffic signal plan will be designed using the latest edition of the Caltrans Standard Plans.
- Plan submittals will be provided at the 60%, 90%, and 100% design stages.

## STREET LIGHTING

KOA will prepare street lighting plans for the project limits to accommodate the relocation of existing street lights. Our scope of work will include:

- Research as-built plans of the existing street lighting system in the project vicinity, including lighting circuits and electrical loads. We will also conduct a field review of the project site to verify the accuracy of the street lighting as-built plan.
- Prepare street lighting plans at a scale of 1"=40'. The plans will include necessary horizontal layout, construction notes, applicable details, schedules, and other features required to complete the street lighting plans.
- The street lighting plans will be designed using the latest edition of the Caltrans Standard Plans.
- Plan submittals will be provided at the 60%, 90%, and 100% design stages.

**Assumptions:** We have assumed the existing street lights are City owned; however, we understand that coordination with SCE may be required if modifications to the existing service meter are necessary. KOA will lead all coordination effort with SCE and will prepare all necessary forms, permits, documentation, calculations, etc. if necessary.

## **CONSTRUCTABILITY REVIEW**

KOA will complete a constructability review of the plans, specifications and estimates after the submittal of the 90% design. This review will anticipate and identify challenges to the actual construction of the project, and ensure the project is biddable and buildable.

## **COST ESTIMATE AND SPECIFICATIONS**

KOA will provide the City with a probable cost of construction concurrent with each submittal (60%, 90%, and 100% design stages). The cost will be itemized and display anticipated bid items, quantity of material, and unit cost for each item. The prices will reflect current construction cost unless directed otherwise.

KOA will compile and assemble special provisions in the format of the City of Claremont's standards. Specifications will be provided during the 90% and 100% submittals. We have assumed KOA's special provisions will be combined with the City of Pomona's specification package (prepared by HR Green).

### **Deliverables:**

- 60%, 90%, and 100% plan submittals in PDF format.
- 60%, 90%, and 100% cost estimate submittals in PDF format.
- 90% and 100% specifications submittals in Word format.
- CAD files as requested.

## **TASK 4 – CONSTRUCTION SUPPORT**

Following the submittal of the final plans, specifications, and estimate, KOA will be available to the Client for:

- Attendance at pre-bid meeting
- Responding to bidders' questions
- Preparing addenda as necessary
- Attendance at pre-construction meeting
- Attendance at in-progress construction meetings
- Field visits during construction
- Review of shop drawings, submittals, and change orders
- Response to Requests for Information (RFI)
- Minor design changes during construction

**Note:** Hours will be limited to what is shown in the fee schedule.

## **RECORD DRAWINGS**

After construction has been completed, KOA will prepare record drawings based on redlines provided by the Contractor and/or the Client's Construction Manager. Field verification of proposed improvements is excluded from our scope of work.

### **Deliverables:**

- RFI & submittal log matrix and responses.
- Applicable design revisions.
- Record drawings.

## **FEE ESTIMATE**

KOA will perform the work specified in the scope above based on the lump sum fee of **\$139,748** as shown in Attachment B.

## **GRAND TOTAL FEE ESTIMATE FOR AMENDMENT NO. 3**

KOA will perform the work specified in the scope above for Sidewalk Modifications, Curb Extensions, Median Modification, and Gateway Monument Sign; and for Arrow Highway Sidewalk Widening based on the grand total lump sum fee of **\$427,993.00** as shown in Attachment B.

## EXHIBIT C-1

### CONSULTANT COST PROPOSAL

| <br><b>A LOCHNER COMPANY</b><br><b>DELIVERABLES</b> | KOA         |                        |                             |                       |             |                    |                     | SUBS              |                    |                          | TEAM TOTAL          |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------|-----------------------------|-----------------------|-------------|--------------------|---------------------|-------------------|--------------------|--------------------------|---------------------|
|                                                                                                                                      | Principal I | Senior Engineer I (PM) | Senior Associate Engineer I | Associate Engineer II | Total Hours | Other Direct Costs | KOA TOTAL           | KDM Meridian      | Twining, Inc.      | Aguilar Consulting, Inc. |                     |
| Hourly Rates (Fully Burdened)                                                                                                        | \$300.00    | \$240.00               | \$170.00                    | \$155.00              |             |                    |                     | Survey            | Geotechnical       | Storm Water Resources    |                     |
| <b>ADDITIONAL SERVICES</b>                                                                                                           |             |                        |                             |                       |             |                    |                     |                   |                    |                          |                     |
| <b>TASK 1: PROJECT MANAGEMENT</b>                                                                                                    |             |                        |                             |                       |             |                    |                     |                   |                    |                          |                     |
| Additional Team Conference Calls (5)                                                                                                 |             | 5                      | 5                           |                       | 10          | \$0.00             | \$2,050.00          |                   |                    |                          | \$2,050.00          |
| Additional Public Meetings (2)                                                                                                       |             | 10                     | 10                          |                       | 20          | \$150.00           | \$4,250.00          |                   |                    |                          | \$4,400.00          |
| Additional General Project Management                                                                                                |             | 20                     |                             |                       | 20          |                    | \$4,800.00          |                   |                    |                          | \$4,800.00          |
| <b>SUBTOTAL</b>                                                                                                                      | <b>0</b>    | <b>35</b>              | <b>15</b>                   | <b>0</b>              | <b>50</b>   | <b>\$150.00</b>    | <b>\$11,100.00</b>  | <b>\$0.00</b>     | <b>\$0.00</b>      | <b>\$0.00</b>            | <b>\$11,250.00</b>  |
| <b>TASK 2: PRELIMINARY ENGINEERING</b>                                                                                               |             |                        |                             |                       |             |                    |                     |                   |                    |                          |                     |
| Additional Topographic Survey                                                                                                        |             | 8                      |                             | 12                    | 20          |                    | \$3,780.00          |                   | \$15,500.00        |                          | \$19,280.00         |
| Additional Field Review & Site Evaluation                                                                                            |             |                        | 8                           | 16                    | 24          |                    | \$3,840.00          |                   |                    |                          | \$3,840.00          |
| <b>SUBTOTAL</b>                                                                                                                      | <b>0</b>    | <b>8</b>               | <b>8</b>                    | <b>28</b>             | <b>44</b>   | <b>\$0.00</b>      | <b>\$7,620.00</b>   | <b>\$0.00</b>     | <b>\$15,500.00</b> | <b>\$0.00</b>            | <b>\$23,120.00</b>  |
| <b>TASK 3: ENVIRONMENTAL REVIEW</b>                                                                                                  |             |                        |                             |                       |             |                    |                     |                   |                    |                          |                     |
| Additional As Needed Allowance                                                                                                       |             | 4                      |                             | 4                     | 8           |                    | \$1,580.00          | \$5,440.00        |                    |                          | \$7,020.00          |
| <b>SUBTOTAL</b>                                                                                                                      | <b>0</b>    | <b>4</b>               | <b>0</b>                    | <b>4</b>              | <b>8</b>    | <b>\$0.00</b>      | <b>\$1,580.00</b>   | <b>\$5,440.00</b> | <b>\$0.00</b>      | <b>\$0.00</b>            | <b>\$7,020.00</b>   |
| <b>TASK 4: FINAL DESIGN</b>                                                                                                          |             |                        |                             |                       |             |                    |                     |                   |                    |                          |                     |
| Additional 60% Submittal                                                                                                             | 16          | 68                     | 300                         | 292                   | 676         |                    | \$117,380.00        |                   |                    | \$9,297.00               | \$126,677.00        |
| Additional 90% Submittal                                                                                                             | 11          | 50                     | 211                         | 164                   | 436         |                    | \$76,590.00         |                   |                    | \$4,648.50               | \$81,238.50         |
| Additional 100% Submittal                                                                                                            | 9           | 25                     | 57                          | 84                    | 175         |                    | \$31,410.00         |                   |                    | \$1,549.50               | \$32,959.50         |
| SCE Coordination                                                                                                                     |             | 12                     |                             | 20                    | 32          |                    | \$5,980.00          |                   |                    |                          | \$5,980.00          |
| <b>SUBTOTAL</b>                                                                                                                      | <b>36</b>   | <b>155</b>             | <b>568</b>                  | <b>560</b>            | <b>1319</b> | <b>\$0.00</b>      | <b>\$231,360.00</b> | <b>\$0.00</b>     | <b>\$0.00</b>      | <b>\$15,495.00</b>       | <b>\$246,855.00</b> |
| <b>TOTAL BASE SERVICES</b>                                                                                                           | <b>36</b>   | <b>202</b>             | <b>591</b>                  | <b>592</b>            | <b>1421</b> | <b>\$150.00</b>    | <b>\$251,660.00</b> | <b>\$5,440.00</b> | <b>\$15,500.00</b> | <b>\$15,495.00</b>       | <b>\$288,245.00</b> |





| <br><b>A LOCHNER COMPANY</b><br>DELIVERABLES | KOA         |                                   |                   |                      |             |                    |                 | SUBS         | TEAM TOTAL   |
|-------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------|-------------------|----------------------|-------------|--------------------|-----------------|--------------|--------------|
|                                                                                                                               | Principal I | Senior Associate Engineer II (PM) | Senior Engineer I | Associate Engineer I | Total Hours | Other Direct Costs | KOA TOTAL       | KDM Meridian |              |
|                                                                                                                               |             |                                   |                   |                      |             |                    |                 | Survey       |              |
| 2026 Hourly Rates (Fully Burdened)                                                                                            | \$331.00    | \$209.00                          | \$265.00          | \$149.00             |             |                    |                 |              |              |
| ADDITIONAL SERVICES                                                                                                           |             |                                   |                   |                      |             |                    |                 |              |              |
| TASK 1A: PROJECT MANAGEMENT                                                                                                   |             |                                   |                   |                      |             |                    |                 |              |              |
| Additional Team Conference Calls (5)                                                                                          |             | 5                                 |                   | 5                    | 10          |                    | \$1,790.00      |              | \$1,790.00   |
| Additional General Project Management                                                                                         | 4           | 24                                |                   |                      | 28          |                    | \$6,340.00      |              | \$6,340.00   |
| SUBTOTAL                                                                                                                      | 4           | 29                                |                   | 5                    | 38          |                    | \$8,130.00      |              | \$8,130.00   |
| TASK 2A: PRELIMINARY ENGINEERING                                                                                              |             |                                   |                   |                      |             |                    |                 |              |              |
| Records Research                                                                                                              |             | 2                                 |                   | 2                    | 4           |                    | \$716.00        |              | \$716.00     |
| Topographic Survey                                                                                                            |             | 4                                 |                   | 2                    | 6           |                    | \$1,134.00      | \$16,500.00  | \$17,634.00  |
| Utility Research, Notifications, and Mapping                                                                                  |             |                                   |                   | 24                   | 24          | \$500.00           | \$4,076.00      |              | \$4,576.00   |
| Field Review & Site Evaluation                                                                                                |             |                                   | 8                 | 8                    | 16          | \$50.00            | \$3,362.00      |              | \$3,412.00   |
| Base Plan Preparation                                                                                                         |             |                                   | 8                 | 24                   | 32          |                    | \$5,696.00      |              | \$5,696.00   |
| SUBTOTAL                                                                                                                      |             | 6                                 | 16                | 60                   | 82          | \$550.00           | \$14,984.00     | \$16,500.00  | \$32,034.00  |
| TASK 4A: FINAL DESIGN                                                                                                         |             |                                   |                   |                      |             |                    |                 |              |              |
| 60% Submittal                                                                                                                 | 4           | 18                                | 24                | 172                  | 218         |                    | \$37,074.00     |              | \$37,074.00  |
| 90% Submittal                                                                                                                 | 7           | 18                                | 24                | 88                   | 137         |                    | \$25,551.00     |              | \$25,551.00  |
| 100% Submittal                                                                                                                | 3           | 10                                | 10                | 44                   | 67          |                    | \$12,289.00     |              | \$12,289.00  |
| SCE Coordination                                                                                                              |             | 20                                |                   | 20                   | 40          |                    | \$7,160.00      |              | \$7,160.00   |
| Constructability Review                                                                                                       | 20          |                                   |                   |                      | 20          |                    | \$6,620.00      |              | \$6,620.00   |
| SUBTOTAL                                                                                                                      | 34          | 66                                | 58                | 324                  | 482         |                    | \$88,694.00     |              | \$88,694.00  |
| TASK 5A: CONSTRUCTION SUPPORT                                                                                                 |             |                                   |                   |                      |             |                    |                 |              |              |
| Construction Support                                                                                                          |             | 20                                | 8                 | 20                   | 48          |                    | \$9,280.00      |              | \$9,280.00   |
| Record Drawings                                                                                                               |             | 2                                 |                   | 8                    | 10          |                    | \$1,610.00      |              | \$1,610.00   |
| SUBTOTAL                                                                                                                      |             | 22                                | 8                 | 28                   | 58          |                    | \$10,890.00     |              | \$10,890.00  |
| TOTAL BASE SERVICES                                                                                                           | 38          | 123                               | 82                | 417                  | 660         | \$550.00           | \$122,698.00    | \$16,500.00  | \$139,748.00 |
|                                                                                                                               |             |                                   |                   |                      |             |                    |                 |              |              |
|                                                                                                                               |             |                                   |                   |                      |             |                    | GRAND TOTAL FEE |              | \$427,993.00 |

## EXHIBIT C-2

### KEY STAFF & HOURLY RATES

| KOA Corporation<br>Hourly Billing Rates |       |
|-----------------------------------------|-------|
| Employee Classification                 | 2026  |
| Regional Manager                        | \$397 |
| Principal II                            | \$375 |
| Principal I                             | \$331 |
|                                         |       |
| Senior Engineer II                      | \$331 |
| Senior Engineer I                       | \$265 |
| Senior Associate Engineer II            | \$209 |
| Senior Associate Engineer I             | \$187 |
| Associate Engineer II                   | \$171 |
| Associate Engineer I                    | \$149 |
|                                         |       |
| Senior Planner II                       | \$331 |
| Senior Planner I                        | \$265 |
| Senior Associate Planner II             | \$209 |
| Senior Associate Planner I              | \$187 |
| Associate Planner II                    | \$171 |
| Associate Planner I                     | \$149 |
|                                         |       |
| Senior Designer II                      | \$187 |
| Senior Designer I                       | \$171 |
| Associate Designer II                   | \$149 |
| Associate Designer I                    | \$110 |
|                                         |       |
| Senior Construction Manager             | \$264 |
| Construction Manager                    | \$237 |
| Senior Construction Inspector           | \$195 |
| Construction Inspector                  | \$185 |
|                                         |       |
| Administrative Assistant II             | \$127 |
| Administrative Assistant I              | \$110 |
|                                         |       |
| Intern                                  | \$99  |

## **EXHIBIT C-3**

### **SUBCONTRACTORS**

- KDM Meridian - Survey
- Twining, Inc. - Geotechnical
- Aguilar Consulting, Inc. – Storm Water Resources

## EXHIBIT C-4

## PROJECT MILESTONE SCHEDULE

[illegible]

*Lochner Team Tasks*  
 *Client Review*