



1503 N. IMPERIAL AVENUE, SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

**TRANSPORTATION COMMISSION
AGENDA**

**WEDNESDAY, JULY 22, 2020
6:00 PM
REMOTE PARTICIPATION ONLY**

CHAIR: GEORGE NAVA

VICE CHAIR: CHERYL VIEGAS-WALKER

Individuals wishing accessibility accommodations at this meeting, under the Americans with Disabilities Act (ADA), may request such accommodations to aid hearing, visual, or mobility impairment by contacting ICTC offices at (760) 592-4494. Please note that 48 hours advance notice will be necessary to honor your request.

To participate on your computer via Zoom Meeting:

<https://zoom.us/j/99592836502?pwd=MnJMWmwrYmx6QVZlZlFPVmllQndwUT09>

To participate by phone:

1 (669) 900-9128

Meeting ID: 995 9283 6502#

Password: 419200#

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

A. Discussion / Action of emergency items, if necessary.

III. PUBLIC COMMENTS

Given recent public health directives limiting public gatherings due to the threat of COVID-19 and in compliance with the Governor's Order N-29-20, the meeting will be held telephonically and electronically. If members of the public wish to review the attachments or have any questions on any agenda item, please contact Cristi Lerma at 760-592-4494 or via email at cristilerma@imperialctc.org. Agenda and minutes are also available at: <http://www.imperialctc.org/meetings-&-agendas/commission/>. If any member of the public wishes to address the Commission, their comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Commission. The Commission will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

V. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- | | | | |
|----|--|---------------|--------|
| A. | Approval of the ICTC Commission Draft Minutes: | June 24, 2020 | Page 4 |
| B. | Receive and File: | | |
| | 1. ICTC Management Committee Minutes: | June 10, 2020 | |
| | 2. ICTC TAC Minutes: | June 25, 2020 | |
| | 3. ICTC SSTAC Minutes: | June 3, 2020 | |

**CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL**

- C. Low Carbon Transit Operations Program (LCTOP) Application for FY 2019-20 Funds Page 17

Due to the limited time associated with the grant submittal, staff was not able to forward this item to the management committee for review and approval. Staff forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the attached resolution
2. Authorization for the Execution of the LCTOP Project: Free Fare Program for eligible ICTC administered transit services

- D. Application for Federal Transit Administration (FTA) Section 5311 Program Funds CARES Act Page 22

Due to the limited time associated with the grant submittal, staff was not able to forward this item to the management committee for review and approval. Staff forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the resolution authorizing the Executive Director to sign the FTA 5311 Round 2 CARES Act grant application with all supporting documentation.
2. Direct staff to submit the application to Caltrans.

VI. REPORTS (Up to 5 minutes per staff report)

- A. ICTC Executive Director
 - See attached Executive Director Report Page 25
- B. Southern California Association of Governments Page 31
- C. California Department of Transportation – District 11
 - See attached report Page 34
- D. Commission Member Reports (if any)

VII. ACTION CALENDAR

Imperial County Transportation Commission (ICTC)

- A. Discussion / Action regarding First Amendment to Employment Agreement for the Position of Executive Director Page 42

Service Authority for Freeway Emergencies (SAFE)

- B. Agreement for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County, Modification #1 Page 54

Staff forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the Agreement with CASE Systems, Inc., Modification #1
2. Authorize the Chairman to sign the agreement

VIII. INFORMATION CALENDAR

- A. Tri-ennial Performance Audit Findings, Responses and Action Plan Page 147

IX. MEETING DATE AND PLACE

- A. If there are no urgent items, the next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, September 23, 2020 at 6:00 p.m.**, at the **ICTC Offices**, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and remotely via Zoom Meeting.

X. ADJOURNMENT

- A. Motion to adjourn

V. CONSENT CALENDAR

- A. Approval of the ICTC Commission Draft Minutes:
 - June 24, 2020
- B. Receive and File:
 - ICTC Management Committee Minutes:
 - June 10, 2020
 - ICTC TAC Minutes:
 - June 25, 2020
 - ICTC SSTAC Minutes:
 - June 3, 2020

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF June 10, 2020
10:30 a.m.**

VOTING MEMBERS PRESENT:

City of Brawley	Rosanna Bayon Moore
City of Calipatria	Rom Medina
City of Calexico	David Dale
City of El Centro	Marcela Piedra
City of Holtville	Nick Wells
County of Imperial	Tony Rouhotas
County of Imperial	Esperanza Colio-Warren
City of Westmorland	Ana Beltran
Imperial Irrigation District	Ismael Gomez

STAFF PRESENT: David Aguirre, Michelle Bastidas, Cristi Lerma, Daveline Villasenor

OTHERS PRESENT: David Salgado: SCAG; Maurice Eaton, Ben Guerrero, Bing Luu: Caltrans; Liz Zarate: City of El Centro; Kathy Chambers: Consultant

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, June 10, 2020 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Piedra called the Committee meeting to order at 10:35 a.m., roll call was taken and a quorum was present.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

A motion was made by [Bayon-Moore](#) seconded by [Wells](#) to approve the consent calendar as presented; **Motion carried unanimously.**

- | | | |
|----|---|----------------|
| A. | Approved Management Committee Draft Minutes: | March 11, 2020 |
| B. | Received and Filed: | |
| | 1. ICTC Commission Minutes: | March 25, 2020 |
| | 2. ICTC TAC Minutes: | April 23, 2020 |
| | 3. ICTC SSTAC Minutes: | May 6, 2020 |
| C. | ICTC - Public Transportation Agency Safety Plan (PTASP) | |

The full report is published on the ICTC website at:

http://www.imperialctc.org/media/managed/ICTC_PTASP_DRAFT_2020_updated.pdf

It was requested that ICTC Management Committee forward this item to the Commission for review and approval after public comment, if any:

1. Adopt the ICTC Public Transportation Agency Safety Plan (PTASP)
- D. FY 2020-21 Fifth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

It was requested that ICTC Management Committee forward this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairperson to sign the Fifth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT **Turquoise** #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT **Blue** #5) effective July 1, 2020 through June 30, 2021 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$162,062.71.
- E. Amendment #1 to the Agreement for the Local Transportation Authority Measure D Funds Transactions Tax Audit Services

It was requested that ICTC Management Committee forward this item to the LTA Board for review and approval after public comment, if any:

1. Authorize the Chairperson to sign Modification #1 to the Agreement for Measure D Funds Transactions Audit Services between the Hinderliter, de Llamas and Associates and the Local Transportation Authority.

V. REPORTS

- A. ICTC Executive Director
Mr. Baza provided updates from the report on page 75 of the agenda. Ms. Villasenor provided updates in the programs of the IVRMA.
- B. Southern California Association of Governments (SCAG)
Mr. Salgado provided updates from the report on page 88 of the agenda.
- C. Caltrans Department of Transportation – District 11
Mr. Eaton stated that Caltrans updates can be found in the report on page 103 of the agenda.
- D. Committee Member Reports
- There were no updates.

VI. ACTION CALENDAR

- A. Draft ICTC Overall Work Program (OWP) and Budget, FY 2020-21

Mr. Baza reviewed the staff report presented on page 113 of the agenda regarding past accomplishments of the previous fiscal year; projects initiated and/or scheduled for fiscal year 2020/2021; and, a review of the administrative structure of the agency.

Mr. Aguirre provided an overview of the overall budget, including Regional Transportation

Planning and Programming, Transit Operations, Planning and Program Management and Regional Collaboration.

It was requested that ICTC Management Committee forward this item to the Commission for review and approval after public comment, if any:

1. Adopt the Draft ICTC Overall Work Program (OWP) and Budget for FY 2020-21.

A motion was made by **Wells** seconded by **Medina**. **Motion carried unanimously.**

- B. Tri-ennial Performance Audit of the Administration/Management of the Imperial County Transportation Commission – FY 2016-17, 2017-18, 2018-19

Mr. Aguirre stated that the consultant, Ms. Kathy Chambers would provide a detailed overview of the Triennial Performance Audit for the ICTC for fiscal years 2016/2017 – 2018/2019. Ms. Chambers stated that the audit is guided by the TDA Caltrans guidebook. There was a total of 6 reports for the following agencies/services: ICTC, IVT, IVT Access, IVT Ride, IVT Medtrans, and YCAT. The auditor had site visits with ICTC, First Transit, YCIPTA and the Quechan Tribe. The following findings were addressed:

- Ensure State Controller Reports are submitted in a timely manner.
- Ensure the RTPA’s fiscal audits are completed no later than 12 months following the end of the fiscal year.
- For any operator using STA funds for operating purposes, ICTC should include the test against the two qualifying efficiency standards as part of the TDA claim process.
- Prepare and implement a standardized orientation process for new ICTC Board members.
- Reaffirm ICTC’s definitions of “unmet transit need” and “reasonable to meet” as part of each annual unmet transit needs finding.
- IVT should ensure its website is fully usable for monolingual Spanish-speaking individuals.
- Identify supplemental local revenues that will bring the farebox recovery ratio up to at least 10 percent – IVT Access
- Review opportunities for increasing local revenue to boost farebox recovery – IVT Medtrans Service
- Conduct regular passenger surveys to gauge customer satisfaction and service need – IVT Medtrans Service
- Ensure TDA fiscal audits of all IVT operations are completed no later than 270 days following the end of the fiscal year – IVT Ride

Staff has begun addressing most of the finding and has an action plan to complete all tasks. The agency and Transit Services audits are published on the ICTC website at:

<http://www.imperialctc.org/publications-&-reports/financial-reports/>

It was requested that ICTC Management Committee forward this item to the Commission for review and approval after public comment, if any:

1. Approve the FY 2016-17, 2017-18, 2018-19 Tri-ennial Performance Audit of the Imperial County Transportation Commission.
2. Direct staff to forward the FY 2016-17, 2017-18, 2018-19 Tri-ennial Performance Audit of the Imperial County Transportation Commission to Caltrans.

A motion was made by [Bayon Moore](#) seconded by [Colio-Warren](#). **Motion carried unanimously.**

VII. IVRMA ACTION CALENDAR

A. Draft IVRMA Budget, FY 2020-21

Ms. Villasenor presented the IVRMA budget. A staff letter and budget back were on page 168 of the agenda.

Membership funds includes allocations to finance the operation involving the household Hazardous Waste Facilities (HHW) and IVRMA operations expenses. The overall budget for this fiscal year reflects a total of \$298,847.00 or 8% decrease from FY 19-20. Professional Fees (Personnel) decreased from \$190,290 to \$156,503 or 22% due to recent management and support staff changes. The cost of Hunter Employment Services had a reduction of \$33,797 or 18% by reallocating the management position under ICTC. Changes in recent Administrative Services from the City of El Centro to Imperial County Transportation Commission and Hutchinson and Bloodgood, LLP to Imperial County Auditor, Controller and Treasurer Services. Professional (Operations) Fees decreased a 6% from \$88,238 to \$83,000. This includes the small percentage increase from Stericycle of \$700.00 or 1% impact towards membership based on the increase of disposal and hauling rates of 2.3% for hazardous waste haulers. Other Expenses include Administrative fees with an increase of \$3,600 or 30% which includes the services of Verizon, Payroll, Administrative Staff Support and Legal Services. Included in Operational Fees is the increase in Miscellaneous/Reserve which is contingent upon HHW revenue. HHW facilities where currently impacted by the COVID-19 pandemic causing loss of revenue during shut down.

It was requested that ICTC Management Committee forward this item to the Commission for review and approval after public comment, if any:

1. Adopt the Draft IVRMA Budget for FY 2020-21.

A motion was made by [Wells](#) seconded by [Beltran](#). **Motion carried** with a no vote from Calipatria.

B. FY 2020-21 Hunter Employment Services, Inc. Agreement – First Modification

Ms. Villasenor presented this item to the Commission.

It was requested that ICTC Management Committee forward this item to the IVRMA Board for review and approval after public comment, if any:

1. Authorize the Chairman to sign the employment services Agreement with the firm of *Hunter Employment Services, Inc.* for FY July 1, 2020 through June 30, 2021.

A motion was made by [Colio-Warren](#) seconded by [Piedra](#). **Motion carried unanimously.**

VIII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** is scheduled for **July 8, 2020** at the **ICTC Offices and via Zoom Meeting.**

IX. ADJOURNMENT

- A. Meeting adjourned at 12:08 a.m.



1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

June 25, 2020

Present:

Guillermo Sillas	City of Brawley
Abraham Campos	City of El Centro
Veronica Atondo	County of Imperial
Jesus Villegas	City of Imperial
Joel Hamby	City of Westmorland
Lily Falomir	City of Calexico
Ismael Gomez	IID

Others:

Mark Baza	ICTC
Virginia Mendoza	ICTC
Marlene Flores	ICTC
Michelle Bastidas	ICTC
David Aguirre	ICTC
David Salgado	SCAG
Javier Luna	City of El Centro
Christian Rodriguez	City of El Centro
Felix DeLeon	City of El Centro
Catherine Gutierrez	City of El Centro
Isabel Garcia	City of Imperial
Victor Garcia	City of Holtville (Holt Group)
Robert Urena	County of Imperial
Ben Guerrero	Caltrans

Due to the COVID-19 and Executive Order N-25-20, teleconferencing is recommended for the public, however measures will be taken to have access for those who wish to participate in person while still abiding by local, state and federal mandates. Following is teleconference information.

The meeting was called to order at 10:08 a.m. A quorum was present, and introductions were made. There were no public comments made.

1. Introductions

2. A *motion* was made to adopt the minutes for May 28, 2020 (**Falomir / Campos**) **Motion Carried.**

3. Local Transportation Authority (LTA) Ordinance Requirements
(Presented by ICTC Staff)

Virginia Mendoza provided a brief summary on the LTA Ordinance Requirements. David Aguirre and Michell Bastidas were present to provide more information on the LTA Ordinance:

- Member agencies to provide a list of completed projects for each fiscal year as a part of the audit process. This information will eventually be made available to the public through the LTA website.
- Staff to conduct an annual training workshop and/or have quarterly roundtables with all member agencies to alleviate any findings regarding documentation and to answer any questions.
- Staff has committed to develop a schedule to assist agencies to turn in their documentation in a timely manner, and to provide agencies a template to assist them in submitting their list of completed projects on an annual basis.

ICTC staff will be exploring a modification to the LTA ordinance that will apply to all agencies' MOE requirements. FY2019-2020 MOE requirements are for the following agencies:

1. City of Brawley - \$440,509.52
2. City of Calexico - \$1,193,033.11
3. City of Imperial - \$35,743.09
4. City of El Centro - \$1,945.39

4. **ICTC Updates / Announcements**

(Presented by ICTC Staff)

- a. **Transit Planning Updates-** David Aguirre provided a brief update on the transit side. Based on the current events surrounding the COVID-19 Pandemic, ICTC is still operating under COVID-19 requirements.

Federal Transit Administration (FTA) CARES Act Award for Imperial Valley Transit: The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress with overwhelming bipartisan support and signed into law on March 27, 2020. David Aguirre was happy to announce that ICTC was awarded \$10.5 million from the CARES Act Grant as formally confirmed by the Federal Transit Administration (FTA) on June 24, 2020. The FTA CARES Act Grant was made available to public transit agencies to help to prevent, prepare for and respond to the COVID-19 pandemic. The period to utilize the funds depends on our continued response to the COVID-19 pandemic. ICTC plans to utilize the grant in the best way possible with the continued emphasis on providing the Imperial Valley with excellent and reliable services; safe distancing/sanitation practices; and restoring service schedules as ridership demand increases.

- b. **Transportation Planning Updates (by Virginia Mendoza):**

- **California-Baja California 2021 Border Master Plan-** The California-Baja California Border Master Plan is a binational effort to coordinate planning and delivery of projects at land port of entries and the transportation infrastructure serving them. The California-Baja California Border Master Plan was envisioned by the joint working committee as a pilot project between border states. Based on the outcomes of this pilot binational planning process, the California-Baja California approach could be expanded to other border states and customized to address their needs, resulting in a master planning process for the entire U.S.-Mexico border.

The primary objectives of the California-Baja California Border Master Plan are:

- State of the Practice: Increase the understanding of POE and transportation planning on both sides of the border and create a plan for prioritizing and advancing POE and related transportation projects.

- **Request for Authorization / Allocation- SB1, CMAQ, STBG-** Update on State and Federal funding obligations. A complete list of programmed projects was provided as an attachment to the agenda. Each agency provided an update on the current status of each project.
- **SR-78/Glamis Feasibility Study-** Virginia Mendoza provided a brief update on this project. The fourth TWG meeting was held on May 21, 2020 to discuss the alternatives analysis report. The next TWG meeting is scheduled for July 19, 2020 and will present estimates for the short list alternatives.
- **Regional Climate Action Plan (CAP)-** Marlene Flores provided an update on the CAP. In regards to the Data Inventory, all local agencies have provided information for the data collection. For the next TAC meeting, the consultant will present the existing conditions analysis and data reports that were collected. The project is moving forward to the outreach and engagement phase and with COVID-19 state-wide shelter in place, ICTC is shifting to a more virtual approach (website, online community surveys, social media).
- **Imperial County Regional Active Transportation Plan-** Virginia Mendoza provided a brief summary of this project. This project is funded by a grant of \$250,000 under SCAG Sustainable Communities Program. The project will develop a new region-wide ATP by incorporating the existing and underway plans into a regional ATP effort that will prioritize regional project priorities and fund requests.

ICTC's primary goal is to complete a document that will serve as an Act of Transportation Addendum to ICTC's Long Range Transportation Plan (LRTP). The plan will focus on bicycle, pedestrian, SRTS, Complete Streets, First/Last Mile, and other ATP strategies. The Plan will develop inventories of existing gaps and needs. This inventory can then be used to prioritize and request grant funds for improvements that would otherwise not be funded.

c. **LTA Updates 2012 and 2018 (by Virginia Mendoza):**

- 2012 LTA Bond- City of Brawley still has a balance on their respective 2012 LTA Bond account of (\$670,221).
- 2018 LTA Bond- The City of Holtville already utilize all their 2018 LTA money and City of Calexico (\$8,019,678) and City of Calipatria (\$1,396,017).

d. **Imperial Valley Resource Management Agency (IVRMA) (by Virginia Mendoza):**

- Electronic Annual Report (EAR)- Virginia Mendoza provided a brief update on IVRMA's EAR. The report is due on August 1, 2020. IVRMA will be contacting local agencies for the require information that is needed. An updated ordinance letter will be sent to residents and businesses. City of El Centro, Abraham Campos provided key information on IVRMA and how we can facilitate local agencies in the future.

5. **SCAG Updates / Announcements (by David Salgado)**

- **Connect SOCAL 120 Day Directive:** On May 7 SCAG's Regional Council approved Connect SoCal, the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, for federal transportation conformity purposes and approval for all other purposes was postponed for up to 120 days to allow more time to consider the short- and long-term implications of the COVID-19 pandemic on the plan.

- **SCAG Demographic Workshop:** SCAG and the University of Southern California’s Sol Price School of Public Policy will be hosting the 31st Annual Demographic Workshop over two sessions –one on Thursday, June 11, 2020, and the other on Thursday, June 18, 2020 – virtually. The program is free and will focus on responding to demographic changes across the region and the economic impacts of the COVID-19 pandemic.
- **2020 SCAG General Assembly:** Thursday June 4th, SCAG held its 55th Annual General Assembly meeting virtually via Zoom. This was rescheduled due to the cancellation of the annual conference in May. Delegates representing all of the jurisdictions in the SCAG region met where Assembly Speaker Anthony Rendon gave introductory remarks, approved the 2020/2021 General Fund Budget, and elected new Board Officers. Rex Richardson, Councilmember Long Beach was elected as the new SCAG President.
- **2021 Cycle 5 Active Transportation Program (ATP) Grant:** The Active Transportation Program (ATP) is a competitive statewide program created to encourage increased use of active modes of transportation, such as biking and walking. Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) created the ATP, and Senate Bill 1 (SB 1) (Chapter 2031, statutes of 2017) directs additional funding from the Road Maintenance and Rehabilitation Account to the ATP. Currently there is a total of \$445 million available for fiscal years 2021 to 2025. The “Call for Projects” was released earlier in March 2020. The deadline for applications has been extended to September 15th, 2020. Quick Build applications are still due July 15th, 2020. SCAG is working towards holding an ATP workshop in Imperial County concurrently with the ICTC Technical Advisory Committee meeting at a future date.

6. Cities and County Planning / Public Works Updates:

- Local agencies gave an update on their local projects in progress.

7. Caltrans Updates / Announcements (By: Ben Guerrero)

Local Assistance: Ben Guerrero provided updates on local assistance.

Inactive Projects- As of June 19, 2020, the INACTIVE and FUTURE Inactive list was updated. An invoice is not cleared from either “Inactive” or “Future Inactive” lists until paid by the State Controller’s Office. Provided local agencies adhere to the format described in Chapter 5 of the Local Assistance Procedures Manual (LAPM), invoices typically are paid by check within 60 days of receipt (or 50 days if paid through Electronic Funds Transfer).

Summer 2020 Deadline: Active Transportation Program (ATP) Cycle 5 Call for Projects- The California Transportation Commission call for Active Transportation Program (ATP) projects began March 25, 2020. The extended deadline is July 15, 2020. September 15, 2020 is the new deadline for all other ATP project types.

September 4, 2020- Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects- Caltrans Division of Local Assistance (DLA) announced the local Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects on May 5, 2020. The application deadline is September 4, 2020.

Monday, June 29, 2020 (11-12:30) – Webinar on Implementing a Local Roadway Safety Plan (LRSP)- Highway Safety Improvement Program (HSIP) Cycle 11 (around April 2022) will require a mandatory Local Roadway Safety Plan (or the equivalent) from any agency

applying for HSIP project funds. The Federal Highway Administration (FHWA) is hosting a 90-minute webinar to review information for LRSP implementation on Monday, June 29, 2020.

Preparation Schedule for California Transportation Commission (CTC) Allocation Requests- Ben Guerrero provided the schedule of deadlines to send allocation request packages for CTC approval by the July 2020 CTC meeting. Friday, August 14, 2020 is the next deadline.

Temporary Exception for Requiring “Wet” signature on Invoices- The current process of requiring wet signatures on invoice documents in order to process for payment is temporarily exempted. Until further notice, scanned copies of invoices will be accepted. For questions, please contact either the Local Area Engineer, Mr. Guerrero, or Local Assistance Program Support Analyst, Alma Sanchez, via email at Alma.Sanchez@dot.ca.gov

Construction Contract Administration Guidance- Ben Guerrero provided a brief update on the guidance. Construction on critical transportation infrastructure and most public works is designated an “essential service” by the U.S Department of Homeland Security. Ben provided a link for general guidance on potential impacts to current and upcoming projects.

Disadvantaged Business Enterprise (DBE) Running Tally Procedure: Office Bulletin (OB) 20-02- For projects awarded after March 1, 2020, when submitting an invoice for reimbursement that includes a payment to a Disadvantaged Business Enterprise (DBE), no later than the 10th of the following month, the prime contractor/consultant shall email a complete LAPM Exhibit 9-F: DBE Running Tally of Payments to business.support.unit@dot.ca.gov (with a copy to local administering agencies).

Architectural & Engineering Contract Procurement Training Webinar- This recording of a recently delivered class is now available online. Training focuses on Chapter 10 of the LAPM and provides an overview of step-by-step procedures that local agencies must follow to select and procure Architectural & Engineering service contracts related to State and federal aid highway projects.

I-8 / Imperial Avenue Interchange Project- Media release information for this project will be out this month. Caltrans will announce closures beginning early July, 2020. City of El Centro and Caltrans will be working together to provide information on closures of eastbound Interstate 8 on- and off- ramps at Imperial Avenue lasting several months beginning July 5.

8. General Discussion / New Business

- Mark Baza provided several updates on projects. Mark highlighted the SR-86/Customs & Border Protection Checkpoint Expansion project. ICTC and Caltrans continues to work on design and Border Patrol wants to pursue with a new design for the checkpoint and they also announced that they will be providing some funding for this project.
- Mark Baza provided a brief update on the Calexico East Port of Entry Bridge Project. ICTC is in the draft stage for the RFP and moving forward with documentation.
- Next TAC meeting will be on July 23, 2020 via Zoom.

9. Meeting adjourned at 11:28 a.m.



1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

DRAFT MINUTES

June 3, 2020

Present

Voting Attendees:

Victor Torres	Imperial Valley College (IVC)
Ted Ceasar	Consumer
Dr. Kathleen Lang	California Health & Wellness (CH&W)
Rosalina Blankenship	Area Agency on Aging (AAA)
Mitzi Perez	ARC-IV
Sonia Silva	Access to Independence
Raul Cordova	Work Training Center (WTC)
David Aguirre	CTSA-ICTC
Maricela Galarza	CTSA-ICTC
Gustavo Gomez	CTSA-ICTC

Non-Voting Attendees:

Cesar Sanchez	IVT/IVTAccess/IVTRide/IVTMedtrans
Helio Sanchez	IVT
Jose Guillen	IVT MedTrans
Karla Pacheco	IVT Access

1. Mr. Torres called the meeting to order at 10:04 a.m. **A quorum was present.** Introductions were made.
2. Minutes adopted for May 6, 2020
 - Ms. Blankenship asked to amend the minutes on page 6, to change the temporary nutrition name from “Green Pleats” to “Great Plates”.
 - Mr. Torres asked to amend the minutes on page 5, to change the "Unified School District” to “School Districts”.
 - Minutes were motioned to be approved with all requested changes (**Torres, Perez**), **Motion Carried.**
3. CTSA Reports:

Mr. Gomez had the following announcements:

- The IVT Access, IVT Ride, and IVT MedTrans service continue to serve the people that need the transportation. Sign-ups and certifications continue to be conducted on a remote basis.
- IVT MedTrans updated brochures, with a new calendar, are at ICTC ready to be distributed. If any agency needs the brochures, some can be taken to the agency. The Calendar runs from May through August. The service is still there to assist passengers for any San Diego doctor appointments, the days of services are running as usual.
 - Ms. Blankenship asked if brochures can be delivered to the AAA office.
 - Staff agreed to drop some off at the AAA office.
- The COVID 19 pandemic situation doesn't allow mobility staff to attend any events, therefore there is nothing to report on that aspect.

Mr. Aguirre had the following updates:

- The Dial A Ride service demand response continues to be available in the usual schedule. Although the demographics that the service is provided to, the senior and disabled population, is recommended to stay home because of the COVID 19 pandemic. Therefore, the situation has dramatically impacted the service passenger count. The service continues to be available, but it is responding to the demand, which continues to be low.
- IVT Access, just like IVT, is running on a Saturday schedule. The services have about 2 in half to 2 buses readily available to respond to the demand of passengers. The service averages 20-25 passengers a day.

4. SSTAC Summer Meetings:

- Mr. Aguirre stated that in the past SSTAC members decided to go dark during the summer months, which include July and August. SSTAC usually reconvenes in September. It is up to SSTAC to discuss their decision if they see the need to meet during the summer months. If SSTAC members decide not to meet, ICTC will send updates on the transportation side. ICTC is always available to any of the SSTAC members that have questions or concerns.
- Ms. Blankenship encouraged to go dark during the summer months and requested SSTAC members to receive updates, changes, and statistical data monthly. Ms. Blankenship stated that if an emergency does merge during the summer months which SSTAC is required to meet that the option to schedule a meeting continues to be available.
 - Mr. Aguirre stated that SSTAC members will be provided with any updates and/or changes in the transit operations. ICTC is available if any emergency impromptu meeting is required during the summer.
- SSTAC decided to go dark during July and August ([Blankenship, Silva](#)), **Motion Carried**.

5. Transit Operator Reports:

- All services: Mr. H. Sanchez reported the following:
 - All services continue to run in a limited schedule, circulators are running with about 20-25 passengers a day. Social distancing continues to be implemented which results in limited seating. Therefore, it is causing small wait times for some passengers that don't fit. A stand by bus then picks them up to continue the route.
 - The YAP club contacted First Transit to assist with the distribution of kits. Their goal is to provide the whole community with masks. First Transit will assist YAP in distributing these kits to the community.
 - Mr. Torres asked if the pandemic situation has resulted in the reduction of staff.
 - Mr. H. Sanchez stated that some employees were let go because of some service not running a full schedule, therefore leads to a reduction of hours for employees.

6. General Discussion

- Ms. Blankenship asked for a clarification on the protocol to ensure safety in public transit.
 - Mr. C. Sanchez stated that 60ft Gillic buses full capacity is on average of 60-75 passengers and now buses capacity has reduced to only 21 passengers. If the situation comes that there is a passenger overflow, the stand by buses will assist to pick the remaining passengers. The small buses full capacity is on average on 20 passengers and now capacity has reduced to only 8 passengers. The passenger is usually only seen on the big buses, not the small buses. Since not all buses are being used because of the reduction of service, it allows us to wash all buses every day. The bus yard continues to be open for the public to purchase tickets or pay for MedTrans service. The protocol has changed, staff will now approach vehicles with any business to take care of.
 - Ms. Blankenship asked if the seats and rails are being wiped down when unoccupied.
 - Mr. C. Sanchez stated that wiping down the seats and rails usually occurs at the end of the route because it is difficult while on a scheduled route.
- Ms. Blankenship extended a heartfelt thank you ICTC, First Transit staff, IVT Ride service and IVT Access service for assisting AAA with the afternoon meal distribution.

7. Adjournment

- The meeting adjourned at 10:35 a.m. ([Torres](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, September 1, 2020, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

V. CONSENT CALENDAR

- C. Low Carbon Transit Operations Program (LCTOP)
Application for FY 2019-20 Funds



1503 N. IMPERIAL AVENUE, SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

July 10, 2020

George Nava, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Low Carbon Transit Operations Program (LCTOP) Application for FY 2019-20 Funds

Dear Commission Members:

Imperial County Transportation Commission (ICTC) proposes to submit an application for use of Low Carbon Transit Operations Program (LCTOP) funds in Fiscal Year (FY) 2019-20. The LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862 (SB 862). The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas (GHG) emissions and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support the following:

1. Expenditures that directly enhance or expand transit service by supporting new or expanded bus or rail services, new or expanded water-borne transit, or expanded intermodal transit facilities, and may include equipment acquisition, fueling, maintenance, and other costs to operate those services or facilities.
2. Operational expenditures that increase transit mode share including free fare programs.
3. Expenditures related to the purchase of zero-emission buses, including electric buses, and the installation of the necessary equipment and infrastructure to operate and support zero-emission buses.

Per the State Controller's Office, ICTC has an eligible allocation in FY 2019-20 in the amount of \$376,609. Following the LCTOP guidelines, ICTC staff recommends submitting an application requesting the use of funds from FY2019-20 towards a free fare program to be utilized on eligible ICTC administered transportation modes.

**CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL**

July 10, 2020

Due to the limited time associated with the grant submittal, staff was not able to forward this item to the management committee for review and approval. Staff forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the ICTC Chairperson to sign the attached resolution;
2. Authorization for the Execution of the LCTOP Project: Free Fare Program for eligible ICTC administered transit services.

Sincerely,



MARK BAZA
Executive Director

Attachments

MB/da

RESOLUTION # _____

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT:
FREE FARES PROGRAM:
\$376,609 FROM PRIOR LCTOP**

WHEREAS, the Imperial County Transportation Commission is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Imperial County Transportation Commission wishes to delegate authorization to execute these documents and any amendments thereto to Mark Baza, Executive Director.

WHEREAS, the Imperial County Transportation Commission wishes to implement the following LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Imperial County Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Mark Baza, Executive Director, be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Imperial County Transportation Commission that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2019-20 for LCTOP funds as follows:

Project Name: Free Fares Program

Amount of LCTOP funds requested (including LCTOP Interest): \$376,609

Short description of project: Provide Free Fares to passengers across multiple services

Benefit to a Priority Populations: The project is located within multiple SB 535 Disadvantaged Community and AB 1550 Low-Income Community

PASSED AND ADOPTED at a regular meeting of the Imperial County Transportation Commission held on July 22, 2020.

By: _____
Chairman

ATTEST:

By: _____

CRISTI LERMA
Secretary to the Commission

V. CONSENT CALENDAR

- D. Application for Federal Transit Administration (FTA)
Section 5311 Program Funds CARES Act



1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

July 17, 2020

George Nava, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: Application for Federal Transit Administration (FTA) Section 5311 Program Funds
CARES Act

Dear Commission Members:

The Federal Transit Administration (FTA) Section 5311 program provides an annual source of rural grant funding to offset operational costs within an identified rural area for mass transit purposes as specified by the Legislature. The rural grant program is administered by Caltrans, who has issued a call for projects for 5311 Round 2 CARES Act Funds that are due by August 13, 2020.

FTA 5311 Rural Transit Grant Funds in the amount of approximately \$800,995 are available through the grant opportunity. Similar to prior 5311 grants, funds are to be applied to the rural sections of IMPERIAL VALLEY TRANSIT, the countywide transit system and IVT ACCESS, the regional ADA complimentary paratransit service and the IVT GOLD LINE – Brawley Circulator Route.

CARES Act funds can be used for existing operating expenses, offset of fare revenue losses, PPE, and similar items.

Notification of the grant opportunity was received after the management committee meeting; therefore, staff was unable to forward the item to the Management Committee.

Staff forwards this item to the ICTC Commission for their review and approval, after public comment if any.

1. Authorize the Chairman to sign the resolution authorizing the Executive Director to sign the FTA 5311 Round 2 CARES Act grant application with all supporting documentation.
2. Direct staff to submit the application to Caltrans.

Sincerely,

A handwritten signature in blue ink that reads 'Mark Baza'.

MARK BAZA
Executive Director

MB/da
Attachment

**CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL**

RESOLUTION _____ OF

THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1G**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, *the Imperial County Transportation Commission* desires to apply for said financial assistance to permit operation of service in *the Imperial County*; and

WHEREAS, *the Imperial County Transportation Commission* has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that *the Imperial County Transportation Commission* does hereby Authorize the *Executive Director or his designee*, to file and execute applications on behalf of with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1G**), as amended.

That *Executive Director or his designee* is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That *Executive Director or his designee* is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That *Executive Director or his designee* is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the Imperial County Transportation Commission at a regular meeting of said Commission on _____.

By: _____
Chairman

ATTEST:

By: _____

CRISTI LERMA
Secretary to the Commission

VI. REPORTS

- A. ICTC EXECUTIVE DIRECTOR REPORT
- B. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
- C. CALTRANS - DISTRICT 11
- D. COMMISSION MEMBER REPORTS (IF ANY)



1503 N IMPERIAL AVE SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

Memorandum

Date: July 15, 2020
To: ICTC Commission Members
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the ICTC Commission Meeting on July 22, 2020

- 1) **Federal Transit Administration (FTA) CARES Act Award for Imperial Valley Transit:** The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress with overwhelming bipartisan support and signed into law on March 27, 2020.

The Imperial County Transportation Commission (ICTC) is happy to announce the acquisition of a \$10.5 million CARES Act Grant as formally confirmed by the Federal Transit Administration (FTA) on June 24, 2020. The FTA CARES Act Grant were made available to public transit agencies to help to prevent, prepare for and respond to the COVID-19 pandemic. Eligible uses include maintaining transit services and the associated operational expenses (only those normally eligible under FTA grant requirements), agency acquisition of personal protective equipment (PPE); safe distancing/sanitation practices; transit operations and lost revenues. The period to utilize the funds depends on our continued response to the COVID-19 pandemic. ICTC plans to utilize the grant in the best way possible with the continued emphasis on providing the Imperial Valley with excellent and reliable services; safe distancing/sanitation practices; and restoring service schedules as ridership demand increases.

- 2) **I-8 / Imperial Avenue Interchange Reconstruction:** Caltrans and construction team have been meeting with City of El Centro and ICTC to discuss details of construction phases and the public information campaign for both the Interchange Project and the Imperial Avenue Extension South Project. *Stage 1 of construction began on Monday, May 6, 2020. During the extended closure, motorists on eastbound I-8 will be detoured along 4th Street/State Route 86 (SR-86) located east of Imperial Avenue. The westbound I-8 on- and off-ramps will remain open for this first stage of work; however, both eastbound and westbound ramps of the I-8/Imperial Avenue interchange will be closed one or two nights the week of July 20 to demolish and remove the bridge. Stage 2 work on the northern portion of I-8 is anticipated to take four to six months to complete and could begin as early as December. During Stage 2, all I-8/Imperial Avenue on- and off- ramps will be fully closed. The interchange is expected to open to traffic by the end of 2022 with project completion by mid-2023.*
- 3) **SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study:** The study will analyze and develop feasible design alternatives and locations for a Grade Separated Crossing (GSC) for Off-Highway Vehicle (OHV) use at or near SR-78 and the Union Pacific Railroad (UPRR) in Imperial County. The successful consultant will provide conceptual GSC design alternatives, analysis of site alternatives, public/stakeholder outreach and cost estimates for construction, operations and maintenance. The consultant selection process was completed on September 25th. The consultant selected was Kleinfelder. A kick-off meeting was held on Wednesday, October 9, 2019. The first technical working group meeting was held on October 24, 2019. The second technical working group meeting was held on December 10, 2019 at the ICTC office in El Centro. *A project page has been created on the ICTC website at <http://www.imperialctc.org/sr-78-glamis-crossing/>. As part of the outreach plan, an online*

survey was open to the public from January 1st through January 31st, where over 4,000 people completed the survey. A public outreach event was held in Glamis on January 18, 2020 from 9am to 3pm. The third technical working group (TWG) meeting was held on February 13, 2020 in San Diego at Caltrans District 11 offices. *The fourth TWG meeting was held on May 21, 2020 to discuss the alternatives analysis report. The next TWG meeting is scheduled for July 19, 2020 and will present estimates for the short list alternatives.*

- 4) **Calexico East Port of Entry Bridge Widening Project:** The Project proposes to widen the bridge over the All-American Canal at the U.S./Mexico border approximately 0.7 miles south of State Route (SR) 7. The project proposes to widen the existing structure by adding four-lanes: Two New Northbound Auto Lanes and Two New Northbound Commercial Vehicle Lanes. In May 2018, Caltrans and ICTC received \$3,000,000 from the California Transportation Commission and the Trade Corridor Enhancement Program (TCEP) to complete the Project Approval and Environmental Document (PA/ED) for the project. In June 2018, Caltrans completed a Project Initiation Document (PID). In Fall of 2018, the PA/ED phase was initiated by Caltrans, technical studies for the National Environment Policy Act (NEPA) document under Caltrans as the NEPA lead are in progress and is scheduled for completion in May 2020. In December 2018, was awarded \$20 million under the U.S. Department of Transportation's BUILD discretionary grant program to complete the Design-Build construction phase. ICTC proposes to deliver the project under Design-Build process, with ICTC leading the Request for Qualifications in May 2020 and Request for Proposals in Summer 2020 for Design and Construction teams. Following the RFQ and RFP process, the Design-Build contract award is scheduled to begin in February 2021. *The NEPA studies and final document were completed in April 2020. ICTC Request for Qualifications are due on July 1, 2020 to the ICTC offices. Subsequently, ICTC will request authorization for the \$20 million in federal funding and proceed with the Request for Proposals for Design-Build in Fall 2020.*
- 5) **State Route 98 from Ollie to Rockwood:** As part of the Calexico West POE Expansion project, SR-98 and Cesar Chavez Boulevard were widened and improved to serve the expansion to the west. Caltrans' SR-98 work between VV Williams and Ollie Avenue was completed in March 2018, and the Cesar Chavez Blvd. Widening was completed in October 2019. *Caltrans has completed the design and right of way phase for SR-98 Widening between Rockwood Avenue and Ollie Avenue. On June 24, 2020, CTC authorized construction funding. Construction phase is scheduled to begin in late Summer 2020.*
- 6) **FY 2019 Public Transit Fare Analysis:** The Request for Proposal for a consultant for the ICTC FY 2019 Public Transit Fare Analysis was released on March 1, 2019. The project is for professional services to develop a Public Transit Fare Pricing Analysis. This planning document is expected to provide recommendations for the current fares/fee structure and media for the four public transit services under the Imperial Valley Transit brand for the next three to five years. *The award recommendation was approved at the May 22, 2019 Commission meeting. AECOM was selected to complete the Analysis. A project kick-off meeting was held on June 20, 2019 and the study is underway. The first round of public outreach efforts was held on October 23-24, 2019. Outreach was held in various areas throughout the County including IVC. The fare analysis is in progress, when it is finalized, further outreach will be scheduled. Staff and the consultant team are currently review concepts for digital outreach platforms.*
- 7) **State Route 86 (Northbound) Border Patrol Checkpoint:** In August 2017 following a year of coordination, Caltrans, the County of Imperial and ICTC met with CBP management and operations staff achieved consensus for a new conceptual alternative prepared by Caltrans. The LTA Board met on September 27, 2017, staff presented the Board with a fund request for \$1.3 million from the 5% Regional Highway Set-Aside from the Measure D allocations. A Consultant Agreement with AECOM for design and construction engineering was approved by the LTA on February 28, 2018. Currently design is underway. A draft of 35% plans were completed and submitted for review on October 12, 2018. *The 65% design plans in Spring 2020. All stakeholder staff met on May 6, 2020 to review status of 65% plans. CBP Border Patrol has requested a design change and is prepared to provide funding for the additional design costs. With the proposed design change they are hopeful to acquire additional construction funding above the contribution by ICTC/ICLTA. Consultant will prepare cost estimate for the additional design analysis..*
- 8) **Funding for Phase II of the Calexico West Port of Entry:** As previously noted, Congress authorized \$98 million for Phase 1. The U.S. General Services Administration (GSA) began construction for Phase 1 in December 2015 with completion now scheduled for July 2018. Phase 2A was awarded in the amount of \$191million and will include six additional northbound privately-owned vehicle (POV) inspection lanes,

permanent southbound POV inspection, expanded secondary inspection and adding a pre-primary canopy, new administration building, and employee parking structure. *Funding for phase 2B is in the President's Budget Proposal in the amount of \$99.7million. Work for phase 2B will include demolition of the old port building and construction of the new pedestrian building. The total estimated cost for phases 2A plus 2B are \$276million. According to GSA Phase 2A is anticipated to be completed Spring 2023.*

- 9) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC's long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to the City of Calexico's private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans' departments. The ICTC Board adopted the agreement with Psomas on September 26, 2018. *Environmental phase is in progress with consultant team and agency partners, including the City of Calexico, Caltrans and ICTC. The environmental phase is in progress including studies. Next steps: Begin design and property (Right of Way) acquisition process.*
- 10) **LTA Bonds Refunding/Financing Effort:** Based on municipal market and sales tax revenue trends we will remain on pause until we have a better sense of phase 3 openings within the County. In addition to continued lifting of travel restrictions at the border as legal crossings are a significant part of Imperial County's economy. A positive tone in the municipal market continues. There is an increasing number of investors (i.e. cash available) and as they are facing a continuing light calendar we are seeing a compression (lowering) of both absolute yields and spreads. Our Underwriter team (Ramirez & Co., Inc.) will continue to keep an eye on the market and review the most opportune time to move forward with the bond rating and pricing of the bonds. See attached, regarding municipal market trends.
- 11) **Potential Bus Stop in Calipatria:** ICTC has evaluated all of its fixed route service routes to attempt to provide service to the east side of Calipatria. Staff conducted time trials as well utilized several types of buses to verify buses would not have issues with other existing stops within proposed routes. Potential stops for the area include a stop along Commercial Avenue and potentially another stop near Alexandria Street. Staff is proposing to utilize its IVC Express route to potentially service the area. Final location and infrastructure associated with the potential bus stop(s) is pending discussion with the city of Calipatria staff.
- 12) **Imperial County Regional Climate Action Plan:** Imperial County Regional Climate Action Plan: After the kick-off meeting on June 28, 2019, ICTC established Project Management Procedures and Communication Protocols with the Consultant as well as reviewing the Scope of Work and Schedule. *Completion of the Data Collection from project stakeholders. The outreach plan will begin end of summer 2020.*
- 13) **Imperial Mexicali Binational Alliance Meeting:** The last IMBA meeting scheduled for March 18, 2020 was postponed due to COVID-19. An IMBA meeting was held via Zoom on Thursday, May 14, 2020. The meeting provided updates on the Calexico East and West infrastructure projects. The State of Baja provided updates on the bridge work at the Calexico West Port of Entry. A presentation on the California-Baja California Border Master Plan was made by Cheryl Mason from the San Diego Association of Governments. The new Executive Director of the Mexicali Industrial Development Cooperation Rodolfo Andrade gave a presentation of their work plan. Lastly, brief updates were provided by other economic development agencies as well as IMBA members. *The next meeting is scheduled for August 13, 2020 via Zoom Meeting.*
- 14) **Assembly Bill 335 (Garcia):** AB 335 became effective on January 1, 2020. ICTC had on-going meetings with the City of El Centro and County of Imperial Public Works Department to carry out the transition of the Imperial Valley Resource Management Authority (IVRMA) and the Service Authority for Freeway Emergencies (SAFE). On March 2, 2020, ICTC took over the the administration of the IVRMA. ICTC Staff will continue to work closely with IVRMA staff during the transition time and in the future. ICTC has recruited and hired a replacement for the Project Manager position. *ICTC staff is continuing to have meetings with County Public Works staff and Counsel to finalize the documentation to transition the SAFE program to ICTC. The goal is for ICTC to officially take over in the new fiscal year.*

- 15) **Community of Niland Bus Stop Bench and Shelter Request:** The ICTC submitted a formal request to the California Department of Transportation (Caltrans) District 11 requesting their assistance in identifying a location for a bus stop bench and shelter in the Community of Niland along State Route 111 (SR-111). The shelter has been installed in an existing parking lot on the east side of SR-111. *Staff is reviewing the possibility of relocating the bus stop to the location of the newly constructed fire station.*
- 16) **State and Federal funding Obligations:** Beginning October 1, 2019, agencies can move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant program (STBG) and Active Transportation Program (ATP) programmed in FY 2019/2020. *See complete project list attached.*
- 17) **2018 Trade Corridor Enhancement Program:** The Trade Corridor Enhancement Program (TCEP), created by Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), provides approximately \$300 million annually for infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along other corridors that have a high volume of freight movement. ICTC in partnership with Caltrans and the San Diego Association of Governments (SANDAG) were successful in receiving TCEP funds for Advanced Technology Corridors at the California-Mexico Ports of Entry (POE). The goal project is to implement Intelligent Transportation System (ITS) strategies that will improve border travel delays. Some of the ITS strategies will include Bluetooth and Wi-Fi readers to help track vehicle delays, as well as implement changeable message signs on State Routes to inform border travelers of POE delays. Caltrans will serve as the implementing agency of this project and has an estimated completion date of early 2020. *Caltrans has initiated the environmental phase and preliminary design of the project. TCEP funds will be used in collaboration with the BUILD grant award for the design and construction phases.*
- 18) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA):** \$1.5 Billion annually will go to cities and counties for local road improvements. The following are projected annual revenues of RMRA for the Cities and the County of Imperial for FY 2018/2019. This list of projects for all cities and the county can also be found on the ICTC website at: <http://www.imperialctc.org/senate-bill-1/>

The following is a list of projects funded by SB1 for FY 2018-2019.

Agency	Project
Brawley	Rehabilitation of Legion Street from Highway 86 to Evelyn Street
Brawley	Street Rehabilitation – Phase 11
Calexico	Cesar Chavez Boulevard Improvement
Calexico	De Las Flores Street Improvement
Calexico	Second Street Bridge
Calipatria	Freeman Street Rehabilitation between Brown and Commercial Avenues
El Centro	2018 Streets Overlay and Rehabilitation Project
Holtville	Citywide Pavement Rehabilitation Project
Imperial	Storm Drain Installation – Northwest Quadrant of City – Continuing
Imperial County	Includes a total of 70 road improvement projects. List can be found on the ICTC website here .
Westmorland	North H Street Improvements
Westmorland	Street Rehabilitation Program – Phase 2
Caltrans/ICTC	Calexico East Port of Entry Truck Crossing Improvements
Caltrans	State Route 111 from State Route 98 to Ross Avenue near Calexico
Caltrans	State Route 98 from Rockwood Avenue to east of Cole Road near Calexico
Caltrans	Bridges on Interstate 8 and State Route 86, 98, 11 and 186
Caltrans	State Route 86 from I Street to Brandt Road near Brawley
Caltrans	State Route 86 south of B Street to Martin Road near Westmorland

Below are the projected annual revenues for FY 2019/2020. On May 1, 2019 a list was submitted to the CTC. All Imperial County cities and the county are required to submit their list of projects in order to be eligible for funding distribution.

Agency	RMRA Amount FY 2019-2020
Brawley	\$453,796
Calexico	\$681,911
Calipatria	\$127,530
El Centro	\$766,589
Holtville	\$107,602
Imperial	\$320,638
Westmorland	\$38,483
County of Imperial	\$7,501,204
TOTAL	\$9,997,753*

*Estimate source is from the California League of Cities dated January 22, 2019 - <http://californiacityfinance.com/LSR1901.pdf>

- 19) **State Legislation for Transportation Funding – SB 1 2018 Local Partnership Program (LPP):** The 2018 Local Partnership Program is comprised of formulaic program and competitive programs. In FY2017/2018 total amount available statewide is \$200M and distribution is 50/50 for both formulaic and competitive programs. The formulaic program share distributions for the Local Partnership Program were presented at the CTC meeting in December 6-7, 2017. During the meeting the CTC Commission took action and approved the distribution of funds for the formulaic portion, the funding share for Imperial County in FY2017/2018 is \$538,000. For FY2017/2018, no projects were submitted for the formulaic program and funds will be rolled over to FY2018/2019.

On the following page is the list of projects for Imperial County:

Local Partnership Program (LPP) Programing Date						
Agency	Project Name	LPP Formulaic Funds	Local Match	Total Cost	Project Implementation Fiscal Year	Proposed CTC Programming Date
Brawley	2020 Legion Street Improvements	\$ 209,000	\$ 209,000	\$ 418,000	2019-2020	1/30/2020
Calexico	Scaroni Road Improvements	\$ 305,000	\$ 550,000	\$ 855,000	2019-2020	5/16/2019
Calipatria	Calipatria Date Street Sidewalk Improvement Project	\$ 41,000	\$ 41,000	\$ 82,000	2019-2020	5/16/2019
County	Overlay of Picacho Road from Winterhaven Road to Quechan Drive	\$ 523,000	\$ 523,000	\$ 1,046,000	2019-2020	5/16/2019
Imperial	Aten/Clark Road Improvements	\$ 154,000	\$ 327,000	\$ 481,000	2019-2020	5/16/2019
Holtville	Orchard Road/Cedar Avenue	\$ 60,000	\$ 60,000	\$ 120,000	2020-2021	Jun-20
El Centro	Dogwood Road from Villa Road to Commercial Avenue	\$ 339,000	\$ 339,000	\$ 678,000	2020-2021	Jun-20

The following is the link to the 2019 Local Partnership Program guidelines: http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended_LPP%20Guidelines.pdf

20) **Partnerships with IVEDC:**

- a) **Southern Border Broadband Consortium (SBBC):** For FY 2020/2021. SBBC continues to work with local stakeholders to identify, prioritize and advance broadband infrastructure and improvement projects;

facilitate and promote broadband education community wide using survey data; work with the Boys and Girls Club of IV and the Workforce Development Board to create Digital Literacy Centers throughout Imperial County; and develop a preferred scenario for 98% deployment in Imperial County and present to the California Advanced Service Fund and the CPUC in 2020. Recent updates to SBBC's role in the region include a partnership with local healthcare organizations including ECRMC, Pioneers Hospital and Alliance Healthcare to identify telemedicine broadband needs and funding opportunities in Imperial County; working with the California Emerging Technology Fund and the Inland Empire Regional Broadband Consortium as part of a SCAG project to identify transportation broadband strategies to reduce VMT and greenhouse emissions; and working with local internet services providers including AT&T to assist successful applications for funding opportunities with the CPUC in locations such as north County, central Imperial and the Imperial Business Park by end of July 2020.

- b) **The Brawley Transit Corridor Brownfield Assessment:** ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of \$300,000 from the Environmental Protection Agency's Brownfields Assessment Program. This assessment will be focused along the transit circulator route within the 13-mile Imperial Valley Transit's (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC will be the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) or ICTC and IVEDC. SCS Engineers have initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA.

- (1) ***The Finnell Property*** has 3 parcels. It received DTSC approval on March 8, 2019. Phase 1 and Phase 2 reports have been finalized and 3 underground storage tanks have been excavated and disposed of no further action is required.
- (2) ***The Chai Property*** has 2 parcels. It received DTSC approval on March 28, 2019. Phase 1 report completion occurred on October 15, 2019 and no further action is required.
- (3) ***The Lesicka Property*** has 2 parcels. It received DTSC approval on August 29, 2019 and Phase 1 and Phase 2 reports have been finalized and no further action is required.
- (4) ***The Dek Property*** has 1 parcel. It received DTSC approval on April 22, 2020. Phase 1 was improperly completed by a previous engineering firm. 95% of the re-development was completed when the contractor discovered concerning amounts of underground contamination on site. We stepped in and completed a phase 2 and we are currently assessing the situation while collecting additional soil samples and pending laboratory results.
- (5) ***The Pioneers Property*** has 3 parcels. It received DTSC approval on May 11, 2020. Phase 1's were completed on all parcels. 1 parcel which is the site of a former Chevron station closed on 1975 will require a phase 2. The Field Sampling Plan is pending approval from EPA. Once that's approved then the phase 2 will commence.

- 21) **California-Baja California Binational Region:** A Fresh Look at Impacts of Border Delays: Building upon previous Caltrans, SANDAG, and ICTC studies, this project will refine the economic models developed to assess economic impacts of delays at the land ports of entry (POEs) between the San Diego and Imperial Counties region and Baja California, Mexico, on the border region economies. It will also estimate greenhouse gas (GHG) emissions of passenger and commercial vehicles due to northbound and southbound border delays at the six California POEs and propose strategies to reduce GHG emissions at the border region. Lastly, extensive outreach to government agencies, local border communities, and private sector stakeholders was conducted. *A final report is scheduled to be completed in the spring of 2020.*

22) **Meetings attended on behalf of ICTC:**

- June 22, 2020 – Sub-regional Director's Meeting via video conference
- June 23, 2020 – Workplace Violence and Active Shooter Employee Training via Web Ex Webinar
- June 24, 2020 – ICTC Commission, LTA and IVRMA Meetings via Zoom Meeting
- June 25, 2020 – ICTC TAC Meeting via Zoom Meeting
- June 30, 2020 – California-Baja California 2021 Border Master Plan - Policy Advisory Committee

CONNECT SOCAL UPDATE

On May 7, the Regional Council adopted Connect SoCal for federal transportation conformity purposes only. On June 8, SCAG received a letter from the United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA) finding that Connect SoCal (the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy) has demonstrated air quality conformity. The letter, which signifies a joint approval of Connect SoCal from both the FHWA and Federal Transit Administration (FTA), is a major milestone for SCAG, indicating that Connect SoCal meets all requirements of the federal Clean Air Act. The conformity determination ensures that the region's 4,000 transportation infrastructure projects in the plan can be approved and/or funded, as needed, without delay by our federal partners. Many thanks to our partner agencies (FHWA, FTA, U.S. Environmental Protection Agency, and Caltrans) for their expedited review and approval.

For state purposes, SCAG has delayed the transmittal of Connect SoCal to the California Air Resources Board (ARB) for up to 120 days in accordance with the Regional Council's action on May 7 due to concerns about missing entitlements and a desire to examine potential impacts of the novel coronavirus (COVID-19) pandemic on the plan. Following up on that action, SCAG has engaged local jurisdictions on correcting the issue of missing entitlements. We also created a survey to gather input on the short-, medium- and long-term implications of the COVID-19 pandemic on the plan. A listening session also took place on June 24 to gather additional input from partners and stakeholders on how the COVID-19 pandemic will impact local jurisdictions. Additional stakeholder meetings will be schedule to provide further opportunities to provide feedback. For updates on Connect SoCal, [please visit ConnectSoCal.org](https://www.connectsoocal.org).

DEMOGRAPHIC WORKSHOP ADDRESSED CHALLENGES FOR 2020 CENSUS AND IMPACT OF COVID-19 ON HOUSING AND ECONOMY

Thank you to our event speakers and everyone who joined us for the 31st Annual Demographic Workshop. The event was co-hosted by SCAG and the University of Southern California (USC) Sol Price School of Public Policy over two sessions via videoconference—one on Thursday, June 11, and the other on Thursday, June 18—due to the COVID-19 pandemic, bringing together over 500 attendees. The event theme, "Accelerating Planning to Catch Up to 21st Century Demographics," encompassed a range of discussions that provided new research findings and expert insights on responding to demographic changes across the region and the impacts of the COVID-19 pandemic.

The first session, *The Changing Demographic Outlook and Housing Trends*, provided an update on the latest in demographic trends including migration, fertility, and aging, as well as their implications on regional planning as we begin a new decade. The second session, *Impact of COVID-19 on Housing and Economy*, included a keynote speech by Chris Porter, Chief Demographer at John Burns Real Estate Consulting, a 2020 Census update by James T. Christy, Assistant Director for Field Operations at the U.S. Census Bureau, and a panel discussion on the impacts of the COVID-19 pandemic. Both sessions closed with applied roundtable discussions.

We thank our key program partners: the U.S. Census Bureau, California Department of Finance's Demographic Research Unit, and California Department of Housing and Community Development. To view presentations and photos from the event, [please visit the Demographic Workshop page on the SCAG website](#).

STATE ADVOCACY SUPPORTS LOCAL EFFORTS TO MEET REGIONAL HOUSING NEED GOALS AND STATE BUDGET PRIORITIES

SCAG formally submitted a letter on June 8, addressed to Speaker of the Assembly Anthony Rendon (D-Lakewood) and Senate President pro Tempore Toni Atkins (D-San Diego) requesting deadline extensions on Housing Element submissions and Local Early Action Planning (LEAP) Grants Program applications. Draft budget trailer bill language indicates early support for extending the LEAP deadline for local cities and counties. Regarding Housing Element submissions, housing element updates are due in October 2021. The letter, which was also jointly signed by the Sacramento Area Council of Governments (SACOG) and San Diego Association of Governments (SANDAG), asks for a six-month extension for housing element updates in order to give local jurisdictions flexibility as they balance more immediate concerns caused by the COVID-19 pandemic. Copies of the letters were provided to members of the budget and housing committees of both chambers and shared with COGs in the region.

The state budget was another focus of SCAG's advocacy efforts. Letters were submitted to Senate Budget Committee Chair Holly Mitchell (D-Los Angeles) and Assembly Budget Committee Chair Phil Ting (D-San Francisco) expressing support for the legislature's increased allocation of federal Coronavirus Aid, Relief, and Economic Security Act (CARES) Act funding for cities and counties, and to establish a floor allocation of \$50,000 per city. Additionally, SCAG expressed support for AB 617 Implementation funding, which brings air monitoring to a more localized level, and asked for the program to be prioritized in light of reduced cap-and-trade auctions in May 2020.

SCAG UNVEILS COVID-19 VULNERABILITY INDICATORS DASHBOARD

As a result of the COVID-19 pandemic's severe and unprecedented implications on a wide range of areas that SCAG plans for, including public health, transportation, housing, public finance, and the economy, [SCAG has published an interactive dashboard](#) that includes indicators of potential vulnerability to COVID-19 for each of the 191 cities and six counties in the region. This datasets provide a wide range of variables related to economic, social, health, and housing vulnerability indicators. The dashboard was presented and well received by the attendees at the SCAG 31st Annual Demographic Workshop.

The purpose of the indicators is to provide context and insightful information for local jurisdictions and stakeholders to better understand the impacts of the pandemic through data. The comprehensive list of vulnerability indicators is made up of slightly more than 70 variables from various sources from the U.S. Census Bureau's American Community Survey, California State Controller's Office, InfoUSA, and the California Tax Credit Allocation Committee/Department of Housing and Community Development.

JUNE TOOLBOX TRAINING SESSION FOCUSES ON ECONOMIC DEVELOPMENT AND LAND USE STRATEGIES FOR COVID-19 RECOVERY

On June 23, SCAG hosted a Toolbox Training webinar, "Resetting the Economic Development Table after the COVID-19 Slowdown," which focused on how communities around the region can make economic development and land-use decisions that can create momentum for investment and revenue opportunities. Kosmont Companies provided a presentation on how best to leverage state and federal assistance to create the economic development tools and legislation necessary for revitalization. To view recordings and access presentations from this event and prior Toolbox Trainings, [please visit the SCAG website](#).

SCAG TO PARTNER WITH USC ON INTERNSHIP PROGRAM

SCAG has established the first partnership with the USC Spatial Sciences Institute to host a summer internship program with three graduate and two undergraduate students. Under this program, the interns will primarily assist in performing geospatial dataset development, data visualization and geoprocessing, as well as conducting research and data analysis. To maximize their time at SCAG and to develop a broad and comprehensive skillset, it is expected that they will work primarily on three regionally significant projects such as the Annual Land Use Development, Regional Parcel Data Enhancement, SCAG Data/Map Application Development projects.

SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP-LEGISLATIVE ACTION COMMITTEE

SCAG Executive Director Kome Ajise gave a presentation at the San Gabriel Valley Economic Partnership's Legislative Action Committee on the agency's recently released "[Potential Economic Impacts of COVID-19 in the SCAG Region](#)" white paper. A discussion of the data and information used in the development of the paper was also provided. The committee is made up of business representatives from the San Gabriel area, but also includes larger businesses like Southern California Gas Company, Southern California Edison, Union Pacific, and Kaiser Permanente. The committee also hears from legislative staff members regularly and has elected officials participate. The presentation concluded with a round of questions regarding the data in the white paper and future predictions.



Date: July 17, 2020
To: ICTC Commissioner's
From: Gustavo Dallarda, Caltrans District 11, District Director
Re: **District Director's Report**

The following is the California Department of Transportation, District II report for the Imperial County Transportation Commission (ICTC) Commission meeting of July 22, 2020:

1. **Project Updates:**

Please see map at end of report for project level detail.

2. **Construction:**

I-8/Imperial Avenue Interchange

The project will include installing two ramps that will provide direct access to southbound Imperial Avenue which will provide connectivity to the south portion of El Centro. These improvements will complement the City of El Centro's plans for future development.

Project construction signs were posted in late April with earth moving work beginning May 5 for *three* months behind concrete barriers. Caltrans issued a virtual groundbreaking media event June 10, 2020, with video clips from California State Transportation Agency (CalSTA) Secretary David S. Kim; Caltrans Director Toks Omishakin; District II Director Gustavo Dallarda, Imperial County Transportation Commission (ICTC)

Construction (continued):

Chairman George A. Nava, City of El Centro Mayor Efrain Silva and others to alert the community about the project and Stage 1 closures on July 6, 2020. *The eastbound I-8/Imperial Avenue on- and off-ramps will remain closed eight to ten months beginning July 6.*

The interchange will be fully closed on Thursday, July 23 from 7:00 p.m. to 7:00 a.m. for bridge demolition and removal.

Print ads were placed in the Imperial Valley Press, the Adelante Valle (Spanish), The Imperial Valley Review, the Holtville Tribune and the Desert Review along with Radio spots in KXO Radio and Power 98/98.3 (Spanish) between June 26 and July 5.

A mailer was sent to 4,000 El Centro residents the week of June 29 with closure and detour information.

Additional outreach to businesses in and near the construction zone will continue as needed to keep them informed about project details and impacts.

Informational materials are available at:

<https://dot.ca.gov/caltrans-near-me/district-11/current-projects/i8-imp-interchange>

The project will be open to traffic in mid-2022, with plant establishment and close out work continuing through 2023.

SR-98 Pavement Rehabilitation Project

Caltrans has improved 5.7 miles of travel way and shoulders on SR-98 from SR-7 to just west of East Highline Canal Bridge near Calexico. The work uses cold-in-place recycling of the existing pavement to create a new base layer which is overlaid with rubberized hot mix asphalt concrete. The finished travel way will include shoulder backing and rumble strips.

Work on the three month project began May 6, 2020. All paving is expected to be completed in early August 2020.

SR-98 Widening Project

Caltrans will widen SR-98 from four to six lanes from Ollie Avenue to Rockwood Avenue. The purpose of this project is to improve traffic operations, provide congestion relief in order to improve traffic flow, enhance bicycle safety and pedestrian access (ADA ramps), and improve drainage along this section of SR-98.

This project is also needed to accommodate the additional traffic from the expanded Calexico West Port of Entry (POE). The proposed project widening will accommodate the additional traffic volumes on SR-98 and provide

Construction (continued):

congestion relief. The construction phase of the project is funded with a combination of funds; State Highway Operations & Protection Program (SHOPP), Trade Corridor Enhancement Program (TCEP) from Senate Bill 1 (SBI) and federal (DEMO) funds.

This project is scheduled to begin construction in spring of 2021.

3. Traffic Operations:

SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans recently received information that the project description and parameters are being further analyzed. A full project update will be provided as soon as it is available.

4. Planning:

SR78/Glamis OHV Crossing Feasibility Study

The Technical Working Group meetings have begun, and initial outreach to the Off Highway Vehicle (OHV) community was held at the Glamis Dunes on Saturday, January 18, 2020. There was significant attendance by OHV users, with maps and displays, surveys and one-on-one feedback and input provided.

Four alternatives were presented to the TWG for analysis and discussion in May 2020. Two alternatives were eliminated from future study, with the remaining alternatives requiring modifications. These will be revised and presented to the TWG at the next meeting in July.

El Centro Land Use, Mobility Element and Environmental Justice Update:

The City of El Centro was successful in obtaining a Sustainable Communities Planning Grant from Caltrans which will address such topics as reducing suburban sprawl and vehicle dependency, and encouraging multimodal activity. The updated Plan will embrace key planning principles and goals such as GHG emission reduction targets, provide consistency with the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), provide improvements to public health, reduce vehicle miles traveled (VMT), and seek improvements to transportation technology as well as to incorporate Active Transportation Planning goals.

This contract was awarded to Chen Ryan and City Place Planning. The kick-off meeting was held on August 20, 2019 and the contract is expected to be complete in early 2021.

Planning (continued):

During May, two Study Sessions with the El Centro Planning Commission and City Council were held to discuss the amendments to the Land Use Element, Mobility Element, and preparation of an Environmental Justice Element for the City of El Centro General Plan. Feedback and input were received and the consultant will address concerns in future information sharing sessions.

District II Active Transportation Plan:

Caltrans District II is developing an Active Transportation Plan for San Diego and Imperial Counties. This plan will include an existing conditions analysis and a prioritized list of identified bicycle and pedestrian needs on and around the State Highway System.

Input from regional and local partner agencies and local advocates is essential to the development of this plan. Caltrans encourages our partner agencies to participate in the Active Transportation Plan Working Group (ATPWG). Your agency's involvement will ensure Caltrans has an accurate inventory of existing conditions as well as planned and necessary active transportation improvements.

Further outreach will occur at future TAC meetings and through non-traditional methods such as social media and virtual meetings.

Border Master Plan:

The BMP is a comprehensive, binational approach to coordinate the planning and delivery of international land ports of entry (POEs) and their transportation infrastructure projects.

The first BMP, completed in 2008, formalized the binational dialogue between the United States and Mexico and established a structure for the BMP process. The 2014 BMP refreshed previous efforts, reprioritizing projects and developing a framework for transportation project sensitivity analysis. Building upon the efforts of the previous two BMPs, the 2021 BMP will broaden outreach activities to gain new insights on border issues, assess current border conditions, determine the status of border transportation projects, and identify new border improvement strategies. A critical component to the success of the BMP is the active participation of local, regional, state, and federal agencies from the United States and Mexico. More than 30 agencies from both sides of the border participate in this process.

A kickoff meeting was held on January 21, 2020, and the update is expected to be completed by early 2021. A public outreach program is being developed, and the Policy Advisory Committee (PAC) met on June 30, 2020. *The PAC determined that the following time periods for categorizing POE and related transportation infrastructure projects will be as follows:*

- *Short-term:* 2020 – 2024
- *Medium-term:* 2025 – 2030
- *Long-term:* 2031 – 2040

Planning (continued):

The next TWG meeting is scheduled for August 4, 2020. A virtual stakeholder workshop to review transportation issues identified through a stakeholder survey and a starter kit of strategies that could resolve these issues is scheduled for July 8, 2020. The next joint meeting of the PAC and TWG is scheduled for October 20, 2020.

5. Senate Bill 1 Projects:

Calexico East Bridge Expansion

Caltrans anticipates that the Better Utilizing Investments to Leverage Development (BUILD) funds will be awarded before the end of September 2020. Following receipt of those funds, the Request for Proposals will be posted. The RFP process will take several months to complete. It is expected that the actual design build process will begin about March 2021.

6. Upcoming Projects:

For 2020, there is one project that have been confirmed in the Caltrans Project Delivery Plan in Imperial County:

- Upgrade curve warning signs along various routes.

7. Maintenance

Caltrans Maintenance workers have been busy with removing debris, overgrown vegetation and trash in various locations throughout the County.



Maintenance (continued):



8. Local Assistance:

Summer 2020 Deadline: Active Transportation Program (ATP) Cycle 5 Call for Projects:

The California Transportation Commission (CTC) call for ATP projects began March 25, 2020. The extended deadline was July 15, 2020, for “Quick-Build” ATP projects. September 15, 2020 is the new deadline for all other ATP project types.

The following link provides all available details, including the revised schedule.

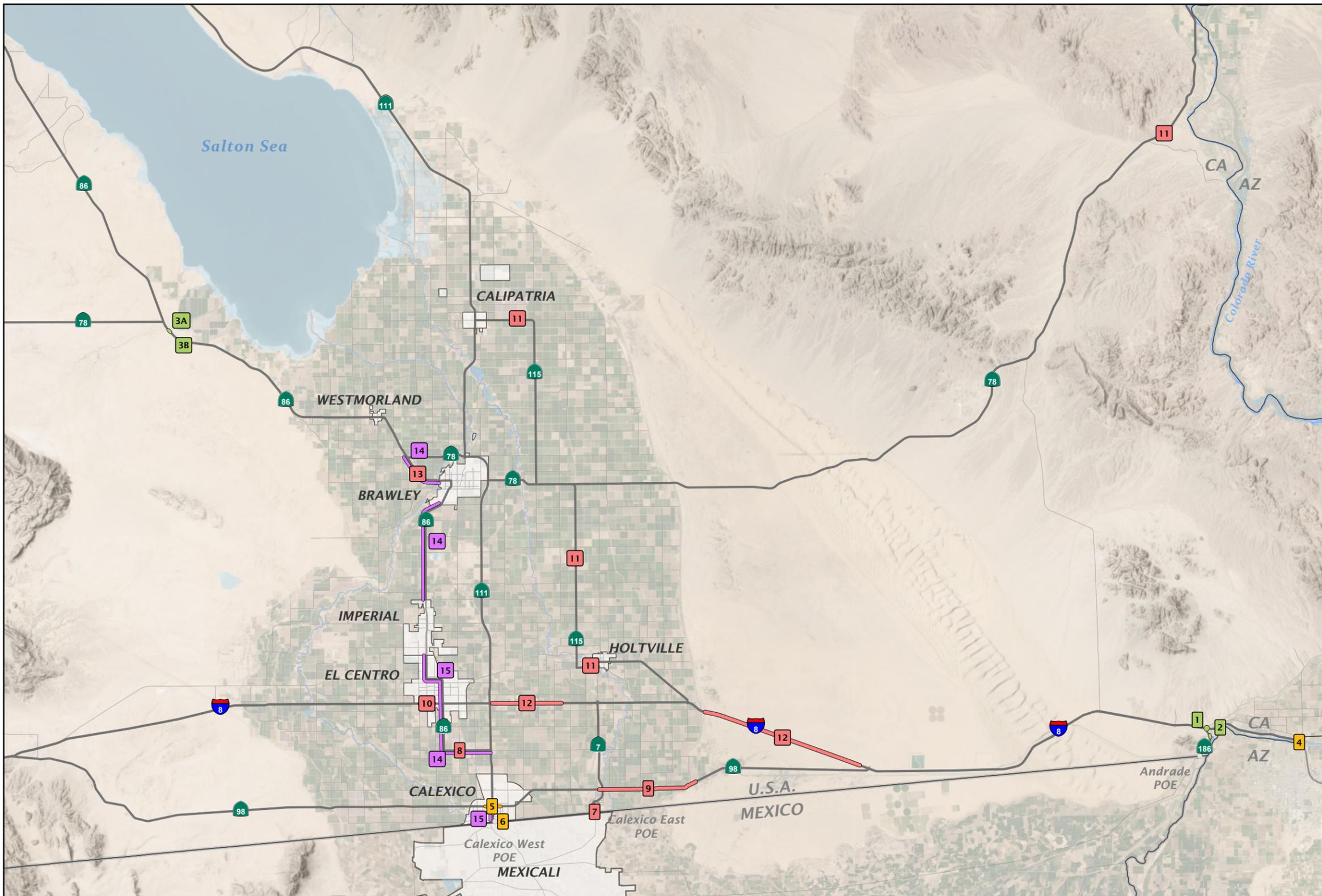
<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/active-transportation-program/cycle5>

Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects

September 4, 2020 is the deadline for Caltrans Division of Local Assistance HSIP Cycle 10.

For additional information on the HSIP Cycle 10, please see the following link:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/hsipcycle10announcement.pdf>



ENVIRONMENTAL

- 1. SR-186/I-8 Quechan Interchange Improvements*
Complete Nov 2021
- 2. SR-186 All-American Canal Bridge
Complete Mar 2023
- 3A. SR-86 USBP Checkpoint Canopy*
Complete Dec 2020

DESIGN

- 3B. SR-86 USBP Checkpoint Canopy*
Complete July 2021
- 4. I-8 Colorado River Viaduct
Complete April 2021
- 5. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave
Complete Feb 2020; Begin Construction Spring 2021
- 6. SR-111 Pavement Rehabilitation, Border to SR-98
Complete Nov 2020

CONSTRUCTION

- 7. Calexico East POE Bridge Widening
Design/Build Begin Mar 2021; Complete June 2023
- 8. SR-86/Dogwood Road Intersection Improvements County Permit*
Complete Oct 2022
- 9. SR-98 Pavement Rehabilitation
Complete July 2020
- 10. I-8/Imperial Ave Interchange Improvements
Open to Traffic May 2022; Complete May 2023
- 11. SR-78/115 Culvert Repairs
Completed June 16, 2020
- 12. I-8 Pavement Rehabilitation at Various Locations
Complete Aug 2020
- 13. SR-86 Tamarack Bridge Erosion Damage Repair
Complete August 2020

RELINQUISHMENT

- 14. SR-86 Relinquishment to County of Imperial
Date Estimate 2024
- 15. SR-86 Relinquishment to City of El Centro
Date Estimate 2024
- 16. SR-111 Relinquishment from 2nd St to SR-98 to City of Calexico
Date Estimate 2022

* The California Department of Transportation (Caltrans) is a partner in this study/projects, although not the lead agency.

- █ Environmental
- █ Design
- █ Construction
- █ Relinquishment



:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

40: Port of Entry

Portions of this map contain geographic information copyrighted by the Imperial County GIS program. All rights reserved. The data provided is "as is" without warranty of any kind.

Questions can be directed to (619) 688-6699
ct.public.information.d11@dot.ca.gov

Date: 07/16/2020



VII. ACTION CALENDAR

Imperial County Transportation Commission (ICTC)

- A. Discussion / Action regarding First Amendment to Employment Agreement for the Position of Executive Director



1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

July 14, 2020

George Nava, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Discussion / Action regarding First Amendment to the Employment Agreement for the Position of Executive Director

Dear Commission Members:

On June 24, 2020, the Commission met in closed session to discuss the employment agreement for FY 2020/2021 for the Executive Director. Attached for your review is the employment agreement approved on July 24, 2019. Also, attached for your review and approval is the first amendment to the employment agreement.

Therefore, following ICTC/County Counsel review, staff forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the Executive Director Agreement, Amendment #1
2. Authorize the Chairman to sign the Agreement

Sincerely,

A handwritten signature in blue ink that reads 'Mark Baza'.

MARK BAZA
Executive Director

MB/cl
Attachments

**CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL**

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
FOR ICTC EXECUTIVE DIRECTOR

Mark Baza

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES (“Amendment”), made and entered into effective _____, 2020, is by and between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”) and **MARK BAZA**, an individual (“BAZA”) (individually, “Party;” collectively, “Parties”).

W I T N E S S E T H

WHEREAS, ICTC and BAZA entered into that certain Employment Agreement on July 24, 2019 (“Agreement”), through Minute Order No. 8A, incorporated by this reference as though fully set forth herein; and

WHEREAS, the term of the Agreement expired on July 1, 2020, the Parties continued to perform, and now the Parties mutually wish to extend the Agreement for another year to continue through June 30, 2021; and

WHEREAS, the Parties wish to update the Compensation effective July 1, 2020; and

WHEREAS, Section 10 of the Agreement provides that no modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless it is in writing and signed by both parties.

NOW, THEREFORE, in consideration of their mutual covenants, ICTC and BAZA have and hereby agree to the following:

1. Section 2.) paragraph A.) of the Agreement shall be amended to read as follows:

“A. In consideration of the performance of Executive Director, ICTC agrees to pay Baza an annual salary of $((\$156,000 * 0.04 = \$6,240) + \$156,000) = \mathbf{\$162,240}$ effective the first full pay period following July 1, 2020.”

2. Section 4 of the Agreement shall be amended to read as follows:

“This Agreement shall commence July 1, 2019, and remain in effect for two (2) years.”

3. All other terms and conditions of the Agreement are and will remain in full force and effect.

There are no other modifications, express or implied except as herein provided.

1 **IN WITNESS WHEREOF**, the Parties have executed this Amendment on the day and year first
2 above written.

3 **IMPERIAL COUNTY**
4 **TRANSPORTATION COMMISSION**

EXECUTIVE DIRECTOR

5
6
7 _____
8 By: GEORGE NAVA, Chairperson
9 Imperial County Transportation Commission

By: MARK BAZA

10 **ATTEST:**

11 _____
12 By: CRISTI LERMA
13 Secretary to the Commission

14 **APPROVED AS TO FORM:**
15 ADAM G. CROOK
16 COUNTY COUNSEL

17 _____
18 By: Eric Havens
19 Assistant County Counsel

**EMPLOYMENT AGREEMENT
IMPERIAL COUNTY TRANSPORTATION COMMISSION
EXECUTIVE DIRECTOR**

THIS EMPLOYMENT AGREEMENT is made and entered into this July 24, 2019 by and between the Imperial County Transportation Commission (“ICTC”), a public entity, and Mark Baza (“Baza”), an individual.

WITNESSETH:

WHEREAS, ICTC was established under and is governed by Division 12.8, commencing with Section 132800, of the California Public Utilities Code and other statutes relating to transportation commissions; and

WHEREAS, the Executive Director is the chief executive officer of ICTC and serves at the pleasure of the Board of Commissioners (“Board”) of ICTC; and

WHEREAS, the Board finds that Baza possesses the knowledge, skills and experience to act as the Executive Director of ICTC; and

WHEREAS, Baza has agreed to continue to act as ICTC Executive Director.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services.

Baza agrees to perform the following services as Executive Director of ICTC:

- A. The Executive Director serves as the chief executive officer of ICTC and takes direction from the Board. The Executive Director manages the daily operations of ICTC, implements and monitors Board policy, and coordinates the activities of the ICTC on behalf of the Board. Baza shall have full executive authority to perform all duties, services, and actions necessary or advisable to carry out the policies of ICTC and the needs of ICTC and the Board. Baza shall diligently attend to the business of ICTC, including attendance at meetings and proper supervision of those individuals who report directly to the Executive Director. Baza shall provide the services in accordance with all applicable laws, regulations, ICTC Bylaws, and other policies adopted by the Board.
- B. The Executive Director shall perform all the duties described on the job description attached hereto as **Exhibit “A”** and incorporated herein.

Section 2. Compensation.

- A. In consideration of the performance of Executive Director, ICTC agrees to pay Baza as detailed below effective the first full pay period following July 1, 2019. Baza shall continue to receive payments in the same amount as he currently receives under his current contract with ICTC until payments under this contract begin.
1. A salary of one hundred fifty six thousand dollars (\$156,000) annually. This position is an FLSA exempt, managerial, position that is not entitled to overtime pay.
 2. Additionally, ICTC shall pay to the Executive Director a monthly car allowance of eight hundred dollars (\$800).
 3. ICTC shall pay all holidays, sick leave, vacation and administrative leave as that paid to ICTC employees as defined in the Personnel Policy and Procedures for ICTC. Baza shall receive all benefits normally provided to ICTC employees except for health.
 4. In the event of termination of this Agreement by the Board, Baza may receive severance pay as detailed in Section 5 of this Agreement.
- B. Reimbursement: ICTC shall reimburse all reasonable and necessary travel and educational expenses for attending seminars and conferences representing ICTC as its Executive Director at meetings shall be reimbursed by ICTC.
- C. Status with ICERS: The Board and Baza will retain retirement membership services under the 1937 Retirement Act through the Imperial County Employees' Retirement System (ICERS). Baza and Board will make contributions consistent with the requirements of ICERS for employers and employees.
- D. Except as provided under Paragraph A, ICTC shall not be responsible to pay Baza any compensation, out-of-pocket expenses, fees, or other remuneration.

Section 3. Review.

On an annual basis the Board shall identify a focused set of priority objectives for the organization and Baza. The Board will review the performance of the Executive Director annually. At the Board's option, a merit increase in salary of up to five percent (5%) may be considered upon each annual review.

- A. Prior to the Evaluation. Prior to the beginning of each performance evaluation cycle, Baza shall prepare a summary of the current year priority objectives, goals and accomplishments for review by the Board.
- B. Contents of the Evaluation. Employee shall be evaluated on effective management and the progress made on the Board's annual priorities, among other factors determined by the Board.
- D. Amendments and Changes to Evaluation Process. The Board may amend or change the evaluation process as needed provided that such changes will take place at the beginning of the next evaluation period.

Section 4. Term.

This Agreement shall commence July 1, 2019, and remain in effect for one (1) year.

Section 5. Termination.

- A. Either party may terminate this Agreement, without cause and without notice.
- B. Severance Pay. In the event the Board terminates Baza prior to the expiration of the employment agreement, Baza shall be entitled to severance pay as set forth below.
 - 1. If there are six (6) or more months remaining in the employment Agreement, Baza shall be entitled to an amount equal to six (6) months salary.
 - 2. If there are less than six (6) months remaining in the employment Agreement, Baza shall be entitled to an amount equal to the exact number of months remaining in the Agreement. For example, if Board terminates Baza with only two and one-half (2.5) months remaining in this Agreement, Baza shall receive two and one-half (2.5) months of severance pay.
 - 3. In the event Baza receives any severance pay, the amount shall be paid to Baza in monthly installments and shall not be paid in one lump sum. Such monthly installments shall be equivalent to the amount of Baza's regular monthly salary until the severance amount owed is exhausted.
 - 4. There shall be no severance pay if Baza elects to terminate his contract with Board.

- C. Upon termination of this Agreement, Baza shall immediately turn over to ICTC any and all copies of studies, reports, or analyses, whether or not completed, prepared by him in connection with this Agreement. Such materials shall become the permanent property of ICTC.
- D. Termination for Cause. In the event Baza is terminated For Cause, Baza will not be entitled to severance pay. However, ICTC shall pay Baza all wages owed through the date of termination For Cause as well as any accrued but unused vacation time in accordance with applicable local, state and federal law. Accrued but unused sick leave and administrative leave benefits are not paid upon termination For Cause. The precondition of termination For Cause is met if one or more of the following defined instances exists:
1. Baza is convicted of a felony or a crime involving moral turpitude;
 2. Baza makes an intentional and material act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct while acting within the scope of employment;
 3. Baza's willful or grossly negligent conduct results in material damage to ICTC property;
 4. Baza makes threats of violence or acts of violence in the workplace;
 5. Baza engages in conduct found to constitute illegal harassment, discrimination or retaliation of another employee, consultant, member representative or staff, client, customer, or independent contractor;
 6. Baza is unable to perform the essential functions of his position with or without reasonable accommodations due to a disability in conformity with applicable local, state and federal law;
 7. Baza's gross negligence or intentional and willful refusal to follow the reasonable and lawful directions of the Board that Baza fails to cure within fifteen (15) business days of receiving written notice from the Board;
 8. Baza's material non-performance or breach of this Agreement, violation of ICTC policy, or any other statutory duty owed by Baza to ICTC that Baza does not cure within fifteen (15) business days after Baza's receipt of written notice thereof from the Board (provided such violation is capable of cure).

Section 6. Representations

- A. Baza represents and warrants that the subject services shall be performed exclusively by him.
- B. Baza represents and warrants that all reports, analyses, grant applications or other

documents developed under this Agreement shall become the exclusive property of ICTC.

Section 7. Indemnification

- A. Except as provided below, ICTC shall indemnify and hold harmless Baza from any and all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, as a result of acts that Baza performed in the course and within the scope of his employment.
- B. ICTC's obligation shall not apply in the event that claims, liabilities, losses, damages or expenses, including reasonable attorneys, fees, are incurred as a result of Baza's acts which are intentional, grossly negligent, or undertaken outside of the course and scope of employment. ICTC's obligation shall not apply in the event that claims, liabilities, losses, damages or expenses, including reasonable attorney's fees, are incurred as a result of Baza's failure to promptly notify ICTC of any claim made or litigation filed against him; or he has settled or compromised the claim or litigation as to him without the ICTC's prior written consent.
- C. Baza shall, as a condition precedent to receipt of such indemnification, cooperate with ICTC and its legal counsel in the defense of any related action, claim or proceeding. ICTC will otherwise defend Baza with its own legal counsel and shall include the payment of his reasonable attorneys' fees only in the event ICTC requires Baza to retain separate counsel. Should Baza retain separate counsel not suitable to ICTC or upon his own initiative without being required to do so by ICTC, ICTC shall have no obligation to pay Baza's attorneys fees or costs.

Section 8. Insurance.

- A. At Baza's sole cost and expense, he shall obtain, and keep in force at all times during this Agreement, a policy of automobile liability insurance for any automobile that he may use in connection with his duties, or traveling to conferences or meetings, with coverage that is acceptable to the Board.
- B. ICTC shall maintain Workers' Compensation coverage and any other insurance that is required under California law, for all employees, including Baza.

Section 9. Licenses and Permits.

Baza represents and warrants that he possesses all required licenses to perform all aspects of this Agreement, such as a valid Driver's License.

Section 10. Modification.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless it is in writing and signed by both parties.

Section 11. Severance.

In the event that any provision is adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Section 12. Non-Assignment.

Baza shall not assign, transfer or subcontract this Agreement nor his rights or duties under this Agreement, without the prior written consent of the Board. Any attempt by him to assign or otherwise transfer any interest in this Agreement without obtaining the prior written consent of the Board is void.

Section 13. Force Majeure.

Baza shall not be held responsible for delays in performing services as a result of acts beyond his control and without his fault or negligence, including, but not limited to, acts of God or public enemies, acts of state or local governments or public agencies, utility or telecommunication delays or failures, accidents not resulting from his negligence, fire, flood, storms, epidemics, strikes, lockouts, industrial disturbances, war, rebellion or civil strife.

Section 14. Notices.

All notices and communications deemed by either party to be necessary or desirable are to be in writing and given to the other party by personal delivery or sent through the U.S. mail, first class with prepaid postage, addressed as follows:

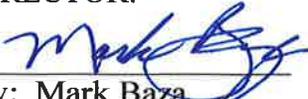
To ICTC: Chair of the Board of Commissioners
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

To Executive Director: Mark Baza
8645 Highwood Dr.
San Diego, CA 92119

Notice shall be deemed to have been delivered upon receipt by the party. Addresses

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

EXECUTIVE
DIRECTOR:


By: Mark Baza

IMPERIAL COUNTY
TRANSPORTATION COMMISSION:


By: Robert Amparano, Chairman

Approved as to Form:

Katherine Turner
County Counsel


By: Eric Havens
Deputy County Counsel

VII. ACTION CALENDAR

Service Authority for Freeway Emergencies (SAFE)

- B. Agreement for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County, Modification #1



1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

July 14, 2020

George Nava, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Agreement for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County, Modification #1

Dear Commission Members:

The Imperial County Service Authority for Freeway Emergencies (SAFE) call box program currently provides a system of 166 emergency call boxes, 118 of which are located along Interstate 8, from the San Diego County Line to the Arizona State Line. The remaining 48 call boxes are located on State Route 86 going west from the Brawley city limits to the Riverside County line.

Currently, CASE Systems, Inc. is the provider of professional services to perform year-round maintenance, repairs, installation, and other related field services as necessary to ensure proper functioning of the call box system. The agreement with CASE Systems was approved by the Imperial County SAFE Board on April 27, 2016. The agreement is for a five-year term, that began on June 1, 2016 and ends on May 31, 2021.

Effective January 1, 2020, Assembly Bill (AB) 335 the Imperial County Transportation Commission (ICTC or Commission) was authorized to administer non-transportation programs on behalf of the Commission's member agencies. One of the initial programs identified in the bill was the SAFE program. ICTC began the process to assume responsibility beginning in FY 2020-2021 and will now provide oversight of the SAFE program. A modification to the agreement with CASE Systems, Inc. is needed to identify ICTC as the SAFE administrator.

Therefore, following ICTC/County Counsel review, staff forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the agreement with CASE Systems, Inc., Modification #1
2. Authorize the Chairman to sign the agreement.

Sincerely,

A handwritten signature in blue ink that reads 'Mark Baza'.

MARK BAZA
Executive Director

MB/cl
Attachments

**CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL**

1 **MODIFICATION #1 TO AGREEMENT**

2 **CASE Systems, Inc.**

3 THIS FIRST MODIFICATION TO AGREEMENT FOR SERVICES (“Modification #1”) is
4 entered into as of _____, 2020, between the Imperial County Service Authority for
5 Freeway Emergencies (“SAFE”) and **CASE Systems, Inc.**, an active California corporation
6 (“CONSULTANT”) (individually, “Party,” collectively “Parties”).

7 **RECITALS**

8 **WHEREAS**, SAFE and CONSULTANT entered into that certain Agreement for Services, dated
9 April 27, 2016, through Imperial County Minute Order No.: (4), (“Agreement”); and

10 **WHEREAS**, the Parties wish to modify the Agreement to have the Imperial County Transportation
11 Commission (“ICTC”) administer the Agreement and assume all of Imperial County Public Works’
12 (“COUNTY”) rights and obligations in, to and under the Agreement.

13 **NOW, THEREFORE**, in consideration of their mutual covenants, the Parties agree to the
14 following:

15 **A.** Paragraph 2.1 of the Agreement is deleted, and a new Paragraph 2.1 shall be added to read as
16 follows:

17 “2.1 The Executive Director of ICTC or his/her designee shall be the representative of SAFE for
18 all purposes under this Agreement. The Executive Director of ICTC or his/her designee is hereby
19 designated as the Contract Manager for SAFE. He/she shall supervise the progress and execution of
20 this Agreement.”

21 **B.** Paragraph 25.1 of the Agreement is deleted, and a new Paragraph 25.1 shall be added to read as
22 follows:

23 “25.1 Any notice and reports under this Agreement shall be in writing and may be given by
24 personal delivery or mailing by certified mail, addressed as follows:

25 **SAFE**

26 Executive Director
27 Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
28 El Centro, CA 92243

CONSULTANT

Case Systems, Inc.
5 Goddard
Irvine, CA 92618”

1 **C. REFERENCES IN AGREEMENT**

2 ICTC and CONSULTANT agree that all references in the Agreement to the Director of Imperial
3 Public Works of the County of Imperial or the County of Imperial, shall be deemed references to "ICTC."

4 **D. RECEIPT OF MODIFICATION #1**

5 ICTC hereby acknowledges and confirms that it has received a copy of this Modification #1 and
6 exhibits related thereto.

7 **IN WITNESS WHEREOF**, the Parties have executed this Modification #1 on the day and year
8 first above written.

9
10 **Imperial County Service Authority
for Freeway Emergencies:**

Case Systems, Inc.:

11
12
13 By: _____
14 George A. Nava, Chairperson
15 SAFE

By: _____
Sebastian Gutierrez

16 **Attest:**

17
18 By: _____
19 Cristi Lerma
20 Clerk of SAFE

21 **Approved as to Form:**

22 Adam G. Crook
23 County Counsel

24
25 By: _____
26 Eric Havens
27 Assistant County Counsel

AGREEMENT FOR SERVICES

CASE Systems, Inc.

THIS AGREEMENT FOR SERVICES (“Agreement”), is made and entered into effective the 1st day of June, 2016, by and between the Imperial County Service Authority for Freeway Emergencies (“SAFE”) and **CASE Systems, Inc.**, an active California corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

RECITALS

WHEREAS, SAFE desires to retain a qualified individual, firm or business entity to provide for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County (“Project”); and

WHEREAS, CONSULTANT represents that it is qualified and experienced to perform the services; and

WHEREAS, SAFE wants to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services for the Project on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, SAFE and CONSULTANT have and hereby agree to the following:

1. DEFINITIONS.

1.1. “Request for Proposal” or “RFP” shall mean that document that describes the Project and project requirements to prospective bidders entitled, “Request for Proposals for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 In Imperial County,” dated February 25, 2016. The Request for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

1.2. “Proposal” shall mean CONSULTANT’s document entitled, “Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County,” dated March 17, 2016 and submitted to SAFE. The Proposal is attached hereto as **Exhibit “B”** and incorporated herein by reference.

////////

1 **2. CONTRACT COORDINATION.**

2 **2.1.** The Director of Public Works of the County of Imperial or his/her designee shall be the
3 representative of SAFE for all purposes under this Agreement. The Director of Public Works or his/her
4 designee is hereby designated as the Contract Manager for SAFE. He/she shall supervise the progress
5 and execution of this Agreement.

6 **2.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for
7 the progress and execution of this Agreement. Should circumstances or conditions subsequent to the
8 execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager
9 designee shall be subject to the prior written acceptance and approval of SAFE's Contract Manager.

10 **3. DESCRIPTION OF WORK.**

11 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with
12 the RFP and the Proposal, as set forth in **Exhibits "A" and "B."** In the event of a conflict amongst this
13 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this
14 Agreement shall take precedence over both.

15 **4. WORK TO BE PERFORMED BY CONSULTANT.**

16 **4.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
17 and this Agreement.

18 **4.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
19 performance of the obligations assumed by CONSULTANT hereunder.

20 **4.3.** CONSULTANT shall:

21 **4.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices
22 that may be necessary and incidental to the due and lawful prosecution of the services to be performed
23 by CONSULTANT under this agreement;

24 **4.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,
25 ordinances, regulations, orders and decrees which may affect those engaged or employed under this
26 Agreement;

27 **4.3.3.** At all times observe and comply with, and cause all of its employees to observe
28 and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

1 **4.3.4.** Immediately report to SAFE’s Contract Manager in writing any discrepancy or
2 inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in
3 relation to any plans, drawings, specifications or provisions of this Agreement.

4 **5. REPRESENTATIONS BY CONSULTANT.**

5 **5.1.** CONSULTANT understands and agrees that SAFE has limited knowledge in the multiple
6 areas specified in the Proposal. CONSULTANT has represented itself to be an expert in these fields and
7 understands that SAFE is relying upon such representation.

8 **5.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all required
9 licenses and authorities to do business in the State of California and perform all aspects of this
10 Agreement.

11 **5.3.** CONSULTANT shall not commence any work under this Agreement or provide any
12 other services, or materials, in connection therewith until CONSULTANT has received written
13 authorization from SAFE’s Contract manager to do so.

14 **5.4.** CONSULTANT represents and warrants that the people executing this Agreement on
15 behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
16 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

17 **5.5.** CONSULTANT represents and warrants that any employee, contractor and/or agent who
18 will be performing any of the duties and obligations of CONSULTANT herein possess all required
19 licenses and authorities, as well as the experience and training, to perform such tasks.

20 **5.6.** CONSULTANT represents and warrants that the allegations contained in the Proposal are
21 true and correct.

22 **5.7.** CONSULTANT understands that SAFE considers the representations made herein to be
23 material and would not enter into this Agreement with CONSULTANT if such representations were
24 not made.

25 **5.8.** CONSULTANT understands and agrees not to discuss this Agreement or work
26 performed pursuant to this Agreement with anyone not a party to this Agreement without the prior
27 permission of SAFE. CONSULTANT further agrees to immediately advise SAFE of any contacts or
28 inquiries made by anyone not a party to this Agreement with respect to work performed pursuant to

1 this Agreement.

2 **5.9.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
3 diligence review of its files and advise SAFE of any conflict or potential conflict CONSULTANT may
4 have with respect to the work requested.

5 **5.10.** CONSULTANT understands and agrees that in the course of performance of this
6 Agreement CONSULTANT may be provided with information or data considered by the owner or the
7 SAFE to be confidential. SAFE shall clearly identify such information and/or data as confidential.
8 CONSULTANT shall take all necessary steps necessary to maintain such confidentiality including but
9 not limited to restricting the dissemination of all material received to those required to have such data
10 in order for CONSULTANT to perform under this Agreement.

11 **5.11.** CONSULTANT represents that the personnel dedicated to the Project as identified in
12 CONSULTANT's Proposal will be the people to perform the tasks identified therein. CONSULTANT
13 will not substitute other personnel or engage any contractors to work on any tasks identified herein
14 without prior written notice to SAFE.

15 **6. TERM OF AGREEMENT.**

16 This Agreement shall be for five (5) years, commencing on June 1, 2016 and ending on May 31,
17 2021, unless otherwise terminated as provided for in this Agreement.

18 **7. COMPENSATION.**

19 **7.1.** The total compensation payable under this Agreement shall not exceed **sixty-six thousand**
20 **six hundred twelve dollars and forty-eight cents (\$66,612.48)** dollars per year, for a total not-to-exceed
21 amount for the term of the Agreement of **three hundred thirty-three thousand sixty-two dollars and**
22 **forth cents (\$333, 062.40)**, unless otherwise previously agreed to in writing by SAFE.

23 **7.2.** The fee for any additional services required by SAFE will be computed either on a
24 negotiated lump sum basis or upon actual hours and expenses incurred by CONSULTANT and based
25 on CONSULTANT's current standard rates as set forth in the Proposal. Additional services or costs
26 will not be paid without a prior written agreement between the Parties.

27 **7.3.** Except as provided under paragraph 7.1 and 7.2, SAFE shall not be responsible to pay
28 CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of expenses or other

1 remuneration.

2 **8. PAYMENT.**

3 **8.1.** CONSULTANT shall bill SAFE on a time and material basis as set forth in **Exhibit "A."**
4 SAFE shall pay CONSULTANT for completed and approved services upon presentation of its itemized
5 billing.

6 **8.2.** SAFE shall have the right to retain five percent (5%) of the total of amount of each
7 invoice, not to exceed five percent (5%) of the total compensation amount of the Project. "Completion of
8 the Project" is when the work to be performed has been completed in accordance with this Agreement, as
9 determined by SAFE, and all subcontractors, if any, have been paid in full by CONSULTANT. Upon
10 completion of the Project CONSULTANT shall bill SAFE the retention for payment by SAFE.

11 **9. METHOD OF PAYMENT.**

12 CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to SAFE a
13 written claim for compensation for services performed. The claim shall be in a format approved by SAFE.
14 No payment shall be made by SAFE prior to the claims being approved in writing by SAFE's Contract
15 Manager or his/her designee. CONSULTANT may expect to receive payment within a reasonable time
16 thereafter and in any event in the normal course of business within thirty (30) days after the claim is
17 submitted.

18 **10. TIME FOR COMPLETION OF THE WORK.**

19 The Parties agree that time is of the essence in the performance of this Agreement. Program
20 scheduling shall be as described in Exhibits unless revisions are approved by both SAFE's Contract
21 Manager and CONSULTANT's Contract Manager. Time extensions may be allowed for delays
22 caused by SAFE, other governmental agencies or factors not directly brought about by the negligence
23 or lack of due care on the part of CONSULTANT.

24 **11. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

25 CONSULTANT shall maintain books, records, documents, reports and other materials
26 developed under this Agreement as follows:

27 **11.1.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
28 canceled checks, and other records relating to CONSULTANT's charges for services or expenditures

1 and disbursements charged to SAFE for a minimum period of three (3) years, or for any longer period
2 required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

3 **11.2.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate
4 performance under this Agreement for a minimum period of five (5) years, or for any longer period
5 required by law, from the date of termination or completion of this Agreement.

6 **11.3.** Any records or documents required to be maintained by CONSULTANT pursuant to
7 this Agreement shall be made available to SAFE for inspection or audit at any time during
8 CONSULTANT's regular business hours provided that SAFE provides CONSULTANT with seven
9 (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to SAFE, be
10 provided to SAFE for inspection at CONSULTANT's address indicated for receipt of notices under
11 this Agreement.

12 **12. SUSPENSION OF AGREEMENT.**

13 SAFE's Contract Manager shall have the authority to suspend this Agreement, in whole or in
14 part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of
15 CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the
16 compensation due and payable to the date of suspension.

17 **13. TERMINATION.**

18 SAFE retains the right to terminate this Agreement for any reason by notifying
19 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due
20 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of
21 CONSULTANT, SAFE shall be obligated to compensate CONSULTANT only for that portion of
22 CONSULTANT's services which are of benefit to SAFE. Said compensation is to be arrived at by
23 mutual agreement between SAFE and CONSULTANT; should the Parties fail to agree on said
24 compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be
25 binding upon the Parties.

26 **14. INSPECTION.**

27 CONSULTANT shall furnish SAFE with every reasonable opportunity for SAFE to ascertain
28 that the services of CONSULTANT are being performed in accordance with the requirements and

1 intentions of this Agreement. All work done and materials furnished, if any, shall be subject to SAFE's
2 Contract Manager's inspection and approval. The inspection of such work shall not relieve
3 CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

4 **15. OWNERSHIP OF MATERIALS.**

5 All original drawings, videotapes, studies, sketches, computations, reports, information, data
6 and other materials given to or prepared or assembled by or in the possession of CONSULTANT
7 pursuant to this Agreement shall become the permanent property of SAFE and shall be delivered to
8 SAFE upon demand, whether or not completed, and shall not be made available to any individual or
9 organization without the prior written approval of SAFE.

10 **16. INTEREST OF CONSULTANT.**

11 **16.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
12 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with
13 the performance of the services hereunder.

14 **16.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-
15 contractor or person having such an interest shall be employed.

16 **16.3.** CONSULTANT certifies that no one who has or will have any financial interest under
17 this Agreement is an officer or employee of SAFE.

18 **17. INDEMNIFICATION.**

19 **17.1.** CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend,
20 protect and hold SAFE and its representatives, officers, directors, designees, employees, successors
21 and assigns harmless from any and all claims, expenses, liabilities, losses, causes of actions, demands,
22 losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever
23 arising out of or in connection with CONSULTANT's negligent acts and omissions or willful
24 misconduct under this Agreement ("Claims"), whether or not arising from the passive negligence of
25 SAFE, but does not include Claims that are the result of the negligence or willful misconduct of SAFE.

26 **17.2.** CONSULTANT agrees to defend with counsel acceptable to SAFE, indemnify and hold
27 SAFE harmless from all Claims, including but not limited to:

28 //////////////

1 **17.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
2 sickness or disease or death to persons including but not limited to SAFE's representatives, officers,
3 directors, designees, employees, agents, successors and assigns, subcontractors and other third parties
4 and/or damage to property of anyone (including loss of use thereof) arising out of CONSULTANT's
5 negligent performance of, or willful misconduct surrounding, any of the terms contained in this
6 Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts
7 CONSULTANT may be liable;

8 **17.2.2.** Liability arising from injuries to CONSULTANT and/or any of
9 CONSULTANT's employees or agents arising out of CONSULTANT's negligent performance of, or
10 willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or
11 indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

12 **17.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
13 regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful
14 misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or
15 anyone for whose acts CONSULTANT may be liable;

16 **17.2.4.** Infringement of any patent rights which may be brought against SAFE arising
17 out of CONSULTANT's work;

18 **17.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,
19 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of
20 employees; and

21 **17.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this
22 Agreement.

23 **17.3.** These indemnification provisions shall extend to Claims occurring after this Agreement
24 is terminated, as well as while it is in force.

25 **18. INDEPENDENT CONTRACTOR.**

26 In all situations and circumstances arising out of the terms and conditions of this Agreement,
27 CONSULTANT is an independent contractor, and as an independent contractor, the following shall
28 apply:

1 **18.1.** CONSULTANT is not an employee or agent of SAFE and is only responsible for the
2 requirements and results specified by this Agreement or any other agreement.

3 **18.2.** CONSULTANT shall be responsible to SAFE only for the requirements and results
4 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
5 to SAFE's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
6 the requirements of this Agreement.

7 **18.3.** CONSULTANT is not, and shall not be, entitled to receive from, or through, SAFE, and
8 SAFE shall not provide, or be obligated to provide, CONSULTANT with Workers' Compensation
9 coverage or any other type of employment or worker insurance or benefit coverage required or
10 provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of
11 SAFE.

12 **18.4.** CONSULTANT shall not be entitled to have SAFE withhold or pay, and SAFE shall
13 not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security
14 Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity,
15 or disability program required or provided by any Federal, State or local law or regulation.

16 **18.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or
17 make any claim against any SAFE fringe benefit program, including, but not limited to, SAFE's
18 pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit
19 program, plan, or coverage designated for, provided to, or offered to SAFE's employees.

20 **18.6.** SAFE shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
21 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

22 **18.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
23 and conduct itself as an independent contractor, not as an employee of SAFE.

24 **18.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,
25 bind or obligate SAFE in any way without the written consent of SAFE.

26 **19. INSURANCE.**

27 **19.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain,
28 during the entire term of this Agreement and any extended term therefore, insurance in a sum

1 acceptable to SAFE and adequate to cover potential liabilities arising in connection with the
2 performance of this Agreement and in any event not less than the minimum limit set forth in the
3 “Minimum Insurance Amounts” attachment to the Plans and Specifications (**Exhibit “A”**) which are
4 incorporated as if set forth fully herein.

5 **19.2. Special Insurance Requirements.** All insurance required shall:

6 **19.2.1.** Be procured from California admitted insurers (licensed to do business in
7 California) with a current rating by Best’s Key Rating Guide, acceptable to SAFE. A rating of at least
8 A-VII shall be acceptable to SAFE; lesser ratings must be approved in writing by SAFE.

9 **19.2.2.** Be primary coverage as respects SAFE and any insurance or self-insurance
10 maintained by SAFE shall be in excess of CONSULTANT’s insurance coverage and shall not
11 contribute to it.

12 **19.2.3.** Name SAFE and its officers, employees, and volunteers as additional insured on
13 all policies, except Workers’ Compensation insurance, employer’s liability insurance and errors &
14 omissions insurance, and provide that SAFE may recover for any loss suffered by SAFE due to
15 CONSULTANT’s negligence.

16 **19.2.4.** State that it is primary insurance and regards SAFE as an additional insured and
17 contains a cross-liability or severability of interest clause.

18 **19.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty
19 (30) days written notice has been given to SAFE. CONSULTANT may not terminate such coverage
20 until it provides SAFE with proof that equal or better insurance has been secured and is in place.
21 Cancellation or change without prior written consent of SAFE shall, at the option of SAFE, be grounds
22 for termination of this Agreement.

23 **19.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
24 original execution, SAFE may, at its sole discretion, require an increase to liability insurance to the
25 level then customary in similar SAFE agreements by giving sixty (60) days notice to CONSULTANT.

26 **19.3. Additional Insurance Requirements.**

27 **19.3.1.** SAFE is to be notified immediately of all insurance claims. SAFE is also to be
28 notified if any aggregate insurance limit is exceeded.

1 **19.3.2.** The comprehensive or commercial general liability shall contain a provision of
2 endorsements stating that such insurance:

3 **a.** Includes contractual liability;

4 **b.** Does not contain any exclusions as to loss or damage to property caused by
5 explosion or resulting from collapse of buildings or structures or damage to property underground,
6 commonly referred to by insurers as the “XCU Hazards;”

7 **c.** Does not contain a “pro rata” provision which looks to limit the insurer’s
8 liability to the total proportion that its policy limits bear to the total coverage available to the insured;

9 **d.** Does not contain an “excess only” clause which require the exhaustion of other
10 insurance prior to providing coverage;

11 **e.** Does not contain an “escape clause” which extinguishes the insurer’s liability if
12 the loss is covered by other insurance;

13 **f.** Includes SAFE as an additional insured.

14 **g.** States that it is primary insurance and regards SAFE as an additional insured and
15 contains a cross-liability or severability of interest clause.
16

17 **19.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any
18 insurance policy required by this Agreement, CONSULTANT shall, if requested by SAFE, provide
19 SAFE satisfactory evidence that insurance policy premiums have been paid together with a duplicate
20 copy of the policy or a certificate evidencing the policy and executed by the insurance company
21 issuing the policy or its authorized agent.

22 **19.5. Certificates of Insurance.**

23 CONSULTANT agrees to provide SAFE with the following insurance documents on or before
24 the effective date of this Agreement:

25 **19.5.1.** Complete copies of certificates of insurance for all required coverages including
26 additional insured endorsements shall be attached hereto as **Exhibit “C”** and incorporated herein.

27 **19.5.2.** The documents enumerated in this Paragraph shall be sent to the following:

28 //////////////

County of Imperial
Department of Public Works
155 South 11th Street
El Centro, CA 92243

1
2
3 **19.6. Additional Insurance.** Nothing in this, or any other provision of this Agreement, shall
4 be construed to preclude CONSULTANT from obtaining and maintaining any additional insurance
5 policies in addition to those required pursuant to this Agreement.

6 **20. PREVAILING WAGE.**

7 **20.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within
8 the meaning of California Labor Code §1720 shall cause CONSULTANT, and its sub-consultants, to
9 comply with the provisions of California Labor Code §§1775 *et seq.*

10 **20.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at THE
11 Imperial County Department of Public Works and available to CONSULTANT and any other
12 interested party upon request. CONSULTANT shall post copies of the prevailing wage rate of per
13 diem wages at the Project site.

14 **20.3.** CONSULTANT hereby acknowledges and agrees to the following:

15 **20.3.1.** CONSULTANT has reviewed and agrees to comply with the provisions of
16 Labor Code §1776 regarding retention and inspection of payroll records and noncompliance penalties;
17 and

18 **20.3.2.** CONSULTANT has reviewed and agrees to comply with the provisions of
19 Labor Code §1777.5 regarding employment of registered apprentices; and

20 **20.3.3.** CONSULTANT has reviewed and agrees to comply with the provisions of
21 Labor Code §1810 regarding the legal day’s work; and

22 **20.3.4.** CONSULTANT has reviewed and agrees to comply with the provisions of
23 Labor Code §1813 regarding forfeiture for violations of the maximum hours per day and per week
24 provisions contained in the same chapter.

25 **20.3.5** CONSULTANT has reviewed and agrees to comply with any applicable
26 provisions for those Projects subject to Department of Industrial Relations (“DIR”) monitoring and
27 enforcement of prevailing wages. SAFE hereby notifies CONSULTANT that CONSULTANT is
28 responsible for complying with the requirements of Senate Bill 854 (“SB 854”) regarding certified

1 payroll record reporting. Further information concerning the requirements of SB 854 is available on
2 the DIR website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

3 **21. APPRENTICESHIP REQUIREMENTS.**

4 **21.1.** CONSULTANT agrees to comply with §§1777.5, 1777.6 and 1777.7 of the California
5 Labor Code relating to the employment of apprentices and to provide SAFE with copies of any
6 contract award information and verified statements of the journeyman and apprentice hours performed
7 pursuant to this Agreement as required by §1777.5(e). The responsibility for compliance with these
8 provisions is fixed with CONTRACTOR for all apprenticeable occupations, where journeymen in the
9 craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5)
10 journeymen (unless an exemption is granted in accordance with §1777.5) and CONSULTANT and its
11 subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices
12 on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex,
13 or age, except as provided in California Labor Code §3077. Only apprentices, as defined in California
14 Labor Code §3077, who are in training under apprenticeship standards and who have signed written
15 apprentice agreements will be employed on public works in apprenticeable occupations. This section
16 shall not be enforced if the not-to-exceed amount of this Agreement set forth and/or incorporated in
17 Paragraph 7 (“COMPENSATION”) is less than thirty thousand dollars (\$30,000).

18 **21.2.** If the Project falls within the jurisdiction of California Labor Code §1777.5, SAFE
19 shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship
20 Standards. In addition, SAFE shall notify the Division of Apprenticeship Standards of a finding of any
21 discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

22 **22. WORKERS' COMPENSATION CERTIFICATION.**

23 **22.1.** Prior to the commencement of work, CONSULTANT shall sign and file with SAFE the
24 following certification: “I am aware of the provisions of California Labor Code §§3700 *et seq.* which
25 require every employer to be insured against liability for Workers’ Compensation or to undertake self-
26 insurance in accordance with the provisions of that code, and I will comply with such provisions
27 before commencing the performance of the work of this contract.”

28 //////////////

1 **22.2.** This certification is included in this Agreement and signature of the Agreement shall
2 constitute signing and filing of the certificate.

3 **22.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire
4 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning
5 work on the Project.

6 **22.4.** If CONSULTANT has no employees, initial here: _____.

7 **23. ASSIGNMENT.**

8 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
9 CONSULTANT without the prior written consent of SAFE. CONSULTANT may employ other
10 specialists to perform services as required with prior approval by SAFE.

11 **24. NON-DISCRIMINATION.**

12 During the performance of this Agreement, CONSULTANT and its subcontractors shall not
13 unlawfully discriminate, harass or allow harassment against any employee or applicant for
14 employment because of sex, race, color, ancestry, religious creed, national origin, physical disability
15 (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital
16 status, military and veteran status and denial of family care leave. CONSULTANT and its
17 subcontractors shall insure that the evaluation and treatment of their employees and applicants for
18 employment are free from such discrimination and harassment. CONSULTANT and its subcontractors
19 shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §§12990 (a-f)
20 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title
21 2, §§7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission
22 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
23 California Code of Regulations, are incorporated into this Agreement by reference and made a part
24 hereof as if set forth in full. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29
25 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set
26 forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under
27 this clause to labor organizations with which they have a collective bargaining or other agreement.
28 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all

1 subcontracts to perform work under this Agreement.

2 **25. NOTICES AND REPORTS.**

3 **25.1.** Any notice and reports under this Agreement shall be in writing and may be given by
4 personal delivery or by mailing by certified mail, addressed as follows:

5 **SAFE**

6 Director of Public Works
7 155 South 11th Street
8 El Centro, CA 92243

CONSULTANT

CASE Systems, Inc.
5 Goddard
Irvine, CA 92618

8 **25.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
9 two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an
10 overnight carrier.

11 **25.3.** The addressees and addresses for purposes of this paragraph may be changed to any
12 other addressee and address by giving written notice of such change. Unless and until written notice of
13 change of addressee and/or address is delivered in the manner provided in this paragraph, the addressee
14 and address set forth in this Agreement shall continue in effect for all purposes hereunder.

15 **26. ENTIRE AGREEMENT.**

16 This Agreement contains the entire Agreement between SAFE and CONSULTANT relating to
17 the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
18 understandings, provisions, negotiations, representations, or statements, either written or oral.

19 **27. MODIFICATION.**

20 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
21 unless the same is in writing and signed by both Parties.

22 **28. CAPTIONS.**

23 Captions in this Agreement are inserted for convenience of reference only and do not define,
24 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

25 **29. PARTIAL INVALIDITY.**

26 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
27 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
28 impaired or invalidated in any way.

1 **30. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

2 As used in this Agreement and whenever required by the context thereof, each number, both
3 singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT
4 as used in this Agreement or in any other document referred to in or made a part of this Agreement
5 shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or
6 person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative
7 capacity or any other entity. All covenants herein contained on the part of CONSULTANT shall be
8 joint and several if more than one person, firm or entity executes the Agreement.

9 **31. WAIVER.**

10 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
11 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
12 the same or any other covenant or condition.

13 **32. CHOICE OF LAW.**

14 This Agreement shall be governed by the laws of the State of California. This Agreement is
15 made and entered into in Imperial County, California. Any action brought by either party with respect
16 to this Agreement shall be brought in a court of competent jurisdiction within said county.

17 **33. AUTHORITY.**

18 **33.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
19 warrants that:

20 **33.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
21 CONSULTANT;

22 **33.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
23 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

24 **33.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

25 **33.2.** CONSULTANT shall deliver to SAFE evidence acceptable to SAFE of the foregoing
26 within thirty (30) days of execution of this Agreement.

27 //////////////

28 //////////////

1 **34. COUNTERPARTS.**

2 This Agreement (as well as any amendments hereto) may be executed in any number of
3 counterparts, each of which when executed shall be an original, and all of which together shall
4 constitute one and the same agreement. No counterparts shall be effective until all Parties have
5 executed a counterpart hereof.

6 **35. REVIEW OF AGREEMENT TERMS.**

7 **35.1.** Each Party has received independent legal advice from its attorneys with respect to the
8 advisability of making the representations, warranties, covenants and agreements provided for herein,
9 and with respect to the advisability of executing this Agreement.

10 **35.2.** Each Party represents and warrants to and covenants with the other Party that:

11 **35.2.1.** This Agreement in its reduction to final written form is a result of extensive
12 good faith negotiations between the Parties and/or their respective legal counsel;

13 **35.2.2.** The Parties and their legal counsel have carefully reviewed and examined this
14 Agreement for execution by said Parties; and

15 **35.3.** Any statute or rule of construction that ambiguities are to be resolved against the
16 drafting party shall not be employed in the interpretation of this Agreement.

17 **36. NON-APPROPRIATION.**

18 This Agreement is based upon the availability of public funding. In the event that public funds
19 are unavailable and not appropriated for the performance of the services set forth in this Agreement,
20 the Agreement shall be terminated without penalty after written notice to CONSULTANT of the
21 unavailability and/or non-appropriation of funds.

22 //////////////

23 //////////////

24 //////////////

25 //////////////

26 //////////////

27 //////////////

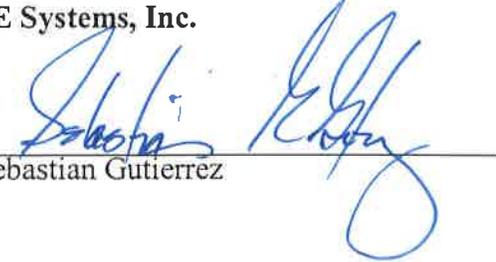
28 //////////////

1 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
2 above written.

3
4 **Imperial County Service Authority**
5 **For Freeway Emergencies**

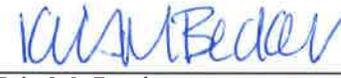
6 By: 
7 William S. Brunet, Executive Director

CASE Systems, Inc.

By: 
Sebastian Gutierrez

8 **APPROVED AS TO FORM:**

9 Katherine Turner,
10 County Counsel

11 By: 
12 Kris M. Becker,
13 Deputy County Counsel

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

**IMPERIAL COUNTY SERVICE AUTHORITY FOR
FREEWAY EMERGENCIES (SAFE)**

**Request for Proposals for Preventive and Corrective
Maintenance of Call Boxes on Interstate 8 and State
Route 86 in Imperial County**

Released February 25, 2016

**Proposal Submission Deadline is
Thursday, March 17, 2016 at 4:00 p.m.**

**Requested by:
William S. Brunet
SAFE Executive Director**

**Imperial County SAFE
155 South 11th Street
El Centro, California 92243
Phone: (442) 265-1818
Fax: (442) 265-1858**

February 25, 2016

**Prepared by: C. Rowin
Administrative Analyst II**

Table of Contents

	<u>Page</u>
I. Purpose and Background.....	1
II. Scope of Work.....	2
III. Responsibilities of SAFE.....	3
IV. Proposal Content and Information.....	3
V. Evaluation of Proposals.....	5
Attachment A - Sample Proposal Evaluation Form	
Attachment B - Sample Consultant Agreement and Insurance Requirements	
Attachment C - List of Call Box Locations	

IMPERIAL COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

Request for Proposals for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County

February 25, 2016

I. PURPOSE AND BACKGROUND

The Imperial County Service Authority for Freeway Emergencies (SAFE) is requesting proposals from qualified and experienced professionals to perform year-round maintenance, repairs, installation and other related field services as necessary to ensure proper functioning and ADA compliance of the call box system in Imperial County. Imperial County SAFE's call box program currently provides a system of 166 call boxes, 118 of which are located along Interstate 8, from the San Diego County Line to the Arizona State Line. The remaining 48 call boxes are located on State Route 86 going west from the Brawley City Limits to the Riverside County Line. The locations of current call boxes are shown in Attachment C.

The Imperial County Transportation Commission (ICTC) is the designated Regional Transportation Planning Agency (RTPA), and also serves as the SAFE for the region. The ICTC Board of Directors is comprised of representatives of the seven incorporated Cities (Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, and Westmorland) and the County of Imperial. SAFE responsibilities include administering and implementing the roadside call box program.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the Imperial County Service Authority for Freeway Emergencies, hereinafter referred to as "SAFE", and the consultant entity is hereinafter referred to as "Consultant". The contract will be for a five-year term beginning upon contract approval by SAFE, and ending five years thereafter.

The contract will be regulated according to the provisions of all applicable federal, state and local laws and ordinances. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775.

No contractor or subcontractor may be listed on a bid proposal for a public works project, and no contractor or subcontractor may be awarded a contract for a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Consultant's Department of Industrial Relations registration number must be included within the proposal in response to this RFP.

To be eligible to submit a proposal, a firm must have:

- A. An established call box maintenance system to record and track call box repairs and other archived data. The same system must also communicate with each call box in the Imperial County system for diagnostic checks and reporting of issues.
- B. A currently employed day-to-day lead technician must be designated as responsible for communicating issues with the SAFE project manager. The technician must have at least five (5) years of experience maintaining roadside equipment with similar technology, of which three (3) years must be in maintaining a call box system.

- C. A valid California State Contractor's license, Classification "A", "C7" or C10".
- D. Current registration with the California Department of Industrial Relations.
- E. Knowledge of and experience with the latest edition of the CHP/Caltrans Call Box and Motorist Aid Guidelines.
- F. Knowledge of and experience with the Americans with Disabilities Act of 1990, current Guidelines for Accessible Public Rights-of-Way and current Pedestrian Accessibility Guidelines for Highway Projects.
- G. Knowledge of and experience in determination of placement of call boxes.

Proposed Schedule of Events

Issue Request for Proposal	February 25, 2016
Proposals due	March 17, 2016
Consultant Selection	April 2016
SAFE Awards Contract	May 2016
Notice to Proceed	June 1, 2016

II. SCOPE OF WORK

The scope of work is to provide the necessary call box maintenance and repair services to the Imperial County SAFE in accordance with all provisions within this RFP. Consultant will perform the following services:

1. Furnish all tools, equipment, apparatus, facilities, labor, parts and materials and perform all work necessary to repair and maintain the call boxes on Imperial County freeways and highways in good, clean operating condition. All replacement equipment, parts and materials furnished shall be compatible with and of quality equal to or better than the equipment, parts and materials originally installed; or equipment, parts and materials approved by Imperial County SAFE.
2. Conduct preventive maintenance to the call boxes at least two (2) times per year at approximately six (6) month intervals as necessary to keep them in good, clean operable condition. Preventive maintenance shall include, but might not be limited to:
 - a. Necessary cleaning of call box housings, inspection and anti-corrosion treatment of external electrical connections associated with solar panels and antenna transmission lines;
 - b. Necessary inspection and replacement of call box weather tight seals and electrical penetration points for solar power panels;
 - c. Checking solar panels;
 - d. Operational checking of call box controls and system operational sequence;
 - e. Checking outer door, handset and illumination for proper operation; and
 - f. Cleaning of the site, including but not limited to the removal of weeds, trash, debris and accumulated sedimentation on or within two (2) feet of the call box pad.
3. Provide corrective maintenance to the call boxes to ensure that any inoperable equipment is repaired within two (2) days. The two (2) day period shall begin at the time Consultant is made aware of a malfunction.

4. Subsequent to becoming aware, determine the cause for the call box being out of service, and whether it is due to damage to or failure of the call box; take the necessary action to restore the call box to a good operating condition. Consultant shall repair call box parts, components and mountings as needed.
5. Install additional call boxes or relocate existing call boxes to new locations at SAFE's specific request. Consultant shall make all removed call boxes available for re-installation. Installation of additional call boxes shall include the furnishing of labor, material and equipment to place into operation a call box at the new location. Relocation of a call box shall include, but not be limited to, removing the call box and its mounting from its existing location and installing it at a new location as directed by SAFE.
6. Complete a job ticket for each service on each call box, including but not limited to arrival and departure times, work performed, and parts installed. Job ticket is to include photographs of any visible damage to the call box. Items needing attention which are the responsibility of persons other than consultants shall also be noted on a job ticket and reported to the appropriate agency by consultant during or at the end of each work day. The repair person shall complete and sign the job ticket prior to leaving the work site. Consultant shall provide all completed job tickets to SAFE on a monthly basis, to accompany the invoice(s) for services.
7. Maintain a complete, detailed and accurate summary in a form approved by SAFE, of each operation on each call box in the system and provide an up-to-date summary to SAFE monthly to accompany Consultant's monthly invoice to SAFE.
8. Furnish special reports to SAFE immediately upon discovering or becoming aware of the following:
 - a. Significant problems encountered and proposed solutions;
 - b. Variances from the original plan and responses taken or planned;
 - c. Anticipated problem areas and recommendations; and
 - d. Anticipated changes in key personnel.
9. Assume and discharge any and all of the conditions, obligations, and responsibilities under all encroachment permits issued to SAFE or Consultant by the California Department of Transportation for maintaining and repairing all call boxes. A copy of each of the current encroachment permits along with applicable conditions and specifications shall be provided to the Consultant.

III. RESPONSIBILITIES OF SAFE

1. SAFE will direct the development of the project, provide management oversight, and conduct administrative arrangements only.
2. SAFE will pay an agreed upon amount normally within 30 days after receipt of an invoice.

IV. PROPOSAL CONTENT AND INFORMATION

Proposal should be typed, organized and concise, yet comprehensive.

A. General Requirements

1. Provide a cover letter.
2. Provide the Department of Industrial Relations registration number for the Consultant and all Subconsultants.

3. State the interpretation of the work to be performed. State a positive commitment to perform the work in the required manner and time frame; include a basic summary; and demonstrate an understanding of the project. Provide a statement that the offer is valid for at least a ninety (90) day period.
4. Provide the name(s) of the primary and/or alternate individuals authorized to respond to this RFP. Include titles, addresses, e-mail, and phone numbers.
5. The Consultant is representing itself as a qualified professional in call box preventative and corrective maintenance; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, schedule, and additional content. SAFE will consider comments and recommendations; however is not required to select any of the recommendations or comments.

B. Table of Contents

Include a table of contents with identification of each section and page number.

C. Summary of Qualifications and Experience

1. State whether the firm is local, regional, national or international.
2. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.)
3. Give the location of the office from which work is anticipated to be done and the number of employees of the company.
4. Identify the qualifications and résumés of all individuals who will be associated with this service. Include professional registrations and affiliations.
6. Summarize specific experience and qualifications for similar and related work. Provide detailed knowledge and experience in working on projects that require adherence to federal and state labor compliance regulations. Describe the services previously performed in call box preventative and corrective maintenance work. List at least three (3) references with contact information.

D. Analysis of Effort/Methodology

1. Describe the approach for how the work will be performed. The proposal shall indicate any specific techniques or methodology to be utilized.
2. Indicate what participation, data and products will be requested from SAFE.
3. Indicate deliverables to be provided and when.

E. Cost and Fees

1. Develop costs and fees for the services requested. Proposal shall include separate cost proposals for (1) routine, preventative maintenance; and (2) excess repairs. Routine preventative maintenance will consist of a monthly flat rate per call box. Excess repairs cost will include an hourly labor rate, including all benefits and overhead. The costs for flat rate maintenance and excess repairs will be adjusted annually on the anniversary of the effective date of the agreement, by an amount equal to the percentage increase or decrease in the Consumer Price Index applicable for the Los Angeles area for the previous year. Parts shall be charged at the rate of the current California SAFE Universal Price List.
2. Costs and fees are to be submitted within the proposal, in a separate sealed envelope.

V. EVALUATION OF PROPOSALS

Sample evaluation criteria for proposals are attached for your information (Attachment A). SAFE will utilize a one-step selection process.

The Evaluations Committee will determine if qualifications are met in reviewing the proposals. Once the proposals are reviewed and the qualifications considered, recommendations will then be submitted to the Imperial County Service Authority for Freeway Emergencies (SAFE) for final selection.

The County reserves the right to select any consultant who is determined qualified and may not correlate to a number 1, number 2, or even number 3 originally ranked consultant. The County reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

Submit one (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a CD-ROM or USB thumb drive, of the proposal clearly titled: **Request for Proposals for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County.**

The cost and fee proposal is to be submitted within the proposal packet, in a separate sealed envelope.

The proposal shall be delivered in a sealed envelope addressed as follows, **no later than 4:00 P.M. on March 17, 2016:**

William S. Brunet, P.E.
Executive Director
Imperial County SAFE
Attn: Codie Rowin – Administrative Analyst II
155 S. 11th Street
El Centro, California 92243

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and seventy-two hours prior to the time proposals are due. Oral explanation or instructions shall not be considered binding on behalf of SAFE. Any modifications to this solicitation will be issued by SAFE as a written addendum. The RFP and all Addenda will be posted on the Imperial County Public Works website. It will be Consultant's responsibility to check the website for addenda and submit the signed acknowledgement with the proposal.

The County will not consider proposals received after the specified time and date. An amendment is considered a new proposal and will not be accepted after the specified time and date.

This RFP does not commit the SAFE to award a contract or pay any costs associated with the preparation of a proposal. SAFE reserves the right to cancel, in part or in its entirety, this solicitation should this be in SAFE's best interest.

Questions concerning the proposal should be directed to Codie Rowin, Administrative Analyst II, with the County of Imperial Department of Public Works at (442) 265-1818 or via electronic mail to codierowin@co.imperial.ca.us.

Attachment A- Sample Proposal Evaluation Form

PROPOSAL EVALUATION FORM

IMPERIAL COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

Request for Proposals for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County

Prepared February 3, 2016 by C. Rowin

DATE: _____

RATING POINTS:

EVALUATOR: _____

5 = excellent

RESPONDENT: _____

4 = good

3 = above average

PROJECT: _____

2 = average

1 = below average

0 = unsatisfactory

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED RATING
----------	---------------	---	--------	---	-----------------

A. Technical Approach

- | | | | | | |
|---|------|--|-------|--|-------|
| • Responsiveness & understanding of work to be done, i.e. scope of work | 0.20 | | _____ | | _____ |
| • Specific experience with similar call box preventative and corrective maintenance | 0.15 | | _____ | | _____ |

B. Project Management

- | | | | | | |
|---|------|--|-------|--|-------|
| • Capacity to perform the scope of work and the ability to respond in a timely manner | 0.15 | | _____ | | _____ |
| • Quality of staff based on recent experience | 0.15 | | _____ | | _____ |

C. References	0.10		_____		_____
---------------	------	--	-------	--	-------

D. Familiarity and/or specific experience with federal, state, and local government projects, including adherence to prevailing wage regulations	0.15		_____		_____
--	------	--	-------	--	-------

E. Overall quality of proposal, including qualifications and thoroughness.	0.10		_____		_____
--	------	--	-------	--	-------

Subtotal Score _____

F. Previous experience and performance working with County of Imperial Department of Public Works					_____
---	--	--	--	--	-------

(0 to -5)

Total Score _____

Note: Positive previous experience and no previous experience will constitute a score of zero (0). Negative experience points will be deducted from the overall score.

Comments

Attachment B - Sample Consultant Agreement and Insurance Requirements

SAMPLE

AGREEMENT FOR SERVICES

«Consultant_Business_Name»

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the _____ day of _____, 2015, by and between the County of Imperial, a political subdivision of the State of California, by and through its Department of Public Works (“COUNTY”) and «Consultant_Business_Name», «Consultant_Business_Type» (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

RECITALS

WHEREAS, COUNTY desires to retain a qualified individual, firm or business entity to provide «Contract_Services» for «Project_Name»; «Project_Number» (“Project”); and

WHEREAS, CONSULTANT represents that it is qualified and experienced to perform the services; and

WHEREAS, COUNTY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services for the Project on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, COUNTY and CONSULTANT have and hereby agree to the following:

1. DEFINITIONS.

1.1. “Request for Proposal” or “RFP” shall mean that document that describes the Project and project requirements to prospective bidders entitled, “«Name_of_RFP»,” dated «Date_of_RFP». The Request for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

1.2. “Proposal” shall mean CONSULTANT’s document entitled, “«Name_of_Proposal»,” dated «Date_of_Proposal» and submitted to COUNTY’s Department of Public Works. The Proposal is attached hereto as **Exhibit “B”** and incorporated herein by reference.

2. CONTRACT COORDINATION.

2.1. The Director of Public Works or his/her designee shall be the representative of COUNTY for all purposes under this Agreement. The Director of Public Works or his/her designee is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the progress and

1 execution of this Agreement.

2 **2.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for
3 the progress and execution of this Agreement. Should circumstances or conditions subsequent to the
4 execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager
5 designee shall be subject to the prior written acceptance and approval of COUNTY's Contract Manager.

6 **3. DESCRIPTION OF WORK.**

7 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with
8 the RFP and the Proposal, as set forth in **Exhibits "A" and "B."** In the event of a conflict amongst this
9 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this
10 Agreement shall take precedence over both.

11 **4. WORK TO BE PERFORMED BY CONSULTANT.**

12 **4.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
13 and this Agreement.

14 **4.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
15 performance of the obligations assumed by CONSULTANT hereunder.

16 **4.3.** CONSULTANT shall:

17 **4.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices
18 that may be necessary and incidental to the due and lawful prosecution of the services to be performed
19 by CONSULTANT under this agreement;

20 **4.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,
21 ordinances, regulations, orders and decrees which may affect those engaged or employed under this
22 Agreement;

23 **4.3.3.** At all times observe and comply with, and cause all of its employees to observe
24 and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

25 **4.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy
26 or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above
27 in relation to any plans, drawings, specifications or provisions of this Agreement.

28 **5. REPRESENTATIONS BY CONSULTANT.**

1 **5.1.** CONSULTANT understands and agrees that COUNTY has limited knowledge in the
2 multiple areas specified in the Proposal. CONSULTANT has represented itself to be an expert in these
3 fields and understands that COUNTY is relying upon such representation.

4 **5.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all required
5 licenses and authorities to do business in the State of California and perform all aspects of this
6 Agreement.

7 **5.3.** CONSULTANT shall not commence any work under this Agreement or provide any
8 other services, or materials, in connection therewith until CONSULTANT has received written
9 authorization from COUNTY's Contract manager to do so.

10 **5.4.** CONSULTANT represents and warrants that the people executing this Agreement on
11 behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
12 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

13 **5.5.** CONSULTANT represents and warrants that any employee, contractor and/or agent who
14 will be performing any of the duties and obligations of CONSULTANT herein possess all required
15 licenses and authorities, as well as the experience and training, to perform such tasks.

16 **5.6.** CONSULTANT represents and warrants that the allegations contained in the Proposal are
17 true and correct.

18 **5.7.** CONSULTANT understands that COUNTY considers the representations made herein
19 to be material and would not enter into this Agreement with CONSULTANT if such representations
20 were not made.

21 **5.8.** CONSULTANT understands and agrees not to discuss this Agreement or work
22 performed pursuant to this Agreement with anyone not a party to this Agreement without the prior
23 permission of COUNTY. CONSULTANT further agrees to immediately advise COUNTY of any
24 contacts or inquiries made by anyone not a party to this Agreement with respect to work performed
25 pursuant to this Agreement.

26 **5.9.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
27 diligence review of its files and advise COUNTY of any conflict or potential conflict CONSULTANT
28 may have with respect to the work requested.

1 **5.10.** CONSULTANT understands and agrees that in the course of performance of this
2 Agreement CONSULTANT may be provided with information or data considered by the owner or the
3 COUNTY to be confidential. COUNTY shall clearly identify such information and/or data as
4 confidential. CONSULTANT shall take all necessary steps necessary to maintain such confidentiality
5 including but not limited to restricting the dissemination of all material received to those required to
6 have such data in order for CONSULTANT to perform under this Agreement.

7 **5.11.** CONSULTANT represents that the personnel dedicated to this project as identified in
8 CONSULTANT's Proposal, will be the people to perform the tasks identified therein. CONSULTANT
9 will not substitute other personnel or engage any contractors to work on any tasks identified herein
10 without prior written notice to COUNTY.

11 **6. TERM OF AGREEMENT.**

12 This Agreement shall commence on the date first written above and shall remain in effect until
13 the services provided as outlined in Paragraph 3, ("DESCRIPTION OF WORK"), have been
14 completed, unless otherwise terminated as provided for in this Agreement.

15 **7. COMPENSATION.**

16 **7.1.** The total compensation payable under this Agreement shall not exceed
17 «Cost of Original Contract», unless otherwise previously agreed to in writing by COUNTY.

18 **7.2.** The fee for any additional services required by COUNTY will be computed either on a
19 negotiated lump sum basis or upon actual hours and expenses incurred by CONSULTANT and based
20 on CONSULTANT's current standard rates as set forth in the Proposal. Additional services or costs
21 will not be paid without a prior written agreement between the Parties.

22 **7.3.** Except as provided under paragraph 7.1 and 7.2, COUNTY shall not be responsible to
23 pay CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of expenses or
24 other remuneration.

25 **8. PAYMENT.**

26 **8.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit**
27 **"A."** COUNTY shall pay CONSULTANT for completed and approved services upon presentation of its
28 itemized billing.

1 **8.2.** COUNTY shall have the right to retain five percent (5%) of the total of amount of each
2 invoice, not to exceed five percent (5%) of the total compensation amount of the completed project.
3 “Completion of the Project” is when the work to be performed has been completed in accordance with this
4 Agreement, as determined by COUNTY, and all subcontractors, if any, have been paid in full by
5 CONSULTANT. Upon completion of the Project CONSULTANT shall bill COUNTY the retention for
6 payment by COUNTY.

7 **9. METHOD OF PAYMENT.**

8 CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to
9 COUNTY a written claim for compensation for services performed. The claim shall be in a format
10 approved by COUNTY. No payment shall be made by COUNTY prior to the claims being approved in
11 writing by COUNTY’s Contract Manager or his/her designee. CONSULTANT may expect to receive
12 payment within a reasonable time thereafter and in any event in the normal course of business within
13 thirty (30) days after the claim is submitted.

14 **10. TIME FOR COMPLETION OF THE WORK.**

15 The Parties agree that time is of the essence in the performance of this Agreement. Program
16 scheduling shall be as described in Exhibits unless revisions are approved by both COUNTY’s
17 Contract Manager and CONSULTANT’s Contract Manager. Time extensions may be allowed for
18 delays caused by COUNTY, other governmental agencies or factors not directly brought about by the
19 negligence or lack of due care on the part of CONSULTANT.

20 **11. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

21 CONSULTANT shall maintain books, records, documents, reports and other materials
22 developed under this Agreement as follows:

23 **11.1.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
24 canceled checks, and other records relating to CONSULTANT’s charges for services or expenditures
25 and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer
26 period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

27 **11.2.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate
28 performance under this Agreement for a minimum period of five (5) years, or for any longer period

1 required by law, from the date of termination or completion of this Agreement.

2 **11.3.** Any records or documents required to be maintained by CONSULTANT pursuant to
3 this Agreement shall be made available to COUNTY for inspection or audit at any time during
4 CONSULTANT's regular business hours provided that COUNTY provides CONSULTANT with
5 seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to
6 COUNTY, be provided to COUNTY for inspection at CONSULTANT's address indicated for receipt
7 of notices under this Agreement.

8 **12. SUSPENSION OF AGREEMENT.**

9 COUNTY's Contract Manager shall have the authority to suspend this Agreement, in whole or
10 in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part
11 of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the
12 compensation due and payable to the date of suspension.

13 **13. TERMINATION.**

14 COUNTY retains the right to terminate this Agreement for any reason by notifying
15 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due
16 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of
17 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of
18 CONSULTANT's services which are of benefit to COUNTY. Said compensation is to be arrived at by
19 mutual agreement between COUNTY and CONSULTANT; should the parties fail to agree on said
20 compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be
21 binding upon the parties.

22 **14. INSPECTION.**

23 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to
24 ascertain that the services of CONSULTANT are being performed in accordance with the requirements
25 and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to
26 COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not
27 relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

28 **15. OWNERSHIP OF MATERIALS.**

1 All original drawings, videotapes, studies, sketches, computations, reports, information, data
2 and other materials given to or prepared or assembled by or in the possession of CONSULTANT
3 pursuant to this Agreement shall become the permanent property of COUNTY and shall be delivered
4 to COUNTY upon demand, whether or not completed, and shall not be made available to any
5 individual or organization without the prior written approval of COUNTY.

6 **16. INTEREST OF CONSULTANT.**

7 **16.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
8 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with
9 the performance of the services hereunder.

10 **16.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-
11 contractor or person having such an interest shall be employed.

12 **16.3.** CONSULTANT certifies that no one who has or will have any financial interest under
13 this Agreement is an officer or employee of COUNTY.

14 **17. INDEMNIFICATION.**

15 **17.1.** CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend,
16 protect and hold COUNTY and its representatives, officers, directors, designees, employees,
17 successors and assigns harmless from any and all claims, expenses, liabilities, losses, causes of actions,
18 demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature
19 whatsoever arising out of or in connection with CONSULTANT's negligent acts and omissions or
20 willful misconduct under this Agreement ("Claims"), whether or not arising from the passive
21 negligence of COUNTY, but does not include Claims that are the result of the negligence or willful
22 misconduct of COUNTY.

23 **17.2.** CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and
24 hold COUNTY harmless from all Claims, including but not limited to:

25 **17.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
26 sickness or disease or death to persons including but not limited to COUNTY's representatives,
27 officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third
28 parties and/or damage to property of anyone (including loss of use thereof) arising out of

1 CONSULTANT's negligent performance of, or willful misconduct surrounding, any of the terms
2 contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone
3 for whose acts CONSULTANT may be liable;

4 **17.2.2.** Liability arising from injuries to CONSULTANT and/or any of
5 CONSULTANT's employees or agents arising out of CONSULTANT's negligent performance of, or
6 willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or
7 indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

8 **17.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
9 regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful
10 misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or
11 anyone for whose acts CONSULTANT may be liable;

12 **17.2.4.** Infringement of any patent rights which may be brought against COUNTY
13 arising out of CONSULTANT's work;

14 **17.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,
15 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of
16 employees; and

17 **17.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this
18 Agreement.

19 **17.3.** These indemnification provisions shall extend to Claims occurring after this Agreement
20 is terminated, as well as while it is in force.

21 **18. INDEPENDENT CONTRACTOR.**

22 In all situations and circumstances arising out of the terms and conditions of this Agreement,
23 CONSULTANT is an independent contractor, and as an independent contractor, the following shall
24 apply:

25 **18.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for
26 the requirements and results specified by this Agreement or any other agreement.

27 **18.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and results
28 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject

1 to COUNTY's control with respect to the physical actions or activities of CONSULTANT in
2 fulfillment of the requirements of this Agreement.

3 **18.3.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
4 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Workers'
5 Compensation coverage or any other type of employment or worker insurance or benefit coverage
6 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an
7 employee of COUNTY.

8 **18.4.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
9 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social
10 Security Old Age Pension Program, Social Security Disability Program, or any other type of pension,
11 annuity, or disability program required or provided by any Federal, State or local law or regulation.

12 **18.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or
13 make any claim against any COUNTY fringe program, including, but not limited to, COUNTY's
14 pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit
15 program, plan, or coverage designated for, provided to, or offered to COUNTY's employees.

16 **18.6.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State,
17 or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

18 **18.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
19 and conduct itself as an independent contractor, not as an employee of COUNTY.

20 **18.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,
21 bind or obligate COUNTY in any way without the written consent of COUNTY.

22 **19. INSURANCE.**

23 **19.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain,
24 during the entire term of this Agreement and any extended term therefore, insurance in a sum
25 acceptable to COUNTY and adequate to cover potential liabilities arising in connection with the
26 performance of this Agreement and in any event not less than the minimum limit set forth in the
27 "Minimum Insurance Amounts" attachment to the Plans and Specifications (**Exhibit A**) which are
28 incorporated as if set forth fully herein.

1 **19.2. Special Insurance Requirements.** All insurance required shall:

2 **19.2.1.** Be procured from California admitted insurers (licensed to do business in
3 California) with a current rating by Best's Key Rating Guide, acceptable to COUNTY. A rating of at
4 least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.

5 **19.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
6 maintained by COUNTY shall be in excess of CONSULTANT's insurance coverage and shall not
7 contribute to it.

8 **19.2.3.** Name The Imperial County Department of Public Works and the County of
9 Imperial and their officers, employees, and volunteers as additional insured on all policies, except
10 Workers' Compensation insurance and Errors & Omissions insurance, and provide that COUNTY may
11 recover for any loss suffered by COUNTY due to CONSULTANT's negligence.

12 **19.2.4.** State that it is primary insurance and regards COUNTY as an additional insured
13 and contains a cross-liability or severability of interest clause.

14 **19.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty
15 (30) days written notice has been given to COUNTY. CONSULTANT may not terminate such
16 coverage until it provides COUNTY with proof that equal or better insurance has been secured and is
17 in place. Cancellation or change without prior written consent of COUNTY shall, at the option of
18 COUNTY, be grounds for termination of this Agreement.

19 **19.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
20 original execution, COUNTY may, at its sole discretion, require an increase to liability insurance to the
21 level then customary in similar COUNTY Agreements by giving sixty (60) days notice to
22 CONSULTANT.

23 **19.3. Additional Insurance Requirements.**

24 **19.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is
25 also to be notified if any aggregate insurance limit is exceeded.

26 **19.3.2.** The comprehensive or commercial general liability shall contain a provision of
27 endorsements stating that such insurance:
28

County of Imperial
Department of Public Works
155 South 11th Street
El Centro, CA 92243

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

19.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONSULTANT from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

20. PREVAILING WAGE.

20.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

20.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at COUNTY’s Department of Public Works and available to CONSULTANT and any other interested party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at the Project site.

20.3. CONSULTANT hereby acknowledges and stipulates to the following:

20.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties; and

20.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; and

20.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1810 regarding the legal day’s work; and

20.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

20.3.5 CONSULTANT has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONSULTANT that CONSULTANT is

1 responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll
2 record reporting. Further information concerning the requirements of SB854 is available on the DIR
3 website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

4 **21. WORKERS' COMPENSATION CERTIFICATION.**

5 **21.1.** Prior to the commencement of work, CONSULTANT shall sign and file with
6 COUNTY the following certification: "I am aware of the provisions of California Labor Code §§3700
7 et seq. which require every employer to be insured against liability for workers' compensation or to
8 undertake self-insurance in accordance with the provisions of that code, and I will comply with such
9 provisions before commencing the performance of the work of this contract."

10 **21.2.** This certification is included in this Agreement and signature of the Agreement shall
11 constitute signing and filing of the certificate.

12 **21.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire
13 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning
14 work on the Project.

15 **21.4.** If CONSULTANT has no employees, initial here: _____.

16 **22. ASSIGNMENT.**

17 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
18 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other
19 specialists to perform services as required with prior approval by COUNTY.

20 **23. NON-DISCRIMINATION.**

21 During the performance of this Agreement, CONSULTANT and its subcontractors shall not
22 unlawfully discriminate, harass or allow harassment against any employee or applicant for
23 employment because of sex, race, color, ancestry, religious creed, national origin, physical disability
24 (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital
25 status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the
26 evaluation and treatment of their employees and applicants for employment are free from such
27 discrimination and harassment. CONSULTANT and its subcontractors shall comply with the
28 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the

1 applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
2 The applicable regulations of the Fair Employment and Housing Commission implementing
3 Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code
4 of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth
5 in full. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are
6 incorporated into this Agreement by reference and made a part hereof as if set forth in full.
7 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause
8 to labor organizations with which they have a collective bargaining or other agreement.
9 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
10 subcontracts to perform work under this Agreement.

11 **24. NOTICES AND REPORTS.**

12 **24.1.** Any notice and reports under this Agreement shall be in writing and may be given by
13 personal delivery or by mailing by certified mail, addressed as follows:

14 **COUNTY**

15 Director of Public Works
16 155 South 11th Street
17 El Centro, CA 92243

17 County of Imperial
18 Clerk of the Board of Supervisors
19 940 W. Main Street, Suite 209
20 El Centro, CA 92243

CONSULTANT

«Consultant_Business_Name»
«Consultant_Street_Address»
«Consultant_City_State»

21 **24.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
22 two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an
23 overnight carrier.

24 **24.3.** The addressees and addresses for purposes of this paragraph may be changed to any
25 other addressee and address by giving written notice of such change. Unless and until written notice of
26 change of addressee and/or address is delivered in the manner provided in this paragraph, the addressee
27 and address set forth in this Agreement shall continue in effect for all purposes hereunder.

28 **25. ENTIRE AGREEMENT.**

This Agreement contains the entire Agreement between COUNTY and CONSULTANT

1 relating to the transactions contemplated hereby and supersedes all prior or contemporaneous
2 agreements, understandings, provisions, negotiations, representations, or statements, either written or
3 oral.

4 **26. MODIFICATION.**

5 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
6 unless the same is in writing and signed by both Parties.

7 **27. CAPTIONS.**

8 Captions in this Agreement are inserted for convenience of reference only and do not define,
9 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

10 **28. PARTIAL INVALIDITY.**

11 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
12 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
13 impaired or invalidated in any way.

14 **29. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

15 As used in this Agreement and whenever required by the context thereof, each number, both
16 singular and plural, shall include all numbers, and each gender shall include a gender.
17 CONSULTANT as used in this Agreement or in any other document referred to in or made a part of
18 this Agreement shall likewise include the singular and the plural, a corporation, a partnership,
19 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any
20 other representative capacity or any other entity. All covenants herein contained on the part of
21 CONSULTANT shall be joint and several if more than one person, firm or entity executes the
22 Agreement.

23 **30. WAIVER.**

24 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
25 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
26 the same or any other covenant or condition.

27 **31. CHOICE OF LAW.**

28 This Agreement shall be governed by the laws of the State of California. This Agreement is

1 made and entered into in Imperial County, California. Any action brought by either party with respect
2 to this agreement shall be brought in a court of competent jurisdiction within said County.

3 **32. AUTHORITY.**

4 **32.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
5 warrants that:

6 **32.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
7 CONSULTANT;

8 **32.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
9 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

10 **32.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

11 **32.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
12 foregoing within thirty (30) days of execution of this Agreement.

13 **33. COUNTERPARTS.**

14 This Agreement (as well as any amendments hereto) may be executed in any number of
15 counterparts, each of which when executed shall be an original, and all of which together shall
16 constitute one and the same Agreement. No counterparts shall be effective until all Parties have
17 executed a counterpart hereof.

18 **34. REVIEW OF AGREEMENT TERMS.**

19 **34.1.** Each Party has received independent legal advice from its attorneys with respect to the
20 advisability of making the representations, warranties, covenants and agreements provided for herein,
21 and with respect to the advisability of executing this Agreement.

22 **34.2.** Each Party represents and warrants to and covenants with the other Party that:

23 **34.2.1.** This Agreement in its reduction to final written form is a result of extensive
24 good faith negotiations between the Parties and/or their respective legal counsel;

25 **34.2.2.** The Parties and their legal counsel have carefully reviewed and examined this
26 Agreement for execution by said Parties; and

27 **34.3.** Any statute or rule of construction that ambiguities are to be resolved against the
28 drafting party shall not be employed in the interpretation of this Agreement.

1 **35. NON-APPROPRIATION.**

2 This Agreement is based upon the availability of public funding. In the event that public funds
3 are unavailable and not appropriated for the performance of the services set forth in this Agreement,
4 the Agreement shall be terminated without penalty after written notice to CONSULTANT of the
5 unavailability and/or non-appropriation of funds.

6 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
7 above written.

8
9 **County of Imperial**

«Consultant_Business_Name»

10
11 By: _____
12 Ryan E. Kelley, Chairman
13 Imperial County Board of Supervisors

By: _____
«Consultant_Name_for_Signature»

14 **ATTEST:**

15
16 _____
17 Blanca Acosta, Clerk of the Board,
18 County of Imperial, State of California

19 **APPROVED AS TO FORM:**

20 Katherine Turner,
21 County Counsel

22
23 By: _____
24 «CC_Attorney»,
«CC_Attorney_Title»

MINIMUM INSURANCE AMOUNTS

Consultant contract (Agreement for Services) form and content is included.

Insurance Minimum Amounts *

<u>Insurance</u>	<u>Minimum Limit</u> *
Errors & Omissions/Professional Liability	\$1 million per occurrence
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Commercial General Liability (Including Contractual Liability):	
Bodily Injury	\$1 million per occurrence \$2 million aggregate
Property Damage	\$1 million per occurrence \$2 million aggregate
Comprehensive Automobile Liability (Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence

An endorsement covering any explosion collapse and underground exposures, "XCU", in the Commercial General Liability policy is also required.

*Minimums subject to additional review after Consultant is selected.

Attachment C – List of Call Box Locations

Sign #	ANI	Mobile #	ESN	Location	Latitude	Longitude	Install Date	Solar	Pad	Site	Dispatch #	AddOn	Radio	Sign	Antenna	Status	PM Date
IP-086-224	2321	760-554-4837	354745-03-2	N/B 86 .4 Miles S/O Kalin Rd.	32.96750000	115.56700000	03/31/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-225	2322	760-554-4709	354745-03-2	S/B 86 .4 Miles S/O Kalin Rd.	32.96748333	115.56700000	04/06/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-240	2323	760-554-7538	354745-03-2	N/B 86 .2 Miles S/O Fredericks Rd.	33.00006667	115.58375000	04/06/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-241	2324	760-554-2909	354745-03-2	S/B 86 .2 Miles S/O Fredericks Rd.	32.98423333	115.58363333	04/06/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-260	2325	760-554-2328	354745-03-2	N/B 86 .6 Miles S/O Baughman Rd.	33.01710000	115.60028333	04/06/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-261	2326	760-592-3693	354745-0328	S/B 86 .6 Miles S/O Baughman Rd.	33.01708333	115.60031667	04/06/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-300	2327	760-592-3952	354745-03-2	N/B IP-086 100 ft. N/O Hoskins Rd.	33.03356667	115.65085000	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-301	2328	760-592-3953	354745-03-2	S/B IP-086 100 ft. S/O Hoskins Rd.	33.03355000	115.65083333	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-320	2329	760-592-3954	354745-03-2	N/B IP-086 .4 Miles N/O Buck Rd. / 2 Miles S/O Bannister Rd.	33.03360000	115.68421667	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-321	2330	760-592-3955	354745-03-2	S/B IP-086 .4 Miles N/O Buck Rd. / 2 Miles S/O Bannister Rd.	33.03356667	115.68421667	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-339	2331	760-554-3990	354745-0328	S/B IP-086 250 ft. N/O Bennister Rd.	33.05020000	115.71706667	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-340	2332	760-592-3959	354745-03-2	N/B IP-086 250 ft. N/O Bennister Rd.	33.05025000	115.71708333	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-360	2333	760592-3957	354745-03-2	N/B IP-086 .5 Miles S/O Poe Rd.	33.06726667	115.73395000	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-361	2334	760592-3956	354745-03-2	S/B IP-086 .5 Miles S/O Poe Rd.	33.06725000	115.73396667	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-380	2335	760-592-3723	354745-03-2	N/B IP-086 3.1 Miles N/O Allen Rd. / .3 Miles N/O Barth Rd.	33.08385000	115.76713333	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-381	2336	760-592-3967	354745-03-2	S/B IP-086 3.1 Miles N/O Allen Rd. / .3 Miles N/O Barth Rd.	33.08383333	115.76715000	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-400	2337	760-554-4186	354745-03-2	N/B IP-086 1.1 Miles N/O Allen Rd. / 2.4 S/O SR-78	33.10026667	115.80031667	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-401	2338	760-554-2401	354745-03-2	S/B IP-086 1.1 Miles N/O Allen Rd. / 2.4 S/O SR-78	33.10023333	115.80031667	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-420	2339	760-554-3453	354745-03-2	N/B IP-086 1.4 Miles S/O SR-78	33.11027800	115.83972200	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	

IP-086-421	2340	760-592-3965	354745-03-2	S/B IP-086 1.4 Miles S/O SR-78	33.10972200	115.83944400	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-440	2341	760-592-3966	354745-03-2	N/B IP-086 .4 Miles N/O SR-78	33.13166700	115.85750000	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-441	2342	760-592-3968	354745-03-2	S/B IP-086 .4 Miles N/O SR-78	33.13138900	115.85777800	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-460	2343	760-592-3971	354745-03-2	N/B IP-086 2.4 miles N/O SR-78	33.15944400	115.86944400	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-461	2344	760-592-3972	354745-03-2	S/B IP-086 2.4 Miles N/O SR-78	33.15916700	115.87000000	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-480	2345	760-592-3973	354745-03-2	N/B IP-086 4.4 Miles N/O SR-78.	33.17972200	115.89250000	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-481	2346	760-592-3964	354745-03-2	S/B IP-086 4.4 Miles N/O SR-78	33.17944400	115.89277800	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-500	2347	760-592-3963	354745-03-2	N/B IP-086 4 Miles S/O Air Park Dr.	33.20305600	115.91166700	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-501	2348	760-592-3980	354745-03-2	S/B IP-086 4 Miles S/O Air Park Dr.	33.20277800	115.91166700	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-520	2349	760-592-3981	354745-03-2	N/B IP-086 2 Miles S/O Air Park Dr.	33.22916700	115.92500000	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-521	2350	760-592-3984	354745-03-2	S/B IP-086 2 Miles S/O Air Park Dr.	33.22916700	115.92527800	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-539	2351	760-592-3985	354745-03-2	S/B 86 100ft S/O Air Park Dr.	33.25066667	115.93950000	04/05/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-540	2352	760-592-39IP	354745-03-2	N/B IP-086 100 ft. N/O Air Park Dr.	33.25020000	115.93401667	04/05/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-560	2353	760-592-3987	354745-03-2	N/B IP-086 .1 Miles S/O Borrego Salton Sea Way	33.27972200	115.96444400	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-561	2354	760-592-3988	354745-03-2	S/B IP-086 .1 Miles S/O Borrego Salton Sea Way	33.27750000	115.96333300	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-580	2355	760-592-3989	354745-03-2	N/B IP-086 100 ft. N/O Marina Dr.	33.30333300	115.98194400	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-581	2356	760-592-3983	354745-03-2	S/B IP-086 100 ft. S/O Marina Dr.	33.30222200	115.98138900	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-600	2357	760-592-3962	354745-03-2	N/B IP-086 100 ft. N/O Treadwell Rd.	33.32777800	116.00027800	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-601	2358	760-592-3961	354745-03-2	S/B IP-086 100 ft. S/O Treadwell Rd.	33.32694400	115.99972200	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Fiberglass	Maxrad Dual Band	Active	
IP-086-620	2359	760-592-3993	354745-03-2	N/B IP-086 .3 Miles S/O Norm Niver Rd. / 1.7 Miles S/O Brawley A	33.35194400	116.01666700	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Fiberglass	Maxrad Dual Band	Active	

IP-086-621	2360	760-592-3994	354745-03-2	S/B IP-086 .3 Miles S/O Norm Niver Rd. / 1.7 Miles S/O Brawley A	33.35194400	116.01694400	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Fiberglass	Maxrad Dual Band	Active	
IP-086-640	2361	760-592-3995	354745-03-2	N/B IP-086 .3 Miles N/O Brawley Ave. / 2 Miles S/O Monterey Ave.	33.37888900	116.02861100	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Fiberglass	Maxrad Dual Band	Active	
IP-086-641	2362	760-592-3996	354745-03-2	S/B IP-086 .3 Miles N/O Brawley Ave. / 2 Miles S/O Monterey Ave.	33.37861100	116.02888900	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Fiberglass	Maxrad Dual Band	Active	
IP-086-659	2363	760-592-3997	354745-03-2	S/B IP-086 250 ft. S/O Monterey Ave.	33.40111100	116.04500000	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Fiberglass	Maxrad Dual Band	Active	
IP-086-660	2364	760-592-3998	354745-03-2	N/B IP-086 250 ft. N/O Monterey Ave.	33.40583300	116.04583300	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Fiberglass	Maxrad Dual Band	Active	
IP-086-678	2365	760-592-3999	354745-03-2	N/B IP-086 250 ft. S/O County Line/IP-086th Ave.	33.42555600	116.05888900	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Fiberglass	Maxrad Dual Band	Active	
IP-086-679	2366	760-595-5063	354745-03-2	S/B IP-086 250 ft. S/O County Line/IP-086th Ave.	33.42527800	116.05916700	04/12/11	20W 6pin	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Fiberglass	Maxrad Dual Band	Active	
IP-8-013	2201	760-554-4733	010257-00-1	W/B 8 1.3 MI E/O COUNTY LINE	116.10098333	32.66048333	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-014	2202	760-554-4732	010258-00-0	E/B 8 1.4 MI W/O COUNTY LINE	116.10066667	32.66100000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/01/11
IP-8-022	2203	760-554-4311	010257-00-1	E/B 8 2.2 MI E/O COUNTY LINE	116.10066667	32.66916667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/01/11
IP-8-023	2204	760-554-4209	010258-00-0	W/B 8 1 MI W/O MOUNTAIN SPRINGS RD	116.10766667	32.67466667	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-031	2205	760-554-4357	010258-00-0	W/B 8 .3 MI W/O MOUNTAIN SPRINGS RD	116.09831667	32.67900000	01/28/00	7W 6PIN	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-034	2206	760-554-1771	010258-00-0	E/B 8 .6 MI E/O MOUNTAIN SPRINGS RD	116.09581667	32.67366667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/01/11
IP-8-037	2207	760-554-5534	010258-00-0	W/B 8 1 MI E/O MOUNTAIN SPRINGS RD	116.09131667	32.68431667	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-041	2208	760-554-5594	010258-00-0	W/B 8 AT DEVILS CANYON BRIDGE	116.09131667	32.68916667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-044	2209	760-554-5755	010258-00-0	E/B 8 .2 MI E/O TRUCK RAMP END	116.07881667	32.67881667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Corner	Active	06/01/11
IP-8-047	2210	760-554-6149	010258-00-0	W/B 8 5.2 MI W/O SR-98	116.08400000	32.69631667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Corner	Active	06/01/11
IP-8-053	2211	760-554-6177	010258-00-0	W/B 8 4.7 MI W/O SR-98	116.07566667	32.70250000	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/01/11
IP-8-057	2212	760-554-6690	010258-00-0	W/B 8 4.2 MI W/O SR-98	116.06881667	32.70481667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Yagi-850	Active	06/01/11
IP-8-060	2213	760-554-6691	010258-00-0	E/B 8 3.6 MI W/O SR-98	116.06416667	32.68950000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Yagi-850	Active	06/01/11

IP-8-067	2214	760-554-6692	010258-00-0	W/B 8 3.1 MI W/O SR-98	116.06831667	32.71500000	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/01/11
IP-8-073	2215	760-554-6693	010258-00-0	W/B 8 2.6 W/O SR-98	116.06850000	32.72416667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Yagi-850	Active	06/01/11
IP-8-076	2217	760-554-6698	010258-00-0	E/B 8 1.9 MI W/O SR-98	116.05346667	32.71266667	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Yagi-850	Active	06/01/11
IP-8-081	2216	760-554-6689	010258-00-0	W/B 8 2.2 MI W/O SR-98	116.05531667	32.72916667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Yagi-Dual Band	Active	06/01/11
IP-8-091	2218	760-554-6720	010258-00-0	W/B 8 1.2 MI W/O SR-98	116.04200000	32.72531667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/01/11
IP-8-100	2219	760-554-6685	010257-00-1	E/B AT SR-98	116.02246667	32.72696667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/01/11
IP-8-101	2220	760-554-6747	010258-00-0	W/B 8 AT SR-98	116.02466667	32.72716667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Yagi-850	Active	06/01/11
IP-8-115	2221	760-554-6754	010258-00-0	W/B .3 MI W/O IMPERIAL HWY	116.00166667	32.73296667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-116	2222	760-554-6756	010258-00-0	E/B 8 .3 MI W/O IMPERIAL HWY	116.00050000	32.73266667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-133	2224	760-554-6683	010258-00-0	W/B 8 1.5 MI E/O IMPERIAL HWY	115.97216667	32.73966667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-134	2223	760-554-6764	010258-00-0	E/B 8 1.5 MI E/O IMPERIAL HWY	115.97181667	32.73931667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-152	2225	760-554-6763	010258-00-0	E/B 8 3 MI E/O IMPERIAL HWY	115.94100000	32.74566667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-153	2226	760-554-6771	010258-00-0	W/B 8 3 MI E/O IMPERIAL HWY	115.94116667	32.74616667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-170	2227	760-554-6775	010258-00-0	E/B 8 4.5 MI E/O IMPERIAL HWY	115.90931667	32.75000000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-171	2228	760-554-6779	010258-00-0	W/B 8 4.5 MI E/O IMPERIAL HWY	115.90966667	32.75050000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-193	2230	760-554-6770	010258-00-0	W/B 8 4.4 MI W/O DUNAWAY RD	115.86846667	32.75666667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-194	2229	760-554-6668	010258-00-0	E/B 8 4.4 MI W/O DUNAWAY RD	115.86846667	32.75616667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-217	2231	760-554-6808	010258-00-0	W/B 8 1.7 MI W/O DUNAWAY RD.	115.82781667	32.76366667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-218	2232	760-554-6824	010258-00-0	E/B 8 1.7 MI W/O DUNAWAY RD	115.76316667	32.76316667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-240	2233	760-554-6826	010258-00-0	E/B 8 .6 MI E/O DUNAWAY RD	115.79166667	32.77046667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11

IP-8-241	2234	760-554-6823	010258-00-0	W/B 8 .6 MI E/O DUNAWAY RD	115.79181667	32.77100000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-260	2235	760-554-6827	010258-00-0	E/B 8 4.5 MI E/O DREW RD	115.75766667	32.77300000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-261	2236	760-554-6849	010258-00-0	E/B 8 4.5 MI E/O DREW RD	115.75781667	32.77331667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-280	2237	760-554-3276	010258-00-0	E/B 8 2 MI E/O DREW RD	115.72366667	32.77381667	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Corner	Active	06/03/11
IP-8-281	2238	760-554-3279	010257-00-1	W/B 8 2 MI E/O DREW RD	115.72350000	32.77416667	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-300	2239	760-554-6852	358244-01-0	E/B 8 AT DREW RD	115.68916670	32.77383330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-301	2240	760-554-6856	010258-00-0	W/B 8 AT DREW RD	115.68916670	32.77416670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-320	2241	760-554-6865	010258-00-0	E/B 8 2 MI W/O FORRESTER RD	115.65483330	32.77383330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-321	2242	760-554-3445	354745-03-1	W/B 8 2 MI W/O FORRESTER RD	115.65533330	32.77416670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-330	2243	760-554-6860	010258-00-0	E/B 8 1 MI W/O FORRESTER RD	115.63766670	32.77366670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-331	2244	760-554-6888	010258-00-0	W/B 8 1 MI W/O FORRESTER RD	115.63766670	32.77400000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/07/11
IP-8-340	2245	760-554-6894	010258-00-0	E/B 8 AT FORRESTER RD	115.61983330	32.77366670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-341	2246	760-554-6895	354745-03-1	W/B 8 AT FORRESTER RD	115.61983330	32.77416670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-350	2247	760-56897	010258-00-0	E/B 8 1 MI E/O FORRESTER RD	115.60350000	32.77383330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-351	2248	760-554-6919	010258-00-0	W/B 8 1 MI E/O FORRESTER RD	115.60350000	32.77416670	01/28/00	20W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-360	2249	760-554-6902	010258-00-0	E/B 8 1 MI W/O IMPERIAL AVE	115.58616670	32.77383330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-361	2250	760-554-6922	010258-00-0	W/B 8 1 MI W/O IMPERIAL AVE	115.58616670	32.77416670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-370	2251	760-554-6925	010258-00-0	E/B 8 AT IMPERIAL AVE.	115.56750000	32.77366670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-371	2252	760-554-6920	354745-03-1	W/B 8 AT IMPERIAL AVE	115.56733330	32.77400000	01/28/00	20W 6pin	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-380	2253	760-554-6937	010258-00-0	E/B 8 .8 MI W/O DOGWOOD RD	115.54950000	32.77366670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11

IP-8-381	2254	760-554-6960	010258-00-0	W/B 8 .8 MI W/O DOGWOOD RD	115.54983330	32.77400000	01/28/00	7W 6PIN	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-390	2255	760-554-6982	354745-03-1	E/B 8 AT DOGWOOD RD			01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-391	2256	760-554-6980	010258-00-0	W/B 8 AT DOGWOOD RD	115.53400000	32.77400000	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-400	2257	760-554-6996	010258-00-0	E/B 8 1 MI W/O SR-111	115.51716670	32.77366670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-401	2258	760-554-6991	010258-00-0	W/B 8 1 MI W/O SR-111	115.51716670	32.77400000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-410	2259	760-554-6993	010258-00-0	E/B 8 AT SR-111	115.49933330	32.77366670	01/28/00	7W 6PIN	No Pad	L	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-411	2260	760-554-7006	355632-00-1	W/B 8 AT SR-111	115.49933330	32.77400000	01/28/00	7W 6PIN	No Pad	L	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-420	2261	760-554-7032	010257-00-1	E/B 8 1 MI E/O SR-111	115.48300000	32.77350000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/03/11
IP-8-421	2262	760-554-7051	010258-00-0	W/B 8 1 MI E/O SR-111	115.47331670	32.77383330	01/28/00	20W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-430	2263	760-554-7077	010258-00-0	E/B 8 .5 MI W/O BOWKER RD	115.46566670	32.77350000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-431	2264	760-554-7046	010258-00-0	W/B 8 .5 MI W/O BOWKER RD	115.46583330	32.77383330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-440	2265	760-554-7064	010258-00-0	E/B 8 1.5 MI W/O BOWKER RD	115.44866670	32.77333330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-441	2266	760-554-7090	010258-00-0	W/B 8 1.5 MI W/O BOWKER RD	115.44866670	32.77366670	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-450	2267	760-554-7096	010258-00-0	E/B 8 2.5 MI E/O BOWKER RD	115.43150000	32.77333330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Fiber Glass	Maxrad Dual Band	Active	06/02/11
IP-8-451	2268	760-554-7085	010258-00-0	W/B 8 2.5 MI E/O BOWKER RD	115.43133330	32.77366670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-460	2269	760-554-7097	010258-00-0	E/B 8 1.5 MI E/O BOWKER RD	115.41433330	32.77333330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-461	2270	760-554-7088	010257-00-1	W/B 8 1.5 MI E/O BOWKER RD	115.41433330	32.77366670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-470	2271	760-554-7111	010258-00-0	E/B 8 1.2 MI W/O ORCHARD RD	115.39716670	32.77316670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-471	2272	760-554-7259	010258-00-0	W/B 8 1.2 W/O ORCHARD RD	115.39700000	32.77350000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-482	2273	760-554-7285	010258-00-0	E/B 8 .3 MI E/O ORCHARD RD	115.37366670	32.77316670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11

IP-8-483	2274	760-554-7289	010258-00-0	W/B 8 .3 MI E/O ORCHARD RD	115.37366670	32.77350000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-500	2275	760-554-7292	010258-00-0	E/B 8 .5 MI W/O BONDS CORNER RD	115.34566670	32.77316670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-501	2276	760-554-7278	010258-00-0	W/B 8 .5 MI W/O BONDS CORNER RD	115.34566670	32.77350000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-520	2277	760-554-7295	010258-00-0	E/B 8 1.5 MI W/O JUNCTION-115	115.31133330	32.77316670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-521	2278	760-554-7303	010258-00-0	W/B 8 1.5 MI W/O JUNCTION-115	115.31116670	32.77350000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-540	2279	760-554-7320	010258-00-0	E/B 8 .5 MI E/O JUNCTION-115	115.27800000	32.76933330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-541	2280	760-554-7325	010258-00-0	W/B 8 .5 MI E/O JUNCTION-115	115.27800000	32.76983330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-560	2281	760-554-7336	358244-01-3	E/B 8 2.5 MI E/O JUNCTION-115	115.00243500	32.75950000	01/28/00	20W 6pin	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-561	2282	760-554-7339	010258-00-0	W/B 8 2.5 MI E/O JUNCTION-115	115.24616670	32.75983330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-580	2283	760-554-7346	010258-00-0	E/B 8 4.5 MI E/O JUNCTION-115	115.21400000	32.74933330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-581	2284	760-554-7347	010258-00-0	W/B 4.5 MI E/O JUNCTION-115	115.21400000	32.75000000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-600	2285	760-554-7350	010258-00-0	E/B 8 6.5 MI E/O JUNCTION-115	115.18183330	32.73933330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-601	2286	760-554-7352	010258-00-0	W/B 8 6.5 MI E/O JUNCTION-115	115.18183330	32.74000000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-620	2287	760-554-7357	010258-00-0	E/B 8 3.5 MI W/O SR-98 EAST	115.14950000	32.72950000	01/28/00	20W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-621	2288	760-554-7359	010258-00-0	W/B 8 3.5 MI W/O SR-98 EAST	115.14950000	32.73000000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-640	2289	760-554-7361	010258-00-0	E/B 8 1.5 MI W/O SR-98 EAST	115.11716670	32.71933330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-641	2290	760-554-7580	010258-00-0	W/B 8 1.5 MI W/O SR-98 EAST	115.11700000	32.71983330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-658	2291	760-554-7368	010258-00-0	E/B 8 AT SR-98 EAST	115.09116670	32.71100000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-659	2292	760-554-7375	010258-00-0	W/B 8 AT SR-98 EAST	115.08716670	32.71016670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-680	2293	760-554-7389	010258-00-0	E/B 8 .8 MI W/O BROCK RESEARCH CENTER RD	115.05116670	32.70766670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11

IP-8-681	2294	760-554-7391	354745-03-0	W/B 8 .8 MI W/O BROCK RESEARCH CENTER RD	115.05133330	32.70816670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-700	2295	760-554-7399	010258-00-0	E/B 8 1.2 MI E/O BROCK RESEARCH CENTER RD	115.01666670	32.70766670	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-701	2296	760-554-7402	358244-01-9	W/B 8 1.2 MI E/O BROCK RESEARCH CENTER RD	115.01700000	32.70816670	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-720	2297	760-554-7406	010258-00-0	E/B 8 1.5 MI W/O GORDONS WELL RD	114.98233330	32.70833330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-721	2298	760-554-7412	010258-00-0	W/B 8 1.5 MI W/O GORDONS WELL RD	114.98250000	32.70833330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-740	2299	760-554-7414	010258-00-0	E/B 8 .5 MI E/O GORDONS WELL RD	114.94816670	32.70850000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-741	2300	760-554-7426	010258-00-0	W/B 8 .5 MI E/O GORDONS WELLS RD	114.94833330	32.70900000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-782	2301	760-554-7432	354745-03-1	E/B 8 2.5 MI E/O GORDONS WELL RD.	114.91716670	32.71866670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-783	2302	760-554-7446	010258-00-0	W/B 8 2.5 MI E/O GORDONS WELL RD	114.91750000	32.71883330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-801	2304	760-554-7451	010258-00-0	"W/B 8 .2 MI W/O GRAYS WELL RD, @ REST AREA"	114.89083330	32.73766670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-802	2303	760-554-7452	010258-00-0	"E/B 8 .2 MI W/O GRAYS WELL RD, @ REST AREA"	114.89066670	32.73666670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Yagi-850	Active	06/02/11
IP-8-820	2305	760-554-7458	010258-00-0	E/B 8 1.5 MI E/O GRAYS WELL RD	114.86516670	32.75183330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-821	2306	760-554-0822	010258-00-0	W/B 8 1.5 MI E/O GRAYS WELL RD	114.86616670	32.75166670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-840	2307	760-554-0878	010257-00-1	E/B 8 AT OGILBY RD	114.83500000	32.76000000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-841	2308	760-554-0716	354745-03-1	W/B 8 AT OGILBY RD	114.83516670	32.76050000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-860	2309	760-554-7353	358244-01-9	E/B 8 2 MI E/O OGILBY RD	114.80000000	32.75416670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Fiber Glass	Maxrad Dual Band	Active	06/02/11
IP-8-861	2310	760-554-7370	010258-00-0	W/B 8 2 MI E/O OGILBY RD	114.80016670	32.75466670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-880	2311	760-554-7376	010258-00-0	E/B 8 .3 MI SIDEWINDER RD	114.76650000	32.74833330	01/28/00	10W 6pin	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-881	2312	760-554-7486	010258-00-0	W/B 8 .3 MI W/O SIDEWINDER RD	114.76700000	32.74883330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-900	2313	760-554-7495	010258-00-0	E/B 8 .7 MI W/O ALGODONES RD	114.73266670	32.74500000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11

IP-8-901	2314	760-554-7499	010258-00-0	W/B 8 .7 MI W/O ALGODONES RD	114.73216670	32.74516670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Fiber Glass	Maxrad Dual Band	Active	06/02/11
IP-8-920	2315	760-554-7513	010258-00-0	E/B 8 1 MI E/O ALGODONES RD	114.69900000	32.74716670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-921	2316	760-554-7520	358244-01-9	W/B 8 1 MI E/O ALGODONES RD	114.69916670	32.74750000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Fiber Glass	Maxrad Dual Band	Active	06/02/11
IP-8-940	2317	760-554-7525	010258-00-0	E/B 8 2.7 MI W/O WINTERHAVEN DR.	114.66716670	32.73833330	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Fiber Glass	Maxrad Dual Band	Active	06/02/11
IP-8-941	2318	760-554-7526	010258-00-0	W/B 8 2.7 MI W/O WINTERHAVEN DR	114.66683330	32.73866670	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Engineering Grade	Maxrad Dual Band	Active	06/02/11
IP-8-960	2319	760-554-7529	010258-00-0	E/B 8 .7 MI W/O WINTERHAVEN DR.	114.63450000	32.73350000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	GSM GT-48	Fiber Glass	Maxrad Dual Band	Active	06/02/11
IP-8-961	2320	760-554-7534	354745-03-1	W/B 8 .7 MI W/O WINTERHAVEN DR	114.63550000	32.73400000	01/28/00	7W 6PIN	No Pad	M	760-482-2504	TTY ILL	Seim TC-65	Engineering Grade	Maxrad Dual Band	Active	06/02/11

EXHIBIT “B”

Preventive and Corrective Maintenance of Call Boxes on Interstate

8 and State Route 86 in Imperial County

Proposal submitted: Thursday March 17, 2016, 4:00 p.m.

Prepared for:



Imperial County Service Authority for Freeway Emergencies (SAFE)

ATTN: William S. Brunet
SAFE Executive Director
155 South 11th Street
El Centro, CA 92243



Prepared by:

CASE Systems Inc.

5 Goddard
Irvine, CA 92618
Phone: (949) 988-7500
Fax: (949) 988-7520

CASE Systems Inc. Authorized Negotiators:

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
Sebastian Gutierrez	President	(949) 988-7501
Chrisann Lawson	Vice President	(949) 988-7504

Proprietary Notice

Any information contained in this document marked as "proprietary" is the property of CASE Systems Inc. This information is intended for use in evaluating the technical approach and shall not be used or disseminated in whole or in CASE for any other purpose without the express written consent of CASE Systems Inc. Systems Inc unless required by law or court order. The proprietary marking may appear anywhere on a single page and refers to any information contained on that page. Any pages not marked are considered free for publication.

1. Cover Letter

Imperial County SAFE

ATT: Mr. William S. Brunet
SAFE Executive Director
155 South 11th Street
El Centro, CA 92243

Dear Mr. Brunet,

CASE Systems Inc (CASE) is pleased to submit a response to the **Request for Proposals for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County.**

We have reviewed the scope of work to be performed and understand that Imperial County SAFE (SAFE) is seeking a qualified contractor to provide the material and labor necessary to repair and maintain the 166 emergency call boxes along Interstate 8 and State Route 86 in order to keep them in good, clean operating condition.

CASE is the current maintenance contractor for the Imperial County call box system. We have performed the maintenance services described in the contract since 2008 when CASE Systems Inc was created and assumed the contract from our predecessor, Comarco Wireless. Currently, CASE maintains 16 of the 19 SAFE call box programs and we supply maintenance parts for all of the SAFE call box systems in California and for many customers nationwide. We are confident we can perform the work required in the contract expertly and within the timeframe required.

CASE has an established office in Kearny Mesa, San Diego where our two technicians perform the daily operations of maintaining the Imperial County and SANDAG call box systems. The office is equipped with a maintenance computer, repair parts, tools and vehicles that allow them to perform their routine maintenance duties.

As the original manufacturer of the wireless, TTY call boxes used by the majority of the California SAFE agencies, CASE staff and field technicians have an unequalled investment in the product they represent. Ed Thompson, Regional Supervisor and technicians Gerardo Duarte and Greg Sullivan have the necessary experience required for filing encroachment permits and working within Caltran's right-of-way. We are familiar with the CHP/Caltrans Call Box and Motorist Aid Guidelines and installation of call boxes to meet ADA accessibility guidelines.

CASE Systems Inc. possesses a California "C7" (low voltage) license and is a LA Metro certified Small Business Enterprise (SBE). Our Department of Industrial Relations Registration Number is: 1000015440 Dates; 7/28/2015-6/30/2016. We do not propose to use a subcontractor for any work on this project.

Sebastian Gutierrez, President and CEO and Chrisann Lawson, Vice President, are the contact persons during the period of proposal evaluation. Their offices are located at CASE Systems Inc. head office at 5 Goddard, Irvine, CA 92618.

This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The individuals named below are authorized to negotiate and contract with the Commission on behalf of CASE Systems Inc.:

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Sebastian Gutierrez	President	5 Goddard	949.988.7501	949.988.7520	sgutierrez@casesystemsinc.com
Chrisann Lawson	Vice President	Irvine, CA 92618	949.988.7504	949.988.7520	clawson@casesystemsinc.com

We look forward to the opportunity to work with Imperial County SAFE on this important project.

Sincerely,

Chrisann Lawson
Vice President
CASE Systems Inc.

B. Table of Contents:

1. **Cover Letter**..... 2
2. **Table of Contents**..... 4

C Summary of Qualifications and Experience 5

- (1) State whether the firm is local, regional national or international 5
- (2) Identify the owner(s) of the firm and legal status (sole proprietor, corporation) ... 5
- (3) Give the location of the office from which work is anticipated to be done and the number of employees of the company. 5
- (4) Identify the qualifications and résumés of all individuals who will be associated with this service. Include professional registrations and affiliations 6
- (5) Summarize specific knowledge, experience, and qualifications for similar and related projects. Describe the services previously performed in call box upgrade and installation. List at least 3 references with contact information 9

D. Analysis of Effort/Methodology 10

- (1) Describe the approach for how the work will be performed. The proposal shall indicate any specific techniques or methodology to be utilized 13
- (2) Indicate what participation, data and products will be requested from the Imperial County SAFE 18
- (3) Indicate deliverable to be provided and when..... 18

E. Cost and Fees

Cost and fees are to be submitted in a separate sealed envelope.

C. Summary of Qualifications and Experience:

State whether the firm is local, regional, national or international. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.). Give the location of the office from which work is anticipated to be done and the number of employees of the company. Summarize specific experience and qualifications for similar related work. Provide detailed knowledge and experience in working on projects that require adherence to federal and state labor compliance regulations. Describe the services previously performed in call box preventative and corrective maintenance work. List at least three (3) references with contact information.

(1) State whether the firm is local, regional national or international.

CASE Systems Inc. (CASE) is a privately held California Corporation formed in 2008 and is headquartered at 5 Goddard, Irvine, California 92618.

(2) Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.)

CASE is a licensed corporation privately owned and operated by Sebastian Gutierrez, President, and Amy Gutierrez, CFO.

(3) Give the location of the office from which work is anticipated to be done and the number of employees of the company.

CASE is the current maintenance contractor for the Imperial County call box system. Regional Supervisor Ed Thompson and technicians Gerardo Duarte and Greg Sullivan, conduct the daily maintenance tasks for the system from our San Diego office located at 8195 Ronson Rd. #D San Diego, CA. The office is equipped with tools, call box inventory and a maintenance system that records and tracks all call box repairs and related data. All work performed on the Imperial County upgrade project will be conducted from our San Diego facility. All administrative support for the project will be handled through the main office in Irvine.

Company-wide, CASE employs 34 full-time employees and leases additional call box service offices in the following counties in California: Ventura, Alameda, Los Angeles San Bernardino/Riverside, Kern, Sacramento and an office in New York.

All CASE field technicians are fully trained in all aspects of call box installation and service and can be called upon to support the Imperial call box project should it be needed to complete the upgrade within the specified timeframe. CASE staff at headquarters will provide the management, purchasing, engineering and accounting support for the project

(4) Following are the resumes of the experienced CASE employees who will provide the management, administrative and field activities associated with the upgrade of the system.

Sebastian Gutierrez, President and Owner

- Based at CASE headquarters; 5 Goddard, Irvine, CA 92618.
- Phone: 949-988-7501; email: sgutierrez@casesystemsinc.com
- Started with Comarco in 1996 as VP of Call Box Division
- In July 2008, he purchased the Call Box Division from Comarco and renamed it CASE Systems Inc.
- Mr. Gutierrez has overall responsibility for developing and maintaining all aspects of the business.
- Mr. Gutierrez holds a BSE from Princeton University and an MBA from the University of Southern California

Chrisann Lawson, Vice President

- Based at CASE headquarters; 5 Goddard, Irvine, CA 92618.
- Phone: 949-988-7504; email: clawson@casesystemsinc.com
- Formerly with Comarco Wireless and GTE Call box Divisions has over 20 years' experience in Call Box and the various aspects of business management.
- Planning and implementation of new projects and customer relationship maintenance.
- At CASE, she has continued her management role while assisting in new business development, sales and marketing, project planning, personnel management, and overall business operations.
- She holds a Communications degree from the University of Colorado and is responsible for managing the California and New York field offices.
- Works directly with the Operations Manager and Regional Supervisors to help ensure all activities associated with call box projects meet the contract requirements.

Steve Souter, Operations Manager

- Based at CASE headquarters; 5 Goddard, Irvine, 92618; Phone 949-988-7508; email: ssouter@casesystemsinc.com
- Steve is the newest member of the CASE Systems management team.
- Steve brings his vast experience in the traffic collection industry to us from National Data and Surveying Services (NDS).
- Most recently Steve has acted as Regional Director Orange County for NDS servicing the needs of OCTA.
- Over his 24 year career, he has managed thousands of projects for the California Department of Transportation (Caltrans), as well as cities and private clients throughout the state.
- Mr. Souter earned his BA in Business Administration from the University of LaVerne.

Ed Thompson, Regional Supervisor

- Based at CASE Colton Office: 328 E. Commerce Rd., San Bernardino, CA 92408; Phone: 909-799-8931; email: ethompson@casesystemsinc.com.
- Has worked in the Inland Empire since 1994 where he has supervised his staff in the daily maintenance activities of the Imperial, Riverside and San Bernardino callbox systems.
- He has 20 years of experience in all aspects of call box project management.
- Mr. Thompson's experience includes direct involvement in every system wide upgrade that has occurred in the history of SANBAG/RCTC systems. These include: analog to digital conversion, TTY upgrade and installation of ITS call boxes in San Bernardino and Riverside.
- He possesses a broad technical background that includes extensive knowledge of the Lexan call box product, installations, removals, corrective and preventive maintenance requirements and cellular troubleshooting techniques.
- Has established strong relationships over the years with SAFE partner agencies; AT&T, PCN Call answer contractor and CHP.
- Mr. Thompson has years of experience working with Caltrans, understands the ROW and permit process and is well versed on the ADA site accessibility requirements for installing call boxes to meet Caltrans and ADA guidelines.
- Mr. Thompson will be the designated Project Manager for the Imperial contract and will supervise the technicians in carrying out the tasks outlined in the contract.
- Mr. Thompson resides in San Bernardino County and has an AS Degree in Business Admin, AS Degree in Electronic Engineering Technology.

Gerardo Duarte - Field Technician 7+ Years in Call Box Services

- Mr. Duarte has a demonstrated command of the digital - TTY Call box system learned in the seven years he has been with CASE.
- His duties include planning and performing new installations, relocations and performing corrective and preventive maintenance to the Imperial and San Diego systems.
- Mr. Duarte is experienced in troubleshooting service alarms and making the appropriate repairs to ensure all call boxes are returned to service immediately.
- Mr. Duarte reports to the Regional Supervisor regarding the ongoing maintenance activities and will assist with the various upgrade duties associated with the Imperial system.
- Mr. Duarte installed the eight 3G upgrade kits to those call boxes in Imperial that experienced loss of 2G service.

Greg Sullivan-Field Technician 9 months in Call Box Services

- Mr. Sullivan is the newest technician to join the San Diego office team having joined CASE in April 2015.
- Mr. Sullivan is a master mechanic on heavy equipment with 40 years military and construction experience.
- He is experienced in troubleshooting call box service alarms and making the appropriate repairs to ensure all call boxes are returned to service.

- His job duties include performing knockdown repairs, new installations, relocations and performing corrective and preventive maintenance to the Imperial and San Diego call box systems.
- Mr. Sullivan is a retired decorated E6 Staff Sergeant US Army Reserve having served 23 years.
- Is OSHA certified on Construction Safety and Health, CPR/Basic First Aid and has experience working with Caltrans (ROW).

CASE recognizes this is a public works contract and will comply with the prevailing wage rates and their payment in accordance with California Labor Code Section 1775.

Related Experience and Qualifications. CASE adheres to prevailing wage regulations in all counties where our technicians perform call box installation and maintenance work.

CASE has a long history with the California SAFE statewide call box program. The majority of our employees have spent much of their work history with the call box programs while working for the early pioneers of the original product: GTE, Cubic, Comarco and CASE. Many of our employees average 20+ years direct experience in all aspects of product development, installation, maintenance and project management. Our long history spans from our involvement in the original call box design, to manufacturing and installing the majority of the SAFE statewide systems to manufacturing nearly every subsequent technology upgrade made to the systems over the years.

CASE is eligible to submit a proposal and meets the following requirements:

- A. CASE has an established Admin system called **Liftkeeper** that was designed to interface with the call box system. The system records and tracks call box repairs and preventive maintenance visits and archived data. The CASE maintenance center communicates with each call box for diagnostic alarm reports and reporting issues. The SAFE Project Manager will have access to the Liftkeeper database to view maintenance history.
- B. Ed Thompson will be the day to day project supervisor who will be responsible for communicating issues with the SAFE Manager. Ed has over 20 years' experience in call box management overseeing the San Bernardino and Riverside call box systems. He will supervise two technicians who will perform the daily field repairs and preventive maintenance services to the system.
- C. CASE performs maintenance services similar to those described in this contract for the following recently won SAFE contracts:
 - In 2014, we successfully engineered and released our first AT&T and Verizon Wireless lab certified 3G calling module. CASE engineered the radio upgrade kits in preparation of the AT&T 2G sunset scheduled for January 2017. In June 2015, CASE installed the first 3G CDMA upgrade kits in 7 Imperial County TTY call boxes. The installation was a success and demonstrates our ability to design and integrate sub-assemblies that not only perform but add longevity to your system at a reasonable price.
 - In June 2014 CASE competitively bid and was awarded the Metro- LA SAFE maintenance contract for 1500+ callbox system. Later in 2016 CASE, will be removing 650+ callboxes and upgrading 750+ units with 3G upgrade kits.

- In August 2015 CASE competitively bid and was awarded the Call Box Modernization contract by Capital Valley Regional SAFE for their 1200 + system. The project calls for the 3G digital upgrade, removals and relocations of call boxes to meet Caltrans and ADA Guidelines.
- In April 2015 CASE competitively bid and was awarded the 5 year maintenance contract for the Ventura County SAFE 550+ box system.
- In February 2014 CASE competitively bid and was awarded the 6 year maintenance contract from MTC SAFE for their 1500+ system.
- CASE also performance maintenance services under contract for San Bernardino, Riverside, Kern, Santa Barbara, Santa Cruz, Monterey, San Diego and several smaller SAFE agencies. A partial list of SAFE customers can be found below.

(5) Three References for the Projects Cited As Related Experience

A. San Bernardino Associated Government

Ms. Kelly Lynn-SAFE Coordinator
 1170 W. 3rd Street 2nd Floor
 San Bernardino, CA 92410
 909-884-8276
klynn@sanbag.ca.gov

B. Riverside County SAFE

Mr. Brian Cunanan- SAFE Coordinator
 4080 Lemon Street 3rd Floor
 Riverside, CA 92502
 951-787-7943
bcunanan@rctc.org

C. Metropolitan Transportation Commission

Mr. Steve Terrin- Program Coordinator
 101 Eighth Street
 Oakland, CA 94607
 510-817-5803
sterrin@mtc.ca.gov

D. Analysis of Effort/Methodology:

Describe the approach for how the work will be performed. The proposal shall indicate any specific techniques, methodology and equipment to be utilized.

Roles and Responsibilities

Project Supervisor's Role

The Project Supervisor, Ed Thompson, will manage the daily activities of the field technicians. He will be responsible for obtaining Caltrans encroachment permits, and ensuring the field staff follows Caltrans right-of-way procedures. He will be responsible for the database management of the Imperial County system and ensuring the deliverables of the monthly and quarterly electronic files are met. The Project Supervisor is responsible for inventory control and conducting safety training reviews. He will be the primary point of contact for Imperial County Project Manager on all matters pertaining to the project. Additionally, Ed has years of experience working along the Caltrans ROW and is well versed on the Caltrans/ ADA site accessibility guidelines. He has played a key role on several SAFE installations and system retrofit projects converting sites and lowering call boxes to meet height and reach requirements in addition to knowing how to perform physical assessments of sites to ensure they meet ADA and Caltrans guidelines.

The Project Supervisor reports to the Call Box Operations Manager who reports to the Vice President and is responsible for ensuring all customer requests and contractual obligations are being met.

Field Technician's Role

Gerardo Duarte is a call box technician with 7 + years of experience. He works in the San Diego office performing maintenance services for Imperial and San Diego SAFE's and a number of national projects. Gerardo is a long time resident of San Diego and is very familiar with the Imperial County freeways and their call box locations. The technician's roles and responsibilities will be to view the daily maintenance reports for the system, schedule their daily routes and stock sufficient repair parts in their service trucks to complete most box repairs on the first visit. CASE technicians are trained to route their daily schedules to maximize their field time and are cross trained on the various configurations of call boxes and have vehicles equipped with the tools to allow them to reinstall knockdowns usually on the first visit. Our vehicles are equipped with GPS tracking devices that can assist in efficiently mapping the technician's service routes and for supervisors to track field productivity. Gerardo is experienced working along the Caltrans ROW and is well versed on the Caltrans/ ADA site accessibility guidelines. Gerardo also has years of experience working with the CHP, SAFE call answering service operators and the call box wireless service provider AT&T.

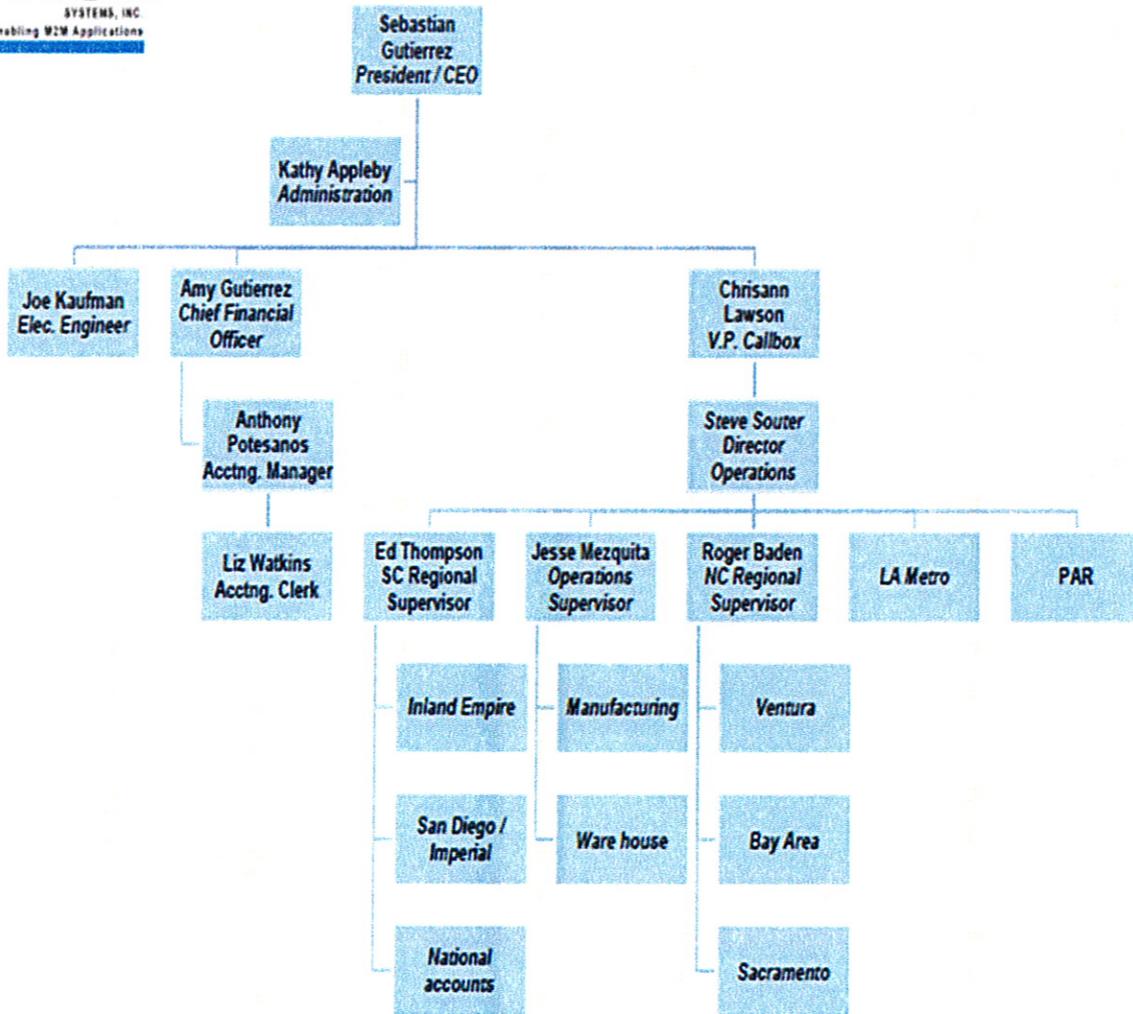
Greg Sullivan is our newest addition to the San Diego/ Imperial County maintenance team. He has been with CASE 9 months and during this time he has quickly learned the troubleshooting and maintenance techniques required for repairing call boxes. His many years of military experience and repairing heavy equipment machinery has enabled him to easily make the transition to maintenance technician. Greg has experience working with

Caltrans on their ROW and performs corrective, preventive and installation services for the Imperial County system. Both Gerardo and Greg report to the Project Supervisor on all maintenance matters for the Imperial County system.

A CASE organizational chart follows.



CASE Systems Inc. Organization



2. Work Plan

This section describes the approach for how we propose to perform the work requested in the Statement of Work (SOW).

At the start of the contract, CASE will schedule a meeting with Imperial County Project Manager to review the scope of work for the maintenance of the system. While we propose to follow the same methodology for maintaining the system projects, we will use the meeting to review current practices and to seek information from the Project Manager on any additional practices and procedures they would like implemented. We will also plan to hold a project transition status meeting approximately one month into the project (in early June). Our goal will be to not only complete the requirements of the contract as proposed but to exceed expectations.

Call Box Maintenance Activities

The paragraphs below describe the activities that we will perform under the desired scope of work – Corrective, Preventative and Knockdown Maintenance, Retrofit.

Our Irvine location is stocked with the necessary personnel, tools, and inventory to maintain the 166 call boxes in the Imperial system. If workload demands increase, additional trained technicians can be pulled from neighboring regions. As the manufacturer of the call box, we have ample supply of replacement parts in stock and solid partnerships with our suppliers to ensure the availability of inventory to support all of our SAFE customers.

Unique Qualifications

The call box system was designed such that the (a) maintenance computer is an integral part of the each call box system. The maintenance computer is responsible for programming each call box and then supervising each call box's state (health) through the various alarms and call-in times. As noted previously, the programming of each call box is performed automatically by the maintenance computer the first time a call box calls in for a **Programming Call**. This approach allows the maintenance computer to schedule each call box for a **call in time** which does not conflict with any other call boxes in the overall system. When the call boxes are directed to interface with an alternate maintenance computer, and this feature is not present, the maintenance computer will not assign a correct check-in time to the box. This will create a collision of call boxes attempting to make a report calls and being unable to report their state of health.

The management of call box **call in times** is an on-going MC responsibility. The call boxes each contain a crystal based clock which will gradually drift over time. The MC needs to monitor the call box **call in times** and reprogram the clock of any call box that drifts too far from the intended call in time. We believe this is an important distinction to make as it can result in a potential reporting failure and lead to unexpected costs to SAFE to correct; as has been the case in other SAFE programs. This is also an important feature should SAFE ever

experience a change in their Call Answer Center contractor and the call boxes would need to call a new answer point phone number. The CASE MC can automatically make the answer point number change through the system, however other's maintenance computers do not include this important feature and cannot make the change without requiring a visit to each call box to manually re-program the new phone number. This could result in unnecessary delays and unexpected expenses.

We believe it is important to address these concerns when describing the key role and function the maintenance computer plays in the overall operation of the call box system so SAFE agencies can make the best and most well informed decision when selecting a maintenance contractor for their system.

Our daily work plans are guided in part by the maintenance reports generated by the MC as described below.

Daily Call Box Maintenance Reports

An important feature of the CASE call box is its unique self-diagnostic feature that works in concert with the CASE custom-designed call box MC. When a call box is installed it is capable of making motorist calls to the call answering center (CAC) immediately and a program call to the MC to report up-to-the-minute, near real-time alarm information. These daily alarm and exception reports represent the operational status of each call box within the entire call box system. The Imperial MC will be located and maintained at our San Diego office. Upon contract execution, CASE will continue the routine corrective and preventive maintenance to the 166 call box system. CASE will furnish all materials, equipment, tools, and the labor necessary to complete the services in a timely manner. All material will be of high-grade quality and free of defect and CASE will perform all work necessary to maintain the call boxes to the highest standard. All system maintenance activities will be updated in the ADMIN System which serves as the depository for all service history.

Report Calls

Report calls are made by each call box at 3-day intervals as programmed by the MC. After a call from a call box is received, the MC will poll the call box unit for status on the most critical components and report any failures or abnormal situations that may affect the functionality of the call box.

CASE technicians review the daily maintenance reports each morning and base their work schedule on those call boxes reporting high priority alarms; those that failed to call in on their designated 3-day time slot, and those call boxes reported by CHP, Caltrans or Imperial staff to have problems. The alarms listed by their priority are shown below.

High Priority Alarms	Low Priority Alarms
Handset	Outer door open/closed
Call Box tilt or missed report call	Lamp failure
Excessive call attempts	
Battery voltage low	
Solar Panel disconnected	
No solar power detected for 24 hours	
TTY Display	

Corrective Maintenance

Once notified by the CHP, maintenance computer reports, call answer center, or Imperial that a call box is out of service, our technicians will schedule a service call to that call box site. A work order or job ticket will be opened with the trouble alarms reported and any historical information on the box that may help diagnose the problem. The technician will ensure all replacement parts are stocked in their vehicle that may be needed to complete the repair on the first visit. Once at the site, the technician will determine the cause of failure and take all necessary action, including repair or replacement of parts to return the call box to its full operational condition. The job ticket will include photographs of any physical damages made to the call box during knockdown incidents. A complete report of damages will be provide to Imperial Project Managers to help assist with insurance recovery efforts made by Imperial County.

CASE will provide Imperial County San Diego on a monthly basis with a copy of the work orders reflecting the work performed to each call box. CASE will also provide a detailed summary of each service performed on each call box that will accompany the monthly invoice to San Diego Imperial County.

Additional reports specifying any problems encountered with the system, proposed solutions, anticipated problem areas or changes in key personnel will be provided to San Diego as needed. Imperial SAFE will also have access to the CASE Liftkeeper system; a custom IP based system that communicates with our maintenance computer and acts as a data depository for the maintenance history performed on each call box. SAFE Managers have access to their system through a portal where they can view specific call box information, maintenance history and pictures.

CASE will assume and discharge any and all conditions, obligations, and responsibilities under all encroachment permits issued to SAFE or CASE by Caltrans for maintaining and repairing all call boxes. CASE will keep both copies of the Caltrans encroachment permit in the service vehicles.

Sample of Liftkeeper Job List

Job#	Job name	Priority	Work performed	Description of pro.	Received	Scheduled Date	Assigned Date	Completed Date	Project owner	Customer	Call box signal	GEO Pos
CM-36679	Ventura 2 - VC-127	Monitor	XZ-Sign Vandalism	FIELD WORK	04/17/2015 10:10		04/17/2015	04/16/2015 10:22	Ventura County S.	Ventura County S.	VE-101-0363	
CM-36392	Ventura 2 - VC-465	Monitor	ZE-Sign Exchanged	Sign down	04/15/2015 16:12		04/15/2015	04/15/2015 17:15	Ventura County S.	Ventura County S.	VE-118-0267	
CM-35621	Ventura 2 - VC-355	Monitor	XK0 - Recovered and Reins	Xk reported by cfp	04/09/2015 12:17		04/09/2015	04/09/2015 16:00	Ventura County S.	Ventura County S.	VE-001-0097	(34 1041, -119 08375)
CM-35489	Ventura 2 - VC-347	Monitor	OR-Outer Door Repair	Front or Outer Do	04/09/2015 10:02		04/09/2015	04/09/2015 12:07	Ventura County S.	Ventura County S.	VE-001-0117	(34 31427, -119 06986)
CM-35352	Ventura 2 - VC-364	Monitor	OR-Outer Door Repair	Front or Outer Do	04/07/2015 10:02		04/09/2015	04/09/2015 16:11:00	Ventura County S.	Ventura County S.	VE-001-0073	(34 08039, -119 05573)
CM-35291	Ventura 2 - VC-56	Monitor	NFF: No problem found	Try calling CFP O	04/06/2015 14:50		04/06/2015	04/06/2015 14:52	Ventura County S.	Ventura County S.	VE-101-0222	
CM-35061	Ventura 2 - VC-435	Monitor	BE-Battery Exchanged	Low Battery (04/	04/04/2015 10:02	04/15/2015	04/15/2015	04/15/2015 15:30	Ventura County S.	Ventura County S.	VE-118-0196	(34 28049, -118 05650)
CM-35002	Ventura 2 - VC-364	Monitor	RE-TTY Pad Exchanged	Chp reported work	04/03/2015 16:45		04/03/2015	04/03/2015 15:40	Ventura County S.	Ventura County S.	VE-001-0073	(34 08039, -119 05573)
CM-34965	Ventura 2 - VC-157	Monitor	BE-Battery Exchanged	Low Battery (04/	04/03/2015 10:02		04/03/2015	04/03/2015 14:25	Ventura County S.	Ventura County S.	VE-101-0163	(34 21503, -119 07907)
CM-34714	Ventura 2 - VC-157	Monitor	XK0 - Recovered and Reins	ChP REPORTED XK	04/02/2015 10:37		04/02/2015	04/02/2015 16:30	Ventura County S.	Ventura County S.	VE-101-0163	(34 21503, -119 07907)
CM-34606	Ventura 2 - VC-286	Monitor	OR-Outer Door Repair	Field work	04/01/2015 17:16		04/01/2015	04/01/2015 17:16	Ventura County S.	Ventura County S.	VE-003-0003	(34 27803, -119 30979)
CM-34605	Ventura 2 - VC-275	Monitor	ZE-Sign Exchanged	Field work	04/01/2015 13:24		04/01/2015	04/01/2015 13:25	Ventura County S.	Ventura County S.	VE-003-0006	(34 3123, -119 29743)
CM-34600	Ventura 2 - VC-279	Monitor	ZE-Sign Exchanged	Field work	04/01/2015 12:33		04/01/2015	04/01/2015 12:33	Ventura County S.	Ventura County S.	VE-003-0009	(34 30679, -119 30081)
CM-34556	Ventura 2 - VC-191	Priority	SR-Solar Repair	Power/Solar Alar	04/01/2015 10:02		04/02/2015	04/02/2015 17:11:00	Ventura County S.	Ventura County S.	VE-101-0087	(34 19495, -118 96063)
CM-34364	Ventura 2 - VC-287	Monitor	ZR-Sign Repaired	FIELD WORK	03/31/2015 13:58		03/31/2015	03/31/2015 13:59	Ventura County S.	Ventura County S.	VE-003-0002	(34 14993, -118 92466)
CM-34200	Ventura 2 - VC-23	Monitor	ZE-Sign Exchanged	Field work	03/30/2015 13:31		03/30/2015	03/30/2015 14:45	Ventura County S.	Ventura County S.	VE-126-0303	(34 40334, -118 77365)
CM-33506	Ventura 2 - VC-431	Monitor	OR-Outer Door Repair	Front or Outer Do	03/26/2015 10:02	04/15/2015	04/15/2015	04/15/2015 13:10	Ventura County S.	Ventura County S.	VE-118-0186	(34 20033, -118 06790)
CM-33472	Ventura 2 - VC-30	Monitor	ZE-Sign Exchanged	Field work	03/25/2015 13:40		03/25/2015	03/25/2015 15:05	Ventura County S.	Ventura County S.	VE-126-0322	(34 24498, -118 44104)
CM-33471	Ventura 2 - VC-483	Monitor	AV-Administrative Verify D	NEED PKCS FROM	03/25/2015 11:59:00		03/25/2015	03/24/2015 15:25	Ventura County S.	Ventura County S.	VE-118-0303	(34 27701, -118 67591)
CM-33469	Ventura 2 - VC-363	Monitor	CU-Cellular Unresolved	Cell testing	03/25/2015 11:25:00		03/25/2015	03/24/2015 14:35	Ventura County S.	Ventura County S.	VE-001-0103	(34 10765, -119 08580)
CM-33468	Ventura 2 - VC-191	Priority	SR-Solar Repair	TTY ISSUE	03/25/2015 11:24:00		03/25/2015	03/24/2015 17:11:00	Ventura County S.	Ventura County S.	VE-101-0087	(34 19495, -118 96063)
CM-33245	Ventura 2 - VC-455	Monitor	NFF: No problem found	Fail To Check In G	03/24/2015 10:02		03/24/2015	03/25/2015 15:45	Ventura County S.	Ventura County S.	VE-118-0243	(34 27802, -118 79133)
CM-32856	Ventura 2 - VC-191	Monitor	CU-Cellular Unresolved	Cellular Error (03/	03/20/2015 10:02		03/31/2015	03/31/2015 13:20	Ventura County S.	Ventura County S.	VE-101-0087	(34 19495, -118 96063)
CM-32857	Ventura 2 - VC-372	Monitor	PE-Programming Exchanged	Back or Inner Doo	03/20/2015 10:02		03/20/2015	03/24/2015 13:05	Ventura County S.	Ventura County S.	VE-001-0049	(34 06704, -119 02097)
CM-32794	Ventura 2 - VC-604	Monitor	ZR-Sign Repaired	Field work	03/19/2015 16:25		03/19/2015	03/19/2015 16:26	Ventura County S.	Ventura County S.	VE-126-0286	(34 24414, -118 47478)

Preventive Maintenance

Imperial County has requested that field visits be performed at each call box two times a year, at approximately 6 month intervals. The purpose of each visit will be to perform all necessary tasks to keep the call boxes clean and fully functional and the surrounding site clear and accessible. Prior to starting a PM cycle CASE will notify the Project Manager and the CAC supervisor when staff time will be required to answer test calls.

The PM visit is typically scheduled sequentially by freeway and tracked in the CASE Admin system to ensure every box is visited. Additionally, CASE technicians take the extra measure of performing many of the following Preventative Maintenance "PM" activities when performing Corrective Maintenance (CM) repairs and service calls to an individual call box. This extra attention to detail helps resolve issues sooner rather than later when it may affect the performance of the call box. PM work will be sequentially scheduled so as to insure a PM visit to each box at least once every six months.

Service performed during the PM visit are described below:

- Cleaning, sanding off rust and painting of call box housings as necessary
- Checking call box housing door, magnet, and spring;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers; Removal of items not part of call box such as stickers and garbage bags
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including: Perform test calls;
- Check outer door, handset and illumination for proper operation;
- Check call connect light; cellular antenna and cable and minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal);
- Cleaning and bolt tightening for the call box sign;
- Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface
- TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean.
- Inspection and repair of call box and call box pad and path to meet ADA requirements once call boxes have been improved to these standards;
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls;
- Adjustment of call box components that have been shifted including pedestrian pad, signs, retaining wall, and poles; and replacement of faded call box blue sign and missing letter and number stickers.

Knockdowns, Vandalism, & Other Events

If call boxes are damaged due to vehicle collision, vandalism, theft, or other willful acts, CASE will replace or repair them within two days of being notified of the incident using new and or salvaged parts only if the integrity of the component(s) is mechanically or structurally sound. CASE will notify Imperial and the CHP area office where the call box was damaged, call box number, location, and discovery date. CASE will also notify Imperial Project Manager of costs associated with vandalisms or knockdown occurrences to assist SAFE in recovery efforts and provide a before and after picture of the knockdown that will be provided with invoices. All call boxes that are reinstalled after a knockdown will be reinstalled in a manner that is compliant with the ADA accessibility guidelines. If a site was not previously considered ADA accessible, CASE will only reinstall the site if it can be modified or relocated to an A, D, F, H, L, or M site type. A digital photograph and site survey will accompany any change in site type and will be updated in the call box maintenance and Admin systems.

Temporary Removals & Reinstallations

CASE will deactivate the cellular transceiver and remove call boxes from existing locations during freeway construction as needed or whenever deemed necessary by Imperial. CASE will store the temporarily removed call boxes and poles at their location, and will store SAFE's temporary or permanently removed inventory at our San Diego warehouse.

2. *Indicate what participation, data and products will be requested from SAFE.*

CASE will request SAFE facilitate the following:

- a. Provide contact information for SAFE Project Manager and AT&T Wireless account manager.
- b. Provide CHP Communication Center contact.
- c. Caltrans encroachment permit with CASE as a rider on the permit

3. *Indicate deliverables to be provided and when.*

CASE Deliverables to SAFE:

- a. Provide SAFE with Insurance Certificate as stated in the RFP.
- b. Will comply with the Bacon-Davis Federal wage rates and will maintain certified payroll records for the project.
- c. Provide SAFE and CHP Dispatch whenever call box information changes. This will include Sign #, ANI, Phone #, Location Description, Latitude and Longitude readings.
- d. Monthly maintenance reports and pictures to accompany all invoices for knockdown repairs.

E. Cost and Fees:

Develop costs and fees for the services requested. Proposal shall include separate cost proposals for (1) routine, preventative maintenance; and (2) excess repairs. Routine preventative maintenance will consist of a monthly flat rate per call box. Excess repairs cost will include an hourly labor rate, including all benefits and overhead. The costs for flat rate maintenance and excess repairs will be adjusted annually on the anniversary of the effective date of the agreement, by an amount equal to the percentage increase or decrease in the Consumer Price Index applicable for the Los Angeles area for the previous year. Parts shall be charged at the rate of the current California SAFE Universal Price List.

Costs and fees are to be submitted within the proposal, in a separate sealed envelope.

Item No.	Item Description	Unit	Estimated Quantity	Price per box per month	Annual
1	Routine and preventive maintenance	1 ea	166	\$ 33.44	\$ 66,612.48
2	Labor Rate for Excess Repairs	1hr		\$101.26	

COST AND FEES PRICE SHEET

CAL SAFE UNIVERSAL PRICE LIST

CALIFORNIA SAFE UNIVERSAL PRICE LIST

(Effective Date July 1, 2015)

2015

New Purchases			
Digital Aluminum Call Box Assembly		\$ 3,035.10	ea
Digital Lexan Call Box Assembly		\$ 2,897.14	ea
Digital TTY Lite Lexan Call Box Assembly		\$ 4,241.38	ea
Digital TTY Lite Aluminum Call Box Assembly		\$ 4,224.70	
Digital Stainless Steel E-phone		\$ 3,776.29	
Digital Satellite TTY Lite Lexan Call Box Assembly		\$ 10,025.26	
20W Solar Panel Assembly		\$ 463.79	ea
Antenna Assembly w/ cable - dual band		\$ 141.91	ea
New Call Box Site Material <i>(includes required site materials only)</i>			
Site Type A (w/o ped pad, sold separately)		\$ 1,100.00	ea
Site Type L		\$ 1,100.00	ea
Site Type M		\$ 1,100.00	ea
Note: Installation labor, site engineering, or special equipment not included.			



CALIFORNIA SAFE UNIVERSAL PRICE LIST

(Effective Date July 1, 2015)

2015

Maintenance Items for Aluminum Call Box Projects				
Pole - (blank for drill template)	5870-0067	\$	404.00	ea
Pole - USED	5870-0031-98	\$	134.07	ea
Aluminum Housing with Front Door - USED	6050-0204-98	\$	405.65	ea
Saddle (pole mounting) - NEW	5004-0087	\$	49.02	ea
Saddle (pole mounting) - USED	5004-0087-98	\$	19.61	ea
Aluminum Faceplate only (no electronics) - USED	6050-0211-01-98	\$	153.29	ea
Rechargeable battery 6 Volt (each)	4240-0009	\$	43.82	ea
Lock cover	5014-0036	\$	19.64	ea
Handset and armored cord	3090-0304	\$	156.00	ea
Yagi antenna - dual band	4210-0079	\$	185.82	ea
Tri-band Antenna	4210-0067	\$	105.64	ea
Mount for corner reflector or Yagi	5014-0022	\$	177.61	ea
10W solar panel with bracket - USED	6040-4063-98	\$	118.43	ea
20W solar panel with bracket	6040-4057	\$	463.82	ea
RF cable to antenna	6060-0436	\$	46.00	ea
Solar cable to solar panel	6060-0130	\$	36.26	ea
Misc other smaller cables and harnesses	6060-xxxx various	\$	36.27	ea



CALIFORNIA SAFE UNIVERSAL PRICE LIST

(Effective Date July 1, 2015)

2015

Maintenance Items for Lexan Call Box Projects				
Pole - (blank for drill template)	5870-0067	\$	404.00	ea
Pole - USED	5870-0010-98 or 0031-98	\$	134.07	ea
Wall mount pole (D-mount)	5870-0017	\$	302.15	ea
K-mount barrier saddle mount	5870-0013	\$	280.89	ea
Barrier mount pole (K-mount)	5870-0014 or 5870-0029	\$	488.87	ea
Hilti anchor bolts (set of 4 bolts)	6040-4061	\$	110.61	ea
Main housing (assembly)	6040-4011 or -4011-09	\$	553.11	ea
<i>Main housing (assembly) - USED</i>	6040-4011-98	\$	221.24	ea
Main housing with Front Door & Handset (pushbutton)	6040-4011-18	\$	950.00	ea
Main housing with Front Door & Handset (drilled for TTY)	6040-4011-20	\$	950.00	ea
Front door (assembly)	6040-4010	\$	220.00	ea
Front door (assembly) - USED	6040-4010-98	\$	58.22	ea
Back door (assembly)	6040-4026	\$	228.79	ea
Back door (assembly) - USED	6040-4026-98	\$	91.52	ea
Handset and armored cord	3090-0311	\$	156.00	ea
Tri-band Antenna	4210-0067 or 0071	\$	105.64	ea
Yagi antenna - dual band	4210-0079	\$	185.82	ea
Mount for corner reflector or Yagi	5014-0022	\$	176.92	ea
10W solar panel with bracket - USED	6040-4063-98	\$	117.96	ea
20W solar panel with bracket	6040-4057	\$	463.80	ea
RF cable to antenna	6060-0436	\$	46.00	ea
Solar cable to solar panel	6060-0130	\$	36.26	ea
Misc other smaller cables and harnesses	6060-xxxx various	\$	36.26	ea
17AH rechargeable battery	4240-0001	\$	84.61	ea
Battery bracket - 17A	5004-0048	\$	21.15	ea



CALIFORNIA SAFE UNIVERSAL PRICE LIST

(Effective Date July 1, 2015)

2015

Maintenance Items for Common (Aluminum or Lexan) Call			
Box Projects			
Aurora Controller Board	6020-0300	\$	664.67 ea
Interface Board to Aurora Input/Output	6020-0449 or 6020-0911	\$	289.97 ea
Digital Radio -- CDMA C100 (CASE) radio module only	5204-0081	\$	600.00 ea
Digital Radio -- GSM G100 (CASE) radio module only	5203-0038 (tbd)	\$	600.00 ea
TTY Lite Controller Board	6020-0740	\$	637.93 ea
TTY Lite Illuminated LCD display assembly	6040-0246	\$	713.32 ea
TTY Keypad	6040-0251	\$	289.97 ea
Sign generic fiberglass (FRP) w/ reg numbers	3090-xxxx various	\$	103.64 ea
Sign Diamond FRP or Alum w/ HR numbers	3090-xxxx various	\$	198.01 ea
Sign Diamond & Anti-Graffiti w/ HR numbers	3090-xxxx various	\$	235.79 ea
Sign bracket wall mount	5004-0049	\$	108.20 ea
Solar bracket post wall mount	5870-0017	\$	244.74 ea
Installation kit	6040-4035	\$	136.84 ea
Mounting hardware	3090-0058 or 3090-0059	\$	12.09 ea
Sign hardware	6040-4037	\$	36.31 ea
Wind brackets	3090-0086	\$	22.66 ea
Auger foundation	5870-0015	\$	280.99 ea
Non-auger foundation	5870-0004	\$	280.99 ea
60" x 60" composite pad - Concast	5870-0076	\$	625.00 ea
Rapidset concrete	7000-0066-1	\$	16.62 ea
General purpose cement	7000-0066	\$	4.53 ea



CALIFORNIA SAFE UNIVERSAL PRICE LIST

(Effective Date July 1, 2015)

2015

Call Box Upgrade Options (Single Unit Pricing)			
Controller Board Upgrade Kit	6000-0548	\$	763.50
CDMA radio Upgrade kit C-100	6000-0549-06	\$	850.00
GSM radio Upgrade kit G-100	6000-0549-07	\$	850.00
Digital Upgrade — GSM G100 (Lexan)	6000-0449-xx	\$	1,613.50 ea
Digital Upgrade — CDMA C-100 (Lexan)	6000-0464-xx	\$	1,613.50 ea
Digital Upgrade — GSM G100 (Aluminum)	6000-0449-xx	\$	1,613.50 ea
Digital Upgrade — CDMA C-100 (Aluminum)	6000-0464-xx	\$	1,613.50 ea
Lexan TTY Lite Upgrade Kit	6000-0550-03	\$	1,372.26 ea
Aluminum TTY Lite Upgrade Kit	T B D	\$	1,372.26 ea
Combined Digital Upgrade and TTY Upgrade Kit	various by kit number	\$	2,985.76 ea
Labor Rates			
Shop Labor Rate	7000-00XX	\$	101.26 hour
Field Labor Rate	7000-00XX	\$	101.26 hour

NOTES:

Prices not valid for call boxes modified by third parties.
 All prices subject to CPI revision on an annual basis, effective the first of July (after June CPI data is published on the CA State DIR website).
 The published CPI for All Urban Consumers (CPI-U) will be obtained from CA State DIR website <http://www.dir.ca.gov/OPRI/CAPriceIndex.htm>
 CASE Systems may revise pricing beyond the annual CPI percentage due to significant vendor cost increases.
 CASE Systems reserves the right to adjust pricing in response to requirements from customer and/or other agencies, etc.
 CASE Systems reserves the right to subcontract any or all labor or construction work.
 Prices exclusive of any special subcontracting requirements imposed by customer.
 Hourly rates exclude charges for special equipment.
 Special equipment (bucket truck, lane closures, etc.) when required will be billed separately
Prices are FOB by project office located in CA and do not include any applicable Sales Tax.



EXHIBIT “C”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Colony West Financial Insurance Services License # 0C42420 201 East Sandpointe Dr #360 Santa Ana CA 92707	CONTACT NAME: PHONE (A/C. No. Ext): (714) 542-4870		FAX (A/C. No): (714) 542-4871
	E-MAIL ADDRESS: certificates@colony-west.com		
INSURED CASE Systems, Inc. 5 Goddard Irvine CA 92618	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company		25674
	INSURER B: Charter Oak Fire Ins Co		25615
	INSURER C: Certain Underwriters at Lloyds		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: Master cert 15-16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		630-1132M885-TIL-15	7/10/2015	7/10/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-7E861112-15-CAG (NY)	7/10/2015	7/10/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							UM BI & PD/Underinsured	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		ZUP-41M09445-15-NF	7/10/2015	7/10/2016	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-3C031195-TIL-15	9/28/2015	9/28/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Errors and Omissions Deductible -\$5,000			PSE00131961	7/1/2015	7/1/2016	Each Claim	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Imperial County SAFE, and its officers, employees and volunteers are included as additional insured regarding General Liability per blanket additional insured form #CG D2 46 08 05. The insurance is primary and non-contributory per endorsement form #CG D4 25 07 08. Excess Liability follow form.

CERTIFICATE HOLDER

codierowin@co.imperial.ca.

Imperial County SAFE
 Attn.: Codie Rowin
 155 S. 11th Street
 El Centro, CA 92243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Kaley/SUPP1

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b)** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c)** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d)** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a.** After the signing and execution of the contract or agreement by you;
- b.** While that part of the contract or agreement is in effect; and
- c.** Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **4. a., Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

VIII. INFORMATION CALENDAR

A. Tri-ennial Performance Audit Findings, Responses and Action Plan



1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

July 10, 2020

George Nava, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, Ca. 92243

SUBJECT: Tri-ennial Performance Audit Findings, Responses and Action Plan

Dear Commission Members:

The State of California requires that Transportation Planning Agencies undergo a performance audit every three years as a result of receiving Transportation Development Act (TDA) funds. The consultant conducted audit focused primarily on administration of the TDA funded programs and services over a three-year period of time. The six audit documents were for: 1. ICTC 2. Imperial Valley Transit (IVT) 3. IVT ACCESS 4. IVT RIDE 5. IVT MedTrans and 6. Yuma Citizens Area Transit (YCAT) Routes 5 (Blue) and 10 (Turquoise)

The audits noted various findings including those which were noted in the last audit that was completed and the current audit. Staff has already begun to address the findings noted within the audits. The following outlines the findings and ICTC's responses and plans for action.

TDA Triennial Performance Audit Findings and Resolutions	
Finding	Resolution
Ensure State Controller Reports are submitted in a timely manner.	ICTC is working with the auditing team to begin and complete required audits and reports.
Ensure the RTPA's fiscal audits are completed no later than 12 months following the end of the fiscal year.	ICTC is working with the auditing team to begin and complete required audits and reports.
For any operator using STA funds for operating purposes, ICTC should include the test against the two qualifying efficiency standards as part of the TDA claim process.	The consulting team forwarded a sample spreadsheet to utilize for qualifying calculations. ICTC has completed the necessary calculations and intends to do so moving forward.
Prepare and implement a standardized orientation process for new ICTC Board members.	ICTC is working towards developing a standardized orientation process for new ICTC Board Members.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL

TDA Triennial Performance Audit Findings and Resolutions, Cont'd	
Finding	Resolution
Reaffirm ICTC's definitions of "unmet transit need" and "reasonable to meet" as part of each annual unmet transit needs finding.	ICTC will implement the reaffirmation of its Unmet Transit Needs definitions and criteria on an annual basis.
IVT should ensure its website is fully usable for monolingual Spanish-speaking individuals.	ICTC is reviewing any areas where further adjustment can be completed to IVT's website to further accommodate Spanish speaking individuals.
Identify supplemental local revenues that will bring the farebox recovery ratio up to at least 10 percent – IVT Access	ICTC is reviewing possible local revenue sources to assist with farebox recovery for all applicable transit services.
Review opportunities for increasing local revenue to boost farebox recovery – IVT Medtrans Service	In FY 19-20, ICTC reduced the farebox ratio for the Medtrans service to 10% from 15%. ICTC also increased the fare structure for the service to help boost farebox recovery. Staff will continue to monitor and hopes to achieve farebox ratios post the pandemic.
Conduct regular passenger surveys to gauge customer satisfaction and service need – IVT Medtrans Service	ICTC will implement frequent surveys for passengers to gauge customer satisfaction and service need.
Ensure TDA fiscal audits of all IVT operations are completed no later than 270 days following the end of the fiscal year – IVT Ride	ICTC is working with the auditing team to begin and complete required audits and reports.

This item is being presented as an informational item.

Sincerely,



MARK BAZA
Executive Director

MB/da