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EL CENTRO, CA 92243-2875
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**TRANSPORTATION COMMISSION
REVISED AGENDA**

**WEDNESDAY, SEPTEMBER 23, 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/93791479885?pwd=R1FRQVc5OU5KMWlQWm5zSDliUEgvQT09>

To participate by phone:

1 (669) 900-9128

Meeting ID: 937 9147 9885 #

Passcode: 748259 #

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

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

III. PUBLIC COMMENTS

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, please submit written comments by 5 p.m. on Tuesday, September 22, 2020. Comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Committee. The Committee 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.

IV. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- | | | | |
|----|--|-------------------|------------|
| A. | Approval of the ICTC Commission Draft Minutes: | July 22, 2020 | Pages 5-21 |
| B. | Receive and File: | | |
| | 1. ICTC Management Committee Minutes: | July 8, 2020 | |
| | 2. ICTC TAC Minutes: | July 23, 2020 | |
| | ICTC Draft TAC Minutes | August 27, 2020 | |
| | 3. ICTC Draft SSTAC Minutes: | September 2, 2020 | |

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

C. 2021 Active Transportation Program Regional Guidelines Page 23

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after public comment, if any:

1. Approve the following methodology for assigning points of the 2021 Active Transportation Program Regional Guidelines:
 - a. 20 points for projects that have been identified in an adopted local and/or regional plan; and
 - b. Zero points for projects that have not been identified in an adopted local and/or regional plan.

D. State of Good Repair Grant Program, FY 2020-21 Page 26

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after public comment, if any:

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2020-21 financial assistance, provided by the State of California Department of Transportation under the State of Good Repair Grant Program.

V. **REPORTS** (Up to 5 minutes per staff report)

- A. ICTC Executive Director
 - See attached Executive Director Report on page 30
- B. Southern California Association of Governments
 - See attached report on page 39
- C. California Department of Transportation – District 11
 - See attached report on page 49
- D. Commission Member Reports (if any)

VI. **ACTION CALENDAR**

A. Coordinated Public Transit – Human Services Transportation Plan Update – Award Recommendation Page 57

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after public comment, if any:

1. Approve the award of the Agreement for the Coordinated Public Transit – Human Services Transportation Plan Update to *Moore and Associates* in the amount of \$74,293.46.
2. Authorize the Chairperson to sign the agreement.

B. Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations – Calendar Years 2020-2022 Page 75

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective October 1, 2020, for the audit period of calendar years 2020, 2021 and 2022, with the firm of **TRC Engineering Services, LLC**:
 - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee is set at \$16,796
 - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee is set at \$16,796

- C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee is set at \$16,796
 - D. For the post-delivery inspection service fee of \$860 per event.
- C. On Call Engineering, Architecture and Professional Support Services – Task Order Issuance – Civil Pros – Calexico Intermodal Transportation Center (ITC) – Engineering Support Services Page 93

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after public comment, if any:

- 1. Approve the Task Order Award for engineering support services for the Calexico ITC to Civil Pros in the amount of \$103,727.00.
 - 2. Authorize the Chairperson to sign the Task Order.
- D. Memorandum of Understanding (MOU) between Imperial County Transportation Commission (ICTC) and the U.S. Border Patrol Air & Marine, Program Management Office (BPAM PMO) for the Border Patrol Checkpoint Project at SR-86 Page 101

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after public comment, if any:

- 1. Authorize the Chairman to sign the Final Memorandum of Understanding (MOU) for the State Route 86 (Northbound) Border Patrol Checkpoint Project between ICTC and the U.S. Border Patrol Air & Marine, Program Management Office
- E. Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project Page 112

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after public comment, if any:

- 1. Authorize the Chairman to sign the Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

VII. MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, October 28, 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.

VIII. ADJOURNMENT

- A. Motion to adjourn

IV. CONSENT CALENDAR **IN CONSENT CALENDAR**

- A. APPROVAL OF THE ICTC COMMISSION DRAFT
MINUTES: JULY 22, 2020
 - B. RECEIVE AND FILE:
 - 1. ICTC MANAGEMENT COMMITTEE DRAFT
MINUTES: JULY 8, 2020
 - 2. ICTC DRAFT TAC MINUTES: JULY 23, 2020
AUGUST 27, 2020
 - 3. ICTC SSTAC MINUTES: SEPTEMBER 2, 2020

IMPERIAL COUNTY TRANSPORTATION COMMISSION
DRAFT MINUTES FOR JULY 22, 2020
6:00 p.m.

VOTING MEMBERS PRESENT:

City of Brawley	George Nava – Chairman via zoom
City of Calipatria	Maria Nava-Froelich via zoom
City of Calexico	Lewis Pacheco via zoom
City of El Centro	Cheryl Viegas-Walker
City of Holtville	James Predmore via zoom
City of Imperial	Robert Amparano via zoom
City of Westmorland	Larry Ritchie via zoom
County of Imperial	Luis Plancarte via zoom

NON-VOTING MEMBERS PRESENT: Caltrans District 11 Gustavo Dallarda via Zoom

STAFF PRESENT: Mark Baza, David Aguirre, Cristi Lerma, Marlene Flores, Eric Havens (Counsel)

OTHERS PRESENT: David Salgado: SCAG; Ann Fox, Al Herrera, Jose Ornelas, Patrick Jenkins: Caltrans; Cesar Sanchez: First Transit

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, July 22, 2020 together with staff reports and related documents attached thereto and incorporated therein by reference.

Given 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.

I. CALL TO ORDER AND ROLL CALL

[Chair Nava](#) called the Commission meeting to order at 6:00 p.m. Roll call was taken, and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were no public comments received.

IV. CONSENT CALENDAR

- A. Approval of the ICTC Commission Draft Minutes: June 24, 2020
- B. Receive and File:
 - 1. ICTC Management Committee Draft Minutes: June 10, 2020
 - 2. ICTC SSTAC Minutes: June 3, 2020
 - 3. ICTC TAC Minutes: June 25, 2020
- C. Low Carbon Transit Operations Program (LCTOP) Application for FY 2019-20 Funds
 - 1. Authorized 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

1. Authorized 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. Directed staff to submit the application to Caltrans.

A motion was made by [Nava-Froelich](#) and seconded by [Ritchie](#) to approve the consent calendar as presented, roll call:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial	Yes
County of Imperial	Absent
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Passed.

V. REPORTS

- A. ICTC Executive Director
 - A full list of updates and announcements can be found on page 25 of the agenda.
 - Ms. Viegas-Walker inquired regarding the Broadband initiative. Does the project involve the installation of towers? Staff will follow-up on this question.
- B. Southern California Association of Governments (SCAG)
 - Mr. Salgado presented his report. The report is on page 31 of the agenda.
- C. California Department of Transportation (Caltrans)

Mr. Dallarda was available via zoom to present on the Caltrans report.

 - A full list of updates and announcements can be found on page 34 of the agenda.
- D. Commission Member Reports
 - There were no reports.

VI. ACTION CALENDER

Imperial County Transportation Commission (ICTC)

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

Mr Havens stated that during last month's closed session, the Commission approved a merit increase of 4% for the Executive Director. This amounts to a dollar increase of \$6,240. The amendment will be for one year. Benefits will remain the same as described in Section 2 of the employment contract attached to your agenda: an FLSA exempt position with no overtime pay and no health insurance, a monthly car allowance of \$800, time off leave equivalent to ICTC employees as defined in the Personnel Policy, necessary travel expenses to seminars and conferences, and ICERS retirement membership.

At this time, the Commission may take final action regarding the compensation increase and first amendment to the agreement with the approved terms and conditions.

A motion was made to approve the agreement as stated above by [Predmore](#) and seconded by [Nava-Froelich](#), roll call:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial	Yes
County of Imperial	Absent
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Carried unanimously.

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
 - 1. Approved the Agreement with CASE Systems, Inc., Modification #1
 - 2. Authorized the Chairman to sign the agreement

A motion was made by [Predmore](#) and seconded by [Ritchie](#), roll call:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial	Yes
County of Imperial	Absent
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Carried unanimously.

Ms. Viegas-Walker requested information as to where call boxes were being used. Follow-up will be provided by staff.

VII. INFORMATION CALENDAR

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

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.
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.

VIII. NEXT MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **September 23, 2020 at 6:00 p.m.**, at the **ICTC Offices**, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and via Zoom Meeting.

IX. ADJOURNMENT

- A. Meeting adjourned at 6:52 p.m. (Nava/Ritchie).

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF July 8, 2020
10:30 a.m.**

VOTING MEMBERS PRESENT:

City of Brawley	Rosanna Bayon Moore
City of Calexico	Miguel Figueroa
City of El Centro	Marcela Piedra
City of Holtville	Nick Wells
City of Imperial	Alexis Brown
County of Imperial	Tony Rouhotas
ICTC	Mark Baza (Non-Voting)

STAFF PRESENT: David Aguirre, Cristi Lerma, Daveline Villasenor

OTHERS PRESENT: David Salgado: SCAG; Jose Ornelas, Ben Guerrero, Bing Luu: Caltrans; Liz Zarate: City of El Centro

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, July 8, 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 10:34 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 [Rouhotas](#) seconded by [Wells](#) to approve the consent calendar as presented;
Motion carried unanimously.

A.	Approved Management Committee Draft Minutes:	May 13, 2020
B.	Received and Filed:	
	1. ICTC Commission Minutes:	May 27, 2020
	2. ICTC TAC Minutes:	May 28, 2020

V. REPORTS

- A. ICTC Executive Director
Mr. Baza provided updates from the report on page 16 of the agenda. Ms. Villasenor provided updates from the IVMRA program report on page 22.
- B. Southern California Association of Governments (SCAG)
Mr. Salgado provided updates from the report on page 28 of the agenda.
- C. Caltrans Department of Transportation – District 11
Caltrans updates were provided from the report on page 34 of the agenda by Mr. Luu and by Mr. Ornelas.

- D. Committee Member Reports
 - There were no updates.

VI. DISCUSSION / ACTION CALENDAR

A. IVRMA Membership Formula Discussion / Action for FY 2020/21

At the Board Meeting on June 24, 2020, the Board approved the IVRMA budget for Fiscal Year (FY) 2020/2021, that included membership fees in the amount of \$298,847.00. It was found that the population formula that determines membership fees currently differs from the formula used by ICTC and ICLTA for their accounting processes. For IVRMA, prison populations for both the City of Calipatria and the County of Imperial have been used to determine membership fees. Concern was expressed by staff that a change should be considered to use population formula similar to that used by ICTC and ICLTA. The attached spreadsheet describes the budget and fee changes to the following options:

- a. Under this option, the new population formula is approved for FY 2021/2022 and beyond; with no changes to the current approved membership fees and budget for current fiscal year 2020/2021.
- b. Under this option, approve modification minus the inmate population to only affect the County of Imperial and the City of Calipatria for this fiscal year. The total budget will decrease to \$289,689.10 for FY 2020/2021; and approve new formula for FY 2021-2022 and beyond. *This option will reduce budget reserve by approximately \$9,158.00.*
- c. Approve new formula and modify redistribution less the inmate population. The proposed change will affect all agencies fees, and total budget will remain the same.
- d. No change to current population formula and budget.

The ICTC Management Committee met on July 8, 2020 and forwarded this item to the IVRMA Board for review and approval, after the receipt of public comment:

- 1. Management Committee recommendation – approve option A: Approve the new population formula for FY 2021/2022 and beyond; with no changes to the current approved membership fees and budget for current FY 2020/2021

A motion was made by [Bayon Moore](#) seconded by [Piedra](#). Roll call was taken:

Brawley – Yes
Calexico – Yes
Calipatria – Not present
El Centro – Yes
Holtville – Yes
Imperial – Yes
Westmorland – Not present
County of Imperial – No
County of Imperial – Not present
Motion passes.

VII. INFORMATION CALENDAR

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

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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.

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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.
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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.

VIII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** is scheduled for **September 9, 2020** at the **ICTC Offices and via Zoom Meeting.**

IX. ADJOURNMENT

A. Meeting adjourned at 11:22 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

July 23, 2020

Present:

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

Others:

Mark Baza	ICTC
Virginia Mendoza	ICTC
Marlene Flores	ICTC
Michelle Bastidas	ICTC
David Aguirre	ICTC
Daveline Villaseñor	IVRMA
David Salgado	SCAG
Andres Miramontes	City of Brawley
Gordon Gaste	City of Brawley
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
Robert Urena	County of Imperial
Ben Guerrero	Caltrans
Jose Ornelas	Caltrans
Poonam Boparai	Ascent Environment Inc.
Lexi Journey	Rincon
Andrew Beecher	Rincon

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 10:03 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 June 25, 2020 (**Luna / Gomez**) **Motion Carried.**
3. **Regional Climate Action Plan- Existing Conditions Analysis Presentation**
Presented by Consultant Team: Ascent Environment, Inc. & Rincon
 Ascent Environment provided a brief presentation on the GHG Inventory Results and on the Existing Conditions Analysis Results. The Existing Conditions Analysis provides a foundation for the greenhouse gas (GHG) reduction policies that will be included as part of the Regional CAP by providing an understanding of policies, actions and initiatives that are currently in place throughout Imperial county. This analysis also provides the level of implementation and rating of quality, based on five criteria for successful implementation, as assessed by representatives for the respective jurisdictions. The assessed policies, actions and initiatives are categorized based on their connection to state and regional goals and guidelines.
 The results will help to guide the policies of the Imperial Valley Regional CAP. Rincon also provided an overview of their Outreach Strategy for this project. Phase I of the outreach strategy focuses on educating and gathering feedback on the draft GHG reduction measures from websites, social media, virtual stakeholder meetings and surveys. Phase II of the outreach is to present the Draft Climate Action Plan and get community feedback.
4. **ICTC Updates / Announcements**
(Presented by ICTC Staff)
 - a. **Transit Planning Updates-** Virginia Mendoza provided a brief update on transit. Based on the current events surrounding the COVID-19 Pandemic, ICTC is still operating under COVID-19 requirements.
 - b. **Transportation Planning Updates (by Virginia Mendoza):**
 - **LTA Updates 2012 and 2018**
 - 2012 LTA Bond- City of Brawley still has a balance on their respective 2012 LTA Bond account of (\$670,284).
 - 2018 LTA Bond- The City of Holtville already utilize all their 2018 LTA money and City of Calexico (\$7,764,761) and City of Calipatria (\$1,398,936).
 - **I-8 / Imperial Avenue Interchange Project-** Mark Baza provided a brief update on the project. The project is moving along with schedule and today at 6:30 p.m. the bridge will be demolished.
 - c. **Imperial Valley Resource Management Agency (IVRMA) (by Daveline Villaseñor):**
 - Daveline provided an overview of what the Imperial Valley Resource Management Agency does and what services it provides. A brief update on the State Recycling Mandates and upcoming deadlines were provided. IVRMA's mission is to develop, implement, and support efficient and sustainable programs for waste reduction, reuse, recycling, hazardous waste Management, composting and recycled-content purchasing for Imperial Valley citizens in accordance with local, state, and national mandates. Brawley, Calipatria, Imperial, Calexico, El Centro, Westmorland, Holtville and County of Imperial are included in IVRMA's scope of work. TAC members requested a sub-committee or TAC dedicated for IVRMA. Discussion concluded with TAC members requesting an action item for the August TAC meeting to establish a TAC for IVRMA.
5. **SCAG Updates / Announcements (by David Salgado)**
 - **2020 Local Early Action Planning Grant (LEAP) Program:** The Local Early

Action Planning (LEAP) grant program's deadline has been extended to January 31, 2021. Jurisdictions who did not apply: For cities and counties that were not able to meet the July 1, 2020 deadline, they still have more time. They now have until January 31, 2021, to apply for LEAP funding. Remember, LEAP funding is non-competitive, flexible funding to help cities and counties plan for housing in their communities.

- David Salgado mentioned SCAG will go dark in the month of August.
- Scholarships- Congratulations to Southwest High School graduate Aaliyah Felix. Aaliyah is the recipient of the SCAG 2020 scholarship. She will receive \$4,000 in financial support and she will participate in a two-week internship with SCAG or a local planning agency. Congratulations to Aaliyah.

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.

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 is July 15, 2020, for "Quick-Build" ATP projects. September 15, 2020 is the new deadline for all other ATP project types.

Inactive Projects- As of July 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).

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

Quality Assurance Program (QAP) – Documentation Expired in 2020- Everyone is cleared.

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

I-8 / Imperial Avenue Interchange Project- Jose Ornelas provided a brief update on the I-8 project. Caltrans crew will be closing the Interstate to demolish and remove the existing bridge today July 23rd around 6:30 p.m. 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. Please see detour maps and informational links on the Caltrans website.

8. General Discussion / New Business

- Virginia Mendoza mentioned that the august TAC meeting will focus primarily on the IVRMA program. More information will be provided.

- Next TAC meeting will be on August 27, 2020 via Zoom.

9. Meeting adjourned at 12:20 p.m.



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TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

August 27, 2020

Present:

Guillermo Sillas	City of Brawley
Abraham Campos	City of El Centro
Veronica Atondo	County of Imperial
Jesus Villegas	City of Imperial
Lily Falomir	City of Calexico

Others:

Mark Baza	ICTC
Virginia Mendoza	ICTC
Marlene Flores	ICTC
Michelle Bastidas	ICTC
David Aguirre	ICTC
Daveline Villaseñor	IVRMA
David Salgado	SCAG
Andres Miramontes	City of Brawley
Gordon Gaste	City of Brawley
Juan Manuel Cabrera	City of Brawley
Oscar Escalante	City of Brawley
Ana Gutierrez	City of Brawley
Rosa Ramirez	City of Calipatria
Javier Luna	City of El Centro
Felix DeLeon	City of El Centro
Catherine Gutierrez	City of El Centro
Othon Mora	City of Imperial
Isabel Garcia	City of Imperial
Jose Castaneda	County of Imperial
Ed Delgado	County of Imperial
Alex Chavez	City of Holtville
Kariza Preciado	City of Holtville
Rachel Fonseca	City of Westmorland
George Galvan	Holt Group

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 10:06 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 July 23, 2020 (**Campos/Falomir**) **Motion Carried.**
3. **Establish a designated Technical Advisory Committee of the Imperial Valley Resource Management Agency (IVRMA)**

Committee Chair Veronica Atondo called the meeting to order and expressed appreciation for attendance and participation. Virginia Mendoza, ICTC staff, greeted the committee and welcomed everyone to the TAC meeting as well. She provided a brief description of the meeting which is to establish a designated Technical Advisory Committee (TAC) for the Imperial Valley Resource Management Agency.

Daveline Villaseñor, Project Manager for the Imperial Valley Resource Management Agency (IVRMA) greeted the committee. Her greeting further assured the committee of its importance to recommend a dedicated TAC comprised of all eight Jurisdictions, (Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, County of Imperial - unincorporated cities), and franchised hauler representatives.

The purpose of this new TAC is to create an opportunity for IVRMA, jurisdictions, and franchised hauler representatives to discuss CalRecycle mandates and requirements, monitor compliance and prepare for CalRecycle annual evaluations.

This new TAC for IVRMA will provide guidance on how to evaluate and subdue any challenges the jurisdiction might have. The plan will consist of a flow chart and timeline to follow. Each jurisdiction will be provided with the status and compliance of their city and what step will be taken to maintain or increase their compliance. The ultimate goal is to be prepared for the annual evaluation and increase compliance percentage.

Daveline Villaseñor indicated that this new IVRMA TAC will provide guidance, support, education and outreach on the current and upcoming CalRecycle's mandates and requirements listed below:

- Assembly Bill 341 (AB341) Mandatory Commercial Recycling (MCR)**
- Assembly Bill 1826 (AB1826) Mandatory Commercial Organics Recycling (MORe)**
- Senate Bill 1383 (AB1383) Organic Waste Reduction Programs**
- Assembly Bill 827 (AB827) Mandatory Commercial Organic Bins**

Ed Delgado, Deputy Director of Public Works mentioned that it would be great to have representation from the Local Enforcement Agency (LEA), a branch of the County's Division of Environmental Health. They handle local compliance review of solid waste operations, among other things. He mentioned that the LEA would be a valuable resource for this committee.

Virginia Mendoza provided a Draft IVRMA Contact List. This list will have primary and secondary contact names and numbers from each jurisdiction. The list will be revised and updated by Daveline Villaseñor and will be provided to TAC members.

TAC member Abraham Campos further emphasized the need to establish time and date for these meetings. Abraham Campos proposed to meet every fourth Thursday of the month right before the ICTC TAC meeting starts. It was the consensus of the committee that the IVRMA TAC begin at 8:30 a.m. to 10:00 a.m.

Abraham Campos from the City of El Centro made a motion to approve the new Technical Advisory Committee and Veronica Atondo from the County of Imperial, second that motion.

The first IVRMA TAC meeting will be on September 24, 2020 starting at 8:30 a.m. to 10:00 a.m. Further information in regards to the IVRMA TAC will be distributed by Daveline Villaseñor.

4. General Discussion / New Business

Next TAC meeting will be on September 24, 2020 via Zoom.

5. Meeting adjourned at 10:50 a.m.



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SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

DRAFT MINUTES

September 2, 2020

Present

Voting Attendees:

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
Michelle Soto	California Children Services-CCS
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
Karla Aguilar	IVT Ride
Patrick	Caltrans

1. Dr. Lang called the meeting to order at 10:10 a.m. **A quorum was present.** Introductions were made.
 - Zoom attendance.
 - Chairperson and Vice-Chair were not present at the meeting, thus Dr. Lang volunteered to run the meeting.
2. Minutes adopted for June 3, 2020. (Blankenship, Ceasar), **Motion Carried.**
3. Review of SSTAC's Roles and Responsibilities:
 - A presentation was given by Ms. Galarza, reviewing what Social Services Transportation Advisory Committee (SSTAC) is, why it's necessary, and what it consists of. It also reviews ICTC's possible projects, activities, etc..., for the upcoming FY 2020-21.
4. Reappointment of Voting Positions:

Ms. Galarza explained to SSTAC members that 3 voting positions are set to expire, which includes;

- 1 position for Category 1, Potential Transit User, age 60+.
- 1 position for Category 2, Potential Transit User, with a disability or his/her parent or guardian.
- 1 position for Category 6, Consolidated Transportation Service Agency (CTSA).

Dr. Lang asked if the agencies that are currently in the voting position would like to continue serving as a voting member.

- Mr. Ceasar accepted to continue serving as an SSTAC voting member under Category 1, for another 3 years.
- Although Mr. Hack was not present to accept to continue serving as an SSTAC voting member under Category 2, for another 3 years. SSTAC members nominated Mr. Hack to continue serving on this position. Further contact will be made to confirm if Mr. Hack would like to continue.
- Mr. Aguirre accepted to continue serving as an SSTAC voting member under Category 6, for another 3 years, a representative for Imperial County Transportation Commission.

Dr. Lang called for a motion to approve all appointed voting positions as accepted.

(Ceasar, Blankenship), Motion Carried.

5. Installation of Officers:

- Dr. Lang asked if there is any volunteers or nominations for SSTAC Chairperson/Vice-Chair.
 - Dr. Lang, a representative from California Health & Wellness, was nominated.
 - Dr. Lang accepted to be the new SSTAC Chairperson.
 - Ms. Blankenship, a representative from Area Agency on Aging, was nominated.
 - Ms. Blankenship accepted to be the new Vice SSTAC Chairperson.

(Ceasar, Silva), Motion Carried.

6. CTSA Reports:

Mr. Aguirre had the following updates:

- Ridership is low because of the pandemic, but it is expected to uptake as more businesses start to open up in the Imperial County.
- Staff is assuring that precautions continue to be implemented such as;
 - Installation of hand sanitizer in vehicles
 - Installation of the plastic screens in vehicles
 - Attempting to sanitize during routes, vehicles still get cleaned daily
 - Reduced capacity still in place
 - New technology to disinfect all vehicles
- There are no issues on reaching capacity, overflow buses are still on standby.
- Mr. Aguirre thanked Ms. Blankenship, AAA, for providing free fares for passengers on the IVT Ride service.
- ICTC was able to secure a grant to provide free fares to assist the public using our services. Free fares will be implemented on the following services;
 - IVT
 - IVT Access
 - IVT Ride
- Mr. Aguirre stated the ICTC offices are still open regular hours, although offices are not open to the public. ICTC staff is available to help remotely; phone call, email, zoom, etc.

- ICTC is working on several projects.

Mr. Gomez had the following announcements:

- Service sign-ups have been low due to the pandemic.
- It seems easier to complete sign-ups remotely, making it more accessible.
- Staff is keeping track of any sign-ups for services which will allow us to later finish the process for passengers.
- ICTC installed a new drop off box outside the office to allow any applicants who prefer to drop off paperwork.

7. Transit Operator Reports:

Imperial Valley Transit;

Mr. H. Sanchez had the following updates:

- IVT service has a daily count of 500-600 passengers.
- Cleaning procedures are still in place.
- There have been few issues with passengers.
- An increase is anticipated as the business in Imperial County start to open up again.
 - Dr. Lang asked if passengers do not have a mask, are they prevented from using the service?
 - Mr. Aguirre responded, yes, notices are posted on buses that it is required to wear a mask when boarding any service. Upon mask availabilities, the staff has been distributing masks on the transfer centers.
 - Dr. Lang asked if any services were cut?
 - Mr. H. Sanchez responded, no, service is just running on a Saturday Schedule.
 - Mr. Aguirre added that as soon as businesses start opening up and there is an increase of riders seen then measures will be taken to implement a regular schedule.
 - Dr. Lang asked if there is a plan?
 - Mr. Aguirre responded, yes, a plan is in place. There is consistency observation on services to see if numbers are increasing and if observe overflows on each trip. The decision to whether the service will go back to a regular schedule is based on this information.

IVT Access;

Ms. Pacheco had the following updates:

- The service has about 10-15 passengers a day.
- There is a limited amount of buses available, but buses can be added if needed.
- Passenger count is even lower than in previous summers. Passengers are low as is during the summertime, but passenger count is at its lowest.
- With the reduced capacity measures, 2 wheelchairs are allowed on a trip but they are distant from each other.

IVT Ride;

Ms. Aguilar had the following updates:

- Imperial service runs on 3 days, Monday, Thursday, and Friday.
- Heber service runs on 2 days, Tuesday and Wednesday.
- The Calexico service is slow.
- Heber service vehicles assist El Centro service if needed.

- Mr. Aguirre clarified that IVT Ride El Centro, Imperial, and Heber services have not been cut. El Centro service vehicles assist Heber and Imperial during normal operational hours. Resources are just being used differently and adequately. IVT Ride continues to serve on its normal days and normal hours depending on the city it serves.

IVT MedTrans;

Mr. Guillen had the following updates:

- IVT MedTrans continues to run on a regular schedule.
- The pandemic has caused a low passenger count and also at times, only one bus goes to San Diego.
- There is anticipation that passengers will pick up after the pandemic.
- Due to the pandemic passengers have to wait outside of facilities, the service attempts to accommodate passengers as much as possible.
 - Mr. Aguirre added service is open to accommodate demand, service is operating on normal days and hours. If needed, two buses can be utilized.

8. General Discussion
None.

9. Adjournment

- The meeting adjourned at 11:15 a.m. ([Lang](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, October 7, 2020, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

V. CONSENT CALENDAR

V. CONSENT CALENDAR

C. 2021 Active Transportation Program Regional Guidelines

Requested Action:

1. Approve the following methodology for assigning points of the 2021 Active Transportation Program Regional Guidelines:
 - a. 20 points for projects that have been identified in an adopted local and/or regional plan; and
 - b. Zero points for projects that have not been identified in an adopted local and/or regional plan.



IMPERIAL COUNTY
TRANSPORTATION COMMISSION

1503 N. IMPERIAL AVE., SUITE 104
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September 16, 2020

George Nava, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

SUBJECT: 2021 Active Transportation Program Regional Guidelines

Dear Commission Members:

Imperial County Transportation Commission (ICTC) staff has been working with staff from the Southern California Association of Governments (SCAG) in the review of the Active Transportation Program (ATP) guidelines. The ATP is funded from various federal and state funds including the federal Transportation Alternatives Program (TAP), the Highway Safety Improvement Program (HSIP), State Highway Account, and Safe Routes to Schools (SR2S).

As a part of Senate Bill (SB) 1, the 2021 ATP Cycle 5 Call for Projects at the state level is expected to include about \$445M in funding made up of Federal funding and State SB1 and State Highway Account (SHA) funding. The funding programming years include FY2021/2022, FY2022/2023 FY2023/2024 and FY2024/2025 funding years.

Per the 2021 guidelines issued by the California Transportation Commission (CTC), the program is divided into state and regional shares. Project applications that are not selected for funding from the state's share of the funds will be passed on to the other Metropolitan Planning Organizations (MPOs) for consideration for regional share funding.

Program funding is segregated into three components and is distributed as follows:

- 50% to the state for a statewide competitive program
- 10% to small urban and rural regions with populations of 200,000 or less for the small urban and rural area competitive program
- Per the 2021 Statewide Guidelines, 40% of the funds for the ATP must be distributed by Metropolitan Planning Organizations (MPO) in urban areas with populations greater than 200,000, with funds distributed to each MPO based on total MPO population

In this fifth call for projects of ATP funds, SCAG does not intend to host a separate Call for Projects. Caltrans will instead forward grant proposals from the SCAG region that were not awarded funding at the statewide selection round for consideration in the Regional Program.

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

Therefore, all project applications must meet the state's criteria and be submitted to Caltrans first. To date, one application has been submitted by member agencies for this current cycle.

ICTC is responsible for scoring from within Imperial County for their consistency with plans adopted by local and regional governments within the county.

Assigning a methodology for assigning the twenty (20) points needs to be completed by ICTC. During past cycles, ICTC has established point scoring methodology with guidance of SCAG. For ATP Cycle five (5) ICTC staff is recommending the following scoring methodology: 20 points for projects that have been identified in an adopted local and/or regional plan; zero points for projects that have not been identified in an adopted local and/or regional plan.

The Management Committee met on September 9, 2020 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the following methodology for assigning points of the 2021 Active Transportation Program Regional Guidelines:
 - a. 20 points for projects that have been identified in an adopted local and/or regional plan; and
 - b. Zero points for projects that have not been identified in an adopted local and/or regional plan.

Sincerely,



MARK BAZA
Executive Director

MB/vm

V. CONSENT CALENDAR

V. CONSENT CALENDAR

D. State of Good Repair Grant Program, FY 2020-21

Requested Action:

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2020-21 financial assistance, provided by the State of California Department of Transportation under the State of Good Repair Grant Program.



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September 16, 2020

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

SUBJECT: State of Good Repair Grant Program, FY 2020-21

Dear Commission Members:

The State of Good Repair Program (SGR) provides funds for use on a variety of transit infrastructure repair and service improvement projects. These projects are primarily transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation and/or modernization of the existing vehicles or facilities and/or the design, acquisition, and construction of new vehicles or facilities that improve existing transit services. The program is administered by the State of California's Department of Transportation (Caltrans).

In previous years, ICTC has successfully applied for funding through this program for the anticipated replacement of transit operation vehicles. For the FY 2020-21 funding, ICTC is seeking funding in an amount of \$285,774.00 through this program to provide funding for the replacement of transit operation vehicles. No matching funds are required.

The application process requires the submittal of a resolution from the Commission authorizing the Executive Director to act on behalf of the Commission in order to submit our request for these funds in a timely manner.

The ICTC Management Committee met on September 9, 2020 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2020-21 financial assistance, provided by the State of California Department of Transportation under the State of Good Repair Grant Program.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Baza', is written over a light blue circular stamp.

MARK BAZA
Executive Director

Attachment

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

RESOLUTION # _____

**AUTHORIZATION FOR THE EXECUTION OF THE
REGIONAL ENTITIES APPROVING PROJECT LIST
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, the Imperial County Transportation Commission is an eligible recipient and may receive State Transit Assistance funding from the State of Good Repair Program (SGR) now or sometime in the future for transit capital projects; and

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

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

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

WHEREAS, the Imperial County Transportation Commission wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director and/or his designee;

WHEREAS, the Imperial County Transportation Commission approves the project list for the PUC 99313 apportionment.

WHEREAS, the Imperial County Transportation Commission concurs and approves the project list from the operators for the PUC 99314 apportionment.

NOW, THEREFORE, BE IT RESOLVED that the Imperial County Transportation Commission approves the region's State of Good Repair project list for **FY 20/21**.

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 document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Director and/or his designee be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED at a regular meeting of the Imperial County Transportation Commission held on **September 23rd, 2020**

BY: _____
GEORGE NAVA
Chairperson

ATTEST:

BY: _____
CRISTI LERMA
Secretary to the Commission

V. REPORTS **Λ BEBOBΛ2**

- 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
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Memorandum

Date: September 14, 2020
To: ICTC Management Committee 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 September 23, 2020

- 1) **SCAG Executive Board/Imperial County Regional Virtual Tour:** *In lieu of what has traditionally been an actual physical tour to the Imperial County of incoming SCAG board members, SCAG prepared a Regional Virtual Tour. The SCAG Executive Board Members, Executive Team and other stakeholders received a detailed presentation regarding current and ongoing projects and initiatives in Imperial County. Presentation from Supervisor Plancarte on the Imperial County demographics and AG Industry and economy. ICTC provided a presentation on Border Projects/Goods Movement, Transit and Regional Projects. The Imperial County Air Pollution Control District (ICAPCD) presented on the environmental impacts, AB-617 and other social-economic facts that impact our health. Katie Burnworth from ICAPCD provided information on the Salton Sea along with the History and Current Condition.*
- 2) **Imperial Valley Transit (IVT) FREE FARES PROGRAM:** On August 7, 2020, the Imperial County Transportation Commission (ICTC) announced the implementation of a **Free Fares Program** for various Imperial Valley Transit (IVT) services. Eligible services include IVT Fixed Route, IVT Circulators (Blue, Green and Gold Lines), IVT ACCESS and IVT RIDE (EL Centro, Imperial, Heber, Brawley, Calexico, Westshores). All passengers are eligible to benefit from the Free Fares Program. The fares are subsidized by a State of California grant and fare contributions to IVT RIDE passengers by the County of Imperial's Area Agency for the Aging (AAA). The Free Fares Program will remain in effect while the grant funds are available. All regular service eligibility requirements and restrictions remain in effect.
- 3) **2020 Mobility 21 Virtual Summit:** The Mobility 21 Summit was held virtually this year on September 17-18, 2020. ICTC Chairman George Nava participated in the Chairmans' Roundtable session, along with other elected officials throughout Southern California transportation agencies. This years theme was "Stepping Up to 2020's Challenges," which included discussion regarding the current pandemic. Past ICTC Chairs that have participated in the Chairmans' Roundtable include Supervisor Luis Plancarte, Council Member Maria Nava-Froelich, Council Member James Predmore and Council Member Robert Amparano. Executive Director Baza also participated in the Closing Session of the Summit with all of the Southern California Transportation Agency Chief Executive Officers for the seven counties, Metrolink and SCAG.

Mobility 21 is a coalition that brings together public, business and community stakeholders to pursue regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura counties. A nonpartisan alliance, Mobility 21 delivers a unified voice for the region's transportation priorities and seeks to improve mobility in the region. For more information you can visit their website at: <https://mobility21.com/>.

- 4) **Imperial Mexicali Binational Alliance Meeting:** *The recent IMBA meeting was held via Zoom on Thursday, August 13, 2020. The meeting provided updates on the following border infrastructure projects - Calexico East Port of Entry/Mexicali II Bridge Widening Project and the Calexico West Port of Entry/Mexicali Mexico Roadway/Bridge Improvements. A strategic planning meeting between MOU signee representatives is scheduled for October 8, 2020. The next regular meeting is scheduled for November 12, 2020 via Zoom Meeting.*
- 5) **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.
- 6) **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. *CBP Border Patrol has requested a design change and a draft MOU has been drafted to identify the work to be completed by ICTC and Border Patrol. The draft MOU will be presented to the Commission during the September 2020 meeting.*
- 7) **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. On July 23rd closure of the I-8 was needed to demolish and remove the existing bridge. Crews have completed the demolition of the existing bridge at the I-8/Imperial Avenue Interchange. There were no reported incidents and detoured traffic was flowing with no major delays. Over the next month, the community will see crews performing general earthwork operations. There will be construction equipment, noise (including OSHA required backup alarms), dust and some minor traffic control. 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.*
- 8) **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 fifth TWG meeting is scheduled for July 19, 2020 where the consultant presented estimates for the short list alternatives. There will be another opportunity for outreach. Currently scheduled are the following virtual public meeting opportunities: Meeting Opportunity 1 on Wednesday, October 21, 2020 from 7:00 PM to 8:00 PM and Meeting Opportunity 2 on Saturday, October 24, 2020 from 9:00 AM to 10:00 AM. To register please visit glamiscrossing.eventbrite.com. An information flyer is attached to this report.*
- 9) **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 successfully completed the authorization for the \$20 million BUILD funds. Currently the project is in the qualification phase of solicitation Request for Qualifications were due on September 11, 2020 to the ICTC offices. A short-list of bidders has been selected and are moving forward to the Design-Build Request for Proposals process that is scheduled to begin Septemebr 21, 2020.*

- 10) **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. *The total project cost is estimated at \$6.33 million using a combination of 2016 Earmark Repurposing, Demonstration, and Traffic Congestion Relief funds. The project has a \$1.7 million funding shortfall for which Caltrans is requesting an ICTC contribution of \$200,000, the remaining \$1.5 million shortfall would be covered by various other State funds. Consideration of the additional ICTC contribution will be considered during the September LTA meeting.*
- 11) **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.*
- 12) **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.*
- 13) **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 to continue to provide IVT Fixed Route, IVT Access (ADA Paratransit Service) and IVT MedTrans (non-emergency transportation to San Diego to medical facilities) transportation services, acquire necessary PPE equipment, enhance cleaning protocols by increasing cleaning frequency, thoroughness and by acquiring CDC approved disinfectants and to offset revenue losses. ICTC hopes to increase service frequency as soon as the opportunity presents itself.

- 14) **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.*
- 15) **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.
- 16) **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. *Consultant is working on the draft list of strategies. The Consultant is finalizing the final pieces of inventory analysis. The consultant will begin the outreach plan by the end of October 2020 and begin with stakeholder meetings.*
- 17) **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. *On July 1, 2020. ICTC took over the administration of the SAFE. Pending for the IVRMA is the ratification of the resolution by each member agencies council / board.*
- 18) **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. *ICTC and the County of Imperial Public Works are reviewing the possibility of relocating the bus stop to the location of the newly constructed fire station.*
- 19) **State and Federal funding Obligations:** *Projects programmed in programmed in Federal Fiscal Year (FFY) 2019/2020 were fully obligated according to Caltrans Local Assistance. Beginning October 1, 2020, agencies can move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant program (STBG) programmed in FFY 2020/2021. Other state funding also included in the Federal Transportation Improvement Program (FTIP) include the Active Transportation Program (ATP). See complete project list attached.*

- 20) **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.*
- 21) **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*
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**Estimate source is from the California League of Cities dated January 22, 2019 - <http://californiacityfinance.com/LSR1901.pdf>*

22) **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

23) **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 was approved and is underway.

24) **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.*

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

- August 3, 2020 – IVT FY 2019/2020 4th Quarter Review Meeting (attended by staff)
- August 7, 2020 – SANDAG Borders Committee Virtual Meeting
- August 12, 2020 – Border Master Plan Virtual Meeting
- August 13, 2020 – Imperial Mexicali Binational Alliance Virtual Meeting
- August 14, 2020 – Pre-Bid Meeting for the Coordinated Plan RFP (attended by staff)
- August 20, 2020 – Pre-Bid Meeting for the IVT Maintenance Audit RFP (attended by staff)
- August 27, 2020 – ICTC TAC Virtual Meeting
- August 28, 2020 – SCAG Executive Board/Imperial County Region Virtual Tour
- September 2, 2020 – ICTC SSTAC Meeting
- September 2, 2020 – Mobility 21 Summit Chairmans' Roundtable Session filming (Chairman Nava participated)
- September 3, 2020 – SCAG Regional Council Meeting
- September 9, 2020 – ICTC Management Committee Meeting
- September 9, 2020 – Mobility 21 Summit Closing Session filming (Mark Baza participated)
- September 17-18, 2020 – Mobility 21 Virtual Summit

SR 78 Glamis OHV Crossing Feasibility Study

Join the Imperial County Transportation Commission (ICTC) for an opportunity to provide input on a potential Off Highway Vehicle (OHV) crossing in the Glamis area!

You shared your vision with us during the first round of outreach, now tell us what you think about the most feasible alternative. We invite you to participate in one of the public meetings scheduled in October. Also, an online input portal will be available between October 8 and November 6, 2020.



Project Contact:
Virginia Mendoza
Senior Transportation Planner
Imperial County
Transportation Commission
1.760.592.4494



Virtual Public Meeting Opportunities:

Meeting Opportunity 1:

Wednesday, October 21, 2020
7:00 PM to 8:00 PM

Meeting Opportunity 2:

Saturday, October 24, 2020
9:00 AM to 10:00 AM

To register visit:

glamiscrossing.eventbrite.com or
<http://www.imperialctc.org/sr-78-glamis-crossing>

Registration will be open from
August 21 to October 23, 2020

We want to hear from you about:

- Design
- Access and usability
- Safety
- General Input
- General questions

Online Resources and Input Portal:

We invite you to visit the project website to learn more and to provide direct input through the online input portal:
<http://www.imperialctc.org/sr-78-glamis-crossing>

FY2020/2021 Project List

Updated 9/3/2020

State and Federal funding Obligations: Beginning October 1, 2019, agencies are allowed to 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 2020/2021								
Agency	Project ID	Project Name	Funding Type	Phase	Federal Amount in FY 2020/21	Local Match	Total Phase Cost	Status
Brawley	IMP190701	Pedestrian and street improvements (paving of dirt road) on Legion Street between State Route 86 and Western Avenue	CMAQ	CON	\$797,000	\$103,000	\$900,000	RFA Submittal
Brawley	IMP190702	Construct street improvements (paving of dirt road) along Western Avenue from Legion Street to Wildcat Drive	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)				RFA Submittal
Brawley	IMP190708	Street improvements (repavement) along Legion Street from East of Kelley Ave. to West St. deflection point near West City limits	STBG	CON				RFA Submittal
Brawley	IMP190709	Street improvement (repavement) along K Street from Highway 86 to 8th St.	STBG	Engineering/Plans, Specifications and Estimates (PS&E)				RFA Submittal
Calexico	IMP191001	Weakley Street between Scaroni Blvd. and Portico Blvd. (unpaved street)	CMAQ	CON	\$291,000	\$40,000	\$331,000	Working on RFA
Calipatria	IMP190703	Date Street between HWY 111/Sorenson Ave. and Railroad Ave. pedestrian improvements	CMAQ & STBG	CON				Ready to submit RFA for CON
El Centro	IMP190704	Traffic Signal Synchronization Dogwood Avenue and 8th Street	CMAQ	CON	\$367,000	\$48,000	\$415,000	E-76/Council approval
El Centro	IMP190710	Imperial Avenue Extension Phase II	STBG	CON	\$700,000	\$91,000	\$791,000	
Holtville	IMP190705	Cedar Avenue Sidewalk Improvements	CMAQ	CON	\$193,000	\$25,000	\$218,000	RFA process going to Council for approval
Holtville	IMP190706	9th Street Sidewalk Improvements from Beale Avenue to Oak Avenue	CMAQ	CON				RFA process
Holtville	IMP190711	Orchard Road from Alamo River Bridge to 4th Street	STBG	CON				RFA process
Imperial	IMP190707	Class I & Class II Bike Facility along the North side of Aten Blvd. from Dogwood Road to Puerto Vallarta Avenue.	CMAQ	CON				Already received state approval.
Imperial	IMP190712	LaBrucherie Rd. Widening from Aten Blvd to Treshill Rd.	STBG	CON	\$1,841,000	\$604,000	\$2,445,000	
County	IMP190713	Improvements on Main Street Such as widening of existing road t add bike lane, sidewalks, shoulder, curb and gutter from Highway 111 to Clark Road	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)	\$107,000	\$14,000	\$121,000	
County	IMP190714	Clark Road Improvements from Wahl Road to 0.5 miles north of SR-98	STBG	CON				Request for Authorization packet to Caltrans
						Regional Total FY2020/21	\$5,221,000	

Memorandum

Date: September 23rd, 2020

To: ICTC Committee Meeting

From: David Salgado, Regional Affairs Officer (RAO)

Re: **Southern California Association of Government's (SCAG) Report**

The following is a summary of the SCAG Executive Director's Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission's regular meeting for the month of September 2020.

- 1. 2020 SCAG Sustainable Communities Program (SCP) Grant Program:** SCAG has approved the 2020 SCP grant guidelines. The FY 2020/2021 program will fund projects in the following areas that support and implement the policies and initiatives of the 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), Connect SoCal: Active Transportation & Safety; Housing and Sustainability; Smart Cities, Mobility Innovation & Transportation Demand Management; and Green Region. The first Call prioritizes Active Transportation & Safety projects, and the second Call prioritizes efforts to increase housing production. More details and guidelines for subsequent supplemental Calls will be released as they become available.

Staff will promptly issue a Call for Applications for the Active Transportation & Safety Supplement, subject to authorization of the SCP guidelines by the Regional Council on September 3, 2020. Active Transportation & Safety applications will be due to SCAG by 5 p.m. on November 13, 2020, and staff will conduct a workshop at least one month before this due date in order to answer questions and foster SCP program understanding. There are currently 2 workshops scheduled for October 7th and 21st, 2020. Approval of application rankings will be sought from the Regional Council in May 2021, and individual project initiation schedules will be developed promptly thereafter.

Learn more about the SCP Active Transportation & Safety Call for Applications at one of our Application Webinars on Wednesday, Oct. 7, from 1 – 3 p.m., or Wednesday, Oct. 21, from 10 a.m. – noon. The webinars will assist agencies in preparing applications, provide a forum to answer questions, and provide additional information and examples for each project type.

- 2. Connect SOCAL Approval:** The Regional Council of Southern California Association of Governments (SCAG) on Thursday September 3, 2020 formally adopted a 25-year plan to meet the mobility needs of one of the most robust population and economic centers in the United States.

The plan, Connect SoCal, had previously been approved for conformity purposes by the Federal Highway Administration (FHWA). With Thursday's action, the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy provides a roadmap for sensible ways to expand transportation options, improve air quality and bolster Southern California's long-term economic viability. The press release is attached to the back up for this agenda for your reference.

- 3. GO HUMAN CAMPAIGN RE-LAUNCHES In August!!** SCAG's Go Human program re-launched its advertising campaign with new messaging to encourage drivers to slow down and watch for people walking. Residents across the region saw ads on billboards, gas pump toppers, and social and digital platforms, reaching 280 million impressions. The advertising campaign is just one of many strategies to support safety across the region, which also include a Safe Driver Twitter chat that was held on August 27. SCAG has also developed a Safe Driver Pledge that asks individuals to practice safe driving practices that create safe streets for vulnerable users, particularly those who walk and bike.

- 4. 2020 Local Early Action Planning Grant (LEAP) Program: **The Local Early Action Planning (LEAP) grant program's deadline has been extended to January 31, 2021!** You still have time to apply! Jurisdictions who **did not** apply:** For cities and counties that were not able to meet the July 1, 2020 deadline, you still have more time! You now have until January 31, 2021, to apply for LEAP funding. Remember, LEAP funding is non-competitive, flexible funding to help cities and counties plan for housing in their communities. **Jurisdictions who did apply:** If you have already applied for the LEAP program, you can still make modifications and adjustments to your application. HCD can make adjustments to the application during the review process or even after awards. HCD has dedicated an individual to assist cities in Imperial County.

Sample eligible projects include but are not limited to:

- Rezoning and encouraging development through updating ordinances and plans
- Establishing Prohousing policies
- CEQA
- Updating housing elements
- Updating ordinances to comply with state housing laws (e.g. ADU ordinances)
- Developing specific plans and other plans focused on housing
- Implementing processes that streamline the application process for housing developments
- and much more!

For technical assistance such as help with brainstorming eligible activities, reviewing draft applications, adjusting existing applications, and answering questions, please contact me or earlyactionplanning@hcd.ca.gov.

- 5. SCAG Aerial Imagery Project 2020 Update:** After numerous meetings to discuss the potential for SCAG to facilitate a new Aerial Imagery flyover project, the County of Imperial has agreed to facilitate a procurement process. This will allow for more funds to be applied to the project to support the procurement. SCAG has set aside \$250,000 for the project and will increase the support by \$50,000 for a total of \$300,000. It's anticipated that once the procurement is completed there will be an opportunity to develop a cost share model moving forward. The County of Imperial has worked to identify some areas of savings (resolutions and coverage areas) which should help to reduce participants share of the overall project cost.

News Release

FOR IMMEDIATE RELEASE

September 3, 2020



Contact: Steve Lambert, The 20/20 Network
(909) 841-7527/ steve@the2020network.com

SCAG Regional Council formally adopts Connect SoCal

\$638.6 billion in long-term investments would expand transportation options, improve air quality, increase access to opportunity and support regional economic recovery

Los Angeles – The Regional Council of Southern California Association of Governments (SCAG) on Thursday formally adopted a 25-year plan to meet the mobility needs of one of the most robust population and economic centers in the United States.

The plan, Connect SoCal, had previously been approved for conformity purposes by the Federal Highway Administration (FHWA). With Thursday’s action, the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy provides a roadmap for sensible ways to expand transportation options, improve air quality and bolster Southern California’s long-term economic viability.

“Formal adoption of Connect SoCal is an important step forward for our region as we confront multiple challenges, from a public health crisis to unprecedented levels of unemployment to confronting longstanding racial inequities,” said SCAG President Rex Richardson, a Long Beach City Councilmember. “Transportation, housing, broadband – and access to opportunity – play a vital role in addressing each of these and improving the overall quality of life in the SCAG region.”

As the metropolitan planning organization for the region’s six counties and 191 cities, SCAG is mandated by law to develop a long-term regional transportation and sustainability plan every four years. Although Connect SoCal itself does not provide actual funding, state and federal dollars for many critical transportation projects are dependent upon having an approved regional plan.

The \$638.6 billion in transportation investments identified in Connect SoCal would create an annual average of 168,400 new jobs as a result of construction, maintenance and operations, and another 264,500 new jobs per year due to improved regional economic performance. Other highlights include:

- Reducing overall vehicle-miles traveled and achieving the region’s targets for reducing greenhouses gases from autos and light-duty trucks by 19% per capita, from 2005 levels, by 2035.
- A \$3.8 billion savings to local jurisdictions from reduced capital infrastructure and ongoing operations of maintenance costs due to the more efficient development patterns.
- Increased investment in active transportation from \$12 billion to \$22 billion, including safety improvements and safe routes to school investments.
- An overall return of \$1.54 for every \$1 spent.

“A key to building an effective regional transportation strategy that supports a resilient and equitable economy is understanding local growth patterns, allowing us to focus attention on those areas with unique opportunities for investments in the necessary multimodal transportation needs. Fully

implemented, this plan will create hundreds of thousands of jobs, generate billions of dollars of economic activity, and help us meet our regional goals of sustainability, transportation equity and improved public health and safety,” said Kome Ajise, SCAG Executive Director.

For more on Connect SoCal, visit www.connectsocial.org.

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About SCAG

SCAG is the nation’s largest metropolitan planning organization, representing six counties, 191 cities and nearly 19 million residents. SCAG undertakes a variety of planning and policy initiatives to plan for a livable and sustainable Southern California now and in the future. For more information about SCAG’s regional efforts, please visit www.scag.ca.gov.

CONNECT SOCAL UPDATE

On May 7, the Regional Council approved Connect SoCal (2020-2045 Regional Transportation Plan/Sustainable Communities Strategy) for federal transportation conformity purposes, certified the Connect SoCal program environmental impact report (PEIR), and delayed for up to 120 days approval of the plan for other purposes primarily due to the COVID-19 pandemic. As part of this action, the Regional Council directed SCAG staff to conduct outreach to jurisdictions to confirm general plan and entitlement information in the Connect SoCal growth forecast. Six jurisdictions requested revisions along these lines and SCAG confirmed those revisions in August. SCAG also shared an update with local city managers and county administrators on revisions to the Connect SoCal growth forecast and updated a broad group of stakeholders on COVID-19 related outreach in preparation for consideration of Connect SoCal for full adoption by the Regional Council at its meeting scheduled for September 3.

During the 120-day delay, SCAG staff further engaged with stakeholders to clarify the constraints of SCAG's Tier 2 transportation analysis zone (TAZ)-level growth forecast (used for Connect SoCal modeling purposes). As a result of these discussions, SCAG clarified the Connect SoCal Growth Forecast Guiding Principles as reflected in the September 3 meeting agendas for the joint meeting of the policy committees (JPC) and the Regional Council. The Connect SoCal staff report and resolution for consideration by the Regional Council elaborate on the non-binding, advisory nature of this dataset and clarify the limits of SCAG's authority with respect to the use of TAZ-level data.

The timely approval of Connect SoCal in its entirety will enable SCAG staff to proceed with the distribution of the draft Regional Housing Needs Assessment (RHNA) allocations to local jurisdictions and submit Connect SoCal to the California Air Resources Board for confirmation that the plan will meet per capita greenhouse gas (GHG) reductions targets if implemented, thereby ensuring the region's eligibility and competitiveness for roughly \$1.4 billion requested from state transportation funding programs. Approval of Connect SoCal will also enable staff to proceed with implementing activities designed to support pandemic recovery efforts as further outlined in the Connect SoCal Implementation Strategy, which has been provided to policy committee members and the Regional Council as a separate report in the September 3 meeting agendas. The final plan aims to address the prior May 7 direction of the Regional Council and secure full adoption of the plan in its entirety.

As part of the September 3 Connect SoCal staff report for consideration by the JPC and Regional Council, staff is also recommending adoption of an addendum to the Connect SoCal PEIR, which evaluates technical refinements for Connect SoCal and addresses two comment letters from the Center of Biological Diversity (CBD) received on May 1 and May 6, respectively, wherein the CBD requested expanded background information related to the PEIR environmental setting, environmental impacts, and consideration of other mitigation measures. While SCAG is not obligated to respond to late comments (as the public review period occurred from December 9, 2019 to January 24, 2020), in the interest of providing as much information to the public as possible, SCAG has addressed the CBD's comments and incorporated additional information in the Connect SoCal PEIR addendum.

For more updates on Connect SoCal, please visit ConnectSoCal.org.

SCAG HOSTS TWO-DAY VIRTUAL WORKSHOP IN SUPPORT OF LOCAL HOUSING ELEMENT UPDATES

SCAG hosted a two-day virtual workshop—one session on August 20 and the other on August 27—that provided local governments and other stakeholders in the SCAG region with information and resources to support their 6th Cycle RHNA housing element updates. The workshop served as a stepping stone to begin the conversation, as well as emphasize SCAG's role as a resource for housing element updates supported in part by the Regional Early Action Planning (REAP) program. SCAG was joined by staff from both the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) to present new legislation relating to housing element compliance and the safety elements and environmental justice components of general plan updates.

Speakers from HCD and SCAG provided an in-depth summary of the available and planned technical assistance for housing element updates. The workshop also featured information on determining accessory dwelling unit capacity and affordability, site inventory strategies, best practices, and lessons learned from veterans preparing past housing element updates. With over 300 attendees, many key stakeholders were engaged in the briefings of legislative and technical requirements of the housing element updates. Attendees included representatives of local government, consultants, housing advocates, and residents. Please visit the [SCAG website](#) for more information and resources.

SCAG TO PARTNER WITH MSRC FOR LAST MILE FREIGHT PROJECT COMMERCIAL DEPLOYMENT

At the August 20 Mobile Source Air Pollution Reduction Review Committee (MSRC) Board meeting, the MSRC Board unanimously approved a statement of work contract proposed by SCAG for \$10 million in grant funds to implement Phase 1 of the Last Mile Freight Project Commercial Deployment. SCAG will partner with the MSRC, serving as the implementor of the Last Mile Freight Project Commercial Deployment through a sole-source contract. SCAG has developed a two-phased approach for the Last Mile Freight Project Commercial Deployment

- **Phase 1:** Establish a call-for-projects process, focusing on the procurement and commercial deployment of zero-emission (ZE) or near-zero emission (NZE) heavy- and/or medium-duty on-road trucks (can include ZE/NZE equipment and supporting infrastructure).
- **Phase 2:** Conduct robust outreach to expand Phase 1 projects and coordinate with both public and private sector stakeholders to deploy broader innovative technologies currently being demonstrated by leading last mile delivery companies, particularly in e-commerce use-cases.

The project's Phase 1 commercial deployment will align with Connect SoCal's key connections including accelerated electrification through ZE vehicles, equipment, and supporting infrastructure. The last mile component is a crucial and growing area of focus with the increasing purchase of goods by consumers through e-commerce, especially as e-commerce growth has accelerated from COVID-19-related impacts. As part of the initial step of this project, SCAG will develop and present the program guidelines for approval in the upcoming months.

GO HUMAN CAMPAIGN RE-LAUNCHES

In August, SCAG's [Go Human](#) program re-launched its advertising campaign with new messaging to encourage drivers to slow down and watch for people walking. Residents across the region saw ads on billboards, gas pump toppers, and social and digital platforms, reaching 280 million impressions. The advertising campaign is just one of many strategies to support safety across the region, which also include a Safe Driver Twitter chat that was held on August 27. SCAG has also developed a [Safe Driver Pledge](#) that asks individuals to practice safe driving practices that create safe streets for vulnerable users, particularly those who walk and bike.

2020-2021 SUSTAINABLE COMMUNITIES PROGRAM FUNDING OPPORTUNITY TO LAUNCH IN SEPTEMBER

In early September, SCAG will launch the 2020-2021 Sustainable Communities Program funding opportunity to provide technical assistance and resources to local jurisdictions in support of local sustainability and active transportation planning efforts and the implementation of Connect SoCal. The first call for applications will focus on active transportation and safety projects with another three calls for projects to be announced in the future. To date, SCAG's grant programs in support of these efforts have surpassed \$43.4 million in total funding through the Compass Blueprint program (\$22 million), 2016 Sustainability Planning Grants Call for Proposals (\$12.8 million), and the 2018-2019 Sustainable Communities Program funding opportunity (\$8.6 million). Please visit the [2020-2021 Sustainable Communities Program page](#) for further details.

GO HUMAN MINI-GRANT ACTIVITIES UNDERWAY

A total of 28 *Go Human* Safety Mini-Grant projects from across the SCAG region are now underway. Awarded projects span a wide range of activities that are centered on the mobility and transportation needs of those most impacted by COVID-19, including a storytelling radio series focusing on transit, virtual workshops for youth, free bike match and repair for essential workers and families, and co-creation of community resilience and safety resources, among many other creative and impactful projects. More than \$200,000 was awarded to community-based organizations across the region. Please visit the [SCAG Go Human blog](#) for more information about the Mini-Grants program and other upcoming projects and events.

SCAG RELEASES PRE-CERTIFIED LOCAL HOUSING DATA TO HELP JURISDICTIONS WITH HOUSING ELEMENT UPDATES

In collaboration with HCD, SCAG has developed a housing needs data package for each local jurisdiction. This data will provide an important tool to save costs and time in updating housing elements for all local jurisdictions in the region. To comply with state housing law, jurisdictions within California must update their housing element every eight years. The data has been pre-certified by HCD to satisfy nearly all statutory requirements for quantification of a local jurisdiction's housing needs and are [available as complete reports as well as in raw format](#). SCAG is continuing to develop innovative methods of technical assistance to help local jurisdictions with their 6th Cycle RHNA housing element updates, including working with HCD to streamline the review process.

SCAG PARTNERS WITH LOCAL COMMUNITY GROUP IN LONG BEACH ON IMPACT OF COVID-19 ON TRANSPORTATION FOR SENIORS AND OTHERS

On August 13, Long Beach Grey Panthers, in partnership with SCAG, hosted "Seniors Move," a virtual conversation about COVID-19's impact on transportation for seniors and other vulnerable populations in Long Beach. SCAG President Rex Richardson kicked off the panel with opening remarks and Myron Wollin, President of Long Beach Grey Panthers along with Long Beach Councilmember Mary Zendejas facilitated the conversation between panelists Mike Gold (Long Beach Transit), KeAndra Cylear Dodds (LA Metro), Mariham Iskander (LGBTQ Center Long Beach), and Dr. Dean Toji (CSU Long Beach). The panel discussed the unique vulnerabilities of the elderly community in Long Beach, with a focus on the LGBTQ community. Existing challenges in reaching and providing services to vulnerable members of the Long Beach community have been exacerbated by the COVID-19 pandemic, particularly due to barriers in disseminating critical information to transit users on service changes and safety for seniors. The conversation aired live on the Long Beach Grey Panthers Facebook page.

This event was the first in a series of engagements hosted by community-based organizations (CBO) examining the path to an equitable recovery of the transportation system, supported by SCAG's Mobility Innovation and Pricing project. This initiative aims to provide a forum for a shared learning experience with community members to better understand the travel patterns and needs of underrepresented communities throughout the region. Each of these events will be planned and hosted by CBOs to focus on the needs and lived experiences of their community members. Supporting the participation of underrepresented communities in the planning process can build the foundation for equitable implementation of future innovative transportation planning and programs, both through COVID-19 recovery and beyond.

SCAG HOSTS WEBINAR ON RESETTING THE ECONOMIC DEVELOPMENT TABLE AFTER THE COVID-19 SLOWDOWN

On July 23, SCAG hosted a webinar with Kosmont Companies discussing the potential local financing implications of the COVID-19 pandemic for local governments. This session was attended by roughly 100 stakeholders from local jurisdictions and other groups and featured projections of transient occupancy tax and sales tax revenue, as well as information on funding and financing programs that can support accelerated revitalization of retail properties and hotel sites with a focus on retrofitting larger shopping center sites that experienced COVID-19 induced vacancies from tenants forced to close who will not likely reopen. The webinar is [available for viewing online](#).

TOOLBOX TUESDAY TRAINING FOCUSES ON GREEN REGION INITIATIVE SUSTAINABILITY INDICATORS MAP

On July 21, SCAG hosted a Toolbox Tuesday webinar, “Measuring the Region’s Progress with the Green Region Initiative Sustainability Indicators Map,” which provided an overview of the map tool that will help jurisdictions within the SCAG region measure and track sustainability progress across 11 categories and 28 sustainability indicators. In addition, the training covered how the map tool can be used to apply for grants as well as track sustainability progress and best practices in Southern California. A recording of the webinar, as well as materials from the training session, are [available on the SCAG website](#).

FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM UPDATES

Between July 10 and August 21, SCAG’s Federal Transportation Improvement Program (FTIP) team processed two Regular Amendments and two Administrative Modifications for our county transportation commissions in order to obligate federal funds prior to the end of the federal fiscal year. At the same time, staff processed 12 Federal Transit Administration (FTA) Grant Concurrences and assisted transit operators to obligate their FTA grants. Staff also issued the FY 2020, 3rd Quarter Section 5307 Balance Reports for the 6 urbanized areas: LA-Long Beach-Anaheim, Riverside-San Bernardino, Temecula, Santa Clarita, Lancaster–Palmdale and Murrieta–Temecula–Menifee. The FTIP is critical to the delivery of a wide variety of transportation projects across the region such as highway improvements, transit, rail and bus facilities, high occupancy vehicle (HOV) lanes, high occupancy toll (HOT) lanes, signal synchronization, intersection improvements, freeway ramps, non-motorized projects, and bicycle- and pedestrian-related improvements.

SCAG TDM STRATEGIC PLAN RECEIVES NATIONAL AWARD

On August 5, SCAG received the Association for Commuter Transportation National Award for Excellence in Planning for its Transportation Demand Management (TDM) Strategic Plan. The TDM Strategic Plan was developed with the guidance of TDM experts at the local and regional levels from both public and private sectors. It identifies goals, objectives and performance measures to help shape TDM-related planning and policy, with a focus on improving air quality, public health, and quality of life through improved mobility, access to alternative modes, and information sharing. The exploration of existing conditions, international best practices, and the future of mobility helped establish recommendations for addressing the challenges in TDM implementation across the region. The TDM Strategic Plan is a critical component of Connect SoCal and SCAG is currently advancing several planning studies to implement priority recommendations. The final report is available on the SCAG website.

SCAG HONORED WITH STATE-WIDE AWARD FOR PUBLIC OUTREACH ON CLIMATE CHANGE

The California Chapter of the American Planning Association selected SCAG as the 2020 Excellence Award Winner for Public Outreach for SCAG’s “Climate Talks” climate adaptation community outreach events. During these events, the public was invited to walk through an immersive Climate Talks pop-up box that depicted different communication strategies to help residents understand the impact and potential real-life consequences of climate change. This work is part of the Regional Climate Adaptation Framework, which is currently in development and will include tools for local governments and community-based organizations to address climate resiliency and reduce the harms from climate change-related hazards like wildfires, sea-level rise, extreme heat, and flood risks.

SCAG STAFF RECEIVES ZEVe AWARD FROM STATE

In July, SCAG staff member, Joseph Cryer, was recognized by the Governor’s Office of Business Development (GO-Biz) with a ZEVe Award for his work supporting ZEV infrastructure. The ZEVe Award honors ZEV champions throughout the state for their leadership and dedication to improving the ZEV infrastructure approval process. Joseph is a co-lead of SCAG’s accelerated electrification strategy, one of the Key Connections defined in Connect SoCal for implementing the Plan and creating a more sustainable region. This fall, SCAG will kick off a study and public outreach campaign to help drive the growth of electric vehicle charging in the region.

SCAG LAPTOP REFRESH COMPLETED

Despite extended teleworking conditions, SCAG's Information Technology (IT) department successfully completed an agency-wide laptop upgrade project, which included remote distribution, migration of data, and setup and support for all SCAG staff. The new laptops, approved in February 2020, replace outdated and unreliable hardware by providing staff with updated computing capabilities to support the agency's work.

GO HUMAN DEMONSTRATION PROJECT LEADS TO MAKEOVER OF SAN PABLO AVENUE IN PALM DESERT

In May 2016, SCAG's *Go Human* campaign supported a two-week demonstration project in downtown Palm Desert called "Vision San Pablo," which provided residents with a preview of proposed changes to San Pablo Avenue and an opportunity to give feedback on the proposed changes and designs. In August of this year, after one year of construction, San Pablo Avenue in Palm Desert has been reconfigured with improved crosswalks, bike lanes, pocket parks, and landscaping, to complete Phase 1 of the makeover. Congratulations to Palm Desert on their efforts to go human!



Date: September 18, 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) Commissioner's meeting of September 23, 2020:

1. **Project Updates:**

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

2. **Construction:**

I-8/Imperial Avenue Interchange

The project includes 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.

Construction crews successfully demolished and removed the existing bridge at the I-8/Imperial Avenue interchange overnight on July 23, 2020. Since then, crews continue importing soil to build the ramps and new bridge abutments. Once completed, the abutments will be left to settle for a required time until early December.

During the next few weeks the contractor will be implementing erosion control measures on the constructed slopes. Soil excavation is expected to begin again in mid-September to install drainage systems throughout the southern portion of the project.

Construction (continued):

Work will take place weekdays from 7:00 a.m. to 3:30 p.m. for the time being. Eastbound I-8/Imperial Avenue ramps will continue to be closed through spring 2021.

Caltrans presented a project update to the El Centro Rotary Club on September 10, 2020 via a virtual meeting and expects to issue a project update to stakeholders before the end of September.

Informational materials are available at:

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

The project schedule has been advanced. The project is expected to open to traffic in late 2021 or early 2022, with plant establishment and close out work continuing through 2023.



SR-98 Widening Project

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. 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 by the City of Calexico.

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. The total project cost is estimated at \$6.33 million using a combination of 2016 Earmark Repurposing, Demonstration, and Traffic Congestion Relief funds. The project has a \$1.7 million funding shortfall for which Caltrans is requesting an ICTC contribution of \$200,000, the remaining \$1.5 million shortfall would be covered by various other State funds which will be considered at the October CTC meeting. Consideration of the additional ICTC contribution will be considered during the September LTA meeting.

Construction (continued):

SR-111 Niland Geyser/Mudpot

The SR-111 Niland Geyser/Mud Pot is active. A second caldera developed and is holding steady at approximately 45 feet away from SR-111. Crews tied in the temporary detour road that was previously constructed and opened it to traffic on August 5, 2020 at 9:00 a.m. The temporary detour will remain in place as the mud pot moves beyond the original freeway.

3. Traffic Operations:

SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans has informed the contracted project manager that the new preliminary proposal would require a traffic study and Intersection Control Evaluation (ICE) Report since this new CBP proposal would modify the intersection of SR-86 and SR-78.

It would also require a separate encroachment permit for the additional lane that is being proposed.

SR-86/Westmorland School Crossing Improvements

Caltrans has recently completed the installation of signage and pavement treatments for the pedestrian crossing at the intersection of SR-86 and C Street in Westmorland.



Traffic Operations (continued):



4. Planning:

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.

Caltrans recently reviewed the 2040 City of El Centro General Plan Update Notice of Preparation (NOP) Draft Program Environmental Impact Report (PEIR) and submitted a letter to the City of El Centro on August 17, 2020. Caltrans Environmental, Traffic Engineering Analysis and Planning (Complete Streets/Mobility Network)

Planning (Continued):

Branches had an opportunity to provide comments in the letter. The 2040 City of El Centro General Plan PEIR will be released soon and Caltrans will have the opportunity to review this document in its entirety.

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 (BMP):

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.

During the summer of 2020, the following items were accomplished:

- *Two stakeholder surveys*
- *Two workshops:*

Next steps:

Finalize POE profiles and existing conditions report, develop a draft report on innovative ideas which will be presented at the next Technical Working Group meeting which was held on September 10, 2020. During this meeting, slight schedule modifications were made and TWG members were encouraged to work cooperatively to develop projects to avoid duplication.

5. Local Assistance:

Active Transportation Program (ATP) Cycle 5 Call for Projects - Closed:

The California Transportation Commission (CTC) call for ATP projects began March 25, 2020. *September 15, 2020 was the new deadline for submittal.*

Although financing projects statewide, the ATP is oversubscribed and cannot meet all needs. This following link opens a list of additional programs that fund active transportation-related projects:

<https://files.constantcontact.com/ca01ba7c601/abc996b7-fdc8-49ed-b9bc-1fdc2e918ca2.pdf>

October 19, 2020 – Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects (update)

Caltrans Division of Local Assistance announced the local HSIP Cycle 10 Call-for-Projects on May 5, 2020. *The revised application deadline is October 19, 2020.*

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>

Resources and presentations from the recent Webinar are now posted through the following link.

<http://www.localassistanceblog.com/2020/06/13/new-resources-hsip-cycle-10-webinar>



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

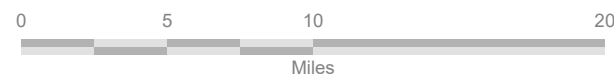
7. Calexico East POE Bridge Widening
Design/Build Begin Mar 2021; Complete June 2023
8. SR-86/Dogwood Road Intersection Improvements County Permit*
Complete Oct 2022
9. I-8/Imperial Ave Interchange Improvements
Open to Traffic May 2022; Complete May 2023
10. SR-86 Tamarack Bridge Erosion Damage Repair
Complete September 2020

RELINQUISHMENT

11. SR-86 Relinquishment to County of Imperial
Date Estimate 2026
12. SR-86 Relinquishment to City of El Centro
Date Estimate 2026
13. 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

POE: 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: 09/03/2020



VI. ACTION CALENDAR

A. Coordinated Public Transit – Human Services Transportation Plan Update – Award Recommendation

Requested Action:

1. Approve the award of the Agreement for the Coordinated Public Transit – Human Services Transportation Plan Update to *Moore and Associates* in the amount of \$74,293.46.
2. Authorize the Chairperson to sign the agreement.



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

September 16, 2020

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

SUBJECT: Coordinated Public Transit – Human Services Transportation Plan Update – Award Recommendation

Dear Commission Members:

In accordance with the provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), recipients under the Federal Transit Administration (FTA) Sections 5310 amongst other federal programs. Public transit agencies must comply with all federal coordinated planning requirements to be eligible for available funds. The reauthorization stipulates that projects selected for funding under these specified programs must be derived from a locally coordinated, public transit-human services transportation plan (Coordinated Plan).

The update to the Coordinated Plan will include a reassessment of all available public and private transportation services in Imperial County, a reassessment of public and social services transportation needs, development of strategies and/or activities to address gaps in service, identification of coordination actions to eliminate or reduce duplication in services where they exist, and a prioritization of implementation strategies.

ICTC staff recently completed a competitive bid via a Request for Proposals (RFP) process to acquire the services of a qualified consulting team to complete the Coordinated Public Transit – Human Services Transportation Plan Update. The RFP was circulated to various professional service firms who have experience completing similar work for other agencies.

A total of one (1) consultant submitted a response to ICTC's RFP. The consultant that submitted a response was Moore and Associates. As a result of only having one submittal, ICTC conducted a review of the consultant's response and deemed it responsive. Amongst the items reviewed to determine responsiveness, ICTC staff reviewed technical experience, proposed methodology and approach to work; project team and staff qualifications; price and a comparison to available budget; and completeness of response and references.

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

<u>NAME</u>	<u>RANKING</u>	<u>PRICE</u>	<u>Cost/Hour</u>
Moore and Associates	1	\$74,293.46	\$92.94

Moore and Associates has experience working with ICTC on previous projects, as the firm recently completed ICTC's TDA Triennial Performance Audit. Moore and Associates will be utilizing its Valencia office. Moore and Associates will utilize the services of a DBE located in the San Diego area to assist with Bilingual services.

A budget of \$75,000 was identified and approved in the ICTC FY 2020-21 OWP and budget (7416001-525010).

The original procurement documents; RFP and consultant response proposals; and, all contract exhibits referenced in the contract document are available for review at the ICTC administrative offices by request.

The ICTC Management Committee met on September 9, 2020 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the award of the Agreement for the Coordinated Public Transit – Human Services Transportation Plan Update to *Moore and Associates* in the amount of \$74,293.46.
2. Authorize the Chairperson to sign the agreement.

Sincerely,



MARK BAZA
Executive Director

MB/da/cl

Attachment

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2020, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION** (“ICTC”) and [business name] [business type] (“CONSULTANT”) (individually,
6 “Party;” collectively, “Parties”).

7 **W I T N E S S E T H**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide
9 professional services for [specify services] (“the Project”); and

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

13 **NOW, THEREFORE**, ICTC and CONSULTANT have and hereby agree to the following:

14 1. **DEFINITIONS.**

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation
16 Commission (ICTC) [name of RFP]” dated [date]. The RFP is attached as **Exhibit “A”** and incorporated
17 herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal to Provide: [name of
19 proposal]” dated [date]. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

20 2. **CONTRACT COORDINATION.**

21 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
22 progress and execution of this Agreement. [name of manager] is hereby designated as the Contract
23 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this
24 Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be
25 subject to the prior written acceptance and approval of ICTC.

26 ///

27 ///

28 ///

1 3. DESCRIPTION OF WORK.

2 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
3 event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the
4 Proposal and this Agreement shall take precedence over both.

5 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
6 rate set forth in Exhibit "B".

7 4. WORK TO BE PERFORMED BY CONSULTANT.

8 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the RFP,
9 Proposal and this Agreement.

10 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
11 performance of the obligations assumed by CONSULTANT hereunder.

12 4.3. CONSULTANT shall:

13 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
14 may be necessary and incidental to the due and lawful prosecution of the services to be performed
15 by CONSULTANT pursuant to this Agreement;

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
20 services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
24 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
25 drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC. The preceding restriction shall not apply to information which is in the public domain, was
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
3 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
5 including confidential information, in response to a subpoena, court order, or other legal process.
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall
7 promptly notify ICTC in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
10 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
11 and understands that ICTC is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
13 possessing all required licenses and authorities to do business in the State of California and perform all
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
16 provide any other services, or materials, in connection therewith until CONSULTANT has received
17 written authorization from ICTC to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
25 true and correct.

26 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
27 material and would not enter into this Agreement with CONSULTANT if such representations were not
28 made.

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed [] dollars (\$[]) unless
3 otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set
6 forth in the cost schedule attached hereto as **Exhibit "C"**. ICTC shall pay CONSULTANT for completed
7 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall
8 retain 10% of the total compensation until the work to be performed has been completed in accordance with
9 this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

10 8. METHOD OF PAYMENT.

11 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a
12 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.
13 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the
14 normal course of business within thirty (30) days after the claim is submitted.

15 9. TERM AND TIME FOR COMPLETION OF THE WORK.

16 9.1. This Agreement shall commence on the date first written above and shall remain in effect
17 through completion of the Project unless otherwise terminated as provided herein.

18 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
19 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for
20 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the
21 negligence or lack of due care on the part of CONSULTANT.

22 10. SUSPENSION OF AGREEMENT.

23 ICTC shall have the authority to suspend this Agreement, wholly or in part, for such period as
24 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform
25 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the
26 date of suspension.

27 11. SUSPENSION AND/OR TERMINATION.

28 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
2 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
3 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of
4 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
5 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and
6 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
7 appointed and the decision of the arbitrator shall be binding upon the Parties.

8 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
9 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
10 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
11 permanent property of ICTC.

12 12. INSPECTION.

13 CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that
14 the services of CONSULTANT are being performed in accordance with the requirements and intentions of
15 this Agreement. All work done and materials furnished, if any, shall be subject to ICTC's inspection and
16 approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill
17 its Agreement as prescribed.

18 13. OWNERSHIP OF MATERIALS.

19 All original drawings, videotapes and other materials prepared by or in possession of
20 CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be
21 delivered to ICTC upon demand.

22 14. INTEREST OF CONSULTANT.

23 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
24 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
25 performance of the services hereunder.

26 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
27 person having such an interest shall be employed.

1 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
2 this Agreement is an officer or employee of ICTC.

3 15. INDEMNIFICATION.

4 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant
5 shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials,
6 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and
7 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at
8 any time and property damage), and from any and all claims, demands and actions in law or equity
9 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the
10 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents
11 or volunteers in the performance of professional services under this Agreement.

12 B. Other Indemnities. Other than in the performance of professional services, and to the
13 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its
14 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
15 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
16 including but not limited to personal injury, death at any time and property damage), and from any and
17 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
18 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
19 Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of
20 its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall
21 not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross
22 negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members,
23 officers, officials, employees, agents or volunteers.

24 C. If Consultant should subcontract all or any portion of the services to be performed under
25 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend
26 ICTC and its members, board members, officers, officials, employees, agents and volunteers in
27 accordance with the terms of the preceding paragraphs.

28 D. This section shall survive termination or expiration of this Agreement.

1 16. INDEPENDENT CONTRACTOR.

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

5 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
6 requirements and results specified by this Agreement or any other agreement.

7 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
8 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
9 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
10 the requirements of this Agreement.

11 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
12 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
13 coverage or any other type of employment or worker insurance or benefit coverage required or provided
14 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

15 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
16 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
17 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
18 program required or provided by any Federal, State or local law or regulation.

19 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
20 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
21 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
22 or coverage designated for, provided to, or offered to ICTC's employee.

23 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
24 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

25 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
26 and conduct itself as an independent contractor, not as an employee of ICTC.

27 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
28 or obligate ICTC in any way without the written consent of ICTC.

1 17. INSURANCE.

2 Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and
3 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by
4 the California Insurance Commissioner to do business in the State of California and rated not less than
5 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by ICTC's Executive
6 Director or his/her designee at any time and in his/her sole discretion. The following policies of
7 insurance are required:

8 (i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the
9 most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form
10 CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising
11 injury" with coverage for premises and operations (including the use of owned and non-owned
12 equipment), products and completed operations, and contractual liability (including, without limitation,
13 indemnity obligations under the Agreement) with limits of liability of not less than the following:

14 \$2,000,000 per occurrence for bodily injury and property damage

15 \$1,000,000 per occurrence for personal and advertising injury

16 \$4,000,000 aggregate for products and completed operations

17 \$4,000,000 general aggregate

18 (ii) **COMMERCIAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as
19 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,
20 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code
21 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and
22 property damage.

23 (iii) **WORKERS' COMPENSATION** insurance as required under the California Labor Code.

24 (iv) **EMPLOYERS' LIABILITY** insurance with limits of liability of not less than \$1,000,000
25 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

26 (v) **PROFESSIONAL LIABILITY** (Errors and Omissions) insurance appropriate to
27 Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000
28 policy aggregate.

1 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the
2 minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford
3 no less coverage than the primary insurance policy(ies).

4 Consultant shall be responsible for payment of any deductibles contained in any insurance policies
5 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.
6 Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC’s Executive
7 Director or his/her designee in his/her sole discretion. At the option of the ICTC’s Executive Director or
8 his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured
9 retentions as respects ICTC, its members, board members, officers, officials, employees and agents; or
10 (ii) Consultant shall provide a financial guarantee, satisfactory to the ICTC’s Executive Director or
11 his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations,
12 claim administration and defense expenses. At no time shall ICTC be responsible for the payment of
13 any deductibles or self-insured retentions.

14 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
15 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written
16 notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of
17 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish ICTC with a
18 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
19 expire during the work to be performed for ICTC, Consultant shall provide a new certificate, and
20 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
21 expiration date of the expiring policy.

22 The General Liability and Automobile Liability insurance policies shall be written on an
23 occurrence form. The General Liability (including ongoing operations and completed operations) and
24 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,
25 officials, employees and agents as an additional insured. All such policies of insurance shall be
26 endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its
27 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall
28 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,

1 officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a
2 waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and
3 volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability
4 greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the
5 higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the
6 specified minimum limits of insurance and coverage shall be available to ICTC.

7 If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made
8 coverage form:

9 (i) The retroactive date must be shown, and must be before the effective date of this Agreement
10 or the commencement of work by Consultant.

11 (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5
12 years after completion of the work or termination of the Agreement, whichever first occurs.

13 (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy
14 form with a retroactive date prior to the effective date of the Agreement, or work commencement date,
15 Consultant must purchase extended reporting period coverage for a minimum of 5 years after
16 completion of the work or termination of the Agreement, whichever first occurs.

17 (iv) A copy of the claims reporting requirements must be submitted to ICTC for review.

18 (v) These requirements shall survive expiration or termination of the Agreement.

19 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting
20 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
21 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**
22 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,
23 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under
24 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and
25 correct copy of the original policy. This requirement shall survive expiration or termination of this
26 Agreement.

27 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-
28 Consultants fail to maintain any required insurance in full force and effect, all work under this

1 Agreement shall be discontinued immediately, until notice is received by ICTC that the required
2 insurance has been restored to full force and effect and that the premiums therefore have been paid for a
3 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for
4 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve
5 Consultant of its responsibilities under this Agreement.

6 The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the
7 liability of Consultant, including, without limitation, liability under the indemnity provisions of this
8 Agreement. The duty to indemnify ICTC shall apply to all claims and liability regardless of whether any
9 insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits do
10 not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or
11 purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the
12 liability of Consultant, its principals, officers, agents, employees, persons under the supervision of
13 Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by
14 any of them.

15 If Consultant should subcontract all or any portion of the services to be performed under this
16 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of
17 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance
18 with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and
19 endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the
20 sub-Consultant.

21 18. ASSIGNMENT.

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

25 19. NON-DISCRIMINATION.

26 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
27 against any employee or applicant for employment or employee of ICTC or member of the public
28 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the

1 evaluation and treatment of its employees and applicants for employment and employees and members
2 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
3 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
4 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
5 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
6 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
7 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
8 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
9 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
10 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
11 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
12 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
13 to this Agreement.

14 20. NOTICES AND REPORTS.

15 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
16 by personal delivery or by mailing by certified mail, addressed as follows:

17 **ICTC**

18 Attn: Executive Director
19 Imperial County Transportation Commission
20 1503 N. Imperial Ave., Ste 104
21 El Centro, CA 92243

CONSULTANT

Attn: Project Manager

22 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
23 by mailing by certified mail at such other address as either Party may designate in a notice to the other
24 Party given in such manner.

25 20.3. Any notice given by mail shall be considered given when deposited in the United States
26 Mail, postage prepaid, addressed as provided herein.

27 ///

28 ///

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1 21. ENTIRE AGREEMENT.

2 This Agreement contains the entire agreement between ICTC and CONSULTANT relating to the
3 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
4 understandings, provisions, negotiations, representations, or statements, either written or oral.

5 22. MODIFICATION.

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

8 23. PARTIAL INVALIDITY.

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

12 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

20 25. WAIVER.

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

24 26. CHOICE OF LAW.

25 This Agreement shall be governed by the laws of the State of California. This Agreement is
26 made and entered into in Imperial County, California. Any action brought by either Party with respect
27 to this Agreement shall be brought in a court of competent jurisdiction within said County.

28 ///

1 27. ATTORNEY'S FEES.

2 If either Party herein brings an action to enforce the terms thereof or declare rights hereunder,
3 each Party in any such action, on trial or appeal, shall bear its own attorney's fees and costs.

4 28. AUTHORITY.

5 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants
6 that:

7 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
8 CONSULTANT;

9 28.2. Such execution and delivery is in accordance with the terms of the Articles of
10 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

11 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

12 29. COUNTERPARTS.

13 This Agreement may be executed in counterparts.

14 30. REVIEW OF AGREEMENT TERMS.

15 This Agreement has been reviewed and revised by legal counsel for both ICTC and
16 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting
17 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments
18 thereto.

19 ///

20 ///

21 ///

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 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4
5 _____
6 Chair

7 **ATTEST:**
8
9 _____
10 Secretary to the Commission

11 **CONSULTANT:**

12
13 By: _____

14
15 **APPROVED AS TO FORM:**

16 **COUNTY COUNSEL**
17
18 By: _____
19 Deputy County Counsel

VI. ACTION CALENDAR

B. Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations – Calendar Years 2020-2022

Requested Action:

1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective October 1, 2020, for the audit period of calendar years 2020, 2021 and 2022, with the firm of TRC Engineering Services, LLC:
 - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee is set at \$16,796
 - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee is set at \$16,796
 - C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee is set at \$16,796
 - D. For the post-delivery inspection service fee of \$860 per event.



15035 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

September 16, 2020

George Nava, Chairman
Imperial County Transportation Commission
11503 N. Imperial Ave. Suite 104
El Centro, Ca. 92243

SUBJECT: Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations – Calendar Years 2020-2022

Dear Commission Members:

Over the past few years, ICTC has taken ownership of sixty-three (63) transit vehicles with an estimated value of approximately \$8.5 million dollars. The vehicles are utilized to transport passengers under the contracted services for *Imperial Valley Transit*, *IVT Access* for persons with disabilities, *IVT RIDE* for seniors and persons with disabilities, and *IVT MedTrans*, the non-emergency transportation to medical facilities in San Diego.

Part of the agreement between ICTC and First Transit (Operator) is that First Transit is to provide maintenance services for all fleet vehicles. Maintenance services includes regular preventative maintenance such as oil changes and similar items in addition to repair services as required for any vehicles in the fleet. First Transit also has dedicated maintenance staff including a maintenance manager that is responsible for the upkeep of the fleet.

After a review of resources and consultation with peer agencies ICTC staff recognized that specialized assistance would be beneficial in the oversight of the maintenance performed on the transit fleet. The work associated would include but not be limited to: fleet inspection; review of safety procedures and policies; reviews of the transit contractor's preventative maintenance records; maintenance shop operations; fluid samples and, laboratory analysis on an annual basis.

The consultant will also be required to review the existing contractual agreements between ICTC and the operators to determine that contract language is in place to hold the operator accountable for negligence, that contractual definitions of maintenance terms are consistent with industry practices and understood by ICTC staff and the operator staff, that pricing mechanisms are in line with industry practices for parts and maintenance services and that contractor maintenance staffing requirements are sufficient to ensure proper and efficient turnaround for the maintenance of the vehicles.

A competitive bid was completed in August 2020 for a new three-year contract. ICTC received one (1) additional proposal, however, the proposal was deemed non-responsive due to the response being received past the deadline.

The following is a summary of the one qualified proposal:

Firm	Total Inspections	Total 3-Yr Cost	Avg Cost/Per Year
Transit Resource Center Engineering Services, LLC. (TRC)	1 per Year	\$50,388.00	\$16,796.00

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

It must be noted that the current four transit operations are under separate contracts, but with one operator, First Transit, Inc. This reduces the physical locations and maintenance systems etc. that must be reviewed by the audit team, thereby reducing the annual cost. Should future competitive bids be conducted for transit services during this three-year period, and additional transit operators be awarded service contracts, a contract modification may be required for additional time and expense.

The proposal from TRC indicated that their project team was focused on delivering the requested services as noted within the contents of the Request for Proposals. TRC's proposal acknowledged and elaborated on all of the Scope of Work items noted within the Request for Proposals, in addition to the ICTC issued addenda. TRC also displayed the firm's superior familiarity with transit regulations and transit maintenance operational practices. TRC was also awarded the previous agreement which offers familiarity with our system and operator. In addition, the TRC project team offered value added benefits through their knowledge and experience with larger transit agencies. This included periodic review sessions with ICTC staff on transit maintenance best practices and requirements in the industry for potential improvements in contractual language, and general improvements to ICTC staff's oversight of transit maintenance.

The project cost sets an annual budget but also contains a fee for future delivery inspection(s) of new vehicles that may be acquired by ICTC during the life of this contract.

Funding for this project has been budgeted in the ICTC FY 20-21 Overall Work Program and Budget/Transit Finance Plan and subsequent years will be budgeted to accommodate the remaining service years.

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective October 1, 2020, for the audit period of calendar years 2020, 2021 and 2022, with the firm of **TRC Engineering Services, LLC**:
 - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee is set at \$16,796
 - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee is set at \$16,796
 - C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee is set at \$16,796
 - D. For the post-delivery inspection service fee of \$860 per event.

Sincerely,

MARK BAZA
Executive Director

BY: 

David Aguirre
Transit Program Manager

MB/da/cl

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2020, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION** (“ICTC”) and [business name] [business type] (“CONSULTANT”) (individually,
6 “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide
9 professional services for [specify services] (“the Project”); and

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

13 **NOW, THEREFORE**, ICTC and CONSULTANT have and hereby agree to the following:

14 1. **DEFINITIONS.**

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation
16 Commission (ICTC) [name of RFP]” dated [date]. The RFP is attached as **Exhibit “A”** and incorporated
17 herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal to Provide: [name of
19 proposal]” dated [date]. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

20 2. **CONTRACT COORDINATION.**

21 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
22 progress and execution of this Agreement. [name of manager] is hereby designated as the Contract
23 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this
24 Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be
25 subject to the prior written acceptance and approval of ICTC.

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1 3. DESCRIPTION OF WORK.

2 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
3 event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the
4 Proposal and this Agreement shall take precedence over both.

5 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
6 rate set forth in Exhibit "B".

7 4. WORK TO BE PERFORMED BY CONSULTANT.

8 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the RFP,
9 Proposal and this Agreement.

10 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
11 performance of the obligations assumed by CONSULTANT hereunder.

12 4.3. CONSULTANT shall:

13 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
14 may be necessary and incidental to the due and lawful prosecution of the services to be performed
15 by CONSULTANT pursuant to this Agreement;

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
20 services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
24 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
25 drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC. The preceding restriction shall not apply to information which is in the public domain, was
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
3 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
5 including confidential information, in response to a subpoena, court order, or other legal process.
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall
7 promptly notify ICTC in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
10 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
11 and understands that ICTC is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
13 possessing all required licenses and authorities to do business in the State of California and perform all
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
16 provide any other services, or materials, in connection therewith until CONSULTANT has received
17 written authorization from ICTC to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
25 true and correct.

26 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
27 material and would not enter into this Agreement with CONSULTANT if such representations were not
28 made.

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed [] dollars (\$[]) unless
3 otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set
6 forth in the cost schedule attached hereto as **Exhibit "C"**. ICTC shall pay CONSULTANT for completed
7 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall
8 retain 10% of the total compensation until the work to be performed has been completed in accordance with
9 this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

10 8. METHOD OF PAYMENT.

11 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a
12 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.
13 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the
14 normal course of business within thirty (30) days after the claim is submitted.

15 9. TERM AND TIME FOR COMPLETION OF THE WORK.

16 9.1. This Agreement shall commence on the date first written above and shall remain in effect
17 through completion of the Project unless otherwise terminated as provided herein.

18 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
19 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for
20 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the
21 negligence or lack of due care on the part of CONSULTANT.

22 10. SUSPENSION OF AGREEMENT.

23 ICTC shall have the authority to suspend this Agreement, wholly or in part, for such period as
24 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform
25 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the
26 date of suspension.

27 11. SUSPENSION AND/OR TERMINATION.

28 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
2 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
3 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of
4 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
5 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and
6 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
7 appointed and the decision of the arbitrator shall be binding upon the Parties.

8 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
9 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
10 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
11 permanent property of ICTC.

12 12. INSPECTION.

13 CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that
14 the services of CONSULTANT are being performed in accordance with the requirements and intentions of
15 this Agreement. All work done and materials furnished, if any, shall be subject to ICTC's inspection and
16 approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill
17 its Agreement as prescribed.

18 13. OWNERSHIP OF MATERIALS.

19 All original drawings, videotapes and other materials prepared by or in possession of
20 CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be
21 delivered to ICTC upon demand.

22 14. INTEREST OF CONSULTANT.

23 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
24 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
25 performance of the services hereunder.

26 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
27 person having such an interest shall be employed.

28

1 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
2 this Agreement is an officer or employee of ICTC.

3 15. INDEMNIFICATION.

4 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant
5 shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials,
6 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and
7 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at
8 any time and property damage), and from any and all claims, demands and actions in law or equity
9 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the
10 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents
11 or volunteers in the performance of professional services under this Agreement.

12 B. Other Indemnities. Other than in the performance of professional services, and to the
13 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its
14 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
15 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
16 including but not limited to personal injury, death at any time and property damage), and from any and
17 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
18 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
19 Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of
20 its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall
21 not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross
22 negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members,
23 officers, officials, employees, agents or volunteers.

24 C. If Consultant should subcontract all or any portion of the services to be performed under
25 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend
26 ICTC and its members, board members, officers, officials, employees, agents and volunteers in
27 accordance with the terms of the preceding paragraphs.

28 D. This section shall survive termination or expiration of this Agreement.

1 16. INDEPENDENT CONTRACTOR.

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

5 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
6 requirements and results specified by this Agreement or any other agreement.

7 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
8 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
9 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
10 the requirements of this Agreement.

11 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
12 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
13 coverage or any other type of employment or worker insurance or benefit coverage required or provided
14 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

15 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
16 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
17 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
18 program required or provided by any Federal, State or local law or regulation.

19 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
20 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
21 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
22 or coverage designated for, provided to, or offered to ICTC's employee.

23 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
24 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

25 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
26 and conduct itself as an independent contractor, not as an employee of ICTC.

27 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
28 or obligate ICTC in any way without the written consent of ICTC.

17. INSURANCE.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by ICTC's Executive Director or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage

\$1,000,000 per occurrence for personal and advertising injury

\$4,000,000 aggregate for products and completed operations

\$4,000,000 general aggregate

(ii) **COMMERCIAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

(iii) **WORKERS' COMPENSATION** insurance as required under the California Labor Code.

(iv) **EMPLOYERS' LIABILITY** insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) **PROFESSIONAL LIABILITY (Errors and Omissions)** insurance appropriate to Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

1 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the
2 minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford
3 no less coverage than the primary insurance policy(ies).

4 Consultant shall be responsible for payment of any deductibles contained in any insurance policies
5 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.
6 Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC’s Executive
7 Director or his/her designee in his/her sole discretion. At the option of the ICTC’s Executive Director or
8 his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured
9 retentions as respects ICTC, its members, board members, officers, officials, employees and agents; or
10 (ii) Consultant shall provide a financial guarantee, satisfactory to the ICTC’s Executive Director or
11 his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations,
12 claim administration and defense expenses. At no time shall ICTC be responsible for the payment of
13 any deductibles or self-insured retentions.

14 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
15 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written
16 notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of
17 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish ICTC with a
18 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
19 expire during the work to be performed for ICTC, Consultant shall provide a new certificate, and
20 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
21 expiration date of the expiring policy.

22 The General Liability and Automobile Liability insurance policies shall be written on an
23 occurrence form. The General Liability (including ongoing operations and completed operations) and
24 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,
25 officials, employees and agents as an additional insured. All such policies of insurance shall be
26 endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its
27 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall
28 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,

1 officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a
2 waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and
3 volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability
4 greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the
5 higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the
6 specified minimum limits of insurance and coverage shall be available to ICTC.

7 If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made
8 coverage form:

9 (i) The retroactive date must be shown, and must be before the effective date of this Agreement
10 or the commencement of work by Consultant.

11 (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5
12 years after completion of the work or termination of the Agreement, whichever first occurs.

13 (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy
14 form with a retroactive date prior to the effective date of the Agreement, or work commencement date,
15 Consultant must purchase extended reporting period coverage for a minimum of 5 years after
16 completion of the work or termination of the Agreement, whichever first occurs.

17 (iv) A copy of the claims reporting requirements must be submitted to ICTC for review.

18 (v) These requirements shall survive expiration or termination of the Agreement.

19 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting
20 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
21 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**
22 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,
23 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under
24 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and
25 correct copy of the original policy. This requirement shall survive expiration or termination of this
26 Agreement.

27 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-
28 Consultants fail to maintain any required insurance in full force and effect, all work under this

1 Agreement shall be discontinued immediately, until notice is received by ICTC that the required
2 insurance has been restored to full force and effect and that the premiums therefore have been paid for a
3 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for
4 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve
5 Consultant of its responsibilities under this Agreement.

6 The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the
7 liability of Consultant, including, without limitation, liability under the indemnity provisions of this
8 Agreement. The duty to indemnify ICTC shall apply to all claims and liability regardless of whether any
9 insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits do
10 not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or
11 purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the
12 liability of Consultant, its principals, officers, agents, employees, persons under the supervision of
13 Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by
14 any of them.

15 If Consultant should subcontract all or any portion of the services to be performed under this
16 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of
17 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance
18 with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and
19 endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the
20 sub-Consultant.

21 18. ASSIGNMENT.

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

25 19. NON-DISCRIMINATION.

26 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
27 against any employee or applicant for employment or employee of ICTC or member of the public
28 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the

1 evaluation and treatment of its employees and applicants for employment and employees and members
2 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
3 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
4 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
5 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
6 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
7 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
8 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
9 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
10 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
11 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
12 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
13 to this Agreement.

14 20. NOTICES AND REPORTS.

15 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
16 by personal delivery or by mailing by certified mail, addressed as follows:

17 **ICTC**

18 Attn: Executive Director
19 Imperial County Transportation Commission
20 1503 N. Imperial Ave., Ste 104
21 El Centro, CA 92243

CONSULTANT

Attn: Project Manager

22 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
23 by mailing by certified mail at such other address as either Party may designate in a notice to the other
24 Party given in such manner.

25 20.3. Any notice given by mail shall be considered given when deposited in the United States
26 Mail, postage prepaid, addressed as provided herein.

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1 21. ENTIRE AGREEMENT.

2 This Agreement contains the entire agreement between ICTC and CONSULTANT relating to the
3 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
4 understandings, provisions, negotiations, representations, or statements, either written or oral.

5 22. MODIFICATION.

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

8 23. PARTIAL INVALIDITY.

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

12 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

20 25. WAIVER.

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

24 26. CHOICE OF LAW.

25 This Agreement shall be governed by the laws of the State of California. This Agreement is
26 made and entered into in Imperial County, California. Any action brought by either Party with respect
27 to this Agreement shall be brought in a court of competent jurisdiction within said County.

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1 27. ATTORNEY'S FEES.

2 If either Party herein brings an action to enforce the terms thereof or declare rights hereunder,
3 each Party in any such action, on trial or appeal, shall bear its own attorney's fees and costs.

4 28. AUTHORITY.

5 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants
6 that:

7 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
8 CONSULTANT;

9 28.2. Such execution and delivery is in accordance with the terms of the Articles of
10 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

11 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

12 29. COUNTERPARTS.

13 This Agreement may be executed in counterparts.

14 30. REVIEW OF AGREEMENT TERMS.

15 This Agreement has been reviewed and revised by legal counsel for both ICTC and
16 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting
17 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments
18 thereto.

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4
5 _____
6 Chair

7 **ATTEST:**

8
9 _____
10 Secretary to the Commission

11 **CONSULTANT:**

12
13 By: _____

14
15 **APPROVED AS TO FORM:**

16 **COUNTY COUNSEL**

17
18 By: _____
19 Deputy County Counsel

VI. ACTION CALENDAR

- C. On Call Engineering, Architecture and Professional Support Services – Task Order Issuance – Civil Pros – Calexico Intermodal Transportation Center (ITC) – Engineering Support Services

Requested Action:

1. Approve the Task Order Award for engineering support services for the Calexico ITC to Civil Pros in the amount of \$103,727.00.
2. Authorize the Chairperson to sign the Task Order.



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

September 16, 2020

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

SUBJECT: On Call Engineering, Architecture and Professional Support Services – Task Order Issuance – Civil Pros – Calexico Intermodal Transportation Center (ITC) – Engineering Support Services

Dear Commission Members:

ICTC staff recently issued a Task Order Scope of Work to the engineering firms that were selected as part of its On-Call Engineering, Architecture and Professional Support Services Procurement. The task order was issued to acquire engineering support services to complete various tasks associated with the review of the engineering documents prepared by another consultant under a separate agreement for the Calexico ITC Project. The services requested include improvement plan review, specification and contract document review, assistance with the bidding phase for construction efforts and other project documentation review.

ICTC received one response belonging to the engineering firm Civil Pros. ICTC staff did reach out to all of the approved firms prior to the response deadline to encourage participation. The other firms indicated their existing workload would not allow them to assist with the requested services. The response received by Civil Pros met the requirements of the issued Task Order. Civil Pros has experience working on similar type transit infrastructure improvement projects and will provide ICTC with critical review comments and guidance towards ICTC's efforts to complete the project.

The Civil Pros proposed cost to provide the services is \$103,727.00. The proposed cost includes engineering support by structural, geotechnical, and environmental subconsultants. Funding for this project is approved in FY 2020-21 ICTC Overall Work Program and Budget/Transit Finance Plan through the Transportation Development Act (TDA) Fund approved on June 24, 2020.

The On-Call Engineering RFQ and Responses, Task Order and the Civil Pros response are available for review at the ICTC administrative offices.

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

The ICTC Management Committee met on September 9, 2020 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the Task Order Award for engineering support services for the Calexico ITC to Civil Pros in the amount of \$103,727.00.
2. Authorize the Chairperson to sign the Task Order.

Sincerely,



MARK BAZA
Executive Director

MB/DA/cl

Attachments

TASK ORDER #

On-Call Civil Engineering, Architecture and Professional Support Services

(RailPros Field Services Inc. dba CivilPros)

THIS TASK ORDER FOR SERVICES (“Task Order”) is made and entered into effective the _____ day of _____, 2020, by and between the **IMPERIAL ICTCTransportation Commission** (“ICTC”), and **RAILPROS FIELD SERVICES INC.**, dba CivilPros, a Texas corporation qualified to do business in California corporation, (“Consultant”) (individually, “Party,” collectively, “Parties”).

RECITALS

WHEREAS, the Parties entered into an agreement for services (“Agreement”) dated December 12, 2018, M.O. #7(B), which is made a part hereof by this reference, that authorizes Consultant to perform work on specific projects if ICTC provides a task order for such work; and

WHEREAS, ICTC has a need for Consultant to provide the professional services set forth in the Agreement on the County’s project entitled “Professional On-Call, As needed Engineering Services for Engineering, Architecture and Professional Support Services” (“Project”).

NOW, THEREFORE, the Parties hereby agree to the following:

1. WORK TO BE PERFORMED UNDER THIS TASK ORDER.

This Task Order authorizes architecture/engineering work on the Project Administration and Engineering Support for Calexico Intermodal Transportation Center Project. Consultant shall provide the services set forth in the scope of work attached hereto and incorporated herein as **Exhibit “A.”** The services shall be performed in compliance with the requirements of the Agreement.

2. COST OF WORK TO BE PERFORMED UNDER THIS TASK ORDER.

The total compensation payable under this Task Order shall not exceed **one hundred three thousand, seven hundred twenty seven dollars (\$103,727)**, as set forth in the compensation schedule attached hereto and incorporated herein as **Exhibit “A,”** unless otherwise agreed to in writing by ICTC.

3. DEADLINE FOR WORK PERFORMED UNDER THIS TASK ORDER.

The deadline for work to be performed under this Task Order shall be September 30, 2022.

///

IN WITNESS WHEREOF, the Parties have executed this Task Order on the day and year first above written.

**IMPERIAL COUNTY TRANSPORTATION
COMMISSION:**

CONSULTANT:

By: _____
GEORGE NAVA,
Chair

By: _____
DOUGLAS B. SAWYER
Senior Vice President, West Region

ATTEST:

By: _____
CHRISTI LERMA
Secretary to the Commission

APPROVED AS TO FORM:

ADAM G. CROOK
ICTC Counsel

By: _____
LAYLA SARWARI,
Deputy County Counsel

Exhibit “A”

AMENDMENT #1 TO AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT OF AGREEMENT FOR SERVICES (“Amendment #1”), made and entered into effective the ____ day of _____, 2020, by and between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”), and **RAILPROS FIELD SERVICES, INC.** dba CivilPros, A Texas corporation qualified to do business in California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be as follows:

RECITALS

WHEREAS, on December 12, 2018, through Imperial County Minute Order No.: 7(B), ICTC and CONSULTANT entered into an Agreement for Services (“Agreement”) for CONSULTANT to provide on-call, as needed engineering services for engineering, architecture and professional support services (“the Project”), attached hereto as **Exhibit “1,”**; and

WHEREAS, during the course of the performance of that Agreement the Parties became aware that additional services should be performed for the completion of said Agreement; and

WHEREAS, the Parties have identified the nature and cost of such additional work and wish to provide for the completion of the additional specialized work so identified.

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

- A.** Paragraph 6.1. entitled “COMPENSATION” is amended to read as follows:
 - “6.1. The total compensation payable under this Agreement for the term set forth in Subsection 9.1 shall not exceed one hundred twenty thousand dollars (\$120,000).”
- B.** All other terms and conditions of the Agreement remain in full force and effect.

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

**IMPERIAL COUNTY TRANSPORTATION
COMMISSION**

CONSULTANT

By: _____
GEORGE NAVA
Chairman of the Board of Directors

By: _____
DOUGLAS B. SAWYER
Senior Vice President, West Region

ATTEST:

CRISTI LERMA
Secretary of the Board of Directors

APPROVED AS TO FORM:

ADAM G. CROOK
County Counsel

By: _____
LAYLA SARWARI
Deputy County Counsel

VI. ACTION CALENDAR

- D. Memorandum of Understanding (MOU) between Imperial County Transportation Commission (ICTC) and the U.S. Border Patrol Air & Marine, Program Management Office (BPAM PMO) for the Border Patrol Checkpoint Project at SR-86

Requested Action:

1. Authorize the Chairman to sign the Final Memorandum of Understanding (MOU) for the State Route 86 (Northbound) Border Patrol Checkpoint Project between ICTC and the U.S. Border Patrol Air & Marine, Program Management Office



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

September 16, 2020

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

SUBJECT: Memorandum of Understanding (MOU) between Imperial County Transportation Commission (ICTC) and the U.S. Border Patrol Air & Marine, Program Management Office (BPAM PMO) for the Border Patrol Checkpoint Project at SR-86

Dear Commission Members:

The "State Route 86 U.S. Border Patrol Checkpoint" improvement project was identified as a regional priority by the Imperial County Local Transportation Authority (LTA) and the Imperial County Transportation Commission (ICTC). The current configuration of the checkpoint has been a bottleneck and creates delays for regional travel and goods movement in Imperial Valley. Extensive meetings have been held among the stakeholders involved that resulted in improvement alternatives that were presented and approved by the LTA. Ultimately, on September 27, 2017, the LTA approved funding for the project as part of the five percent Regional Highway Set-Aside from Measure D in the amount of \$1.3 million dollars.

ICTC and U.S. Border Patrol have agreed to modify the project to reduce the project costs. Border Patrol will use their existing canopy and ICTC will add a second lane and related safety improvements. Border Patrol will provide all other equipment and technology, related to their inspection operations.

To coordinate this project a draft MOU has been established between ICTC and BP. The goal of the MOU is to serve as a guide for the coordination between ICTC and BP through every step from design to construction of the project. The draft MOU and Exhibit A are attached for your review.

The ICTC Management Committee met on September 9, 2020 and forward this item to the Commission for their review and approval after the receipt of public comment, if any:

1. Authorize the Chairman to sign the Final Memorandum of Understanding (MOU) for the State Route 86 (Northbound) Border Patrol Checkpoint Project between ICTC and the U.S. Border Patrol Air & Marine, Program Management Office

Sincerely,

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

MARK BAZA
Executive Director

MB/vm/cl
Attachments

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. BORDER PATROL –
AIR & MARINE PROGRAM MANAGEMENT OFFICE AND IMPERIAL COUNTY
TRANSPORTATION COMMISSION FOR THE
STATE ROUTE 86 BORDER PATROL CHECKPOINT EXPANSION**

This Memorandum of Understanding (hereinafter “MOU”) made and entered into this _____ day of _____, 2020, is by and between **the U.S. Border Patrol Air & Marine, Program Management Office** (hereinafter “BPAM PMO”) **Imperial County Transportation Commission**, a regional transit and transportation planning agency created pursuant to California Public Utilities Code section 132800 (hereinafter “ICTC”). The terms “Party” or “Parties” shall mean the collective or individual participants of this MOU, as appropriate, who agree as follows:

RECITALS

WHEREAS the U.S. Border Patrol Air & Marine, Program Management Office “BPAM PMO” is responsible for the Facilities Management & Engineering for the Department of Homeland Security and has its principal office at 24000 Avila Road, Laguna Niguel, California, 92677.

WHEREAS the Imperial County Transportation Commission “ICTC” is a public entity whose primary objective is regional transportation planning, including providing public transit services and regional highway improvements, and has its principal office located at 1503 North Imperial Avenue, Suite 104, El Centro, California 92243.

WHEREAS ICTC will serve as the lead agency to complete the design and construction of the State Route 86 Border Patrol Checkpoint Expansion (hereinafter “Project”). ICTC will work in cooperation with the BPAM PMO and the California Department of Transportation (Caltrans), the owner/operator of State Route 86 in Imperial County, California to complete the Project.

WHEREAS ICTC will use \$1,300,000.00 authorized by the Imperial County Local Transportation Authority (“LTA”) for the purposes of completing the design and construction of

the checkpoint expansion project as described in Exhibit A. The Exhibit A describes the mutually agreed scope of services to be performed by consultant firm “AECOM” procured by LTA on February 28, 2018 in the amount of \$319,000 ICTC to carry out the design engineering and construction management support services of the Project.

NOW THEREFORE, for and in consideration of the mutual promises set herein, ICTC and BPAM PMO have and hereby agree as follows:

1. On September 27, 2017, LTA authorized \$1,300,000.00 of Regional Highway Set-Aside Measure D funds for the completion of design and construction of the State Route 86 Border Patrol Checkpoint Expansion project as described in Exhibit A. This MOU shall commence on the date set forth above, and shall remain in effect through September 30, 2023, or completion of construction as confirmed by all parties.
2. ICTC, as the administrator of LTA, shall serve as the lead agency and be the administrator of this MOU ensuring the timely and proper execution of all terms and conditions.
3. ICTC will procure the consultant(s) or contractor(s) in compliance with all federal, state, and local laws, regulations, and requirements. ICTC will issue the Request for Proposals and selection and award of contracts. ICTC will consult with BPAM PMO and Caltrans in making selections of consultants and contractors and negotiating the terms of agreements.
4. ICTC, in conjunction with BPAM PMO, has created an Implementation Plan which is titled “State Route 86 Border Patrol Checkpoint Expansion,” attached hereto as **Exhibit A** and incorporated by reference as though fully set forth herein. This Implementation Plan provides the framework for ICTC to complete design and construction of the State Route 86 Border Checkpoint Expansion project to include two primary inspection lanes and two secondary inspection lanes within the right-of-way of State Highway 86 and intersection of State Highway 78 near the Salton Sea, in Imperial County.

5. Upon completion of construction for the State Route 86 Border Patrol Checkpoint Expansion the U.S. Border Patrol will operate the two-lane primary and secondary inspection lanes as specified in Exhibit A.
6. Parties agree to comply with all state and federal guidelines and requirements for U.S. Border Patrol inspection and state highway facilities.
7. Parties agree that they enter into this MOU with the understanding that funding for the Project is limited to the funds provided by the Imperial County Local Transportation Authority in the amount of \$1,300,000.00. If additional funds are necessary for elements outside of the planned scope of work and can be acquired, the Parties will work cooperatively to incorporate into the design and construction.
8. Representatives of each Party to this MOU shall meet in person or by conference call at least quarterly, or as necessary, to discuss the project's scheduling and coordination through design and construction of the checkpoint expansion, and other issues related to the specifications of the project, including, but not limited to, actual costs of the Service and any necessary adjustments based on actual costs of the project.
9. Each Party, on its own behalf and on the behalf of its agents and employees, agrees that each is acting in an independent capacity and not as an agent, officer, or employee of any of the other parties.
10. Parties represent and warrant that the people executing this MOU on their respective behalf have the authority to sign this MOU and bind all Parties to the performance of all duties and obligations herein.
11. It is understood and agreed that ICTC and BPAM PMO maintain insurance policies or self-insured programs to fund their respective liabilities. Parties agree that such respective programs or policy coverage for Workers' compensation shall contain a waiver subrogation as to the other Party and each of its members, board members, officers, officials, employees, agents or third-party contractors.

Evidence of insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this MOU.

12. BPAM PMO shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by BPAM PMO, ICTC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of BPAM PMO or any of its members, board members, officers, officials, employees or agents in the performance of this MOU.

ICTC shall indemnify, hold harmless and defend BPAM PMO and each of its members, board members, officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by ICTC, BPAM PMO or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of ICTC or any of its members, board members, officers, officials, employees or agents in the performance of this MOU.

In the event of concurrent negligence on the part of BPAM PMO and any of its members, board members, officers, officials, employees and agents, and ICTC or any of its members, board members, officers, officials, employees and agents, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this MOU.

13. Nothing herein contained shall be construed to create, and the Parties hereto expressly disclaim any intent to create, any form of agency relationship, joint venture, or partnership.
14. If any term or provision of this MOU, or the application of such provision to a particular situation, is held by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, the remaining terms and provisions shall continue in full force and effect.
15. This MOU is made and entered into in Imperial County, California. This MOU shall be construed and enforced in accordance with the laws of the State of California, except that the Parties agree that any action brought by either Party regarding this MOU shall be brought in a court of competent jurisdiction in Imperial County.
16. The Parties hereto agree to act in good faith and deal fairly with the other Party in the performance of this MOU.
17. Notices required hereunder shall be in writing and may be given either personal or by registered or certified mail, postage prepaid, return receipt requested. If given by registered or certified mail, such notice shall be addressed as indicated below and shall be deemed given when delivered and received upon the earlier of actual receipt by the Party to whom the notice was sent or return of the requested receipt to the Party giving notice. Notice personally given shall be deemed given when delivered to the Party to whom the notice is addressed. Any Party may upon ten (10) days written notice to the other Parties, change the address where notices are to be sent.

NOTICES TO ICTC

Imperial County Transportation Commission
Attn: Executive Director
1503 N. Imperial Ave., Suite 104
El Centro, California 92243
Tel: (760) 592-4494
Fax (760) 592-4497
Email: Markbaza@imperialctc.org

NOTICES TO BPAM PMO

Border Patrol Air & Marine
Attn: Program Management Office
Facilities and Engineering
24000 Avila Road, Rm 5020
Laguna Niguel, CA 92677
Tel: (949)
Fax: (949)
Email:

18. This MOU constitutes the full and complete agreement between the Parties. All prior agreements and understandings with respect to the subject matter of this MOU are merged herein. This MOU may be executed in counterparts.
19. Any modifications within the scope of the MOU shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by both Parties, prior to any changes made.

---SIGNATURES ON THE NEXT PAGE---

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on this ____ day of _____, 2020.

**IMPERIAL COUNTY
TRANSPORTATION COMMISSION**

By: _____
Chairman

ATTEST:

By: _____
CRISTI LERMA
Secretary to the Commission

APPROVED AS TO FORM:

By: _____
Legal Counsel

U.S. BORDER PATROL AIR & MARINE

By: _____, XXXXX

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Attachments:

Exhibit A:

EXHIBIT A:

RESPONSIBILITIES:

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

- Proposed \$1.3M by Imperial County Transportation Commission would include all plans and specifications as directed and approved by CalTrans, ICTA and Border Patrol (BPAM).
- Proposed funds will include improvements of both lanes coming from SR 86 and coming through existing checkpoint canopy as primary lanes and back onto SR 86.
- Provide space and set (2) Ballistic booths provided by Border Patrol.
- ICTA would also include all signage as required per approved plans and all protective k-rail and bollards protecting facilities, structures and personnel. ICTC would agree to maintain Roadway, Signage and Barrier improvements or turnover to CalTrans.

BORDER PATROL (BPAM):

- Fund and construct from approved plans and specifications Secondary inspection area for trucks and cars on Border Patrol Property.
- Provide (2) Ballistic 4x6 level (3) booths for placement and set by ICTC. BPAM to provide all electrical, communications and security features to booths and maintenance for Booths.
- Provide all improvements to existing building, canopy and utilities on Border Patrol property.
- Provide all lighting and security for CBP facilities and property.
- Provide all Security infrastructure as required for CBP property.

VI. ACTION CALENDAR

- E. Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

Requested Action:

1. Authorize the Chairman to sign the Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project



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

September 16, 2020

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

SUBJECT: Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

Dear Commission Members:

The Imperial County Transportation Commission, in coordination with General Services Administration (GSA-Owner of the bridge); and, in partnership with the Federal Highway Administration (FHWA) and Caltrans will facilitate and deliver the Calexico East Port of Entry (POE) bridge widening over the All-American Canal. The project will improve traffic flow to the existing U.S. federal primary inspection booths, reduce delays, idling times, and improve air quality emissions.

The attached Donation Acceptance Agreement outlines the principles, terms and conditions that will govern the proposed donation to GSA for the base work to widen the bridge and the optional work described in the approved Project Report, Environmental Document and Request for Qualifications. The agreement defines and establishes the joint project management framework, membership, roles, and responsibilities of the GSA and ICTC project teams through to completion.

The ICTC Management Committee met on September 9, 2020 and forwards this item to the Commission for their review and approval after the receipt of public comment, if any:

1. Authorize the Chairman to sign the Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

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**

**DONATION ACCEPTANCE AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE U.S. GENERAL SERVICES ADMINISTRATION,
PUBLIC BUILDING SERVICE
AND
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION**

1. PARTIES

The United States of America, acting by and through the Administrator of the General Services Administration ("GSA"), is entering into this Donation Acceptance Agreement with the Imperial County Transportation Commission ("Donor" or ICTC) to facilitate the proposed donation of 4 additional lanes (described in Appendix A), and if Donor's funding permits, the optional work described in Appendix A-1, to the existing GSA bridge crossing the All American Canal at the Calexico East Land Port of Entry ("Calexico East LPOE") in Calexico, California. GSA and Donor are collectively referred to herein as the "Parties" and each individually as a "Party."

2. PURPOSE

The purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States of America (the "United States") and the terms and conditions of that donation.

As described in the Donor's July , 2020 donation letter and the Donor's Request for Qualifications ("RFQ"), a copy of both which are attached hereto as Exhibits A and A-1, Donor seeks to donate through an unconditional gift 4 additional lanes and re-align the pedestrian path to the existing GSA bridge traversing the All American Canal (including construction of permanent fencing and entrance gate as necessary to replace temporary fencing) at the Calexico East LPOE, and should funds be available to Donor, Donor seeks to donate an 8-ft shoulder, rehabilitation of existing structures, and a bridge canopy. The work is described as base and optional work in Exhibits A and A-1, respectively

Donor has submitted the following documentation to GSA to facilitate acceptance and approval of the project:

- Request for Qualifications which explains all base work to be performed, including potential optional work consisting of an 8-ft shoulder for commercial vehicles, rehabilitation work on the existing structures & tunnels, and a bridge canopy along the northbound pedestrian walkway.

- Base contract design-build work of 4 northbound lanes is estimated to be \$18,444,000. Optional work is estimated to be \$7,500,000, as stated in the RFQ issued by ICTC dated May 20, 2020.
- Estimated construction schedule includes,
 - o Notice of Award on February 3, 2021
 - o Notice to Proceed on February 10, 2021
 - o Project Completion in October of 2022
- July 7, 2020 letter stating that the proposed donation is an unconditional gift to the United States of America through GSA

This Agreement outlines the principles, terms and conditions that will govern the proposed donation to GSA of the base and optional work described in the July, 2020 donation letter, the RFQ and Exhibits A and A-1 attached hereto, and defines and establishes the joint project management framework, membership, roles, and responsibilities of the GSA and Donor project teams. Upon completion of the work described in Exhibits A, and potentially A-1, by Donor, and acceptance by Donor and the United States in accordance with the procedures set forth in Donor's RFQ, Caltrans' Standard Specifications, GSA's Facilities Standards for the Public Buildings Service P100 (Current Version), Customs and Border Protection (CBP) Land Port of Entry Design Guide, all attached hereto as Exhibit B and incorporated herein by reference, the entirety of the donation, including any improvements constructed on federal property, will become the property of the United States and will be maintained by GSA.

3. AUTHORITY

Acceptance of unconditional gifts of property, 40 U.S.C. § 3175.

4. CONSIDERATION AND MUTUALITY OF OBLIGATIONS

It is the agreement of the Parties and the intention and wish of Donor that the donation under this Agreement will constitute Donor's binding obligation and will be enforceable at law and equity, including against Donor and Donor's successors and assigns. Donor acknowledges that GSA is relying, and will continue to rely, on Donor's donation subject to the terms and conditions set forth in this Agreement. In consideration for the donation, GSA will enter into a site access or other similar agreement with Donor authorizing Donor to enter onto the Calexico East LPOE property to carry out its responsibilities under this Agreement. The United States further agrees to accept the carry out the responsibilities under this Agreement. The United States further agrees to accept the donation upon completion, provided it is constructed in accordance with the terms and conditions of this Agreement.

5. SCOPE OF WORK

The agreed-upon scope of the project is described in the attached Exhibit A, and optional work if Donor has sufficient funds are described in Exhibit A-1. Donor agrees

not to deviate from the work described in Exhibits A and A-1 without prior notice to the GSA primary point of contact identified in this Agreement, which notice may be delivered either orally or in writing. If the notice is delivered orally, it must be followed up in writing, which writing may be in an e-mail. Any change to the work described in Exhibits A and A-1 that does not meet or that exceeds industry established acceptable tolerances, variances and standards of workmanship for road and bridge construction on federal or State of California projects, whichever is more strict, and any change that requires funding from GSA will require express written consent from GSA. GSA will communicate to Donor its approval or disapproval of the proposed change as soon as possible, taking into consideration the magnitude and complexity of the change. Before commencing to implement any of the proposed changes that require prior approval, Donor must obtain the written approval of GSA. GSA will only accept the donation once all terms and conditions of this Agreement are satisfied and they have verified that the property and the improvements constructed thereon meet all the terms and conditions set forth in Exhibits A and A-1.

6. ROLES AND RESPONSIBILITIES

GSA and Donor will each appoint a primary point of contact within one week after full execution of this Agreement. These points of contact will be responsible for delivery, receiving, and reviewing as applicable, verbal or written notification of any change to the work described in Exhibits A and A-1, and coordinating and facilitating the written approval of any changes, if necessary.

7. PROJECT FUNDING

Donor will be responsible for all costs and expenses to acquire, design, construct, and deliver the completed project, and all other costs and expenses associated with the project, including repair or replacement of any federal property damaged during the course of project delivery and construction and the correction of any defective or noncompliant work, until acceptance of the final project by the United States. The estimated and anticipated costs of acquiring, designing and constructing the donated property, for both base and optional work, are set forth in Exhibit C.

8. PROJECT EXECUTION

All work must be performed in a manner that either avoids or minimizes, to the extent reasonably possible, operational disruptions to the Calexico East LPOE and in a manner that will safeguard the public and Federal Government personnel and property. Donor agrees to coordinate project activities with the GSA primary points of contact to ensure that operational disruptions, if any, are mitigated and managed appropriately. GSA acknowledges that Donor intends to award a Design Build construction contract for the work described in Exhibit A and potentially Exhibit A-1 to the firm that offers the best value proposal. To ensure quality workmanship and the proper execution and timely completion of the work, Donor will require that its Design Build contractor or contractors and each of their subcontractors only employ qualified personnel to perform the work.

The Project is complete only when Donor has corrected all punch list items and noted deficiencies and has complied with all conditions in this Agreement.

Upon project completion and final acceptance by the United States, Donor agrees to provide GSA with final as-built drawings and plans of the work described in Exhibits A and, if done, A-1, and all documents necessary to effect the transfer of ownership (such as a bill of sale, American Land Title Association (“ALTA”) survey and final total and itemized costs for the project), as well as a minimum of a one-year warranty of construction to be proved to GSA in the form prescribed in 48 C.F.R. § 52.246-21, and any other reasonable request for documentation related to the project.

9. SATISFACTORY TITLE AND TITLE EVIDENCE

Donor shall provide to GSA prior to acceptance of the donation an ALTA U.S. Policy 9-28-91 (Revised 12-3-12) evidencing no mechanic’s or materialmen’s liens or any other interest in the proposed donation that have not been specifically approved by GSA. Any interests approved by GSA are found at Exhibit D to this Agreement. The title policy shall be supplemented by Donor’s declaration attesting that there are no mechanic’s or materialmen’s liens or any other interests in the proposed donation that have not been specifically been approved by GSA. Title Evidence shall be provided by Donor upon satisfactory completion of work described Exhibits A and, if done, A-1.

Commented [MB1]: Text below is proposed language to clarify that the completion of Title Evidence and Bill of Sale is to be provided upon satisfactory completion of work described.

Commented [N2]: We wanted some policy/evidence stating that there are no liens on the donated parts.

10. BILL OF SALE AND WARRANTY DEED

Donor shall provide to GSA a Bill of Sale for the proposed donation in the form attached at Exhibit E to this Agreement. Bill of Sale shall be provided by Donor upon satisfactory completion of work described Exhibits A and, if done, A-1.

11. MEETINGS

GSA shall have the right, but not the obligation to attend all pre-design, design and construction meetings for this project. GSA’s, or its agents’ or representatives’, attendance at such meetings is for the sole benefit of the United States and do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work

12. INSPECTION OF CONSTRUCTION

With regard to the entirety of the property to be donated, Donor must maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this Agreement conforms to the requirements set forth herein. Donor must maintain complete inspection records and make them available to GSA upon request.

GSA reserves the right, but not the obligation, to review, test or inspect the development of the design and the prosecution of Donor's work to verify compliance with the terms of the Agreement. Donor must allow GSA and its agents and representatives access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. GSA's reviews, inspections and tests are for the sole benefit of the United States and do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work.

Donor must, without charge to the United States, replace or correct work found by GSA not to conform to contract requirements. If Donor does not promptly replace or correct rejected work, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

13. SPECIFICATION AND DRAWINGS FOR CONSTRUCTION

Donor must allow GSA and its agents and representatives access to the construction documents, plans, drawings, specifications, reports and any other document during all phases of pre-design, design development and construction. Because Donor contemplates construction using the Design Build method, GSA shall have the right, but not the obligation to review the design documents at various stages of design submittals, including 30%, 60%, 90% and 100%.

Donor must keep on the work site a copy of the drawings and specifications and must at all times give GSA access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both. In case of differences between plans, drawings and specifications, the specifications will identify which construction document governs.

Donor must, without charge to the United States, correct design found by GSA not to conform to contract requirements. If Donor does not promptly correct the rejected design, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

14. CONTRACTORS AND SUBCONTRACTORS

Nothing contained in this Agreement will be construed as creating any contractual relationship between any third party (e.g., contractor, subcontractor or supplier) and the United States. Donor will be responsible to the United States for the acts and omissions of its own employees and, to the maximum extent provided by law, those of its contractors, subcontractors, suppliers, and their employees. The United States reserves the right to exclude or remove from the site or any buildings at the site any person who violates rules and regulations concerning conduct on federal property or

whose continued presence on site is otherwise determined by the Government to be contrary to the public interest.

15. ENVIRONMENTAL REPRESENTATIONS

Donor represents that it has completed all required environmental analysis and determined that a categorical exclusion applied.

16. ENVIRONMENTAL RESPONSIBILITIES AND OBLIGATIONS

- A. Responsibilities and Obligations of Donor: Donor will comply with all rules, laws, regulations, ordinances and licensing or permit requirements and guidance applicable and will take all response actions necessary to protect human health and the environment. Donor provides assurances that, in accordance with and to the extent required at the location of the project by applicable federal, state and local laws, Donor will timely:
- Assess, inspect, investigate, study and remove or remediate, as appropriate, the release or threatened release of a Hazardous Substance, released due to its project work from environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background; and
 - Settle or defend any claim, demand or order made by federal, state or local regulators or third parties against Donor in connection with any release or threatened release of a Hazardous Substance due to its activities.
- B. Responsibilities and Obligations of the United States: The United States will comply with all rules, laws, regulations, ordinances, and licensing or permit requirements and guidance applicable to the United States.

17. LIABILITY AND INDEMNITY

Donor is responsible for all damages to persons or property that occur as a result of its activities and the activities of its agents, representatives, contractors and subcontractors under this Agreement or otherwise in completing the work that is the subject of this Agreement, whether caused by intentional conduct, recklessness, fault, negligence or otherwise.

Donor agrees to indemnify and save harmless the United States, its agents and employees, to the maximum extent provided by law, against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others, directly or indirectly, arising out of or related to the privileges granted under this Agreement to Donor, including failure to comply with the obligations of this Agreement.

18. INSURANCE AND BONDS

Donor shall cause and ensure that all of its contractors obtain an endorsement naming the United States as an additional insured on all insurance required for the work that is the subject of this Agreement. Donor shall provide to GSA a copy of the policy certificate which shows the policy coverage amount(s) and the endorsement page that documents and confirms that the United States of America has been added as an additional insured on the aforementioned policies. The insurance carrier is required to waive all subrogation rights against any of the named insured.

Additionally, Donor shall cause and ensure that all of its contractors name the United States as a co-obligee on all bonds (e.g. performance bond, payment bond) each equal to 100% of the total project cost. Donor shall provide to GSA a copy of the bonds evidencing such.

19. SITE CONDITIONS

Neither GSA nor any other agency or instrumentality of the United States shall be responsible for any unknown or unexpected site conditions encountered on its site. Also, any costs caused by any changed conditions shall be the responsibility of Donor and neither GSA nor the United States will be liable or responsible for any costs or claims for costs due to any changed conditions. If Donor elects not to modify this Agreement and bear such increased costs, this Agreement may be terminated subject to the termination and restoration provisions set out herein.

20. ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

Donor acknowledges that as a part of its project planning and execution activities, GSA may need to provide Donor with confidential sensitive information. Donor agrees to maintain the confidentiality of information designated by the Federal Government as Controlled Unclassified Information (CUI) and will sign a Non-Disclosure Agreement (NDA) (as attached in Exhibit F) to that effect, and cause its agents, representatives, contractors, subcontractors and suppliers to do so, as well.

This Agreement must be executed by all the Parties and the NDA must be executed by any individual requesting access to CUI.

The provisions in this Agreement relating to CUI will survive the termination or expiration of this Agreement.

- A. Responding to Requests for CUI. If Donor receives a request for documents related to this Agreement from a party who is not a signatory to this Agreement, Donor will assert any and all applicable defenses, privileges, exceptions and exemptions from disclosure under the California Public Records Act or any other law and to maintain the confidentiality of the information to the maximum extent permissible under law. Donor will

immediately notify GSA of any such request and will draft a response, in consultation with GSA.

- B. Donor Generated Documents. Donor generated documents, including those of Donor's agents, representatives, contractors, subcontractors, and suppliers that contain controlled unclassified information must be marked as CUI on the original documents and all copies before any dissemination.
- C. Legitimate Need to Know. CUI must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Any contractors or subcontractors having a legitimate business need to know such information must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov. If they are not registered, they must provide to Donor their DUNS number or tax ID number and a copy of its business license and Donor shall keep this information for the duration of the contract.
- D. Public Safety Entities. Public safety entities such as fire and utility departments may require access to CUI on a need to know basis. This clause does not prevent or encumber the dissemination of CUI to public safety entities.
- E. Electronic submission of CUI: Electronic submission of CUI outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES). In accordance with Federal Information Processing standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.
- F. Non-electronic form (including paper documents among other formats) or on portable electronic data storage devices (including, but not limited to, CDs, DVDs and USB drives):
 - A. By mail, Donor must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm proof of delivery, signature confirmation or return receipt.
 - B. In person, Donor must provide SBU building information only to authorized recipients with a need to know such information.
- G. List of CUI Recipients. Donor must maintain a list of all entities to CUI disseminated. This list must include at a minimum: (1) name of entity, utility, firm; (2) name of the individual at the entity or firm who is responsible for protecting the CUI, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the CUI

provided. Once "as built" drawings are submitted, Donor must collect all lists maintained in accordance with this clause, including those maintained by any contractors/suppliers and submit them to the GSA Project Manager.

- H. Limitation on Physical Location of CUI. Donor and its agents, representatives, and contractors may not take CUI outside of GSA or their own facilities or network, except as necessary for the performance of that contract.
- I. Disposal. When no longer needed all CUI must be returned to the GSA Project Manager with along with a signed statement stating that all CUI has been returned.
- J. Improper Disclosures. All improper disclosures of CUI must be immediately reported to the GSA Project Manager and Donor will provide a corrective action plan explaining how it will rectify any noncompliance and comply with the clause in the future.
- K. Flow Down Requirement. Donor must insert the substance of the SBU clause in all of its contracts and require it be included in all sub and supplier contracts.

21. SECURITY CONSIDERATIONS

Each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the Project at the discretion of GSA.

The project will incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security.

Donor must comply with the following requirements pertaining to security clearances:

- A. All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.
- B. To obtain an EDO determination, donor shall submit for all such personnel fingerprints on Form SF87 and a completed Information Worksheet (CIW). Detailed information is available at <http://www.gsa.gov/portal/category/107203>. USAccess Credentialing Centers can be located at <http://www.fedidcard.gov/ceterlist.aspx>.
- C. In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12).

22. ACCESS GOVERNMENT PROPERTY

Donor, its agents and representatives, including all contractors, subcontractors, and suppliers must comply with Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

Donor shall account for all forms of Government provided identification issued to Donor employees, agents, representatives, contractors, subcontractors and suppliers in connection with the work that is the subject of this Agreement. Donor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- A. When no longer needed for project performance.
- B. Upon completion of an employee's employment.
- C. Upon contract completion or termination.

23. SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES

This section applies to all users of sensitive data and information technology (IT) resources, including Donor, its agents, representatives, contractors, subcontractors, suppliers and manufacturers. The following GSA policies must be followed. They can be found at <https://www.gsa.gov/directives-library>:

- CIO 1878.3 Developing and Maintaining Privacy Threshold Assessments, Privacy Impact Assessments, Privacy Act Notices, and System of Records Notices
- CIO 2100.1 GSA Information Technology (IT) Security Policy
- CIO 2100.3C Mandatory Information Technology (IT) Security Training Requirements for Agency and Contractor employees with significant security responsibilities
- CIO 2104.1B GSA Information Technology IT General Rules of Behavior
- CIO 2180.2 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- CIO 2231.1 GSA Data Release Policy
- CIO 9297.2C CHGE 1 GSA Information Breach Notification Policy
- ADM P 9732.1 D Suitability and Personnel Security OSC 2106.2 GSA Social Media Policy

24. LIMITATIONS

Nothing in this Agreement is intended to conflict with current law, regulation, directives, or policy of the United States or GSA. If any provision of this Agreement is inconsistent with any such authority, then that provision is deemed to be invalid and subject to

modification upon concurrence of the Parties, and the remaining terms and conditions of this Agreement will continue in full force and effect.

The Parties acknowledge that this Agreement is not a commitment to future funding, staffing or other resources. Nothing in this Agreement may be construed or interpreted to obligate the United States to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Agreement obligate the United States to spend available funds for any particular purpose.

Nothing in this Agreement constitutes or can be construed as a waiver of the sovereign immunity of the United States.

25. NOTICES

All notices and other communications arising under this Agreement must be in writing and must be furnished by (i) hand delivery; (ii) United States certified mail, postage prepaid, return receipt required; or (iii) nationally available overnight next business day courier, charges prepaid, signature or recipient require, in each instance if to GA, to the GSA Project Team Manager, and if to Donor, to the Donor Project Manager, at the addresses set forth immediately below. Any Party may change the notice address set for the below by serving five (5) days prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

GSA:

Anthony Kleppe
U.S. General Services Administration
Public Building Service (9)
50 United Nations Plaza
Mailbox 9
San Francisco, CA 94102

with a copy to:

Margaret Haggerty, Regional Counsel
U.S. General Services Administration
Office of Regional Counsel (LD9)
50 United Nations Plaza
XXXXXX
San Francisco, CA 94102

Donor:

Mark Baza, Executive Director
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

26. EXAMINATION OF RECORDS

Donor agrees that GSA or its duly authorized representative will, until the expiration of three (3) years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of Donor involving transactions related to this Agreement or compliance with any clause thereunder.

27. UNITED STATES RIGHTS TO DATA

The United States will have unlimited rights in all the Project Documents. Donor, for a period of three (3) years after the date the United States accepts the donation, agrees to furnish the original or copies of all such Project Documents on the requests of GSA.

28. MODIFICATION

This Agreement may be modified or amended only by written, mutual agreement of the parties. Any Party can imitate the amendment process by providing written notice describing the proposed amendment to the other Parties. During the ensuing 30-day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment.

29. DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement will be resolved following the procedures set for the in this section 21 and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Parties agrees to make good faith efforts to resolve informally disputes that may arise out of or relate to this Agreement, or the breach thereof, that affects the Parties' obligations and responsibilities under this Agreement. In the event that such a dispute arises between Donor and the United States, Donor may file a claim (a "Donor Claim") with GSA or the United States may file a claim (a "United States Claim") against Donor. A "Claim" is a United States Claim or a Donor Claim. If the disputes cannot be settled through negotiation, the parties will first try in good faith to settle the dispute by mediation, before resorting to litigation. The United States agrees that GSA will not issue any final determination regarding any Claim by either party until and unless such mediation has been concluded or either Party advises the other that a resolution of the disputes by mediation does not appear likely within a reasonable time.

30. NONCOMPLIANCE AND DEFAULT

In the event Donor, after receiving written notice from the GSA primary point of contact of non-compliance with any requirement of this Agreement, fails to imitate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, GSA will have the right to not accept the donation until Donor

has complied or has initiated such action as may be appropriate to comply within a reasonable period of time.

If Donor refuses or fails to prosecute the work or any severable part with the diligence that will ensure its completion within the time specified in this Agreement including any extension, fails to complete the work within this time, fails to complete the work in the manner or to the specifications required by this Agreement, or fails to make required payment to contractors and subcontractors (which includes laborers and suppliers), GSA will, by written notice, provide Donor a reasonable time to cure performance, which will not be less than 30 days. If Donor does not cure within the reasonable time, Donor will be in default under this Agreement.

In the event of a default by Donor, the United States may pursue any available remedy, including on or a combination of the following: not accepting the donation, seeking reimbursement for costs and expenses the United States incurred to the date of the termination or incurs for completing the work or requiring donor to restore any altered federal property to its pre-construction conditions. Upon default, the United States may take possession of and use any tools, materials, equipment or appliances on the work site necessary for completing the work. Donor and its sureties will be liable for any damage sustained by the United States resulting from Donor's default under this Agreement, whether or not Donor's right to proceed with the work is terminated.

31. TERMINATION

Any Party may terminate its participation in this Agreement by providing written notice to the other Parties at least 30 days prior to commencement of construction activities, in which case the United States will be under no obligation to accept the donation and the Parties will thereafter have no further rights, obligations or liabilities under this Agreement other than those that expressly survive termination or expiration of this Agreement. In the event Donor has altered federal property prior to termination of this Agreement. Donor agrees, subject to the discretion of the United States, to restore the property to its prior condition. In the event Donor has received any sensitive or confidential information from GSA pertaining to the proposed donation and the donation is not consummated for any reason, Donor must promptly return all such materials. This provision survives the expiration or earlier termination of the Agreement.

32. SIGNATORIES

The GSA Commissioner of Public Buildings, or another agency official with the appropriate delegated authority, must execute this Agreement to be effective. Donor's signatory to this Agreement must have full authority to bind Donor with regard to all matters relating to this Agreement.

33. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument.

34. INTEGRATION AND MERGER

This Agreement sets out all of the terms, conditions and agreements of the Parties and supersedes any previous understandings or agreement regarding the donation, whether oral or written. No modification or amendment of this Agreement will be effective unless in writing and signed by all Parties.

35. VALIDITY OF PARTS

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

36. NO PUBLIC OFFICIALS TO PARTICPATE OR BENEFIT

No member or delegate to the United States Congress, or offerors of employees of the United States or the Government of the State of California, may be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided, however, that this provision will not be construed as extending to any person who may be a shareholder, or other beneficial owner of any publicly held corporation or other entity, if this Agreement is for the general befit of such corporation or other entity.

37. NO PRECEDENT

The terms of this Agreement will not establish any precedent, nor will this Agreement be used as a basis to seek or justify similar terms in any subsequent situation involving the Parties.

38. EFFECTIVE DATE

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this Agreement. This Agreement will remain in effect until it is terminated as provided in sections 23 and 24, or the property is accepted by the United States.

[Remainder of page intentionally left blank. Signature page to follow.]

Exhibit A
Base Scope of Work

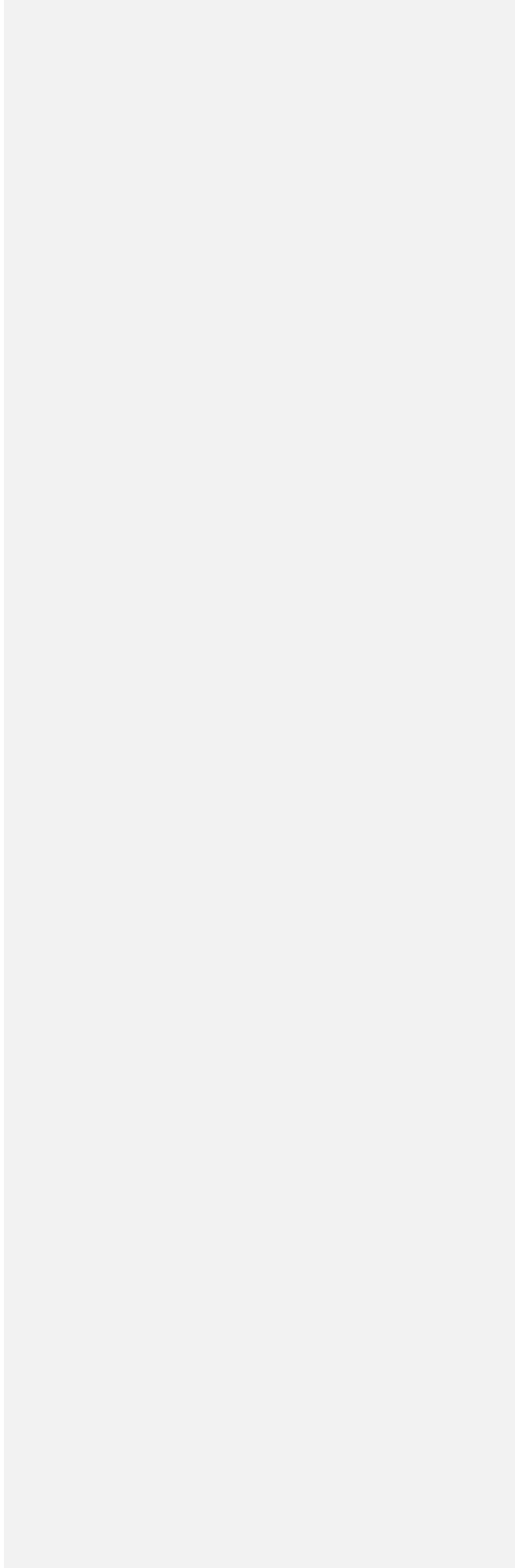


Exhibit A-1

Optional Scope of Work Subject to Funding Availability

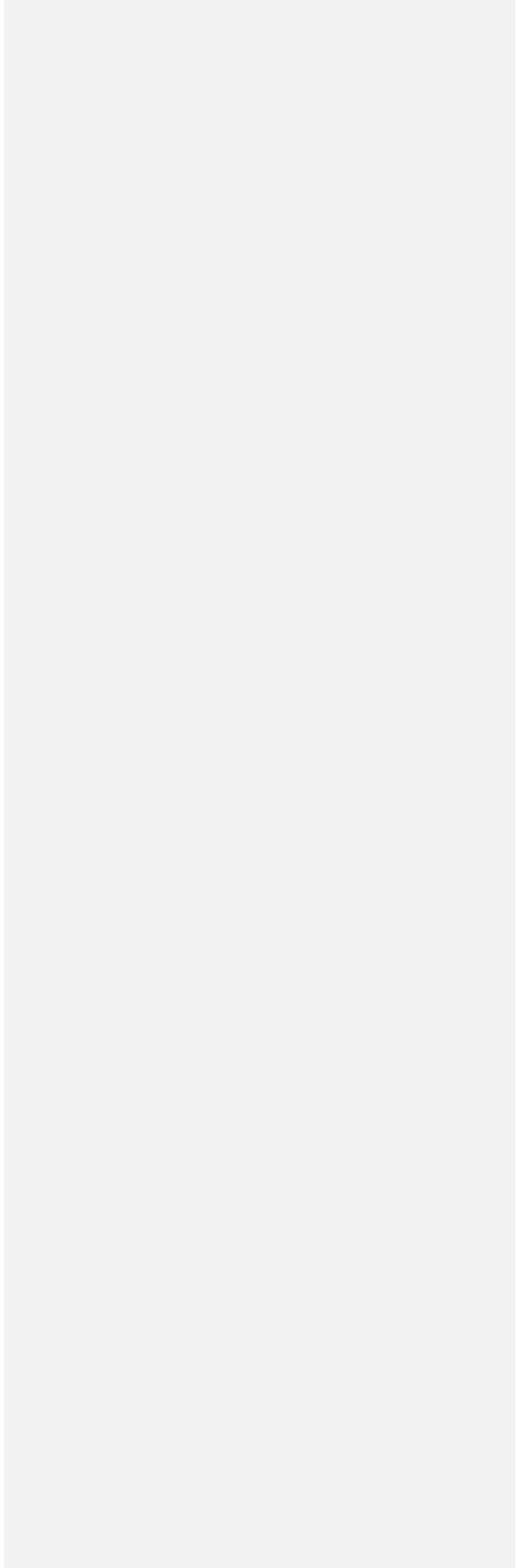


Exhibit B
Construction Standards

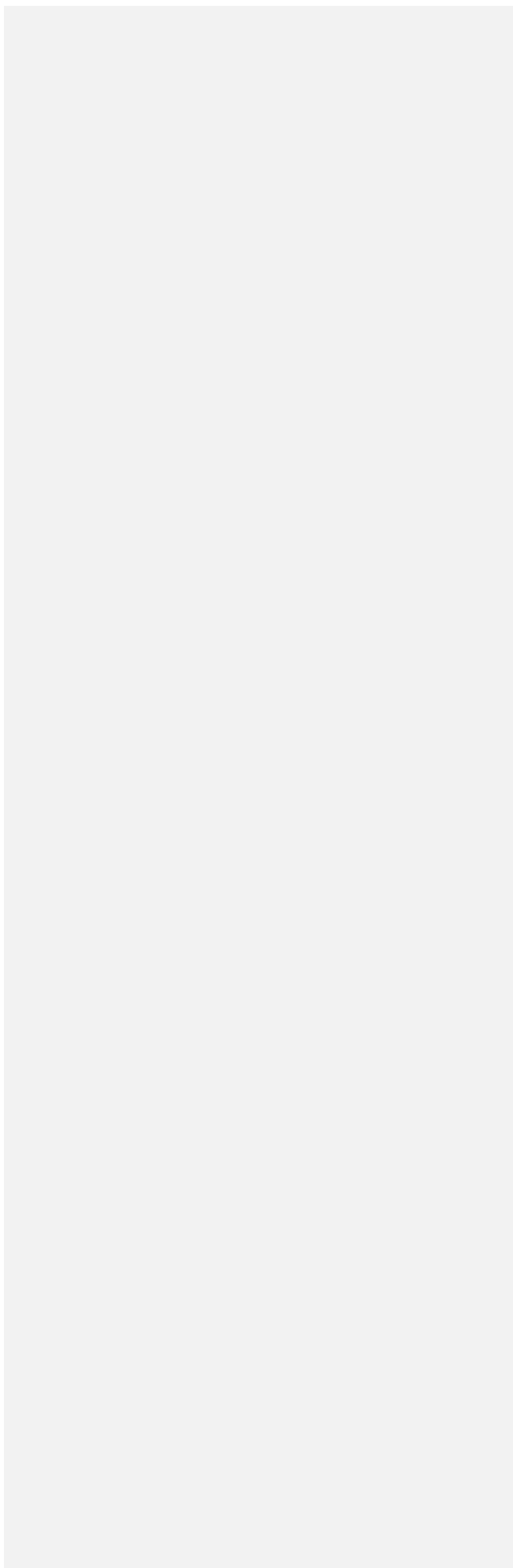


Exhibit C

Costs for Base and Optional Work

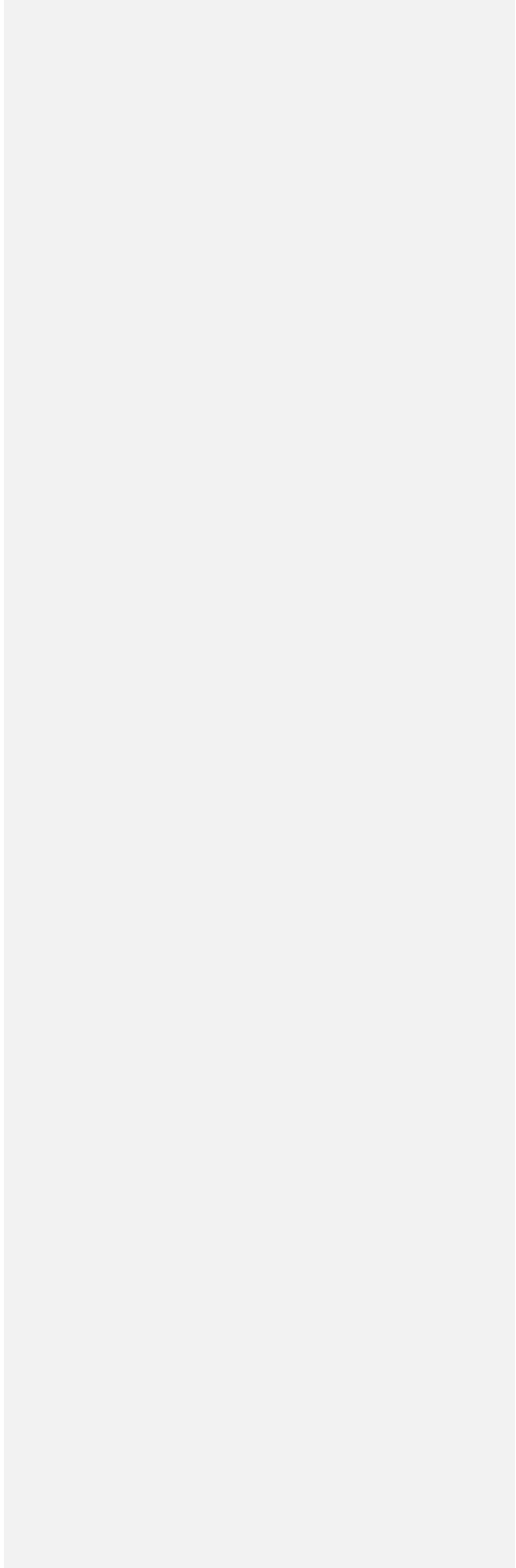


Exhibit D

Property Interests Approved by GSA

NONE

Exhibit E

Bill of Sale

BILL OF SALE

The Imperial County Transportation Commission, a _____, whose address is _____, and its successors and assigns ("Donor"), pursuant to a Donation Acceptance Agreement dated _____ ("Agreement") will transfer 4 additional lanes (described in Exhibit A to the Bill of Sale), and if Donor's funding permits, the optional work described in Exhibit A-1 to the Bill of Sale, to the existing GSA bridge crossing the All American Canal at the Calexico East Land Port of Entry ("Calexico East LPOE") in Calexico, California to the United States of America, acting by and through the General Services Administration, whose address is 50 United States Plaza, _____, San Francisco, CA 93102 ("GSA"). In consideration of the covenants contained in this Bill of Sale and in the Agreement AND IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Donor hereby transfers, conveys, and delivers to the GSA the property described as follows:

Four additional lanes and re-alignment of the pedestrian path to the existing GSA bridge traversing the All American Canal (including construction of permanent fencing and entrance gate as necessary to replace temporary fencing) at the Calexico East LPOE, and should funds be available to Donor, an 8-ft shoulder, rehabilitation of existing structures, and a bridge canopy, all of which are described as base and optional work in Exhibits A and A-1, respectively.

The property described above and in Exhibits A and A-1 are transferred with all applicable warranties and representations, including a minimum of a one-year warranty of construction to be proved to GSA in the form prescribed in 48 C.F.R. § 52.246-21.

This Bill of Sale shall be governed by and construed in accordance with the laws of the United States.

This Bill of Sale shall become effective between Donor and GSA on the date executed by both parties below.

This Bill of Sale shall bind and insure to the benefit of Donor and GSA and their respective successors and assigns.

IN WITNESS WHEREOF, this Bill of Sale is signed by its duly authorized [insert title], this ____ day of ____ 2020.

Imperial County Transportation Commission

By: _____
Printed Name and Title

Acknowledgement

State of California County of _____) On
_____ before me,
_____ (insert name and title of the officer)
personally appeared

_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY
under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Signature _____
(Seal).

United States of America,
Acting by and through the Administrator
Of the General Services Administration

By: _____
Name and Title



**IMPERIAL COUNTY
TRANSPORTATION COMMISSION**

REQUEST FOR QUALIFICATIONS

**Calexico East Port of Entry
Bridge Widening**

DESIGN-BUILD

**FOR DESIGN AND CONSTRUCTION ADJACENT TO
STATE ROUTE 7 IN IMPERIAL COUNTY**

**Off System Facility Located in Imperial County
0.7 Mile South of Route 7 near the US/Mexico Border**

**ICTC CONTRACT NO. 20-101
11-IMP-007-PM0.0
Project ID 1118000265**

Federal Aid Project BUILD L-6471 (017)

May 20, 2020

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APPENDIX A:	PROJECT DESCRIPTION, DESIGN-BUILDER RESPONSIBILITIES, AND PROJECT STATUS
APPENDIX B:	FORMAT AND ORGANIZATION OF STATEMENT OF QUALIFICATIONS
APPENDIX C:	FORMS
APPENDIX D:	CONFLICT OF INTEREST POLICY COVERING THE DESIGN-BUILD PROGRAM
APPENDIX E:	PREQUALIFICATION QUESTIONNAIRE
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1 INTRODUCTION AND GENERAL INSTRUCTIONS

The Imperial County Transportation Commission (ICTC) intends to solicit a design-builder to design and construct the Calexico East Port of Entry Bridge Widening Project (Project).

California Public Contract Code, Chapter 6.5 [Transportation Design-Build Program 6820 - 6829] allows a regional transportation agency such as ICTC to utilize the design-build method to design and construct projects on or adjacent to the State Highway System, including related non-highway portions of the Project, and enter into a Cooperative Agreement with the California Department of Transportation (Caltrans) for a Project on or interfacing with the State Highway System. California Streets and Highways Code Section 307 provides that State Route 7 is from the northerly boundary of the Federal Port of Entry near Calexico to Route 8 near El Centro. The subject bridge is within the Federal Port of Entry on Federal General Services Administration (GSA) property with the U.S. Customs and Border Patrol (CBP) as the site operator. The site shall remain in full, uninterrupted operations during construction Work. Through Cooperative Agreement, ICTC collaborated with Caltrans to complete the Project Approval and Environmental Document (PAED).

The Project is funded through a U.S. Department of Transportation (DOT) Building Utilizing Investments to Leverage Development (BUILD) Transportation Development Grant. The Trade Corridor Enhancement Program (TCEP) provided funding for the Project Initiation Documents (PID). ICTC is the lead agency as the recipient of the BUILD funds and subsequent agreement approved by the DOT and Federal Highway Administration (FHWA).

Additional governmental agencies who may be consulted regarding the Project development include Caltrans, the GSA, CBP, U.S. Bureau of Reclamation (USBR), and the Imperial Irrigation District (IID). ICTC will lead the selection process. Caltrans may be involved in various roles during the procurement and Project delivery process, as requested by ICTC, including procurement advisory support, design and construction reviews and site inspection during construction, as appropriate. Other stakeholder agencies may have a purely consulting role. ICTC will provide additional information to the Proposers as these agency roles are identified and confirmed. The design-build process for this Project will consist of the following:

- Request for Qualifications (RFQ)
- Submittal of Statements of Qualifications (SOQ)
- Evaluation of submittals and short-listing of Proposers
- Request for Proposals (RFP) to the short-listed Proposers
- Submittal of Proposals
- Evaluation of Proposals
- Conduct interview/presentations – optional step
- Selection of the Best Value Proposer
- Award and execution of the design-build Contract

The ICTC hereby requests Statements of Qualifications (SOQs) from qualified Proposers interested in submitting Proposals for the design and construction of the Project through a design-build Contract. The Project, further defined in [Appendix A](#), is intended to widen the existing structure of the Calexico East Port of Entry (POE) Bridge over the All-American Canal near the USA/Mexico Border to facilitate flow to the existing inspection booths. All Project work is within the US.

This document specifies the requirements of the SOQ submittal and the evaluation process to be used by ICTC to short-list Proposers.

Proposers short-listed in response to this RFQ will be invited to submit Proposals when the ICTC issues the RFP for the Project.

1.1 Abbreviations

The following abbreviations are used in this document and are defined as shown below:

Abbreviation	Definition
AASHTO	American Association of State Highway Transportation Officials
ADA	Americans with Disabilities Act
BUILD	Building Utilizing Investments to Leverage Development
CAQMD	California Air Quality Management District
CBP	Customs and Border Protection
CDFG	California Department of Fish and Game
CE	Categorical Exclusion (under CEQA)
CE	Categorical Exclusion (under NEPA)
CEQA	California Environmental Quality Act
DBE	Disadvantaged Business Enterprise
DHS	Department of Homeland Security
DOT	U.S. Department of Transportation
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration
FOIA	Freedom of Information Act
GSA	General Services Administration
HSPD-12	Homeland Security Presidential Directive-12
IBWC	International Boundary and Water Commission
ICTC	Imperial County Transportation Commission
IID	Imperial Irrigation District
LPOE	Land Port of Entry
NEPA	National Environmental Policy Act
NDA	Non-Disclosure Agreement
NPDES	National Pollutant Discharge Elimination System
PAED	Project Approval and Environmental Document
PBS	Public Building Services
PCCP	Portland Cement Concrete Pavement
PID	Project Initiation Documents
POE	Port of Entry
PR	Project Report
QC	Quality Control
QV	Quality Validation
RFP	Request for Proposals
RFQ	Request for Qualifications

Abbreviation	Definition
RWQCB	Regional Water Quality Control Board
SOQ	Statement of Qualifications
SUE	Subsurface Utilities Engineering
TCE	Temporary Construction Easement
TCEP	Trade Corridor Enhancement Program
USBR	U.S. Bureau of Reclamation
USFWS	United States Fish and Wildlife Service

1.2 Definitions

The following terms are used in this document and are defined as shown below:

Term	Definition
Addenda/Addendum	Supplemental additions, deletions, and modifications to the provisions of the RFQ issued after release of the RFQ.
Affiliate	Includes parent companies, subsidiary companies and partners (in the reporting entity), and other financially liable parties for that entity.
Best Value	Proposal meeting the standards set by the RFP that the Imperial County Transportation Commission (ICTC) determines, through the evaluation process and evaluation criteria described in the RFP, to present the best value and to be in the best interest of ICTC.
Business Day(s)	Day on which ICTC is officially open for business
Caltrans	California Department of Transportation
Contract	The written agreement between ICTC and the Design-Builder setting forth the obligations of the parties with respect to the Project, including, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
Designated Contact	ICTC's sole contact person and addressee for receiving all communications about the Project during the RFQ and RFP procurement process.
Design-Builder	The Preferred Proposer, if any, that is selected pursuant to the RFP by ICTC to design and construct the Project.
Designer	The Major Participant or in-house designer that has primary responsibility for design services for the Project. The Designer is the engineering firm of record who will have primary responsibility for design work under the Contract.
Disadvantaged Business Enterprise	A for-profit small business concern as defined in 49 CFR Part 26.

Term	Definition
Engineer of Record	The Engineer of Record is the single point of responsibility for all design decisions and design products for the Design-Builder. The Engineer of Record shall review, coordinate, deconflict, and approve for construction all design products. The Engineer of Record shall indicate review and approval on all record drawings, specifications, and other design products by fixing a stamp indicating approval for construction or the Engineer of Record's seal as appropriate.
Evaluation Team	Committees that review and assess individual SOQs using the criteria set forth in this RFQ.
Executive Director	The Executive Director of the Imperial County Transportation Commission.
Good Faith Efforts	All necessary and reasonable steps to achieve a DBE goal or which could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
Integrated Project Office	The Project office that may be required for the Proposer to establish to provide work space for the Project team to enhance design collaboration.
Key Personnel	Individuals from the Proposer's organization, as identified in the Proposer's SOQ, to fill the positions specified in <u>Section 3.6</u> . Additional Key Personnel positions for the Project may be identified in the RFP.
Lead Engineering Firm(s)	The firm(s) that employs the Engineer of Record.
Major Participant	Each of the following entities on the Proposer's team: <ul style="list-style-type: none"> a) All general partners or joint venture members. b) Any Subcontractor that will perform Work valued at 15 percent or more of the overall Contract amount. c) The Lead Contractor. d) The Lead Engineering Firm(s). e) Firms, partnerships, or joint venture member(s) and each engineering/design Subconsultant that will perform 20 percent or more of the design work. Notwithstanding the foregoing, references to a Major Participant's experience refer to experience of the entity and not to any individuals working for such entity.
Preferred Proposer	The Proposer that submits the Best Value Proposal.
Principal Participant	Any of the following entities: <ul style="list-style-type: none"> a) The Proposer. b) If the Proposer is a joint venture, partnership, limited liability company, or other form of association, any joint venturer, partner, or member.
Project	Calexico East Port of Entry Bridge Widening as described in <u>Appendix A</u> .

Term	Definition
Proposal	The Proposal submitted by the Proposer in response to the RFP, including any revisions thereto.
Proposer	The entity, comprised of an individual, person, proprietorship, firm, partnership, professional corporation, business association, corporation, joint venture, combination thereof, or other legal entity however organized, participating in the procurement process for the Project and that, if successful, will enter into the Contract with ICTC to design and construct the Project.
Proposer Designated Representative	The Proposer's sole contact person and addressee for receiving all communications about the Project during the RFQ and RFP procurement process.
Quality Control	Activities that are performed by the Design-Builder, Designer, Subcontractor, producer, or manufacturer to ensure that a product meets Contract requirements.
Quality Management Plan	The plan developed by the Design-Builder to manage quality as documented in the Quality Manual.
Quality Program	The overall quality management and associated activities performed by the Design-Builder and ICTC and their interrelationships to ensure that all Work complies with the Contract.
Quality Validation	All systematic monitoring and evaluation by the Design-Builder of various aspects of the Project to ensure that standards of quality are being met, thereby providing confidence that all Work complies with the Contract and that all materials incorporated in the Work, all equipment, and all elements of the Work will perform satisfactorily for the purpose intended. Quality Validation activities are performed concurrently, but independent of and in addition to the Quality Control activities.
Request for Proposals	A written solicitation issued by ICTC seeking Proposals to undertake the Project to be used to identify the Proposer offering the best value to ICTC. The RFP will be issued only to short-listed Proposers.
Request for Qualifications	The written solicitation issued by ICTC to identify qualified Proposers eligible to receive the RFP for the Project.
Right of Way	The real property (which term is inclusive of all estates and interests in real property, as well as licenses and permits authorizing occupancy) that is necessary for ownership and operation of the Project.
State	The State of California acting through its elected officials and their authorized representative, or the State of California in the geographic sense, depending on the context.
Statement of Qualifications	The information prepared and submitted by a Proposer in response to this RFQ.

Term	Definition
Subconsultants, Subcontractors	Any person with whom Design-Builder has entered into any subcontract and any other person with whom any Subcontractor or Subconsultant has further subcontracted any part of the Work, at any tier.
Successful Proposer	The Proposer determined by the Evaluation Team providing the Best Value offer to ICTC.
Transportation Design-Build Program	California Public Contract Code, Chapter 6.5 [Transportation Design-Build Program 6820 - 6829] allows a regional transportation agency such as ICTC to utilize the design-build method of procurement to design and construct projects on or adjacent to the state highway system (State Route 7), including related nonhighway portions of the Project.
Work	The furnishing of labor, materials, equipment, and other incidentals necessary to, or convenient for the successful completion of, the design-build services for the Project and the carrying out of the duties and obligations imposed by the Contract.

1.3 Project Materials: RFQ and Addenda

Each Proposer is solely responsible to ensure that it has the appropriate software which allows the Proposer to view and download Project materials from the ICTC website at: <http://www.imperialctc.org/>. Each Proposer is solely responsible for checking the website frequently for the addition, deletion, or amendment of the Project materials. Proposers are responsible for monitoring the website for information concerning this procurement as Proposers responding to this RFQ shall acknowledge in the transmittal letter (Appendix C, Form A) that they have reviewed all materials posted thereon.

In addition to the general procurement materials, additional Project background materials may be made available to the Proposers in conformance with access security requirements provided in Section 1.10.3 and Section A4e of this RFQ.

1.4 Project Opportunity

1.4.1 Project Description

The Project is located in Imperial County, 0.7 mile south of Route 7 near the USA/Mexico Border. The proposed Project will widen the existing structure of the Calexico East Port of Entry (POE) Bridge over the All-American Canal near the USA/Mexico Border to facilitate flow to the existing inspection booths.

The Build Alternative presented in the Project Report considered two Options, both propose to widen the Bridge on its east side as traffic impacts during construction and capital construction cost are reduced.

Given current funding, **Option A** is the proposed Project alternative. Option A proposes adding new concrete barriers and four northbound lanes on the existing nine lane structure; two commercial vehicle lanes and two passenger vehicle lanes. Option A includes minor modifications to existing landscaping, drainage, signage, and lighting. The existing northbound pedestrian walkway will be shifted to the east to facilitate the addition of the two new northbound passenger vehicle lanes. The Project Report Attachment C illustrates Option A.

If additional funding comes available, **Option B** will become the proposed Project alternative. Under Option B, an eight-foot shoulder for commercial vehicles, non-critical rehabilitation work on the existing structures and tunnels, and a bridge canopy along the northbound pedestrian walkway will be included.

A more detailed description of the Project is contained in [Appendix A](#).

The estimated amount of the Option A Contract (in U.S. dollars) for this design-build Project is approximately \$18,444,000.

The estimated additional amount of the Option B Work (in U.S. dollars) if funding becomes available is approximately \$7,500,000.

1.4.2 Project Goals

ICTC's goals for the Project developed in collaboration with Caltrans are:

- a) Safety:
 - Provide a safe and secure Project area for the traveling public, construction workers, and border crossing inspection booth workers during execution of the Project.
 - Provide a solution consistent with the ICTC, Caltrans, CBP, GSA, and American Association of State Transportation Officials (AASHTO) design standards and requirements.
- b) Mobility:
 - Minimize impacts to traffic on Route 7 at the Calexico East Port of Entry Border Crossing inspection booths during construction.
 - Maintain efficient, safe, and secure traffic flows during construction.
 - Provide for local and emergency vehicle access to Route 7 at the Calexico East Port of Entry Border Crossing inspection booths during Project execution.
 - Provide a completed Project that meets the design and construction standards for California Highway projects.
- c) Quality:
 - Provide a Quality Management Plan that includes a well-defined set of procedures and activities that ensure the requirements of the Project will be met or exceeded.
 - Provide a high-quality Project that minimizes future maintenance.
- d) Environmental Compliance:
 - Adhere to local, State, and Federal environmental regulations; the environmental documents; and permits that are required in executing and completing the Project.
 - Incorporate best management practices to control sediment, stormwater runoff discharge, water quality treatment, or other environmental parameters that are established for the Project.
- e) Budget:
 - Complete the Project within programmed budget.
 - Implement innovative solutions to maximize the return on taxpayer investment by reducing costs without scope reductions or improving quality of the transportation system.
- f) Schedule:
 - Begin design by March 1, 2021.
 - Successfully deliver the Project and complete construction by October 1, 2022.

1.4.3 Project Authorization

ICTC is using the Best Value selection method contemplated under the Transportation Design-Build Program as authorized under California Public Contract Code, Chapter 6.5 [Transportation Design-Build Program 6820 - 6829].

1.5 Design-Builder Responsibilities and Project Status

See [Appendix A](#) for general descriptions of the Project, the Design-Builder responsibilities, and current Project status. These general descriptions are currently under further development by ICTC and Caltrans and could be changed, modified, reduced, or expanded with the release of the RFP.

1.6 Federal Requirements

Proposers are advised that the RFP will be drafted based on the assumption that the Project and ICTC's plan of finance for the Project will remain eligible for Federal-aid funds. Consequently, the procurement documents and any agreements thereunder shall conform to requirements of applicable Federal law, regulations, and policies. These include, but are not limited to, Equal Employment Opportunity (Title VI of the Civil Rights Act of 1964, as amended), Disadvantaged Business Enterprises (Title 49 Code of Federal Regulations Part 26, as amended), Small Business requirements (United States Code § 631 et seq.), Buy America requirements (49 Code of Federal Regulations Part 661), and Davis-Bacon wage rates.

The Work shall comply with the Homeland Security Presidential Directive-12 (HSPD-12), GSA design Standard P100 *Facilities Standards for Public Buildings*, *CBP Land Port of Entry Design Guide*, and AASHTO design standards and requirements.

Details as to the extent and applicability of Federal requirements to the entire Project will be set forth in the RFP. ICTC reserves the right to modify the procurement process described in this RFQ to address any concerns, conditions, or requirements of Federal agencies, including FHWA, CBP, and GSA.

1.7 Procurement Process

1.7.1 Two-Phase Procurement

ICTC will use a two-phase procurement process to select a design-builder to deliver the Project. The procurement process will include the following two steps:

1. Request for Qualifications (RFQ): This RFQ is issued as part of the first phase to solicit information, in the form of SOQs that ICTC will evaluate to determine which Proposers are qualified to successfully deliver the Project. ICTC may solicit input or advice from other agency stakeholders, including GSA, Caltrans, IID, and the County of Imperial as part of the SOQ evaluation and Proposer short-listing; however, ICTC at its sole discretion will short-list the Proposers.
2. Request for Proposals (RFP): ICTC will then issue an RFP to the short-listed Proposers requesting submittals of Proposals for the Project that ICTC will use to determine the Preferred Proposer. ICTC may solicit input or advice from other agency stakeholders, including GSA, Caltrans, IID, and the County of Imperial as part of the Proposal evaluation and Best Value Proposer selection. ICTC, in its sole discretion, will award a design-build Contract for the Project to the Proposer offering the Best Value Proposal. Specific details concerning the RFP phase of the procurement and any modifications to the above information shall be set forth in the RFP.

1.7.2 Contract Type

The Contract will be a fixed-price, lump-sum, design-build Contract.

1.7.3 Clarification Questions

Proposers may submit written clarification questions to ICTC at any time before 3:00 p.m. Pacific Time on the last day for clarification questions listed in Section 2. Written clarification questions from Proposers may be presented to ICTC by submitting them to the ICTC's Designated Contact. ICTC will provide responses to Proposer written clarification questions within a reasonable time following receipt, subject to the cut off dates set forth in Section 2. ICTC will post responses to those inquiries that ICTC deems to be material and that are not adequately addressed in previously provided documents on the Project page on the ICTC website at: <http://www.imperialctc.org/>.

ICTC may, in its sole discretion, respond to all, some, or none of the questions submitted under this Section 1.7.3. Any responses to questions submitted under this Section 1.7.3 will be in writing and ICTC will make available these responses electronically to all Proposers, except that ICTC may in its discretion respond individually to those questions identified by a Proposer or deemed by ICTC as containing confidential or proprietary information. ICTC reserves the right to disagree with a Proposer's characterization of the confidentiality of any information it may provide. ICTC may rephrase or consolidate questions as it deems appropriate.

1.7.4 ICTC's Designated Contact

ICTC's Designated Contact will serve as the primary point of contact during the RFQ procurement phase of the Project. As the ICTC point of contact, the Designated Contact is ICTC's sole contact person and addressee for receiving all communications about the Project during the RFQ procurement process. Proposers are prohibited from contacting any ICTC employee or any of the groups listed in Section 2.3, regarding the Project or this RFQ. Address any and all inquiries and comments regarding the Project by e-mail or letter. Only written inquiries will be accepted:

Imperial County Transportation Commission
1503 North Imperial Avenue; Suite 104
El Centro, California 92243
Attention: Ms. Virginia Mendoza, Program Manager
e-mail: VirginiaMendoza@imperialctc.org

1.7.5 Rules of Contact

Except for communications expressly permitted by this RFQ, the Designated Contact, or a representative hereafter designated in writing by ICTC, is ICTC's single contact and source of information for this procurement. The rules of contact set forth in this Section 1.7.5 shall apply during the Project procurement process. The procurement process begins on the date of issuance of this RFQ and is anticipated to be completed with the award of the Contract. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, electronic-mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

- a) After submittal of SOQs, neither a Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the Project or the SOQs. This prohibition does not apply to (i) Proposer communication with an entity such as a Subcontractor, etc., that is on both its team and another Proposer's team, provided that the entity shall not act as a conduit of information between the two Proposers; and (ii) public discussion regarding the RFQ at ICTC-sponsored informational meetings.
- b) Unless otherwise specifically noted in this RFQ or authorized by the Designated Contact, all Proposer communication with ICTC will be between the Proposer Representative and the Designated Contact. All such communication shall be in writing (by U.S. Mail or e-mail).

- c) Under normal circumstances, the Designated Contact will contact a Proposer in writing through the Proposer's Designated Representative.
- d) Commencing with ICTC's release of this RFQ and continuing until the earliest of (i) execution and delivery of the Contract, (ii) ICTC's rejection of all Proposals, or (iii) cancellation of the Project procurement, neither a Proposer nor its agents may have ex parte communications with State officials, Caltrans employees, members of the Evaluation Team, ICTC employees, GSA employees, IID employees, CBP employees, USBR employees, or any other person who will evaluate Proposals, California Transportation Commission or its staff, Federal Highway Administration, U.S. Department of Transportation, or any person identified Section 2.3, regarding the Project, except for communications expressly permitted in this RFQ or through the process identified above. The foregoing restriction shall not preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or ICTC workshops related to the Project. ICTC may, in its sole discretion, disqualify any Proposer engaging in such prohibited communications.
- e) Any contact by a Proposer determined to be improper may result in disqualification of the Proposer.
- f) ICTC will disseminate written communications regarding the Project on ICTC letterhead. The Designated Contact and/or the Executive Director will sign such communications. Alternatively, the Designated Contact and/or the Executive Director may communicate via e-mail originating from ICTC's server or post information on ICTC's Project website at: <http://www.imperialctc.org/>.
- g) ICTC will not be responsible for or bound by (i) any oral communication, or (ii) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Designated Contact.
- h) If Proposer has meetings or discussions with agencies or entities other than ICTC during the procurement phase, Proposer shall be responsible for verifying with ICTC's Designated Contact any Project-related information it so receives.

1.8 Precontractual Expenses

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFQ and the subsequent RFP, including attending briefing(s), providing supplemental information, participating in interview/presentations if conducted, and negotiating the Contract for the Preferred Proposer.

1.9 Conflict of Interest

ICTC has developed a Conflict of Interest policy for the design-build program. A copy of the current policy is enclosed as Appendix D. The Proposer, Principal Participant, Major Participant, other Subconsultants and Subcontractors, and employees of such entities shall conform to Federal and State conflict of interest rules and regulations.

The following entities and individuals are precluded from submitting an SOQ or Proposal and from participating in the Contract for the Project:

- a) A Proposer, Principal Participant, Major Participant or other Subconsultant or Subcontractor, that has done any of the following:
 - i. Consulted to ICTC or Caltrans in the development of the design-build program.
 - ii. Managed or assisting in the management of this Project.
 - iii. Conducted preliminary design services for this Project.
 - iv. Performed design work related to this Project for ICTC, Caltrans, or other stakeholders.

- v. Performed work on a previous contract that specifically excludes them from participating as a Proposer or joining a Proposer team.
 - vi. Contracted with any other entity or stakeholder to perform oversight on this Project after award.
 - vii. Obtained any advice from, or discussed any aspect relating to this Project or award of this Contract with any person or entity with an organizational conflict of interest, including a consultant of any entity who has provided technical support to ICTC or Caltrans on this Project or the design-build program.
- b) Any entity that is a parent, Affiliate, or subsidiary of any of the foregoing entities, or that is under common ownership, control or management with any of the foregoing entities.
 - c) An employee or former employee of any of the foregoing entities or stakeholder agencies who was involved with this Project while serving as an employee of such entity.
 - d) Any entity who has received non-public information from any stakeholder.

FHWA regulations address organizational conflicts of interest related to design-build projects financed in whole or in part with federal funds and provides guidance and minimum standards to identify, mitigate or eliminate apparent or actual organizational conflicts of interest (23 CFR 636.116).

The California Board for Professional Engineers and Land Surveyors has established conflict of interest rules applicable to those professionals licensed by the Board (Board Rules 475 and 476).

The Conflict of Interest Checklist included as Appendix D may be used by the Proposer in screening for potential organizational conflicts of interest. The checklist will not be submitted with the SOQ.

The Proposer shall complete the Disclosure of Potential Conflict of Interest Certification (Appendix D) and include it as part of the SOQ submittal. If the Proposer determines a potential conflict of interest exists for itself or a Principal Participant, Major Participant, or other Subconsultant or Subcontractor, or an employee, the Proposer shall disclose the relevant facts relating to the potential conflict, including the work performed or to be performed by the entity associated with the potential conflict, and propose measures to avoid, neutralize, or mitigate the potential conflict. ICTC will review the Disclosure of Potential Conflict of Interest Certification and the proposed mitigation measures to determine if the Proposer may submit an SOQ or Proposal or be awarded the Contract. Disclosure of a potential conflict of interest will not necessarily disqualify a Proposer.

If an organizational conflict of interest is identified after award of the Contract, the Proposer shall make an immediate and full written disclosure to ICTC that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate the potential conflict.

The Proposer, Principal Participant, Major Participant, other Subconsultants or Subcontractors, and employees of such entities who provide design services for this Project are prohibited from competing or participating in an agreement to provide construction inspection services for this Project. Subconsultants for surveying and materials testing may provide construction services for other Proposers.

Determination of whether a conflict of interest exists, resulting in an unfair competitive advantage and the resolution of a potential or actual conflict of interest are at the sole discretion of ICTC. The ICTC reserves the right to cancel or amend the resulting Contract if the successful Proposer failed to disclose a potential conflict which it knew or should have known about, or if the Proposer provided information on the Disclosure of Potential Conflict of Interest Certification that is false or misleading.

1.10 Proposer Requirements

Only prospective Proposers that have demonstrated the capability to complete this Project in its entirety will be eligible for the short-listing.

1.10.1 Organizational and Personnel Changes

Proposers are advised that, in order for a Proposer to remain qualified to submit a Proposal after they have been short-listed, their organization, including all Principal Participants, Major Participants, specialty Subcontractors, and key personnel identified in the SOQ, shall remain intact for the duration of the procurement process and thereafter throughout the term of the Contract. A Proposer may propose substitutions for participants after the SOQ submittal; however, such changes shall require prior written approval by ICTC, which may be granted or withheld in ICTC's sole discretion. To qualify for ICTC's authorization, the Proposer shall submit a written request explaining the reason for change and shall document that the proposed removal, replacement, or addition will provide management and delivery of the Project equal to or better than that submitted with the SOQ. ICTC will use the criteria specified in this RFQ and the qualifications submitted by the Proposer to evaluate all requests. Requests for removals, replacements, and additions shall be submitted in writing to the ICTC's Designated Contact. Requests for changes shall be made in writing no later than 30 days prior to the due date for submittal of Proposals. The Proposer should carefully consider the make-up of its team prior to submittal of the SOQ. Changes to the Proposer's organization will be justification for ICTC to revoke a previous determination short-listing a Proposer.

1.10.2 Minimum Requirements

In order to be short-listed, the Proposer shall submit a completed and verified Design-Build Prequalification Questionnaire, [Appendix E](#). Instructions for completing the Design-Build Prequalification Application are included in [Appendix E](#). The Proposer shall also meet all SOQ responsiveness as set forth in [Section 5.3.1](#) and meet the minimum passing criteria for legal, financial, and safety requirements as set forth in [Section 5.3.2](#) for non-scored elements of the SOQ.

1.10.3 Non-Disclosure Requirement

The Proposer may be given access to records and materials, which are confidential or security sensitive under State and/or Federal laws, solely for the purpose of performing the required services under the Contract. The Proposer shall be required to sign a Non-disclosure Agreement (NDA) prior to its receipt of such documents obligating each employee, agent, or Subcontractor of the Proposer not to make inappropriate use of or improperly disclose any of the contents of such documents. Additional non-disclosure requirements related to as-built plan and Project background materials review are provided in [Section A4e](#) of this RFQ

1.11 Equal Employment Opportunity and Nondiscrimination

Work on the job site shall comply with Labor Code §§ 1727 and 1770-1815 and 8 California Code of Regs § 16000 et seq. Attention is directed to the "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations, and to the Standard California Nondiscrimination Construction Contract Specifications under Gov. Code § 12990. For Federal-Aid contracts, FHWA Form 1273 will apply.

1.12 DBE Goal

This solicitation is subject to 49 CFR 26. Proposers shall be fully informed of the requirements of the regulations and the ICTC's Disadvantaged Business Enterprise (DBE) program developed under the regulations. The Design-Builder involved in the performance of Work resulting from this RFQ shall take

all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform on this Contract.

As a part of the SOQ submission, Proposers responding to this RFQ shall include with their submission a signed affidavit acknowledging the Proposer's commitment to comply fully with U.S. DOT DBE provisions as set forth under Title 49 CFR Part 26 and subsequent publication of the Federal Register dated June 16, 2003 (Volume 68, Number 115) and the Project DBE Goal requirements as further defined in the RFP, when issued. Proposers shall complete and return Appendix C, Form F as part of the SOQ.

1.13 Integrated Project Office

ICTC may require the successful Proposer to establish an Integrated Project Office. The objective of the Integrated Project Office is to prepare, submit, review, and process Project plans and working drawings in the shortest and most efficient manner possible. The anticipated location and requirements for the Integrated Project Office will be provided in the RFP. ICTC will make its personnel assigned on an as needed basis to the design-build phase of the Project available for consultation and over the shoulder reviews on site with the Proposer's engineers and detailers who are preparing the plans and working drawings. If approved and established, the Proposer shall provide the office facility, required full or part time on-site staff, and a computer system compatible with the Proposer's. The effort will focus on the most critical and time dependent plans and working drawings first to prevent delay to the Project schedule.

1.14 Labor Policies

State prevailing wages and Federal prevailing wages shall apply to this Contract. The applicable prevailing wages will be specified in the RFP.

1.15 Insurance, Bonds, and Guarantees

1.15.1 Bond Requirements

It is currently anticipated that the selected Proposer shall submit payment and performance bonds upon execution of the Contract, each in the amount of 100 percent of the Contract price. Such payment and performance bonds shall include the United States of America as a co-obligee. Proposers shall demonstrate their capacity to obtain the required bonds as provided in Section 3.3a of this RFQ.

Proposers shall attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) authorized to issue bonds in the State of California that states both:

- Proposer's current bonding capacity is sufficient for the Project and referenced payment and performance bonds.
- Proposer's current available bonding capacity. Statements indicating "unlimited" bonding capacity are not acceptable.

1.15.2 Insurance Requirements

Proposers shall provide evidence of capability to provide insurance as provided in Section 3.3b. In addition, the selected Design-Builder shall indemnify ICTC, ICTC's consultants, the United States of America, and others with respect to claims related to or arising out of the Contract or Work.

1.15.3 Guarantees

Proposers are advised that if the Proposer is a newly formed entity or a limited liability entity, or if it fails to meet the minimum financial requirements stated in this RFQ and/or the RFP, ICTC may require the Proposer to provide a guarantee covering performance and financial obligations by a separate entity acceptable to ICTC. Proposers shall also note that ICTC may, in its discretion based upon the review of the information provided under Section 3.3 and Appendix E, also specify that an acceptable guarantor is

required as a condition of a determination of prequalification. Requirements for additional financial security will be included in the RFP.

2 BACKGROUND INFORMATION

2.1 Procurement Schedule

ICTC anticipates the following dates as Project milestones leading to Contract award. This schedule is subject to revision by the RFP and Addenda.

Issue RFQ	Wednesday, May 20, 2020
ICTC Project Information Website Available	Wednesday, May 20, 2020
Final Date for Receipt of Proposers' Questions	Friday, June 12, 2020
SOQ Due Date	Wednesday, July 1, 2020
Anticipated Short-List Determination	Wednesday, August 5, 2020
Anticipated Issuance of the RFP	Wednesday, August 12, 2020
Anticipated Proposal Due Date	Friday, December 18, 2020
Evaluation of Proposals and Notification of Recommendation for Award	Wednesday, January 27, 2021
Anticipated Notice of Award	Wednesday, February 3, 2021
Anticipated Notice to Proceed	Wednesday, February 10, 2021
Completion of Project	October 2022

2.2 Communication

Proposers are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Proposers and their respective agents and consultants are not permitted to contact, directly or indirectly, any member of the Evaluation Team, or officers, administrators, staff or consultants of ICTC, ICTC employees, GSA employees, Caltrans employees, CBP employees, USBR employees, or IID employees regarding the subject matter of this RFQ after the issuance date of this RFQ, except as specifically permitted hereby or approved in advance by ICTC. Any verified allegation that a responding Proposer team or team member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or short-listing of Proposers may be the cause for ICTC to disqualify the Proposer team from submitting an SOQ, to disqualify the team member from participating in a Proposer team or to discontinue any further consideration of such Proposer team.

Following the selection of the short-listed Proposers, ICTC anticipates that certain communications and contacts will be permitted. The RFQ and/or other written communications from ICTC will set forth the rules and parameters of such permitted contacts and communications. To the extent any Proposer intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof shall be approved in writing by ICTC before beginning such activities.

2.3 ICTC and Caltrans Advisors/Consultant Support

ICTC and Caltrans have engaged consultants and advisors to assist and participate in the project development stages, and to assist ICTC during the procurement process for the Project. Any advisory team member is prohibited from participating in any of the Proposer organizations relating to this Project; providing technical, legal, or financial advice to Proposers; or directly discussing any aspect of the RFQ or RFP with any Proposer. The current advisory team consists of the following:

- a) Jacobs Engineering Group
- b) Kleinfelder, Inc

Additional advisors or consultant support firms may be added to support ICTC as the procurement proceeds.

If additional advisors or consultant support firms are engaged, the Proposers will be notified by Addendum so these advisors and consultant support firms precluded from further Project participation will not be added to Proposer teams.

3 CONTENT OF STATEMENT OF QUALIFICATIONS

This section describes specific information that shall be included in the SOQ. SOQs shall follow the outline of Section 5. Proposers shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in this RFQ. Failure of a Proposer to submit a complete SOQ may result in the SOQ submittal being determined non-responsive. SOQs that do not follow the submittal requirements exactly will be scored less favorably and may be determined non-responsive.

Details pertaining to the organization and format of the SOQ are outlined in Appendix B.

3.1 Proposer's Transmittal Letter

The Proposer shall complete Appendix C, Form A. A duly authorized representative of the Proposer's organization shall sign the letter. For Proposers that are joint ventures, partnerships, or other associations, authorized representatives of all equity members of the Proposer shall sign the letter.

The Proposer shall complete Appendix C, Form G, verifying the accuracy of the information submitted as part of the SOQ. For Proposers that are joint ventures, partnerships, or other associations, authorized representatives of all equity members of the Proposer shall sign the Proposer SOQ Certification.

3.2 Legal Structure

In order to demonstrate that Proposer's organization, legal structure, team members, and history demonstrate an ability to remain stable and viable for the duration of the Project, and be contractually bound to ICTC, Proposers shall address the following and submit it under Section 1 of the SOQ:

- a) Legal structure of the Proposer and its organization. If the Proposer organization has already been formed, provide complete copies of the organizational documents that allow, or would allow by the time of Contract award, the Principal/Major Participants to conduct business in the State of California. If the Proposer is an established contracting entity, it shall possess an active Class "A" General Engineering Contractor License issued by the California Contractor License Board at the time of SOQ submittal. If the Proposer organization has not yet been formed, provide a brief description of the proposed legal structure or draft copies of the underlying agreements. In the event that final agreements between Principal/Major Participants have not been finalized at the time of the SOQ submittal, Principal/Major Participants shall submit letters of agreement signed by an authorized officer of each Principal/Major Participant noting the type of relationship to be entered into prior to the Proposal submittal (i.e., joint venture, subcontract), and the commitment of the parties to finalize the organizational documents and secure the necessary Contractor License prior to the Proposal submittal. At its sole discretion, ICTC may disqualify a Proposer if the required organization documentation is not provided prior to the Proposal submittal. If Proposer is a partnership, joint venture, or other association, the SOQ shall identify the percentage equity interest of each member.
- b) If the Proposer is a partnership, limited partnership, joint venture, or other association, all members of the Proposer shall agree to be fully liable for the performance under the Contract by executing the Transmittal Letter in Appendix C, Form A.
- c) Name and describe all Principal/Major Participants as defined in this RFQ.
- d) A statement from the Proposer identifying any actual and/or potential conflicts of interests the firm may have with other clients they represent (refer to Section 1.9).
- e) In cases where Principal/Major Participants on different Proposer organizations belong to the same parent company, each Proposer shall describe how conflicts of interest would be avoided by the participants through the qualification and Proposal phases of the Project. At its sole discretion,

ICTC may disqualify a Proposer if any of its Principal/Major Participants belong to more than one Proposer organization.

- f) Principal Participants or if Proposer is a partnership, joint venture, or other association, all equity members of Proposer and the Designer shall Complete Form E found in Appendix C.
- g) Principal Participants or if Proposer is a partnership, joint venture, or other association, all equity members of Proposer shall complete Form F found in Appendix C.

3.2.1 Minimum Requirement for Legal Structure

A Proposer shall demonstrate all the following:

- a) The Proposer has the legal capability to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in Section 1 of the SOQ.
- b) Each of the equity members of the Proposer have agreed to be fully and jointly and severally liable for performance under the Contract, as reflected in the executed Transmittal Letter, Appendix C, Form A.
- c) The Proposer has agreed to adhere to the Project's DBE requirements as provided in Appendix C, Form F.
- d) The information disclosed in the SOQ (including Forms D and E in Appendix C) does not materially adversely affect the Proposer's ability to carry out the Project responsibilities potentially allocated to it.

3.3 Financial Capacity

To demonstrate Proposer's team members possess the financial capacity to enter into a design-build Contract with ICTC and the resources to successfully complete the Project, Proposer shall address the following and submit it under Section 2 of the SOQ:

- a) Provide a letter or other written documentation from a surety or insurance company stating that the Proposer is capable of obtaining a Performance Bond and Payment Bond each in the amount of 100 percent of the Contract price covering the Project. Letters indicating "unlimited" bonding capability are not acceptable.
- b) Proposers shall provide insurance certifications, either a certificate of insurance evidencing current policies of, or written evidence from an insurance company or broker indicating that the Proposer is capable of obtaining the following types of insurance:
 - a. Commercial General Liability with a limit of \$10 million per occurrence, including completed operations coverage, naming ICTC and the United States of America as additional insureds
 - b. Auto Liability with a limit of \$10 million per accident
 - c. Workers' Compensation and Employers Liability, with a limit of \$1 million per claim, including a waiver of subrogation in favor of ICTC and the United States of America
 - d. Pollution Liability with a limit of \$5 million per claim
 - e. Professional Liability insurance with a limit of \$5 million per claim

3.3.1 Minimum Requirement for Financial Capacity

A Proposer shall demonstrate its financial capability to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in Section 2 of the SOQ, including the following:

- a) The surety or insurance company shall be admitted to doing business in the State of California.
- b) The surety or insurance company shall be rated in the top two categories by two nationally recognized rating agencies or have a “Best’s Credit Rating” of at least “A minus” and “Class VIII” or better by A.M. Best Company.
- c) Proposer shall demonstrate its ability to comply with the Project’s bonding requirements, as provided in Section 1.15 and Section 3.3a.
- d) Proposer’s Principal/Major Participants shall provide evidence of capability to provide insurance as provided in Section 3.3b.
- e) Proposer shall demonstrate financial capacity to enter into a design-build Contract and the resources to successfully complete the Project.

3.4 Safety Program

Proposer shall provide the Proposer’s safety record for the most recent three (3)-year period, providing an average experience modification rate, an average total recordable injury/illness rate, and average lost work rate. The safety record shall also indicate whether Proposer is a party to an alternative dispute resolution system as provided for in Labor Code §3201.5. Include information on any California Occupational Safety and Health Administration (Cal-OSHA) or Federal Occupational Safety and Health Administration (FOSHA) citations and assessed penalties against the respondent for any serious, willful or repeat violations of its safety or health regulations in the past five (5) years.

Proposer shall also provide information on Proposer’s workers’ compensation experience history for the last three (3) years and submit a summary of the Proposer’s worker safety program which shall include a description of how the Proposer will provide protection to prevent damage, injury, or loss to employees of the Proposer and its Subconsultants and Subcontractors and other persons who are on the Project site and will minimize lost or restricted workdays due to injuries. This information shall be submitted under Section 3 of the SOQ.

3.4.1 Minimum Requirement for Safety Program

A Proposer shall demonstrate the following:

- a) The Proposer’s safety record shall be deemed acceptable if its experience modification rate for the most recent three (3)-year period is an average of 1.00 or less, and its average total recordable injury/illness rate and average lost work rate for the most recent three (3)-year period does not exceed the applicable statistical standards for its business category or if the Proposer is a party to an alternative dispute resolution system as provided for in Labor Code §3201.5.
- b) Proposer demonstrates an understanding of an effective safety program.

3.5 Proposer Experience and Past Performance

To demonstrate design-build experience, expertise, competence, capability, and capacity in, and a record of producing quality work on projects similar to the Project, the following shall be submitted under Section 4 of the SOQ:

- a) Provide a brief narrative summary of the capability and capacity of each Principal/Major Participant. Summaries shall be a maximum of two (2) pages for each firm; the format is at the discretion of the Proposer.

- b) Firm Experience: Using Appendix C, Form B, show the firm's experience by providing a minimum of three (3) but no more than five (5) project descriptions for each Principal/Major Participant for projects of similar size, type, and complexity. The Designer is considered a key part of the Proposer's organization, and the Designer's experience shall be identified in the SOQ. If Designer is a joint venture or partnership, each member or partner shall submit an independent Form B. If Proposer is a not-yet-existing entity or is a newly formed joint venture provide a total of three (3) to five (5) projects that the Principal/Major Participant have managed, designed, or constructed. For the projects in which several of the proposed Principal/Major Participants were involved, Proposers may provide a single project description. The total number of Form Bs for the Proposer team shall not exceed ten (10). Highlight experience in the past fifteen (15) years on completed projects having a scope comparable to that anticipated for this Project. Describe the experiences that Principal/Major Participants could apply to this Project. In particular, demonstrate experiences in each of the following areas:
- i. Construction of projects of similar size, scope, and complexity.
 - ii. Design of projects of similar size, scope, and complexity.
 - iii. Design and construction activity interaction or integration.
 - iv. Design and construction of projects involving similar security and worker security clearance restrictions and concerns.
 - v. Experience of team members working together as an integrated team.
 - vi. Construction, expansion, or modification to the existing bridge
 - vii. Using innovative designs, methods, and materials.
 - viii. Quality Control and Quality Validation plans and programs.
 - ix. Environmental compliance.
 - x. Construction adjacent to and over active waterways with no access into the waterway.
 - xi. Construction in environmentally sensitive areas.
 - xii. Public Information (addressing traffic management in constrained setting).

Each project description must include the following information as appropriate:

- a) Name of the project, contract number, the owner's contact information (Construction Manager or Engineer name, phone number, e-mail address), and project number. If the owner's contact is no longer with the owner, provide an alternative contact at the agency that is familiar with the project and the Proposer's work on the project. The alternative contact must have played a leadership role for the owner during the project.
- b) Dates of design, construction, management, and/or warranty periods.
- c) A narrative describing the project.
- d) Description of the work or services provided and percentage of the overall project actually performed by (each of) the Principal/Major Participant(s).
- e) Description of scheduled completion deadlines and actual completion dates.
- f) Description of how, if any, the Principal/Major Participants have worked together in the past and the experience such Principal/Major Participants have in conventional design-bid-build and design-build projects of comparable size.
- g) Initial construction bid price and final construction contract price for the project, including the quantity and dollar value of contract modifications and claims, and an explanation of the causes for construction contract change(s), whether upward or downward.

- h) Record of cost and schedule growth or reduction, cost reduction incentive proposals implemented to minimize cost and schedule growth, and experience with techniques to achieve goals of avoiding delays and minimizing claims.
- i) Claims history, numbers, and dollars submitted and final results.
- j) Record of any reports, issues, or citations related to site security during constructions.
- k) Dispute Review Board history, including subjects and outcomes.
- l) Partnering history including if the project was partnered in accordance with the *Field Guide to Partnering on Caltrans Construction Projects*, awards, successful calibration efforts, Partnering Facilitator used and number of partnering meetings held for each project listed.

3.5.1 Proposer Experience and Past Performance Evaluation Criteria

Successful Proposers shall demonstrate experience in all the following:

- a) Experience in managing, designing, and constructing projects of the size and complexity of this Project.
- b) Experience in designing and constructing highway improvements and bridge widenings in secure and community areas, managing the maintenance of traffic, roadway design and construction, bridge design and construction, environmental permitting, maintaining site security during design and construction, and implementing community and stakeholder relations and outreach programs of projects of the size and complexity of this Project.
- c) The ability to effectively manage all aspects of the Contract in a quality, timely, and effective manner and integrate the different parts of its organization with ICTC in a cohesive and seamless manner.
- d) A design firm that has completed contracts for design of bridge and transportation facilities comparable to the Project.
- e) Experience with working with multiple governmental agencies such as ICTC, Caltrans, CBP, IID, and GSA and understanding their various Project roles.

3.6 Proposer Organization and Key Personnel

Proposer shall identify the qualified personnel for key positions with demonstrated experience and expertise and a record of producing quality work on projects of a similar nature to this Project. The key positions for the purposes of this RFQ are identified in Section 3.6.1.

The following information shall be submitted under Section 5 (resumes shall be submitted under Appendix A) of the SOQ:

- a) **Organizational Chart:** Provide an Organizational Chart showing the “chain of command” and “lines of communication,” with lines identifying participants who are responsible for major functions to be performed, and their reporting relationships, in managing, designing, and constructing the Project. The chart shall show the functional structure of the organization down to the design discipline leader or construction superintendent level and shall identify Key Personnel by name. Key Personnel shall be committed to the Project. Identify all Principal/Major Participants in the chart. Identify the critical support elements and relationships of Project management, Project administration, construction management, Quality Control/Quality Validation, safety, site security, environmental compliance, and Subcontractor administration. Provide a brief, written description (maximum of four (4) pages) of significant functional relationships among participants and how the proposed organization will function as an integrated design-build team. Changes to the Proposer’s SOQ Organization Chart shall abide by the requirements identified in Sections 1.10 and 3.6.2.

- b) Key Personnel: Using Appendix C, Form D, list appropriate information on each Key Personnel position described in Section 3.6.1.
- c) Required Resumes: Resumes of Key Personnel, limited to three (3) pages for the Design-Build Project Manager and two (2) pages for all other Key Personnel. Resumes will not be counted toward the overall SOQ page limit. If an individual fills more than one position, only one (1) resume is required. Resumes for Key Personnel shall include the following items on each resume:
 - i. Relevant licensing and registration.
 - ii. Years of experience performing similar work comparable to that anticipated for the Project.
 - iii. Actual work examples (include the capacity on the project in which the person worked (e.g., lead design engineer, utility coordinator)). Include duties performed and percent of time on the job. For each project listed:
 - Name of the project, the owner's contract information (project manager name, phone number, e-mail address), and project number. If the owner project manager is no longer with the owner, provide an alternative contact at the agency that is familiar with the project. The alternative contact must have played a leadership role for the owner during the project.
 - Dates of work performed on the project.
 - Detailed description of the work or services provided and role on the project. If more than one role was played, identify the dates and duration of each role.

The listing in Section 3.6.1 describes the minimum Key Personnel for the Project. The Personnel to staff these key functions shall be identified in the Organizational Chart.

- d) Required Licenses: Evidence that the Proposer and all Major Participants have, or at the time of Contract award shall have, all licenses, registrations, and credentials required to design and construct the Project, including date(s) obtained or anticipated to be obtained, type, number, classification, issuing agency, and expiration date. Such information shall include any information on the revocation or suspension of any license, credential, or registration, and to provide specific details, including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto. At the time the Contract is awarded, the Design-Builder shall be properly licensed in accordance with the laws of the State of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the Design-Builder was properly licensed at the time the Contract was awarded. Any Design-Builder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the Proposer to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the Proposer.
- e) Subcontractor Information: Using Appendix C, Form C, identify Subcontractors, except for the designated Designer (which is included on Appendix C, Form E), that the Proposer plans to use, including Major Participants, specialty Subcontractors, and Subconsultants. Indicate what portion of the Work each Subcontractor is anticipated to undertake. Submit maximum one (1)-page summaries of experience for each listed Subconsultant and Subcontractor.

3.6.1 Preferred Qualifications of Key Personnel

The following provides a brief job description and duties of the Key Personnel functions assigned to the Project. The job descriptions and reporting structure below are suggested only; however, all functions identified shall be met by the Proposer in the titles and reporting structure provided. An individual may fill more than one functional position, except for the Design-Builder's Quality Manager. All Key Personnel,

or their approved designee, shall be on site 100 percent of the time during activities that involve their areas of responsibility. The number of years of experience listed for each Key Personnel represents a target goal for evaluation purposes for that position.

a) Project Manager:

- i. Reports directly to Design-Builder's executive management.
- ii. Responsible for overall design, construction, quality management, and contract administration.
- iii. Acts as agent and a single point of contact in all matters on behalf of the Design-Builder.
- iv. Has full responsibility for the prosecution of the Work and full decision-making and budgetary authority to act on behalf of the Design-Builder and bind the Design-Builder on all matters relating to the Project.
- v. Shall have authority to stop Work.
- vi. Shall be present (or designate shall be present) at the Site at all times that Work is performed.
- vii. Shall be available (or designate shall be available) 24 hours a day, 7 days a week, throughout the duration of the Project.
- viii. Fifteen (15) years of experience managing the design and construction of transportation infrastructure projects.
- ix. Five (5) years of project management experience in design-build on highway and bridge projects similar in scope and complexity.
- x. License as Professional Civil Engineer in California preferred, but not required.

b) Quality Manager:

- i. Responsible for developing and implementing the Quality Program and overseeing the day-to-day quality aspect of design, construction, and Project management activities, including managing the Design-Builder's workmanship inspections, overseeing Design-Builder's production testing, and coordinating with the ICTC's verification testing and inspection.
- ii. Validates and provides confidence that the Work meets or will meet the Contract requirements.
- iii. Point of contact to resolve nonconforming Work and Project quality issues with ICTC.
- iv. Assigned full-time to the Project and on Site during regular business hours whenever any Work is being performed and available to be on Site within two (2) hours outside of regular business hours.
- v. Has authority to stop any and all Work, including construction that does not meet the standards, specifications, or criteria established for the Project.
- vi. Works independently of the design and construction teams and the Design-Builder's Project Manager, shall not have any production-related responsibilities, and shall report directly to Design-Builder's executive management.
- vii. Recent experience in quality management of design and construction of projects similar in scope and complexity.
- viii. Fifteen (15) years of experience developing and implementing Quality Programs for transportation infrastructure projects.
- ix. Registered Professional Engineer in the State of California.

- c) Design Manager:
 - i. Reports directly to Project Manager.
 - ii. Responsible for ensuring that the overall Project design is completed and design requirements are met.
 - iii. The Design Manager shall be the individual responsible for coordinating the design of the individual design disciplines.
 - iv. The Design Manager shall be on site full time until the design is 100 percent complete and as required during the construction phase of the Project. The Design Manager shall be available to ICTC within 24 hours whenever design activities are being performed, including design activities related to field design changes.
 - v. The Design Manager shall be responsible for design quality management.
 - vi. Five (5) years of experience in design-build design management of transportation highway projects of similar scope and complexity.
 - vii. Ten (10) years of experience managing the design of highway and bridge projects.
 - viii. Registered Civil Engineer in the State of California.
- d) Construction Manager:
 - i. Reports directly to Project Manager.
 - ii. Responsible for ensuring that the Project is constructed in accordance with the design and Project requirements.
 - iii. Shall be present at the site of Work at all times construction is in progress.
 - iv. Shall be available (or designate shall be available) 24 hours a day, 7 days a week.
 - v. Has authority to stop Work.
 - vi. Fifteen (15) years of experience managing design and construction of transportation infrastructure projects.
 - vii. Five (5) years of recent design-build construction management of highway and bridge projects of similar scope and complexity.
 - viii. Registered Professional Engineer in the State of California.
- e) Design Lead Engineer – Roadway (Engineer of Record):
 - i. Reports directly to Design Manager.
 - ii. Engineer of Record for the roadway design.
 - iii. Responsible for ensuring that the roadway design is completed and ICTC and GSA design criteria are met.
 - iv. Responsible for following the Quality Control processes and activities.
 - v. Shall be present at all review and design coordination meetings.
 - vi. Ten (10) years of experience as Engineer of Record in roadway design of highway projects similar in scope and complexity on the California State Highway System.
 - vii. Registered Civil Engineer in the State of California.
- f) Design Lead Engineer – Structures (Engineer of Record):
 - i. Reports directly to Design Manager.
 - ii. Engineer of Record for the structure design.
 - iii. Responsible for ensuring that the structure design is completed and ICTC and GSA design criteria are met.

- iv. Responsible for following the Quality Control processes and activities.
 - v. Shall be present at all review and design coordination meetings.
 - vi. Ten (10) years of experience as Engineer of Record in bridge and seismic design for structures similar in scope and complexity on the California State Highway System.
 - vii. Shall be a registered Civil Engineer in the State of California.
- g) Geotechnical Engineer:
- i. Reports directly to Design Manager.
 - ii. Responsible for geotechnical investigations and reports.
 - iii. Ten (10) years of experience in California bridge foundation design, including pipe piles and drilled shafts, seismic analysis and design, monitoring drilled shaft construction, drilled shaft load testing criteria and analysis, spread footings, and settlement.
 - iv. Registered Civil Engineer or Geotechnical Engineer in the State of California.

In addition to resumes, provide the following information:

- Percent time Key Personnel are committed to the Project, including percent of time during design, post design, and construction activities.
- Percent time Key Personnel are committed to other projects, including a description of these other projects, and their scheduled completion date.

3.6.2 Changes in Proposer Organization and Key Personnel

ICTC wants to ensure that Proposers are able to develop and attract the greatest range and depth of expertise as may be necessary to participate in the procurement, design, and construction of the Project in an innovative, effective, and efficient manner. Accordingly, ICTC shall permit Proposers to add team members and reorganize the Proposer entity through the procurement process until submittal of the Proposals as described herein, except in the event of potential organizational conflicts of interest and/or deficiencies in qualifications and experience for the proposed role. Notwithstanding the foregoing, and subject to Section 1.14, following submittal of the SOQs, the following actions may not be undertaken without ICTC's prior written consent, in its sole discretion:

- Deletion or substitution of a Proposer team member identified in its SOQ (i.e., Principal/Major Participants, Designer).
- Deletion or substitution of Key Personnel identified in Section 3.6.1 of this RFQ and Appendix C, Form D of its SOQ.
- Deletion or substitution of an equity owner of Proposer or Principal Participant, or any other entity that will bear financial responsibility or liability for the performance of the Proposer.
- Other changes in the equity ownership or team membership of a Proposer.

Should a Proposer wish to make such a change, they shall notify and request ICTC's consent in writing and shall provide, for any new or substitute entity, the same information required under this RFQ for such entity had it been part of the Proposer team as of the SOQ submission (including, without limitation, legal, financial, qualifications/experience, and other). If a Proposer wishes to delete an entity, they shall provide ICTC with information establishing that the Proposer remains qualified as contemplated under this RFQ. Failure to secure the consent of ICTC may, at ICTC's sole discretion, result in the Proposer being disqualified.

3.7 Project Understanding and Approach

Proposers shall demonstrate the following:

- a) An understanding of and approach to the management, technical aspects, site security, maintenance of traffic issues, and risks associated with the Project.
- b) An understanding of and approach to how the design-build process and the Proposer's organization will contribute to the success of the Project and meet ICTC's and Caltrans Project goals.
- c) An understanding of the risk sharing and the teaming relationship between the Design-Builder and ICTC.

Requirements and information to be submitted under Section 6 of the SOQ include:

- a) A narrative describing the Proposer's understanding of the Project scope.
- b) A narrative description of the Design-Builder's approach to design-build Project contracting. The narrative shall describe the methodology for integrating the design-build entity and the different areas of expertise within the team into an efficient and effective organization. The management approach shall reflect an understanding of the use of the design-build project delivery methodology for transportation projects.
- c) A brief description of how the Proposer will use its organization and the design-build process to ensure a successful Project, considering ICTC's and Caltrans Project goals listed in Section 1.4.2.
- d) Identification of the top design, construction, environmental, Right of Way, site security, and traffic management risks of the Project, the Proposer's understanding of the risks, and potential solutions to address or mitigate the risk.
- e) A brief discussion of how the Proposer will incorporate ICTC, Caltrans, CBP, and GSA design standards and specifications into the Project design.
- f) A brief discussion of the Proposer's partnering plan and meeting approach with ICTC, Caltrans, and FHWA to create and maintain alignment throughout the Project delivery.
- g) A brief discussion of the Proposer's approach to staffing the Integrated Project Office, if required by ICTC.
- h) A brief description of how the Proposer will address the GSA site security requirements during design and construction, specifically addressing the Homeland Security Presidential Directive-12 (HSPD-12) requirements, available at: <https://www.osec.doc.gov/osy/hspd-12/hspd-12information.html>.
- i) A brief discussion of how the Proposer will comply with GSA design standards P100, *Facilities Standards for the Public Buildings Service*, available at: <https://www.gsa.gov/real-estate/design-construction/engineering-and-architecture/facilities-standards-p100-overview>.
- j) A brief discussion of how the Proposer will comply with CBP *Land Port of Entry Design Guide* requirements, available at: <https://www.wbdg.org/building-types/land-port-entry-1>.
- k) A brief discussion of the Proposer's understanding of and approach to complying with the GSA's *Controlled Unclassified Information (CUI) Guide* requirements. Proposers shall not include references, information, or details of any of the site-specific information and details in its SOQ. Proposers violating this site security requirement will be determined non-responsive.
- l) A narrative describing the Proposer's approach to using a skilled labor force as required by PCC §6805(c)(2).

3.7.1 Project Understanding and Approach Evaluation Criteria

Successful Proposers shall demonstrate a clear understanding of the following:

- a) Identification of Project elements, Project's local and regional significance, and the relationships of the Project elements and constraints and their effect on the Project schedule.

- b) A proposed methodology for integrating the design-build entity and associated Key Personnel into an efficient and effective organization in cooperation with ICTC's Project team and approach that reflects an understanding of design-build methodology. The management approach reflects an understanding of the use of the design-build project delivery methodology for transportation projects.
- c) Proposer's team organization and approach align with and support the design-build process to ensure a successful Project, considering ICTC's Project goals listed in Section 1.4 and a feasible approach to achieving the planned schedule.
- d) That the Proposer has carefully considered anticipated top priority construction, design, traffic management, Right of Way, site security, environmental, and stakeholder risks of the Project in terms of Project constraints and lays out feasible proposed solutions or mitigation measures to identified risks.
- e) That the Proposer has addressed its plan and approach to complying with the GSA requirements listed in this Section 3.7 of this RFQ.
- f) An approach to ensure availability of skilled labor for the Project, providing the necessary security clearance requirements for site Work.

3.8 Quality Management Program

Proposers shall demonstrate its approach in implementing a Quality Management program under a design-build project in which ICTC will manage and perform its construction and design owner verification functions, while the Proposer is responsible for design Quality Control (QC)/Quality Validation (QV) and construction QC/QV plans and functions.

Requirements and information to be submitted under Section 7 of the SOQ include a written approach with respect to design and construction QC/QV. The Proposer's approach shall demonstrate an understanding of the following attributes:

- a) Quality Control/Quality Validation during design.
- b) Quality Control/Quality Validation during construction.
- c) Coordination between ICTC and the Design-Builder organization.
- d) Coordination with other agencies, including Caltrans, GSA, IID, USBR, and CBP.

3.8.1 Quality Management Program Evaluation Criteria

Successful Proposers shall demonstrate a clear understanding of the following:

- a) Ensuring quality during both design and construction.
- b) Coordination of quality efforts between the ICTC and the Design-Builder organization and with other agencies.
- c) Coordination of quality efforts with other agencies, including Caltrans, IID, and USBR.

4 SOQ SUBMITTAL REQUIREMENTS

The following sections describe requirements that all Proposers shall satisfy in submitting SOQs. Failure of any Proposer to submit its SOQ as required in this RFQ may, at ICTC's sole discretion, result in rejection of its SOQ. SOQs not matching the submittal requirements and required order may be disqualified or determined non-responsive at ICTC's sole discretion. All rejected SOQs will be returned to the contact person identified in the SOQ.

4.1 General Requirements

Required forms for the SOQ are contained in the Appendix of this RFQ. Any material modification to the forms may result in the SOQ being determined non-responsive.

Proposers shall provide brief, concise information that addresses the objectives and the requirements of the Project consistent with the evaluation factors described in Section 5.3. Lengthy narratives containing extraneous information are discouraged, will not be reviewed, may be scored less favorably, and may be determined non-responsive.

If the Proposer submits information in its SOQ that it believes to be protected records under the Public Records Act and that it wishes to protect from disclosure, the Proposer shall mark such information as provided in Section 6.2.

Proposers shall not include references, information, or details of any of the site-specific information and details in its SOQ. Proposers violating this site security requirement will be determined non-responsive.

4.2 Quantities, Due Date, Time, and Location

One (1) unbound original and sixteen (16) copies of the SOQ shall be provided. The unbound original shall contain all original signed forms and documents. The original shall be identified on its front cover, in the upper right-hand corner as (Original). Each copy shall be identified on its front cover, in the upper right-hand corner as (Copy __ of 16 Copies). In addition to the above, Proposers shall also include four (4) electronic copies of the entire SOQ submittal package in searchable PDF format, each on a separate flash drive.

The outside of the sealed SOQ delivery package shall be clearly identified and labeled as follows:

1. Return address: Proposer's name, contact person's name, mailing address.
2. Date of submittal.
3. Contents labeled as "Calexico East Port of Entry Bridge Widening," "Contract: BUILD L-6471 (017)," "Statement of Qualifications," and "DO NOT OPEN."

All SOQs shall be received by 3:00 p.m. Pacific Time on the day specified in Section 2.1 and delivered to the following:

Original, 16 copies (original and copies 1 through 16 of 16), and four (4) electronic copies to:

Imperial County Transportation Commission
1503 North Imperial Avenue; Suite 104
El Centro, California 92243
Attention: Mr. Mark Baza, Executive Director
Telephone: (760) 592-4494

One (1) copy of each completed Prequalification Questionnaire ([Appendix E](#)) and one (1) copy of each completed Disclosure of Potential Conflict of Interest Certification ([Appendix D](#)) are to be provided in a separate sealed package and delivered with the original, sixteen (16) copies, and four (4) electronic copies of the SOQ to the address above.

For hand-delivered SOQ submittals to the ICTC office, ask for Mr. Mark Baza, Executive Director or Ms. Virginia Mendoza, Project Manager at (760) 592-4494 to have your SOQ package picked up and logged in as received.

SOQ submittals will be considered non-responsive if all required original, copies, and electronic copies are not received in the specified locations by the date and time specified in this RFQ.

Fax copies of the SOQ will not be accepted.

Late delivery of the SOQ will not be accepted. Deliveries by U.S. Mail, express mail, or courier service will only be accepted up to the date and time specified in this RFQ. Late deliveries will be rejected without opening, consideration, or evaluation and will be returned unopened to the sender. The Proposer is solely responsible for SOQ on time delivery.

Should a Proposer submit its SOQ prior to the submittal deadline and subsequently determine that modifications to the SOQ are necessary prior to the submittal deadline, the Proposer shall communicate with ICTC's Designated Contact to arrange for the Proposer to make the required revisions or deliver replacement SOQs. All such revisions or replacements shall be completed prior to the submittal date and time specified in this RFQ and shall meet the submittal requirements specified in this RFQ.

Any SOQ that fails to meet the deadline or the delivery package identification requirements will be rejected without opening, consideration, or evaluation and will be returned, unopened, to the sender.

4.3 Format Requirements

A Proposer's SOQ format shall adhere to the requirements outlined in [Appendix B](#). Additional information beyond those requirements contained in [Appendix B](#) may be provided; however, members of the Evaluation Team are required to review only those materials identified in [Appendix B](#).

The front cover of each SOQ shall be labeled with "Calexico East Port of Entry Bridge Widening" "Statement of Qualifications," the date of submittal, and the information required by [Section 4.2](#) of this RFQ.

4.4 Challenges

The decision of ICTC as to Proposer prequalification and the subsequent award of the Contract shall be final and shall not be appealable, reviewable, or reopened in any way, except as provided in [Section 6](#). Parties participating in the RFQ phase of this procurement shall be deemed to have accepted this condition and the other requirements of this RFQ.

5 EVALUATION PROCESS

Section 5 outlines the evaluation factors for the RFQ phase of the procurement. This information is intended to assist Proposers in organizing their teams and preparing their SOQs.

5.1 SOQ Evaluation

ICTC and its Evaluation Team will evaluate the SOQs based on the rating and scoring information outlined in this Section 5. As a result, each Proposer submitting a responsive SOQ will be scored and ranked. In order to be short-listed, the Proposer shall meet or exceed the evaluation and scoring criteria as established in Section 5.4. A “fail” or “not qualified” rating in any of the categories identified in Section 5.3 will result in an overall rating of not qualified. Only those Proposers that are short-listed will be allowed to participate in the RFP procurement process. ICTC intends to short-list not more than four (4) Proposers to invite to submit Proposals. As a result, each Proposer submitting a responsive SOQ will be ranked. The top ranked and short-listed Proposers will be announced.

5.2 Evaluation Objective

The objective of the RFQ step of the procurement is to short-list Proposers with the legal, technical, financial, and management capability, capacity, and experience necessary to successfully undertake and complete the Work. The Design-Builder shall have primary responsibility to plan, design, manage, and control the Project and to complete the Project on or ahead of schedule. ICTC has set high responsibility standards for the Design-Builder, which is reflected in the evaluation factors of this RFQ and will be reflected in the RFP and the Contract.

5.3 SOQ Evaluation Factors

The information submitted in accordance with Section 3 will be evaluated by the Evaluation Team in accordance with the initial responsiveness review as defined in Section 5.3.1, the non-scored categories listed in Section 5.3.2, and the scored categories as set forth in Section 5.3.3.

5.3.1 Initial Responsiveness Review

Each SOQ will initially be reviewed on a pass/fail basis for:

- a) Minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the SOQ.
- b) The SOQ's conformance to the RFQ instructions regarding organization and format.
- c) The responsiveness of the Proposer to the requirements set forth in the RFQ.

Proposers submitting SOQs not responsive to this RFQ may be excluded from further consideration. ICTC may also exclude from consideration any SOQ that contains a material misrepresentation.

5.3.2 Non-Scored SOQ Categories

Each non-scored category of a responsive SOQ will be evaluated on a non-scored pass/fail basis. For an SOQ to achieve a passing rating, each of the following categories shall meet the minimum requirements as set forth below:

- d) Legal: The SOQ complies with and meets or exceeds the minimum requirements listed in Section 3.2.1.
- e) Financial: The SOQ complies with and meets or exceeds the minimum requirements listed in Section 3.3.1.
- f) Safety: The SOQ complies with and meets or exceeds the minimum requirements listed in Section 3.4.1.

5.3.3 Scored SOQ Categories

Each scored category of a responsive SOQ will be evaluated and scored by the Evaluation Team according to the following, using the criteria weights provided in Appendix F:

- a) Proposer Experience and Past Performance: The SOQ will be evaluated against the criteria established under Section 3.5.
- b) Proposer's Key Personnel: The SOQ will be evaluated against the criteria established under Section 3.6.
- c) Project Understanding and Approach: The SOQ will be evaluated based on the criteria established under Section 3.7.
- d) Quality Management Program: The SOQ will be evaluated based on the criteria established under Section 3.8.

5.4 Evaluation and Scoring Process

The Evaluation Team will evaluate the non-scored SOQ categories as defined under Section 5.3.2. The Evaluation Team will evaluate the scored categories as defined under Section 5.3.3 based on the criteria weighting outline in Appendix F. The overall score for each scored element will be a consensus score based on individual assessment of the SOQs by the Evaluation Team members. The overall score for each Proposer will be used to determine a short-list of Proposers.

5.5 Notification of Short-Listing

Upon completion of the SOQ evaluation and scoring process, ICTC will notify each Proposer in writing whether or not it has been short-listed. In addition to this direct notification, ICTC will publish the list of Proposers who have been short-listed on the ICTC website at: <http://www.imperialctc.org/>.

Announcement of short-listing will not be later than the date specified in Section 2.1.

6 PROTEST PROCEDURES AND PUBLIC RECORDS ACT

6.1 Protest Procedures

This Section 6 sets forth the exclusive protest remedies available with respect to this RFQ. Each Proposer, by submitting its SOQ, expressly recognizes the limitation on its rights to protest contained herein, and expressly waives all other rights and remedies. Each Proposer agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers.

All protests and related statements described in this Section 6 shall be submitted for filing by hand delivery or certified, return receipt U.S. Mail to the following address:

Imperial County Transportation Commission
1503 North Imperial Avenue; Suite 104
El Centro, California 92243
Attention: Mr. Mark Baza, Executive Director
Telephone: (760) 592-4494

6.1.1 Protests Regarding RFQ Documents

Proposers may protest the terms of this RFQ on the grounds that:

- e) A material provision in this RFQ is ambiguous.
- f) Any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement.
- g) This RFQ in whole or in part exceeds the authority of ICTC.

Protests regarding this RFQ shall be filed only after the Proposer has informally discussed the nature and basis of the protest with ICTC in an effort to remove the grounds for protest.

Protests regarding the RFQ documents shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

RFQ document protests shall be filed as soon as the basis for protest is known to the Proposer, but in no event later than five (5) Business Days before the SOQ due date. The protestant shall have the burden of proving its protest by clear and convincing evidence.

No hearing will be held on the protest, but it shall be decided, on the basis of the written submissions, by ICTC's Executive Director or designee, whose decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. ICTC's Executive Director or designee will issue a written decision regarding any protest to each Proposer. If necessary to address the issues raised in a protest, ICTC may make appropriate revisions to the RFQ documents by issuing Addenda.

Notwithstanding the existence of a protest, ICTC may continue the procurement process or any portion thereof.

The failure of a Proposer to file a basis for a protest regarding the RFQ documents within the applicable period shall preclude consideration of that ground in any protest of a selection or qualification unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests. ICTC may extend the SOQ due date, if necessary, to address any such protest issues. If the protest is granted, ICTC shall not be liable for payment of the protestant's costs or attorneys' fees. ICTC shall not be liable for any damages to the Proposer filing the protest or to any participant in the protest, on any basis, express or implied.

6.1.2 Protests Regarding Short-Listing Decision

Any protest regarding the short-listing decision shall be filed within five (5) Business Days after the earlier of (a) the public announcement of the short-listed Proposers, or (b) notification of the short-listed Proposers. The Proposer filing the short-listing decision protest shall concurrently file a copy of the protest with the other Proposers whose addresses may be obtained from ICTC. The notice of protest shall specifically state the grounds for the protest.

Within (5) Business Days after delivery of the short-listing decision notice of protest to ICTC, the protestant shall file a detailed statement of the grounds, legal authority and facts, including all documents and evidentiary statements in support of the protest. The protestant shall concurrently file a copy of the detailed statement with the other Proposers. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protestant shall have the burden of proving its protest by clear and convincing evidence. Failure to file a protest within the applicable period shall constitute a waiver of the right to protest the short-listing decision other than any protest based on facts not reasonably ascertainable as of such date.

Other Proposers may file statements in support of or in opposition to the protest within five (5) Business Days of the filing of the detailed statement of protest. ICTC will promptly forward copies of any such statements to the protestant. Any evidentiary statements shall be submitted under penalty of perjury. ICTC may also, at its option, submit a statement regarding the protest.

The ICTC's Executive Director or designee will only consider, based on a preponderance of the evidence, whether the ICTC's determination is arbitrary, capricious, or contrary to law, and will either affirm the ICTC's original determination or recommend remedial steps, if appropriate, to address the issues raised in the short-listing decision protest. The ICTC's Executive Director or his designee will issue a written decision regarding the protest within thirty (30) days after the filing of the detailed statement of protest. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of the ICTC's Executive Director or designee, a hearing or argument may be permitted if necessary for the protection of the public interest or an express, legally recognized interest of a Proposer.

ICTC shall not be liable for any damages to the entity filing the short-listing decision protest or to any participant in the protest, on any basis, express or implied.

6.2 Public Records Act

Responses to this RFQ are subject to the provisions of the California Public Records Act (Government Code §6250 *et seq.*), PCC §10165, and PCC §6805(c). Proposers shall not include references, information, or details of any of the site-specific information and details in its SOQ. Proposers violating this site security requirement will be determined non-responsive. Proposers are advised that GSA has exemptions under the Freedom of Information Act (FOIA) to protect information from disclosure.

Documents provided by the Proposer marked "Trade Secret", "Confidential," or "Proprietary" and any financial records provided by the Proposer shall be submitted in a separate sealed envelope clearly identified, labeled, and addressed in the same manner specified for the Design-Build Prequalification Questionnaire provided in Appendix E. Only one (1) copy of each document shall be submitted.

ICTC stipulates and expressly acknowledges that the documents marked "Trade Secret", "Confidential," or "Proprietary" constitutes trade secrets and will not be deemed public records. This acknowledgment is based on the ICTC's express understanding that the information contained in the documents is not known outside the Proposer's business, is known only to a limited extent and only by a limited number of employees of the Proposer, is safeguarded while in the Proposer's possession, is extremely valuable to the Proposer and could be extremely valuable to the Proposer's competitors by virtue of it reflecting the Proposer's contemplated techniques of construction. ICTC acknowledges that the documents include a

compilation of information used in the Proposer's business, intended to give the Proposer an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documents. ICTC agrees to safeguard the documents, and all information contained therein, against disclosure, including disclosure of Subcontractor documents to the Proposer and other Subcontractors to the fullest extent permitted by law. In the event of arbitration or litigation, the documents shall be subject to discovery, and ICTC assumes no responsibility for safeguarding the documents unless the Proposer has obtained an appropriate protective order issued by the arbitrator or the court.

7 DEBRIEFING MEETINGS

Once ICTC awards the Contract to a Design-Builder, ICTC will arrange meetings with each of the Proposer organizations if requested by a Proposer. These debriefing meetings give Proposers and ICTC an informal setting to discuss the RFQ and RFP procurement process.

8 RESERVED RIGHTS

ICTC reserves to itself all rights available to it under the Public Contract Code and applicable law, including without limitation, the following, with or without cause and with or without notice:

- a) Withdraw or cancel this RFQ in whole or in part at any time prior to the execution by ICTC of the Contract, without incurring any cost obligations or liabilities.
- b) Issue a new RFQ.
- c) Accept or reject any and all submittals.
- d) Modify dates set or projected in this RFQ.
- e) Terminate evaluations of submittals received.
- f) Waive any informalities, irregularities, or omissions in an SOQ.
- g) Issue Addenda to this RFQ and issue Addenda to the RFP.

SOQs received become the property of ICTC.

ICTC assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties responding to this RFQ. All such costs shall be borne solely by the Proposer. In no event shall ICTC be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Contract, in form and substance satisfactory to ICTC, has been authorized and executed by ICTC and, then, only to the extent set forth therein. ICTC makes no representations that the Contract will be awarded based on the requirements to this RFQ.

8.1 Disclaimers

In issuing this RFQ and undertaking the procurement process contemplated hereby, ICTC specifically disclaims both the following:

- a) Any obligation to award or execute a Contract pursuant to this RFQ or the RFP or to issue an RFP.
- b) Subject to Section 1.8, any obligation to reimburse a Proposer for any costs it incurs under this procurement.

In submitting an SOQ in response to this RFQ, the Proposer is specifically acknowledging these disclaimers.

APPENDIX A – PROJECT DESCRIPTION, DESIGN-BUILDER RESPONSIBILITIES, AND PROJECT STATUS

- A1 Project Description**
- A2 Design and Construction Requirements**
- A3 Design-Builder Responsibilities**
- A4 Project Status**
- A5 Additional Project Documentation**

A1 Project Description

Based on the currently identified viable Build Alternative, the proposed Calexico East Port of Entry Bridge Widening (Project) will consist of designing and constructing the following:

- Widen and modify the three existing bridge structures each separated by a 1 inch joint – referred to from west to east as “bridge 1,” “bridge 2,” and “bridge 3” over the All-American Canal by constructing a new steel girder structure with a concrete deck to the east tying to the existing bridge:
 - i. Increase the number of lanes on the existing bridge from nine (9) to thirteen (13) lanes.
 - ii. Add two northbound passenger vehicle lanes.
 - iii. Add two northbound commercial vehicle lanes.
 - iv. Structural steel cross-bracing stiffeners placed between the new steel girders.
 - v. Remove the eastern most bridge railing and place a closure pour in its place to tie in the new bridge to the existing.
 - vi. Provide deck overlay to adjust the deck slope.
 - vii. Demolish the existing northbound pedestrian sidewalk and existing concrete barriers separating the northbound pedestrian walkway from the vehicular traveled way (on existing bridge 2, and south and north of the existing bridge 2 to the extent shown on the preliminary layout).
 - viii. Remove and replace existing pedestrian turnstile at the limit line (international boundary).
 - ix. Remove and replace existing security cameras on the pedestrian bridge.
 - x. Construct concrete closure pour along existing one (1) inch joint separating existing bridges 2 and 3.
 - xi. Construct new concrete barriers with eight (8)-foot high fence on both barriers on the relocated northbound pedestrian walkway to meet US CBP requirements.
 - xii. Construct bridge abutments and extend existing sheet piling to the east, on the north and south ends of the bridge.
 - xiii. Construct structure approach slabs, south and north of the widened bridge structure, and south and north of existing bridge 2.
 - xiv. Rehabilitate the existing bridge 3 by replacing anchor bolts and bearing pads at the south abutment, clean and maintain bearing pads at both abutments, prepare concrete bridge deck surface, and furnish and place concrete polyester overlay on deck surface.
 - xv. Additional bridge 3 work includes clean expansion joints and placement of new joint filler.
- Roadway Widening:
 - i. Widening and realigning approach and departure roadways to align with the additional new lanes.
 - ii. Roadway pavement is expected to be continuously reinforced concrete pavement (CRCP) and jointed plain concrete pavement to match existing Portland Cement Concrete Pavement (PCCP).
- Tunnel Extensions:
 - i. Extend the existing north and south tunnels to the east to accommodate the additional lanes.
 - ii. Removal and relocation of the existing tunnel ramps on the east side.

- iii. Demolish and relocate an existing retaining wall along the southern edge of the ramp and parallel to the All-American Canal to accommodate relocation of the northern tunnel ramp roadway.
- Replace Electrical Systems:
 - i. Replace the existing lighting systems on the bridge, north and south of the bridge, and in the northern tunnel.
 - ii. Relocate the existing four (4)-inch diameter conduit embedded in the existing northbound pedestrian walkway on the bridge deck.
- Modify Existing Drainage System
 - i. Modify the existing drainage systems.
 - ii. Install new drainage systems to maintain the existing drainage pattern.
 - iii. Relocate existing stormwater lift station northeast of the existing bridge.
 - iv. Enlarge existing drainage basin located northeast of the Project site to accommodate additional runoff.
 - v. Construct a new drainage basin southeast of the Bridge to collect stormwater runoff from the new pavement before reaching Mexico.

If additional funding becomes available, the Project may also include the following Work items, in priority order:

- Complete deferred maintenance
- Construct an eight (8)-foot shoulder for commercial vehicles—the existing northbound and southbound pedestrian walkways will remain.
- Add a pedestrian canopy which meets GSA’s requirements.
- Shift the northbound pedestrian walkway slightly to accommodate the additional northbound passenger lanes.
- Rehabilitate existing bridges 1, 2, and 3.
- Rehabilitate existing tunnels.

The scope of the Project may be revised during the development of the Request for Proposals (RFP) but is anticipated to include the following:

- a) Maintenance of traffic flow during construction.
- b) Bridge widening and modification.
- c) Drainage systems, including stormwater detention and conveyance systems.
- d) Rehabilitation of existing pavement.
- e) Design and construction surveying.
- f) Coordinate with other construction projects within the Project vicinity.
- g) Coordinate with other local, state, and federal entities including GSA, USBR, IID, and CBP.
- h) Coordinate with Mexican federal Government and State of Baja California Government.
- i) Coordinate with ICTC’s public involvement management team, including:
 - Develop and implement a public information plan as part of the construction phase of this Project.
 - Participate in any Community Coordination Team representing the Design-Builder.

- j) Obtain necessary environmental permits and authorizations and/or prepare all required documentation for issuance of same, from federal and State agencies such as GSA, USBR, International Boundary and Water Commission (IBWC), California Regional Water Quality Control Board (RWQCB), IID, Army Corps of Engineers, United States Fish and Wildlife Service, United States Forest Service, Regional Water Quality Control Board, and Department of Fish and Game, and also, including noise permits from local agencies (if necessary), or National Pollutant Discharge Elimination System (NPDES) permit.
- k) Maintain the roadway and roadway facilities within the Project limit during construction.
- l) Coordinate with GSA and CBP to maintain site security during design site visits and construction.

A2 Design and Construction Requirements

- Design: The Project shall be designed to current GSA, CBP, Caltrans, FHWA, Federal, and ICTC standards. The Design-Builder will have as much flexibility in the design of the Project as applicable standards and environmental requirements allow; however, changes to roadway geometry will be subject to FHWA and ICTC approval, which will include consideration of environmental, security, and right-of-way impacts, and impacts caused by various Federal and State agencies' requirements for review and approval. The design Work shall include active communication and partnering sessions with these agencies throughout the design and construction Work. The design shall specifically address GSA design standard *P100 Facilities Standards for the Public Buildings Service* and CBP *Land Port of Entry Design Guide* requirements.
- Construction: It is anticipated that the Project will be constructed within the existing highway right-of-way. The bridge widening Work will occur over the All-American Canal, requiring coordination with USBR. The Proposers are advised that no Work shall occur within the All-American Canal. The Project shall be constructed so as to maintain traffic flow throughout the construction process. ICTC and Caltrans shall be fully engaged throughout the construction Work, including construction oversight, progress inspections, and participation at construction progress meetings. The *Caltrans 2018 Standard Specifications* and its current Amendments, GSA's *P100 Facilities Standards for Public Buildings*, CBP *Land Port of Entry Design Guide*, and AASHTO design standards and requirements shall apply.

A3 Design-Builder Responsibilities

The successful Design-Builder shall be responsible for furnishing all labor, material, plant, equipment, services, and support facilities for the following Project elements, including:

- a) Design and construction of all Project components.
- b) Verification calculations necessary to demonstrate the repaired bridges will support the additional lane loads
- c) Management of the Project, design, and construction.
- d) Project-related public involvement activities.
- e) Coordination with Project stakeholders, other contractors, and utility owners.
- f) Design quality.
- g) Construction quality.
- h) Implementation of all Environmental avoidance, minimization, and/or mitigation measures, including compliance monitoring.
- i) Secure environmental permits.

- j) Development and implementation of additional environmental investigations, monitoring, and investigation along with any resultant additional measures, including monitoring associated with or resulting from Design-Builder's activities.
- k) Maintenance and protection of traffic, including both temporary and permanent access to properties.
- l) Project site safety and security and worker security clearances and certifications, with specific compliance with GSA site security requirements in compliance with Homeland Security Presidential Directive-12.
- m) Preliminary engineering, such as surveys and geotechnical investigations.
- n) Remediation of harmful and/or hazardous materials caused by the Design-Builder during design and construction.
- o) Drainage and erosion control.
- p) Construction waste disposal and handling.
- q) Coordination with ICTC as it coordinates directly with GSA (the site owner) and the CBP (the site operator) through the GSA, so the site remains in full, uninterrupted safe and secure operations during the construction Work.
- r) Required clearances, licenses, construction easements, and permits for Design-Builder Work, Work sites, storage areas, and other elements, both on- and off-site.
- s) Ancillary works, such as temporary fencing, relocation of drainage, Work sites, and temporary works.
- t) Material location, acquisition, permits, and transportation, including all required environmental investigations and compliance.
- u) Utility coordination and (as required) relocation, and protection of existing utilities.
- v) Site clearance and clean up during and following construction.
- w) Provide any and all warranties to GSA.

A4 Project Status

The status of the Work being completed for the Project by ICTC is summarized as follows:

- a) Survey: The RFP will include preliminary Topographic Map (in 2D and 3D format) of the corridor in an electronic format.
- b) Preliminary Engineering: ICTC is currently preparing preliminary engineering documentation for the Project. The Bridge Advance Planning Study is completed and preliminary roadway plans have been developed. Both are included in the Project Report (PR) available on the ICTC website at: <http://www.imperialctc.org/>. The RFP will include these preliminary engineering documents for Proposers' information.
- c) Right of Way and Utilities: A preliminary Subsurface Utilities Engineering (SUE) analysis has been completed by ICTC. The RFP will include copies of SUE information collected by ICTC and Caltrans, along with established constraints and responsibilities for impacted utilities. Preliminary Right of Way Maps will be available to Proposers during the RFP stage.

The Design-Builder shall be responsible to complete all engineering work related to the identification of conflicts, mapping, and other engineering design related activities associated with public and private utilities. ICTC will be responsible for the administration, Federal authorization, utility agreements, and payments associated with the relocation of public and private utilities.

- d) Environmental: The Project is in the process of completing California Environmental Quality (CEQA) and National Environmental Policy Act (NEPA) requirements associated with the Preliminary Engineering phase of the Project. Technical studies prepared in support of the combined CEQA/NEPA Environmental Documents (Categorical Exclusion [CE] for CEQA and Categorical Exclusion [CE] for NEPA) will be included along with the Environmental Document [CE/CE] as part of the RFP. The CE/CE is expected to be completed in May 2020 and will be available with the Project information on the ICTC website at: <http://www.imperialctc.org/>.
- e) Plans: As-built plans and other records for the existing bridges are available for review by the Proposers. Copies will be made available to Proposers for in-person review during the RFP response period. Proposers are advised that compliance with the GSA's CUI Guide is required to allow access to any existing site information and records. Given security restrictions, Proposers shall be required to execute individual non-disclosure agreements (NDAs) prior to as-built plan and existing records review. If required, only those individuals with executed NDAs will be allowed to review as-built plans. As-built plans may not copied, reproduced, or removed from the plan review location. See Section 1.10.3 of this RFQ for additional non-disclosure requirements. Proposers shall not include or provide details of any of the site secure information or records in its SOQ. The plan review location information and any NDA requirements will be provided with the RFP.
- f) Geotechnical: Preliminary soil boring information collected by ICTC and the preliminary foundation recommendation memorandum are included in the PR. Additional geotechnical information will be provided with the RFP.
- g) Permitting: The Project will require several environmental, utility, and agency permits/approvals. Permit descriptions and their submittal requirements are included in the PR. The following table summarizes the anticipated required permits/approvals and their associated status:

Anticipated Permits and Approvals Needed

Agency	Permit/Approval	Status
Federal Agencies		
Presidential Permit	An amendment to the existing Presidential Permit or an Application for a New Presidential Permit will be required to remove approximately 60 feet of existing border fence to accommodate the proposed widening of the approach roadway from Mexico necessary to merge with the roadway in the U.S.	ICTC to obtain permit.

Agency	Permit/Approval	Status
United States Bureau of Reclamation (USBR)	<p>Project construction and bridge plans shall be reviewed by USBR.</p> <p>In order to request right -of-way use from USBR, an <i>Application for Transportation and Utility Systems and Facilities on Federal Lands (Standard Form 299)</i> along with a non-refundable \$100 application fee shall be submitted to USBR.</p> <p>The application shall include design plans, which must outline USBR’s rights-of-way and/or lands and include the legal description.</p> <p>USBR will require environmental studies and reports for the Project along with a plan of development.</p> <p>USBR can review 30, 60, 90, and 100 percent plans, but will only provide approval on 90 or 100 percent plans.</p> <p>Typical application review and processing takes from 120 to 180 days depending on project complexity and other variables.</p> <p>Approval may be part of GSA’s requirement.</p>	Prior to construction ICTC must have received approval for Project activity.
General Services Administration (GSA)	<p>HSPD-12 requirements must be met.</p> <p>Notice shall be provided that the facility is a law enforcement facility with significant security requirements and is subject to local law enforcement controls for any day to day incidents which may occur.</p> <p>Construction easement on GSA property will be obtained by ICTC from GSA.</p>	GSA is considering donation. MOU signed by GSA’s Public Building Services (PBS) Commissioner is a prerequisite to moving forward.
United States Fish and Wildlife Service (USFWS)	No regulatory requirement determined at time of technical report.	ICTC will monitor regulatory environment for changes in law.
Imperial County Transportation Commission (ICTC)	Section 404 Individual Permit for filling or dredging waters of the United States.	Approved scope avoids impacts to waters of the United States. ICTC must revalidate should Project scope get modified.

Agency	Permit/Approval	Status
General Services Administration (GSA)	Temporary Construction Easement.	This action will be ordained after Project transfer to ICTC and will be per its directive.
International Boundary and Water Commission (IBWC)	Any permitting process from the IBWC on U.S. territory will be followed.	ICTC will follow-up with IBWC as defined as part of the Presidential Permit amendment stipulates.
State Agencies		
California Regional Water Quality Control Board (RWQCB)	Construction storm water permit and an industrial storm water permit.	Project transfers from Caltrans General Permit to the responsibility of ICTC.
California Department of Fish and Game (CDFG)	Section 1602 Agreement for Streambed Alteration	Project avoids impacts to regulated water and changes to Project scope will require actions by ICTC.
California Department of Fish and Game (CDFG)	Section 2080.1 Agreement for Threatened and Endangered Species	Project avoids impacts to regulated water and changes to Project scope will require actions by ICTC.
State Water Resources Control Board (SWRCB)	Section 402 National Pollutant Discharge Elimination System (NPDES) (Construction Activity)	Responsibility transfers from Caltrans to ICTC. Depending upon the means and methods of construction for the Project selected by ICTC and its Contractor with regards to dewatering byproduct, permit, and process alternatives will vary per Kleinfelder report for groundwater sampling dated March 23, 2020.
State Water Resources Control Board (SWRCB)	Section 401 Water Quality Certification	Responsibility transfers from Caltrans to ICTC. Depending upon the means and methods of construction for the Project selected by ICTC and its Contractor with regards to dewatering byproduct, permit, and process alternatives will vary per Kleinfelder report for groundwater sampling dated March 23, 2020.

Agency	Permit/Approval	Status
California Regional Water Quality Control Board (RWQCB)	Per IID, a construction storm water permit and an industrial storm water permit from the California Regional Water Quality Control Board are required for the construction and operation of the proposed facility. Copies of those permits and the Project's Storm Water Pollution Prevention Plan are to be submitted to IID.	Responsibility transfers from Caltrans to ICTC. Depending upon the means and methods of construction for the Project selected by ICTC and its Contractor with regards to dewatering byproduct, permit, and process alternatives will vary per Kleinfelder report for groundwater sampling dated March 23, 2020
Regional and Local Agencies		
Imperial Irrigation District (IID)	Project construction and bridge plans will be reviewed by IID. IID requires an IID encroachment permit process to be followed. Any construction or operation on IID property or within its existing and proposed right-of-way or easements will require an encroachment permit or encroachment agreement. An IID encroachment permit will be required to utilize existing surface-water drainpipe connections to drains and receive drainage service from IID. Surface-water drainpipe connections are to be modified in accordance with IID standards. IID shall be consulted prior to the installation of any facilities adjacent to IID's facilities.	These permits will be obtained after approval of the environmental document by ICTC or its agents.
California Air Quality Management District (CAQMD)	Rule 1403	ICTC must comply with requirements by submitting test results which were negative for Asbestos Containing Materials planned for demolition. Must be revalidated should scope change.

Agency	Permit/Approval	Status
Regional and Local Agencies		
Private Property Owners	Property access and temporary construction easements (TCEs).	None currently identified. Will be responsibility of ICTC to deny or approve solicitation should a request evolve.

The responsibility for obtaining each of the permits and approvals will be detailed in the RFP.

A5 Additional Project Documentation

To provide additional information pertaining to Project development by ICTC, supporting documents are being made available to potential Proposers. These documents can be found on the ICTC website at: <http://www.imperialctc.org/>. Only non-secure Project development materials and public document guides and references are posted on the ICTC website at: <http://www.imperialctc.org/>. Secure Project background materials are available for Proposer review as directed in Section 1.3, Section 1.10.3, and Section A4e of this RFQ.

APPENDIX B: FORMAT AND ORGANIZATION OF STATEMENT OF QUALIFICATIONS

B1 Organization

B2 Pages and Binders

B3 Page Format

B4 Clarity and Conciseness

B5 Reproducibility

B6 Submittal

B1 Organization

The SOQ shall be organized as follows and as depicted in Table B-1:

1. Transmittal Letter and Form G
2. Seven text sections:
 - Section 1 – Legal Structure
 - Section 2 – Financial Capacity
 - Section 3 – Safety Program
 - Section 4 – Proposer Experience and Past Performance
 - Section 5 – Proposer Organization and Key Personnel
 - Section 6 – Project Understanding and Approach
 - Section 7 – Quality Management Program
3. Two Appendices:
 - Appendix A: Resumes
 - Appendix B: Legal Documents

B2 Pages and Binders

The sections and appendices shall consist of loose-leaf pages that are 8 ½-by-11-inch and white, except for charts, exhibits, and other illustrative and graphical information, which may be submitted on 11-by-17-inch paper and folded to 8 ½-by-11-inch (11-by-17-inch pages will count as two (2) pages). There is a maximum limit of twenty (20) pages total for Sections 6 and 7 of the Proposer's SOQ package. Specific page limitations pertaining to Sections 1 through 5 and Appendices A and B of the Proposer's SOQ package are defined in Table B-1 of this appendix. The cover letter, each section, and two appendices shall be combined in one (1) three-ring binder. The sections (and, optionally, subsections) shall be separated with lettered or numbered dividers. No text, photos, or graphics other than the SOQ Section number and title shall be included on the divider sheet. Any divider sheets with text, photos, or graphics will be included in the required page limit. Pages exceeding the page limit will be removed from the SOQ and not scored. Color photographs, renderings, and brochures, if any, shall be adequately bound and suitably protected for handling and circulation during review and evaluation.

B3 Page Format

Text shall be in a standard font that is a minimum of 12-point in size, single-spaced, and printed single-sided. Each page shall be numbered consecutively within each section (i.e., 1-1, 1-2...; 2-1, 2-2...; 3-1, 3-2..., etc.), and the page numbers shall be centered at the bottom of each page. Pages shall have a one (1) inch margin all around. Only header and footer text may be included in the margins.

B4 Clarity and Conciseness

Proposers should make every effort to present information clearly and concisely. Documentation that is difficult to read may be rejected, scored less favorably, or may lead to Proposer disqualification.

B5 Reproducibility

All SOQ pages shall be easily reproducible in black and white by standard photocopying machines.

B6 Submittal

One original and sixteen (16) copies of the SOQs and appendices shall be provided. Four (4) electronic copies of the entire SOQ submittal in searchable PDF format, each on a separate, labeled flash drive shall be provided.

Table B-1: Specifications for SOQs

SOQ Section	Section Title and Required Information	RFQ Reference
	<p>Transmittal Letter and Proposer SOQ Certification (no overall page limitation for this section). Note this section is not scored other than to confirm the SOQ is responsive to the RFQ requirements:</p> <ul style="list-style-type: none"> • <u>Form A</u>: Transmittal Letter (to be signed by duly authorized representatives of all equity members of the Proposer’s team). • <u>Form G</u>: Proposer SOQ Certification (to be provided by all equity members of Proposer). 	3.1
Section 1	<p>Legal Structure (no overall page limitation for this section):</p> <ul style="list-style-type: none"> • Legal structure and supporting documents or description of proposed legal structure. • Identification of Principal/Major Participants. • Response to <u>Section 3.2 (e)</u> if required. • <u>Form E</u>: Proposer’s Organization Information. • <u>Form F</u>: Proposer’s DBE Project Goal Declaration Affidavit. 	3.2
Section 2	<p>Financial Capacity (no overall page limitation for this section):</p> <ul style="list-style-type: none"> • Verification of Proposer’s ability to secure Performance Bond and Payment Bond. • Verification of Proposer’s ability to secure insurance. 	3.3
Section 3	<p>Safety Program (no overall page limitation for this section):</p> <ul style="list-style-type: none"> • Safety Record for the most recent three (3) year period. • Worker’s Compensation experience history for the past three (3) years. • Cal-OSHA or FOSHA citations and assessed penalties, any serious, willful or repeat violations of its safety or health regulations in the past five (5) years. 	3.4
Section 4	<p>Proposer Experience and Past Performance (no overall page limitation for this section):</p> <ul style="list-style-type: none"> • A brief narrative summary of each firm’s capability and capacity, a maximum of two (2) pages for each firm is permitted. • <u>Form B</u>: Project Description (maximum of five (5) <u>Form Bs</u> per each Principal/Major Participant are permitted, not to exceed ten (10) <u>Form Bs</u> total for the Proposer team), each <u>Form B</u> shall not exceed two (2) pages in length. 	3.5

SOQ Section	Section Title and Required Information	RFQ Reference
Section 5	<p>Proposer Organization and Key Personnel (no overall page limitation for this section):</p> <ul style="list-style-type: none"> • Brief narrative of significant functional relationships among participants and how the proposed organization will function as an integrated design-build team, a maximum of four (4) pages is permitted. • Organization Chart (one (1) at 11-by-17-inch, folded to 8 ½-by-11-inch). • Evidence of Proposer’s ability to meet license requirements. • <u>Form C</u>: Subcontractor Information and a maximum one-page summary of Subcontractor experience for each Subcontractor listed, including consultants, is permitted. • <u>Form D</u>: Proposed Key Personnel Information. 	3.6
Section 6	<p>Project Understanding and Approach (a maximum of twenty (20) pages total for Sections 6 and 7 are permitted):</p> <ul style="list-style-type: none"> • Proposed management approach and Project understanding. • Keys to ensuring a successful Project. • Skilled labor availability information. 	3.7
Section 7	<p>Quality Management Program (a maximum of twenty (20) pages total for Sections 6 and 7 are permitted):</p> <ul style="list-style-type: none"> • Proposed approach for Quality Control/Quality Validation during design. • Proposed approach for Quality Control/Quality Validation during construction. • Proposed approach for coordination between ICTC and the Design-Builder’s organization and with other agencies. 	3.8
App. A	<p>Resumes (no overall page limitation for this section):</p> <ul style="list-style-type: none"> • Key Personnel Resumes, a limit of three (3) pages for the Project Manager and two (2) pages for all other Key Personnel will be permitted. 	3.6 (c), 3.6.1
App. B	<p>Legal Documents (no overall page limitation for this section):</p> <ul style="list-style-type: none"> • Powers of attorney. • Organization documents, letters of agreement, and other documents identified in <u>Section 3.2</u> or addressed in Appendix A of the Proposer’s SOQ. 	3.2

APPENDIX C: FORMS

Form A	Transmittal Letter
Form B	Project Description
Form C	Subcontractor Information
Form D	Proposed Key Personnel Information
Form E	Proposer's Organization Information
Form F	Proposer's DBE Project Goal Declaration Affidavit
Form G	Proposer SOQ Certification

FORM A
TRANSMITTAL LETTER

PROPOSER: _____

SOQ Date: [Note to Drafter: Insert Date]

Imperial County Transportation Commission
1503 North Imperial Avenue; Suite 104
El Centro, California 92243

Attn: Mr. Mark Baza, Executive Director

The undersigned (Proposer) submits this Statement of Qualification (SOQ) submittal in response to that certain Request for Qualifications (RFQ) dated as of [Note to Drafter: Insert Date] (as amended), issued by the Imperial County Transportation Commission (ICTC) to design and construct the related facilities adjacent to State Route 7 for the Calexico East Port of Entry Project, as described in the RFQ.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

- Transmittal Letter (this Form A)
- Form G, Proposer's SOQ Certification
- Section 1: Legal Structure
- Section 2: Financial Capacity
- Section 3: Safety Program
- Section 4: Proposer Experience and Past Performance
- Section 5: Proposer Organization and Key Personnel
- Section 6: Project Understanding and Approach
- Section 7: Quality Management Program
- Appendices A and B (Resumes and Legal Documents)

The Proposer acknowledges receipt, understanding, and full consideration of all materials posted on the ICTC Project website at: <http://www.imperialctc.org/> as set forth in the RFQ, Section 1.3, "Project Materials: RFQ and Addenda", and the following Addenda and sets of questions and answers to the RFQ:

[Proposer to list any Addenda to this RFQ and sets of questions and answers by dates and numbers before executing Form A.]

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ submitted in response to the RFQ.

If the Proposer consists of more than one entity, all members of the Proposer entity agree to accept joint and several liability for performance under the Contract.

Proposer understands that ICTC are not bound to short-list any Proposer and may reject each SOQ that ICTC may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process shall be borne solely by the Proposer, as described in Section 1.8, “Precontractual Expenses” of the RFQ.

Proposer agrees that ICTC will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this SOQ.

This SOQ shall be governed by and construed in all respects according to the laws of the State of California.

Proposer's business address:

(No.)	(Street)	(Floor or Suite)	

(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: _____

[Proposer – insert appropriate signature block from following page]

1. Sample signature block for corporation or limited liability company:

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

[Insert general partner's or equity member's name]

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or equity members as appropriate]

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, (here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature

Notary Public Seal

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Imperial County Transportation Commission (ICTC) at (760) 592-4494, or write to ICTC 1503 North Imperial Avenue, Suite 104, El Centro, CA 92243

FORM B **PROJECT DESCRIPTION**

Name of Proposer: _____

Instructions for Form completion: Form B is limited to a maximum of two (2) pages for each completed project.

Name of Firm: _____	
Project Role: _____	
Principal Participant: _____	Designer: _____
Other (Describe): _____	
Years of Experience (provide length of activity as it relates to the following three elements):	
Roads/Streets: _____	Bridges/Structures: _____ Utility Relocations: _____
Project Name, Location, and Nature of Work for Which Company Was Responsible:	
<i>(Use additional lines within this section as necessary to response to this question)</i>	
Provide Project Description and Describe Site Conditions:	
<i>(Use additional lines within this section as necessary to describe project and site conditions)</i>	
List claims history, numbers, dollars submitted and final results. Discuss Dispute Review Board history, including subjects and outcomes:	
List Any Awards, Citations, and/or Commendations Received for the Project:	
Name of Client (Owner/Agency, Contractor, etc.):	
Address: _____	
Contact Name: _____	Telephone: _____
Owner's Project or Contract No.: _____	e-mail: _____
Contract Value (US\$): _____	Final Value (US\$): _____
Percent of Total Work Performed by Company: _____	Start Date: _____
Planned Completion Date: _____	Actual Completion Date: _____
Amount of Claims: _____	Any Litigation? Yes ____ No ____

FORM C
SUBCONTRACTOR INFORMATION
(Including Consultants)

Name of Proposer:

Instructions for Form completion: Responses shall be addressed within the table below. Should additional space be needed to adequately respond, Proposers are advised to increase the number of lines within the table as appropriate. Form C has no SOQ page limitation.

Subcontractor Name ^{1,2}	Address and Telephone Number Primary Contact Person Name and Title	Work Planned for the Project

- (1) At a minimum, list specialized Subcontractors except for the Designer.
- (2) Attach a maximum one-page summary of Subcontractor experience for each Subcontractor listed, including consultants.

FORM D

PROPOSED KEY PERSONNEL INFORMATION

Name of Proposer _____

Instructions for Form completion: Responses shall be addressed within the table below. Should additional space be needed to adequately respond, Proposer are advised to increase the number of lines within the table as appropriate. Form D has no SOQ page limitation.

Position	Name	Years of Experience	Education and Registrations	Parent Firm Name and Contact Information
Project Manager				
Quality Manager				
Design Manager				
Construction Manager				
Design Lead Engineer – Roadway (Engineer of Record)				
Design Lead Engineer – Structures (Engineer of Record)				

Position	Name	Years of Experience	Education and Registrations	Parent Firm Name and Contact Information
Geotechnical Engineer				

FORM E

PROPOSER'S ORGANIZATION INFORMATION

Name of Proposer: _____

Instructions for Form completion: Responses to each subject area shall be addressed within the table below. Should additional space be needed, Proposers are advised to increase space following the question as appropriate. Form E shall have no SOQ page limitation.

Proposer (Individual Firm / Joint Venture / Partnership / LLC)			
Name of Entity: _____			
Address: _____			

Contact Name: _____ Title: _____			
Telephone No.: _____ Fax No.: _____ E-mail: _____			
Local / Regional Contact			
Name: _____			
Address: _____			

Telephone No.: _____ Fax No.: _____ E-mail: _____			

Name(s) of Proposer Entity(ies)			
Company Name	Address and Telephone & Fax Numbers	State of Incorporation	Lead Participant? Yes No
Principal Participant(s)			
Designer			
Other Firm(s)			

FORM F

PROPOSER'S DBE PROJECT GOAL DECLARATION AFFIDAVIT

Name of Proposer:

It is understood and agreed by the Proposer that it has carefully examined all documents that form this Request for Qualifications (RFQ) and acknowledges that ICTC will establish a proposed Project DBE goal based on the total Project value for this Design-Build Project. This affidavit further serves to confirm that [Insert Proposer Name] will aggressively exercise Good Faith Efforts to the satisfaction of ICTC to meet the proposed Project DBE goal in accordance with DBE design-build program requirements defined in the Request for Proposals (RFP) documents, when issued.

It is further understood by the Proposer that in the event the Proposer commits to exceed the established Project DBE goal, the DBE goal of record will be that committed to by the Proposer. In fulfilling the Proposer's commitment to meet or exceed the established Project DBE goal, the Proposer shall adhere to all DBE provisions set forth in the ICTC's DBE Program, this RFQ solicitation, regulatory requirements, and any Contract which results there from.

STATE OF _____)
)
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that _____
(Contact Name)

is the _____ of _____ and _____ is the _____
(Title) (Company) (Contact Name) (Title)

of _____ which entity(ies) are the _____
(Company) (Joint Venture/Partnership, Other)

of _____, the entity making the foregoing Proposal.
(Joint Venture Company)

The Proposer hereby affirms that it shall either meet the DBE goals described in this solicitation or exercise and provide demonstrable evidence to the satisfaction of the ICTC that it has aggressively exercised Good Faith Efforts to do so in accordance with defined program requirements, including contractual and regulatory provisions set forth under Title 49, Code of Federal Regulations (CFR), Part 26 and subsequently published Design-Build DBE Federal Registrars.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for said County and State

[Seal]

My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the declaration and so that it is signed on behalf of all partners/members of the proposing firm.]

FORM G
PROPOSER SOQ CERTIFICATION

A COPY OF THIS CERTIFICATION SHALL BE COMPLETED AND SIGNED BY PROPOSER AND, IF A PROPOSER IS A PARTNERSHIP, LIMITED PARTNERSHIP, JOINT VENTURE OR OTHER ASSOCIATION, THEN A SEPARATE CERTIFICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH MEMBER AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS.

DECLARATION

STATE OF _____)
) SS:

COUNTY OF _____)

I, (printed name) _____, being first duly sworn, state that I am the (title) _____ of the Proposer.

I certify that I have read and understood the information contained in the Request for Qualifications (RFQ) issued by ICTC for the Calexico East Port of Entry Bridge Widening Project and the attached Statement of Qualifications (SOQ), and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this SOQ is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements in the SOQ shall result in denial of prequalification status.

(Signature)

(Name Printed)

ACKNOWLEDGMENT

On this _____ [Insert date] before me, _____ [Insert name and title of officer] personally appeared, _____ [Insert name of signer above], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public in and for
said County and State

[Seal]

My commission expires:_____

NOTICE TO APPLICANTS:

A materially false statement, omission, or fraudulent inducement made in connection with this Statement of Qualifications is sufficient cause for denial of the application. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code section 132, offering altered or antedated or forged documents or records; and section 134, preparing false documentary evidence)

APPENDIX D: ICTC CONFLICT OF INTEREST POLICY

ICTC USE OF THE CALTRANS CONFLICT-OF-INTEREST POLICY COVERING THE DESIGN-BUILD PROGRAM

The purpose of this document is to clarify ICTC's position on potential conflicts of interest which may arise when consultants or contractors (Proposers) perform work for local transportation entities or ICTC relating to potential design-build projects.

Organizational conflicts of interest can occur when, because of existing or planned activities or because of relationships with other persons, the Proposer is unable or potentially unable to render impartial assistance or advise ICTC; the Proposer's objectivity in performing the Work is or might be otherwise impaired; or the Proposer has an unfair competitive advantage.

The policies and guidelines concerning the organizational conflicts of interest found herein will be specified or referenced in the design-build RFQ or RFP documents and any Contract for the engineering services, inspection, or technical support in the administration of the design-build program or Projects.

A conflict of interest checklist will be provided to and is to be used by all Proposers, including Subconsultants, to assist in screening for potential organizational conflicts of interest. The checklist, which will provide various examples of conflicts, is for the internal use of the Proposers and does not need to be submitted to ICTC. The checklist will only serve as a guide, and there may be additional potential conflict situations not covered by the checklist. If a Proposer determines a potential conflict of interest exists that is not covered by the checklist, that potential conflict shall still be disclosed.

After review of the checklist, the Proposers shall complete the Disclosure of Potential Conflict of Interest Certification and submit it along with the Proposer's Proposal. If the Proposer determines a potential conflict of interest exists, it shall disclose the potential conflict of interest to ICTC; however, such a disclosure will not necessarily disqualify a Proposer from being awarded the Contract. The respondent shall propose measures to avoid, neutralize, or mitigate all potential conflicts. To avoid any unfair taint in the selection process, the disclosure certification will be provided separate from the bound Proposal, and it will not be provided to the Evaluation Team. The ICTC's contract management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Proposer may be awarded the Contract notwithstanding the potential conflict. The ICTC's contract management personnel may consult with its Legal Counsel. Resolution of the conflict of interest issues is ultimately at the sole discretion of ICTC. ICTC reserves the right to cancel or amend the resulting Contract if the successful Proposer failed to disclose a potential conflict, which it knew or should have known about, or if the Proposer provided information on the disclosure certification that is false or misleading.

After award, conflict of interest guidelines and policies shall continue to be monitored and enforced. If an organizational conflict of interest is discovered after award, the Proposer shall make an immediate and full written disclosure to ICTC that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and the Proposer was aware of an organizational conflict of interest before award of the Contract and did not disclose the conflict, ICTC may terminate for default. If the Proposer is terminated, ICTC assumes no obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by the Proposer.

ICTC recognizes that the Proposers must maintain business relations with other public and private sector entities in order to continue as viable businesses. ICTC will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not the intent of ICTC to disqualify Proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the Proposer's ability to provide objective advice to ICTC. ICTC will seek to disqualify Proposers only in those cases where a potential conflict cannot be adequately mitigated.

A Federal Highway Administration (FHWA) regulation addresses organizational conflicts of interest related to design-build projects financed in whole or in part with federal funds (see 23 CFR 636.116). This regulation provides additional guidance and minimum standards to identify, mitigate, or eliminate apparent or actual organizational conflicts of interest. This regulation also states that to the extent that State-or local agency-developed organizational conflict of interest standards are more stringent those contained in the federal regulations, the State or local agency standards shall prevail.

The California Board for Professional Engineers and Land Surveyors provides additional guidance and has established conflict of interest rules applicable to those professionals licensed by the Board (see Board Rules 475 and 476). These rules require full disclosure when a licensee has any business association or financial interest that may influence his or her judgment in connection with the performance of professional services and when a licensee provides professional services for two or more clients on a project or related project.

Based upon the guidance of State and Federal laws, codes, regulations and policies, the following approach to conflict of interest will apply:

- a) Firms will NOT be allowed to participate as a Proposer or to join a Proposer team if, including:
 - i. The firm is the ICTC's general engineering consultant (GEC) to the design-build program. Subconsultants to the GEC that have not yet performed Work on the Contract to provide services for the design-build program may participate as a Proposer or join a Proposer team.
 - ii. The firm has assisted ICTC in managing or assisting in the management of this Project, including the preparation of RFP language or evaluation criteria.
 - iii. The firm has conducted preliminary design services for the Project such as geometric layouts, bridge-type selection, preliminary bridge design, or preliminary drainage design.
 - iv. The firm performed design work related to the Project for other stakeholders.
 - v. The firm has performed work on a previous contract that specifically excludes them from participating as a Proposer or joining a Proposer team.
 - vi. The firm is under contract with any other entity or stakeholder to perform oversight on the Project after letting.
 - vii. The firm has obtained any advice from, or discussed any aspect relating to the Project or procurement of the Project with any person or entity with an organizational conflict of interest, including the Consultants of any entity who have provided technical support on the Project or design-build program.
- b) Firms who may have potential conflicts of interest in relation to the design-build program or Project and wish to participate as a Proposer or join a Proposer team shall:
 - i. Conform to federal and State conflict of interest rules and regulations.
 - ii. Disclose all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Proposer's proposed consultants, and Subconsultants and or Subcontractors and their respective chief executives, directors, and Key Personnel) which may result, or could be viewed as an organizational conflict of interest in connection with any design-build procurement, including present or planned contractual or employment relationships with any current employee of ICTC.
 - iii. Disclose in the response documents to a design-build RFQ and RFP, all of the Work performed in relation to the design-build program and Project.
 - iv. Provide all records of such work performed for ICTC so that all information can be evaluated and made available to all potential Proposer teams, if necessary.

- v. Ensure that the Consultant's contract with any related entity to perform services related to the Project or program has expired or has been terminated.
- vi. In cases where Consultants on different Consultant teams belong to the same parent company, each Consultant describe how the Subconsultants and or Subcontractors shall avoid conflicts through the qualification bid phases of the Project.

Upon review of the information provided above, ICTC will determine, in its sole discretion, if the consultant has obtained an unfair competitive advantage.

For other potential conflicts of interest not mentioned above, (e.g., employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest) Consultants shall disclose and address any conflicts of interest or potential conflicts of interest when participating as a prime or joining a Proposer team. ICTC will then determine if a conflict of interest exists.

The successful Proposer or firms affiliated with this Proposer are prohibited from competing on any agreement to provide construction inspection services for the Project. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise. Except for Subconsultants whose services are limited to providing surveying or material testing information, no Subconsultants who provided design services in connection with the Project shall be eligible to compete for any agreement to provide construction inspection services for the Project.

Notes – The forgoing is provided by way of example and shall not constitute a limitation on the disclosure obligations.

Unless otherwise stated, "Proposers" shall mean prime consultant or prime contractor and Subconsultants and Subcontractors performing services for the prime.

CONFLICT OF INTEREST CHECKLIST INSTRUCTIONS AND DISCLOSURE CERTIFICATION

1. **Purpose of the checklist:** A conflict of interest checklist will be provided to and is to be used by all Proposers to assist in screening for potential organizational conflicts of interest. The checklist is for the internal use of the Proposers and does not need to be submitted to ICTC.
2. **Definition of “Proposer”:** As used herein, the word “Proposer” includes both the prime contractor and all proposed Subcontractors/Subconsultants.
3. **Checklist is not Exclusive:** Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a Proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict shall still be disclosed.
4. **Use of the Disclosure Certification:** After review of the checklist, the Proposers must complete the Disclosure of Potential Conflict of Interest Certification and submit it along with the Proposer’s Proposal. If the Proposer determines a potential conflict of interest exists, the Proposer shall disclose the potential conflict of interest to ICTC; however, such a disclosure will not necessarily disqualify a Proposer from being awarded the Contract. To avoid any unfair taint of the selection process, the disclosure certification will be provided separate from the bound Proposal, and it will not be provided to the Evaluation Team. The ICTC’s contract management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Proposer may be awarded the Contract notwithstanding the potential conflict. The ICTC’s contract management personnel may consult with its Legal Counsel. Resolution of the conflict of interest issues is ultimately at the sole discretion of ICTC.
5. **Material Representation:** The Proposer is required to submit the attached disclosure certification either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to mitigate such conflicts. The Proposer is also responsible to update conflict information if such information changes after the submission of the Proposal. Information provided on this certification will constitute a material representation as to the award of this Contract. ICTC reserves the right to cancel or amend the resulting Contract if the successful Proposer failed to disclose a potential conflict, which it knew or should have known about, or if the Proposer provided information on the disclosure certification that is false or misleading.
6. **Approach to Reviewing Potential Conflicts:** ICTC recognizes that the Proposers must maintain business relations with other public and private sector entities in order to continue as viable businesses. ICTC will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not the intent of ICTC to disqualify Proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the Proposer’s ability to provide objective advice to ICTC. ICTC will seek to disqualify Proposers only in those cases where a potential conflict cannot be adequately mitigated.
7. **Additional Guidance for Professionals:** Licensed by the California Board for Professional Engineers and Land Surveyors. The California Board for Professional Engineers and Land Surveyors provide additional guidance and has established conflict of interest rules applicable to those professionals licensed by the Board (see Board Rules 475 and 476). These rules require full disclosure when a licensee has any business association or financial interest that may influence his or her judgment in connection with the performance of professional services and when a licensee provides professional services for two or more clients on a project or related project.

CONFLICT OF INTEREST CHECKLIST

An organizational conflict of interest may exist in any of the following cases:

- The Proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, or other deliverable required by this Contract.
- The Proposer is providing services to another governmental or private entity and the Proposer knows or has reason to believe, that the entity's interest are, or may be, adverse to ICTC's interest with respect to the specific Project covered by this Contract. **Comment:** The mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriated to propose on an adjacent ICTC project if another entity has also retained the Proposer for the purposes of persuading ICTC to stop or alter the project plans.
- The Proposer is providing design services to a private entity, including developers, whom the Proposer knows or has good reason to believe, own or are planning to purchase property affected by the Project covered by this Contract, when the value or potential uses of such property may be affected by the Proposer's performance of Work pursuant to this Contract. "Property affected by the Project" includes property that is in, adjacent to, or in reasonable proximity to the current or potential right-of-way for a project. The value or potential uses of the private entity's property may be affected by the Proposer's Work pursuant to the Contract when such Work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** This provision does not presume Proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the Proposer has a reason to believe that its performance of Work under this Contract may materially affect the value or viability of a project it is performing for the other entity.
- The Proposer has a business arrangement with a ICTC employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the Proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former ICTC employees, or their immediate family members. **Comment:** This provision is not intended to supersede any statutes or policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a Proposer may have unfair access to "inside" information.
- The Proposer has, in previous work for any Transportation Entity, provided design services and such professional services that potentially provides the Proposer with an unfair advantage in preparing a Proposal for this Project. **Comment:** This provision will not, for example, necessarily disqualify a Proposer who provided surveying or material testing services for this Project; however, such work shall be disclosed, and all work products shall be provided.
- The Proposer has, in previous work for ICTC, been given access to "data" relevant to this procurement or this Project that is classified as "private" or "nonpublic" under the California Public Records Act (see GC 6250-6270), and such data potentially provides the Proposer with an unfair advantage in preparing a Proposal for this Project. **Comment:** This provision is intended to avoid a situation where a Proposer has been provided information that cannot be provided to other Proposers.
- The Proposer has, in previous work for ICTC, managed or assisted in the management of the ICTC's design-build program, performing such work as: helping to create the ground rules for this solicitation, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- The Proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to ICTC.

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST
CERTIFICATION**

Applicant Firm _____

Having had the opportunity to review Organizational Conflict of Interest Checklist, the Proposer hereby indicates that it has, to the best of its knowledge and belief:

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

Describe nature of the potential conflict(s):

Describe measures proposed to mitigate the potential conflict(s):

Signature and Title

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with ICTC contract personnel.

Name and Title

Phone

e-mail

APPENDIX E: PREQUALIFICATION QUESTIONNAIRE

**INSTRUCTIONS FOR COMPLETING THE PREQUALIFICATION
QUESTIONNAIRE**

ICTC CONTRACT NO. 20-101

11-IMP-007-PM0.0

Project ID 1118000265

Federal Aid Project BUILD L-6471 (017)

Name of Applicant: _____

Date Submitted: _____

Preparer's Name: _____

1. The Prequalification Questionnaire (Questionnaire) shall be completed by a person in the firm who is knowledgeable of and duly authorized to attest to the past and present operations of the firm and its policies. A corporate officer of the firm, owner or partner, as appropriate, shall sign the Prequalification Certification. This page shall be completed and included with the Questionnaire.
2. All questions shall be answered completely and any "Yes" answers shall be fully explained. Disclaimers, general statements with global qualifications, or notations of Not Applicable (N/A) are not acceptable. If "Yes" to any question in this Questionnaire, Applicant shall provide details, including a brief summary of causes of action; indicate if Applicant, Key Person, or Affiliate firms were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. Please note that a "Yes" answer to any question does not automatically result in denial of prequalification for a particular procurement. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required.
3. Applicant is defined as each Major Participant to the RFQ for this Project. If the Proposer is not yet a legal entity, each Major Participant and joint venture member shall complete the Questionnaire.
4. For purposes of prequalification a Key Person is:
 - a) Any person in Applicant firm who owns 10 percent or more of the firm or those who make decisions with respect to its operations, finances, or policies, such as the President, CEO, CFO, COO, Corporate Secretaries, Treasurers, Directors and, in the case of partnerships, the General Partners.
 - b) Division or Regional Business Managers who operate away and independently from the Applicant firm, but only if the division or regional office is the Proposer.
5. See Section 4.0, "SOQ Submittal Requirements," of the RFQ for the Questionnaire submittal requirements.
6. ICTC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Applicant shall provide to ICTC if awarded a Contract.

PREQUALIFICATION QUESTIONNAIRE

SECTION I: IDENTIFICATION

Identification of Applicant

Name of Applicant

Address

City

State

Zip Code

(Mailing Address, if different from above)

Tax ID or SSN: _____

(If doing business under a DBA or other name, include legal name of the company and Tax ID No., if different)

Primary Company Telephone Number: (____) ____ - ____

Fax Number: (____) ____ - ____, if applicable

Applicant's Contact Person (see RFQ):

Print or Type Name

Position

e-mail

Telephone Number

Has the Applicant changed its address or has the firm or its owner operated under any other names, including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper.

No Yes

Type of business organization:

Year organization established: _____

Number of current employees: _____

Sole Proprietor Corporation:

Date and State of Incorporation: _____

Limited Partnership (LP), Limited Liability Partnership (LLP), General Partnership (GP):

Date and State of Partnership filing:

Other (describe):

List general type of business in which Applicant is engaged (may include more than one):

SECTION II - OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES

Owners/Key Persons

List Owners and Key Persons of Applicant. For large publicly traded companies, list only Key Persons. If the Owner is a partnership, limited partnership, joint venture, or other association, list all of the partners, general partners, or association members known at the time of submission of the SOQ who will participate in the Contract.

Full Legal Name	Title	Ownership Percentage %

[Use additional sheets if necessary]

Related Entities (Affiliates/Subsidiaries/Joint Ventures)

List Affiliates, subsidiaries, holding companies, joint ventures, etc., of Applicant. If no Affiliates, state NONE. N/A is not an acceptable answer. Provide organizational, geographical, or functional chart, if it will assist in clarifying the lines of authority.

Affiliate Name & Address	Tel. #	% Owned	Top Executive's Name	*Type of Relation

*Type of Relationship: 1. Joint Venture (JV), 2. Parent Co (PC), 3. Holding Co (HC), 4. Subsidiary (S), 5. Other (O), please explain.

SECTION II: OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES			
	QUESTION	NO	YES
	At any time during the past five (5) years have any Owners or Key Persons of Applicant (if yes, explain fully):		
	Served as Key Person, Officer or Director, in any other firm not affiliated with Applicant? If so, please explain in a separate sheet.		
	Had any ownership interest in any other firm other than shares of publicly owned companies? If so, please explain in a separate sheet.		

SECTION III - CONTRACTING HISTORY

List the Applicant’s three (3) largest government contracts or subcontracts. If none, list the three (3) largest contracts with non-governmental entities.

	Contract #1	Contract #2	Contract #3
Agency/Owner			
Contract No.			
Name/Location			
Describe project			
Were you a Prime or Subcontractor?			
Start Date/Complete Date			
Contract Amount			
Agency/Owner Contact to Verify (Name/Telephone No.)			

Any “Yes” answers to questions in Sections III, IV, V, VI or VII below shall be fully explained on a separate sheet of paper and attached to this application.

SECTION III: CONTRACTING HISTORY			
	QUESTION	NO	YES
	Is the Applicant currently certified as a Disadvantaged Business Entity?		
	Is the Applicant currently certified as a CA Small Business?		

SECTION III: CONTRACTING HISTORY			
	QUESTION	NO	YES
	Is the Applicant or any of its Affiliates, Key Persons or any other known Subcontractors that Applicant intends to use on the Project ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code §§ 1777.1 or 1777.7?		
	During the past five (5) years, has Applicant or any of its Key Persons had any certificates or certifications revoked or suspended, including Disadvantaged Business Certifications?		
	In the past five years has the Applicant or any Affiliate been suspended, debarred, disqualified, or otherwise declared ineligible to bid?		
	In the past five (5) years has the Applicant or any Affiliate failed to complete a contract?		
	In the past five (5) years has the Applicant or any Affiliate been denied a low-bid contract in spite of being the responsive low bidder?		
	In the past five (5) years has the Applicant or any Affiliate had a contract terminated for any reason, including default?		
	In the past five (5) years has the Applicant or any Affiliate had liquidated damages assessed against it during or after completion of a contract?		
SECTION IV: CIVIL ACTION			
	<p>Violations of Civil Law:</p> <p>In the past five (5) years has Applicant, any of its Key Persons, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?</p>		
	<p>Lawsuits with Public Agencies:</p> <p>At the present time is, or during the past five (5) years has the Applicant, any of its Key Persons, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services provided to a public agency?</p>		
	<p>Bankruptcy:</p> <p>During the past five (5) years, has the Applicant or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?</p>		
	<p>Judgments, Liens and Claims:</p> <p>During the past five (5) years, has the Applicant been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?</p>		

SECTION III: CONTRACTING HISTORY			
	QUESTION	NO	YES
	Tax Liens: During the past five (5) years, has the Applicant been the subject of a tax lien by federal, state or any other tax authority?		
SECTION V: COMPLIANCE WITH LAWS AND OTHER REGULATIONS			
<i>Criminal</i>	In the past five (5) years has the Applicant, any of its principals, officers, or Affiliates been convicted or currently charged with any of the following:		
	Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?		
	Federal or state antitrust statutes, including price fixing collusion and bid rigging?		
	Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?		
	Misrepresenting minority or Disadvantaged Business Entity status with regard to itself or one of its subconsultants and/or subcontractors?		
	Non-compliance with the prevailing wage requirements of California or similar laws of any other state?		
	Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?		
	Falsification, concealment, withholding or destruction of records relating to a public agreement or transaction?		
	Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?		
	Do any Key Persons employed with the Applicant have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant?		
<i>Regulatory Compliance</i>	In the past five (5) years, has Applicant, any of its Key Persons, or Affiliates:		
	Been cited for a violation of any labor law or regulation, including, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?		

SECTION III: CONTRACTING HISTORY			
	QUESTION	NO	YES
	Been cited for a violation of federal, state or local environmental laws or regulations?		
	Been cited for an OSHA or Cal/OSHA "serious violation"?		
	Failed to comply with California corporate registration, federal, state or local licensing requirements?		
	Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of California, in the last three (3) years?		
SECTION VI: ETHICS POLITICAL, CHARITABLE, AND OTHER CONTRIBUTIONS			
Political, Charitable, and Other Contributions	Has the Applicant, any of its Key Persons, or Affiliates ever, regardless of amount? IF YES TO ANY OF THE BELOW, SUBMIT LIST OF CONTRIBUTIONS AND FULL DETAILS		
	Given (directly or indirectly), or offered to give on behalf of another or through another person, money, contributions (including political contributions), or other benefits, to any current State Official?		
	Given or offered to give on behalf of another, money, contributions, or other benefits, directly or indirectly, to any current or former State employee?		
	Been directed by any State employee, State official, or contractor to offer or give money, contributions or other benefits, directly or indirectly, to any current or former State employee or official?		
	Directed any person, including employees or subconsultants or subcontractors, to give money, contributions or other benefits, directly or indirectly, to any current or former State employee or official, or to someone else in order to benefit a State employee or official?		
	Been solicited by any State employee or official to make a contribution to any charitable nonprofit organization?		

SECTION III: CONTRACTING HISTORY			
	QUESTION	NO	YES
SECTION VII: STATUTORY COMPLIANCE			
	<p>Has the Applicant, any of its Key Persons, subsidiaries or Affiliates ever been an “expatriate corporation” as that term is defined in Public Contract Code (PCC) §10286.1(b)?</p> <p>IF YES, provide the date such “expatriate corporation” was established: _____</p> <p>If YES, does the entity meet the requirements of PCC §10286.1(b)(2)(A) or (B)?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes, the entity meets the requirements of PCC §10286.1(b)(2)(A); OR</p> <p><input type="checkbox"/> Yes, the entity meets the requirements of PCC §10286.1(b)(2)(B).</p>		
	<p>Has the Applicant, any of its Key Persons, Affiliates, officers, or any employee who has a proprietary interest in the Applicant ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?</p>		
	<p>Has there been a settlement against any member of the Applicant for any serious or willful violation of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)?</p>		
	<p>Has any member of the Applicant been debarred, disqualified, or removed from a federal, state, or local government public works project?</p>		
	<p>Has there been any instance where the Applicant, or its owners, officers, or managing employees submitted a bid on a public works project and were found to be non-responsive or were found by an awarding body not to be a responsible bidder?</p>		
	<p>Has there been any instance where the Applicant, or its owners, officers, or managing employees defaulted on a construction contract?</p>		
	<p>Has there been any violations of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, including alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act (FICA) withholding requirements settled against any member of the Applicant?</p>		
	<p>Has there been any bankruptcy or receivership of any member of the Applicant, including information concerning any work completed by a surety?</p>		

SECTION III: CONTRACTING HISTORY			
	QUESTION	NO	YES
	Provide a list of contract disputes greater than \$50,000 on public works projects over the last five years that have been resolved or are in the process of being resolved through alternative dispute resolution (e.g., dispute review board), mediation, arbitration or litigation. Please include project owner, short project description, bid price, disputed amount, results of any resolved disputes and status of unresolved disputes.		
	Has any work been completed by a surety during the last five (5) years?		

SECTION VIII: ADDITIONAL DOCUMENTATION REQUIRED

Copies of all the following documents requested are to be submitted with this Questionnaire:

- a) Applicant’s Current Local Business Licenses, if required by city, county, or state.
- b) Applicant’s Financial Statements (see specific requirements below):
 - i. PUBLICLY TRADED COMPANIES: Financial information will be retrieved on-line. If additional information is needed, it will be specifically requested from the firm.
 - ii. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three (3) years.
 - iii. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, shall certify these financial statements.
 - iv. SOLE PROPRIETORSHIPS: If financial statements are not generated, please complete and sign the Financial Statement form, attached. Submit one (1) form for each of the most recent three (3) years.

SECTION IX: FINANCIAL STATEMENT

To be completed by Applicants who are Sole Proprietorships and do not produce company-generated financial statements (balance sheet, statement of earnings and retained income). Complete one (1) sheet for each of the most recent three years.

ASSETS

Cash on Hand and in Banks	\$ _____
Account and Notes Receivable	\$ _____
Fixed Assets (net of depreciation)	\$ _____
Other Assets	\$ _____
Total Assets	\$ _____

LIABILITIES

Accounts Payable	\$ _____
Notes Payable to Banks in next twelve (12) months	\$ _____
Notes Payable to Others	\$ _____
Taxes Payable	\$ _____
Long Term Liabilities (More than twelve [12] months)	\$ _____
Other Liabilities	\$ _____
Total Liabilities	\$ _____
Net Worth	\$ _____

INCOME FROM OPERATIONS

Revenue	\$ _____
Interest from Bank Accounts	\$ _____
Cost of Goods Sold (if appropriate)	\$ _____
Gross Profit	\$ _____
General and Administrative Expenses	\$ _____
Depreciation	\$ _____
Interest Paid	\$ _____
Net Gain or Loss	\$ _____

This information is provided for prequalification purposes only. It is considered a confidential document not subject to public disclosure under California law.

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of prequalification and possible debarment for a period of five (5) years.

Signature of Owner or Officer

Date Signed

Company Name

For the Year Ended

Federal ID #

PREQUALIFICATION CERTIFICATION

A COPY OF THIS CERTIFICATION SHALL BE COMPLETED AND SIGNED BY A GENERAL PARTNER, OWNER, PRINCIPAL OR CORPORATE OFFICER AUTHORIZED TO LEGALLY COMMIT THE APPLICANT FIRM AND SUBMITTED WITH THE QUESTIONNAIRE.

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose to allow the Applicant to participate in this Project as the Design-Builder, Subcontractor, vendor, supplier, or consultant. The signer has read and understands the requirements of the program and has read and understands the instructions for completing this form.

DECLARATION

State of: _____

County of: _____

I, (printed name) _____, being first duly sworn, state that I am the (title) _____ of Applicant firm. I certify that I have read and understood the questions contained in the attached Questionnaire, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Questionnaire is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements on the Questionnaire will result in denial of prequalification.

I authorize ICTC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by ICTC.

Signature of Certifying Individual

Date Signed

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

County of _____)

On _____ before me, (here insert name and title of officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal:

Notary Public Signature

Notary Public Seal

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Imperial County Transportation Commission (ICTC) at (760) 592-4994, or write to ICTC, 1503 North Imperial Avenue, Suite 104, El Centro, CA 92243.

NOTICE TO APPLICANTS

A materially false statement, omission or fraudulent inducement made in connection with this prequalification questionnaire is sufficient cause for denial of the questionnaire. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: Applicant information submitted to ICTC in connection with prequalification is not considered a public record under the California Public Records Act, as described in Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code and shall not be open to public inspection. All such applicant information is confidential business information and will be afforded protection to the fullest extent permitted by law.

APPENDIX F: CRITERIA WEIGHTING FORM

Section	Requirement	Score
3.5	<u>Proposer Experience and Past Performance</u>	
3.5.1(a)	Experience in managing, designing, and constructing projects of the size and complexity of this Project. (maximum 15 pts.)	
3.5.1(b)	Experience in designing and constructing highway improvements and bridge widenings in secure and community areas, managing the maintenance of traffic, roadway design and construction, bridge design and construction, environmental permitting, maintaining site security during design and construction, and implementing community and stakeholder relations and outreach programs of projects of the size and complexity of this Project. (maximum 15 pts.)	
3.5.1(c)	The ability to effectively manage all aspects of the Contract in a quality, timely, and effective manner and integrate the different parts of its organization with ICTC and in a cohesive and seamless manner. (maximum 5 pts.)	
3.5.1(d)	A design firm that has completed contracts for design of transportation facilities comparable to the Project. (maximum 10 pts.)	
3.5.1 (e)	Experience with working with multiple governmental agencies such as ICTC, Caltrans, CBP, IID, and GSA and understanding their various Project roles. (maximum 5 pts.)	
3.6	<u>Proposer's Organization and Key Personnel</u>	
3.6 (a)	Efficient and concise organization chart indicating clear lines of responsibility and communication between the Proposer's management, quality control, and design and construction delivery teams. (maximum 5 pts.)	
3.6.1 (a)	Qualifications of the proposed Project Manager. (maximum 20 pts.)	
3.6.1 (b)	Qualifications of the proposed Quality Manager. (maximum 15 pts.)	
3.6.1 (c)	Qualifications of the proposed Design Manager. (maximum 15 pts.)	
3.6.1 (d)	Qualifications of the proposed Construction Manager. (maximum 10 pts.)	
3.6.1 (e)	Qualifications of the proposed Design Lead Engineer – Roadway (Engineer of Record). (maximum 10 pts.)	
3.6.1 (f)	Qualifications of the proposed Design Lead Engineer – Structures (Engineer of Record). (maximum 20 pts.)	
3.6.1 (g)	Qualifications of the proposed Geotechnical Engineer. (maximum 5 pts.)	
Total Score for Proposer Organization and Key Personnel and Proposer Experience and Past Performance (Total score for these categories cannot exceed 150)		

Section	Requirement	Score
3.7	<u>Project Understanding and Approach</u>	
3.7.1 (a)	Identification of Project elements, Project’s local and regional significance, and the relationships of the Project elements and constraints and their effect on the Project Schedule. (maximum 10 pts.)	
3.7.1 (b)	Proposed methodology for integrating the design-build entity and associated Key Personnel into an efficient and effective organization in cooperation with the ICTC’s Project team and approach reflects an understanding of design-build methodology for transportation projects. (maximum 10 pts.)	
3.7.1 (c)	Proposer’s organization and approach align with and support the design-build process to ensure a successful Project, considering ICTC’s Project goals listed in <u>Section 1.4</u> and a feasible approach to achieving the planned schedule. (maximum 10 pts.)	
3.7.1 (d)	That the Proposer has carefully considered anticipated top priority construction, design, traffic management, Right of Way, site security, environmental, and stakeholder risks of the Project in terms of Project constraints and lays out feasible proposed solutions or mitigation measures to identified risks. (maximum 5 pts.)	
3.7.1 (e)	That the Proposer has addressed its plan and approach to complying with the GSA requirements listed in <u>Section 3.7</u> of this RFQ. (maximum 5 pts.)	
3.7.1 (f)	An approach to ensure availability of skilled labor for the Project, providing the necessary security clearance requirements for site Work. (maximum 5 pts.)	
3.8	<u>Quality Management Program</u>	
3.8.1 (a)	Ensuring quality during both design and construction. (maximum 5 pts.)	
3.8.1 (b)	Coordination between ICTC and the Design-Builder organization and with other agencies. (maximum 5 pts.)	
3.8.1 (c)	Coordination of quality efforts with other agencies, including Caltrans, IID, and USBR. (maximum 5 pts.)	
Total Score for Project Understanding and Approach and Quality Management Program (Total score for these categories cannot exceed 60)		