



Imperial County Local Transportation Authority

1503 N. Imperial Ave., Suite 104, El Centro, CA, 92243
Phone: 760-592-4494 | Fax: 760-592-4410

AGENDA

WEDNESDAY, DECEMBER 16, 2020
6:00 PM or immediately after the ICTC meeting

REMOTE PARTICIPATION ONLY

CHAIRPERSON: GEORGE NAVA

EXECUTIVE DIRECTOR: MARK BAZA

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: Join Zoom Meeting
<https://zoom.us/j/98217806562?pwd=UVRqTTFOVEhiMzZpTmgzRldyblNJdz09>

To participate by phone:
1 (669) 900-9128
Meeting ID: 982 1780 6562#
Passcode: 964585#

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: <https://www.ltaimperial.com/authority-governance/board-of-directors/agendas-and-minutes>

If any member of the public wishes to address the Authority, please submit written comments by 5 p.m. on Tuesday, December 15, 2020. Comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Authority. The Authority 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

A. Approval of LTA Board Draft Minutes September 23, 2020

Page 4

V. REPORTS

- A. LTA Executive Director Report Page 7

VI. ACTION CALENDAR

- A. State Route 86 U.S. Border Patrol Checkpoint Improvement Project – Consultant Agreement, Modification #1 Page 9

The ICTC Management Committee met on December 9, 2020 and forwarded to the Authority for their review and approval, after the receipt of public comment, if any:

1. Approve the change order under the amended scope of services of the Consultant Agreement, Modification #1 for the State Route 86 U.S. Border Patrol Checkpoint to AECOM Technical Services, Inc. in the amount of \$185,000.
2. Authorize the Chairperson to sign the consultant agreement, modification #1.

VII. ADJOURNMENT

- A. Motion to Adjourn

IV. CONSENT CALENDAR

- A. APPROVAL OF LTA BOARD DRAFT
MINUTES FOR SEPTEMBER 23, 2020



Imperial County Local Transportation Authority

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**MINUTES FOR
SEPTEMBER 23, 2020**

VOTING MEMBERS PRESENT:

City of Brawley	George Nava – Chairman via zoom
City of Calipatria	Maria Nava-Froelich via zoom
City of Calexico	Bill Hodge
City of El Centro	Cheryl Viegas-Walker
City of Imperial	Robert Amparano via zoom
City of Westmorland	Larry Ritchie via zoom
County of Imperial	Luis Plancarte via zoom
County of Imperial	Ryan Kelley via zoom

STAFF PRESENT: Mark Baza, David Aguirre, Cristi Lerma, Virginia Mendoza, Daveline Villaseñor, Layla Sarwari via zoom (Counsel)

OTHERS PRESENT: All via zoom – David Salgado: SCAG; Ann Fox, Jose Ornelas: Caltrans; Cesar Sanchez: First Transit; Tyler Salcido: City of Brawley.

I. CALL TO ORDER AND ROLL CALL

Meeting was called to order by Chair Nava at 7:38 p.m. and roll call was taken.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT CALENDAR

A motion was made by [Hodge](#) and seconded by [Viegas-Walker](#) 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	Absent
City of Imperial	Yes
County of Imperial Plancarte	Yes
County of Imperial Kelley	Absent
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Passed.

V. REPORTS

- A. The Executive Director Report was on page 7 of the agenda. There were no questions.

VI. INFORMATION CALENDAR

- A. LTA 2012 Refunding Opportunity Update
Ms. Vargas updated the board regarding the current refunding of the 2012 bond effort.

VII. ACTION CALENDAR

- A. Fund Request to the Local Transportation Authority (LTA) – State Route 98 from Ollie Avenue and Rockwood Avenue

Mr. Baza stated that as a part of the Calexico West Port of Entry (POE) Expansion project, SR-98 and Cesar Chavez Boulevard were widened and improved to serve the expansion to the west. Caltrans completed construction on SR-98 between VV Williams and Ollie Avenue in March 2018, and the City of Calexico completed the Cesar Chavez Blvd. widening was 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, the California Transportation Commission (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 local contribution of \$200,000. The remaining \$1.5 million shortfall would be covered by other state and federal funds.

Therefore, the ICTC Management Committee met on September 9, 2020 and forwarded this item to the LTA Board for their review and approval after public comment, if any:

1. Approved the allocation for funding needed in the amount of \$200,000 as a local match for the SR-98 Widening Project from Ollie and Rockwood Avenues, from the LTA 5% Regional Highway Set-Aside from the Measure D allocations
2. Authorized the Executive Director to execute the necessary agreements between Caltrans and the Imperial County Transportation Commission.

A motion was made by [Nava-Froelich](#) and seconded by [Viegas-Walker](#) followed by 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	Absent
City of Imperial	Yes
County of Imperial Plancarte	Yes
County of Imperial Kelley	Absent
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion passed.

VIII. ADJOURNMENT

- A. Meeting Adjourned at 7:58 p.m.

V. REPORTS

A. LTA EXECUTIVE DIRECTOR REPORT



Imperial County Local Transportation Authority

1503 N. Imperial Ave., Suite 104, El Centro, CA, 92243
Phone: 760-592-4494 | Fax: 760-592-4410

Memorandum

Date: December 10, 2020
To: Local Transportation Authority
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the LTA meeting of December 16, 2020.

1. 2012 LTA Bond Projects: The following lists the remaining funds for the LTA 2012 Bonds.
 - a. The City of Brawley will be using their remaining bond proceeds for the Legion Road project. Staff has indicated that a final 2012 Bond request will be submitted in December 2020. The City of Brawley bond request will exhaust all 2012 bond proceeds.

2012 Original Bond Funds	
Brawley	\$8,155,000
Calexico	\$15,410,000
Calipatria	\$2,305,000
Imperial	\$6,170,000
County	\$21,935,000

Remaining Bond Funds*		% Spent
Brawley	\$314,686	96%
Calexico	\$0	100%
Calipatria	\$0	100%
Imperial	\$0	100%
County	\$0	100%

*Remaining Project Bond funds as of Bank Statements dated 10-31-20

2. 2018 LTA Bond Projects: The following lists the remaining funds for the LTA 2018 Bond.

2018 Original Bond Funds	
Calexico	\$12,375,000
Calipatria	\$1,450,000
Holtville	\$2,940,000

Remaining Bond Funds*		% Spent
Calexico	\$7,765,970	37%
Calipatria	\$351,091	76%
Holtville	\$0	100%

*Remaining Project Bond funds as of Bank Statements dated 10-31-20

3. 2020 Bond Refunding – in process
Participating agencies: Cities of Brawley, Calexico, Calipatria, Imperial, County of Imperial
- Estimated Annual Cashflow Savings:
 - City of Brawley \$467,070
 - City of Calexico \$341,477
 - City of Calipatria \$124,687
 - City of Imperial \$349,473
 - County of Imperial \$532,362
 - Total: \$ 1,815,068

VI. ACTION CALENDAR

- A. State Route 86 U.S. Border Patrol Checkpoint Improvement Project – Consultant Agreement, Modification #1
 - 1. Approve the change order under the amended scope of services of the Consultant Agreement, Modification #1 for the State Route 86 U.S. Border Patrol Checkpoint to AECOM Technical Services, Inc. in the amount of \$185,000.
 - 2. Authorize the Chairperson to sign the consultant agreement, modification #1.



Imperial County Local Transportation Authority

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December 11, 2020

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

SUBJECT: State Route 86 U.S. Border Patrol Checkpoint Improvement Project – Consultant Agreement, Modification #1

Dear Members of the Authority:

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.

On February 23, 2018, a consultant agreement with AECOM Technical Services, Inc. was approved for \$319,000 by the Local Transportation Authority (LTA) for the improvement project, after identifying it as a regional priority by the LTA. After completing preliminary engineering design for the original proposed concept, the construction cost estimates were well beyond the \$1.3 million committed and Border Patrol was unable to acquire the additional funds needed from the federal budget to fill the shortfall.

In October 2020, Border Patrol and ICTC/LTA agreed to a reduced project scope that would add a new lane to the existing primary inspection lane and canopy, and related safety improvements. As requested, a change order was submitted by the consultant on November 18, 2020. The change order will complete a required traffic study, complete the revised design and engineering support services for a total increase of \$185,000. This is specified in the attached Change Order Number 1, Scope of Services. At this time, it is not anticipated that this change will affect the overall cost of the project or the remaining \$800,000 estimated to be available for construction.

The ICTC Management Committee met on December 9, 2020 and forwards this action onto the Authority for your review and approval, after the receipt of public comment, if any:

1. Approve the change order under the amended scope of services of the Consultant Agreement, Modification #1 for the State Route 86 U.S. Border Patrol Checkpoint to AECOM Technical Services, Inc. in the amount of \$185,000.
2. Authorize the Chairperson to sign the consultant agreement, modification #1.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Baza". The signature is fluid and cursive, with the first name "Mark" and last name "Baza" clearly distinguishable.

MARK BAZA
Executive Director

Attachment

MB//cl

1 **FIRST AMENDMENT TO AGREEMENT FOR SERVICES**

2 **AECOM**

3 THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES ("Amendment"), made and
4 entered into effective _____, 2020, is by and between the **IMPERIAL COUNTY**
5 **LOCAL TRANSPORTATION AUTHORITY** ("LTA") and **AECOM Technical Services, Inc.**, a
6 California corporation ("CONSULTANT") (individually, "Party;" collectively, "Parties").

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

8 **WHEREAS**, LTA and CONSULTANT entered into that certain Agreement for Services on February
9 28, 2018 ("Agreement"), through Minute Order No. 6A, incorporated by this reference as though fully set
10 forth herein; and

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

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

15 **WHEREAS**, Section 22 of the Agreement provides that no modification, waiver, amendment,
16 discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both
17 parties.

18 **NOW, THEREFORE**, in consideration of their mutual covenants, LTA and CONSULTANT have
19 and hereby agree to the following:

20 1. A paragraph 1.2 shall be supplemented to read as follows:

21 "1.2. A new 2020 scope of services ('2020 SOS') shall mean CONSULTANT's proposal
22 entitled 'Change Order Number 1, Scope of Services, Imperial County Transportation
23 Commission, State Route 86 U.S. Border Patrol Checkpoint,' dated November 18, 2020.
24 The 2020 SOS is attached as **Exhibit 'C'** and incorporated herein by this reference."

25 2. A paragraph 6.2 shall be supplemented to read as follows:

26 "6.2. The total compensation payable under this Agreement for the additional work
27 described in the 2020 SOS shall not exceed **one hundred eighty five thousand dollars**
28 **(\$185,000)**, unless otherwise previously agreed to by LTA."

3. Paragraph 9.1 of the Agreement shall be amended to read as follows:

“TERM AND TIME FOR COMPLETION OF THE WORK.”

9.1. The term of this Agreement shall commence on the date first written above and shall remain in effect until the completion of the project unless otherwise terminated as provided herein.”

4. All other terms and conditions of the Agreement are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.

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

**IMPERIAL COUNTY
LOCAL TRANSPORTATION AUTHORITY**

CONSULTANT

By: GEORGE NAVA, Chairperson
Imperial County Transportation Commission

By: SUJAN PUNYAMURTHULA
Senior Vice President

ATTEST:

By: CRISTI LERMA
Secretary to the Authority

APPROVED AS TO FORM:
ADAM G. CROOK
COUNTY COUNSEL

By: Eric Havens
Assistant County Counsel

Change Order Number 1 Scope of Services

Imperial County Transportation Commission

State Route 86 U.S. Border Patrol Checkpoint November 18, 2020

The United States Customs and Border Protection (CBP) currently operates a checkpoint station on State Route 86 (SR 86) near the intersection of State Route 78 (SR 79). The existing facility consists of a covered inspection area located adjacent to the highway, control building, electronic surveillance, and emergency power generation. The Imperial County Transportation Commission (ICTC) in collaboration with CBP intends to improve checkpoint traffic flow as shown on the attached figure. AECOM has completed 65 percent plans, specifications and cost estimates based on initial checkpoint plans. The CBP has determined it is to their advantage to reduce the scope of work for this checkpoint. This document defines those reduced facilities and the cost to revise the existing documents.

DESCRIPTION OF WORK AND SERVICES

TRAFFIC STUDY

The following describe efforts necessary to provide for traffic analysis required as part of the PS&E phase for the project.

The existing border patrol checkpoint location will be improved to accommodate an extra lane in addition to the existing one lane access. The checkpoint is located in the south-east corner of the intersection CA-86 & CA-78. This improvement at the checkpoint may impact operations of this intersection. Hence, Caltrans suggested to analyze this intersection operations for ICE (Intersection Control Evaluation) purpose.

The intersection currently is stop-controlled, and ICE requires evaluating the existing stop-control, and followed by roundabout and signal as needed depending on the acceptable operating conditions. The access control options selected for analysis have to be viable and practical to implement.

Methodology

CA-86 & CA-78 intersection turning movement counts if available, and ADT (24-hour volume) along CA-78 and CA-86 will be obtained from Caltrans. Peak hour for the analysis will be determined from the volume data obtained. Checkpoint counts and average stop time for checks if available will be obtained from the appropriate agency. This data would help better estimate the arrival rates and delays for the intersection. Synchro/Simtraffic model will be used for the intersection analysis. Existing peak hour traffic operations including delays and queue lengths will be summarized and reported.

The project conditions will be then coded in the model and analyzed. Analysis will be performed to see if the delays are not significant and the LOS is under acceptable levels. Any assumptions or improvements

assumed in the build conditions to bring the intersection to acceptable operating levels will be documented and communicated with design team to check the feasibility to incorporate the assumed improvement in the design.

A collision summary for the study intersection if available, will be obtained from Caltrans for the most recent available three-year period. The results will be summarized by collision type and will be used in providing any recommendations for the intersection improvements.

A memo will be prepared summarizing the results and findings of this analysis. A Draft will be submitted to Caltrans for one round of review and written comments. Consultant will review and respond to comments, and then consultant prepares and submits the Final memo.

If the stop-control is identified to be not working for this intersection, roundabout followed by signal will be evaluated.

DESIGN SERVICES

The overall design scope remains the same - prepare construction Plans, Specifications, and construction cost estimate (PS&E) for Improvements to the SR 86 Border Checkpoint facility, located on northbound SR 86, near the intersection of SR 78 in California. The new design will expand the existing inspection station to operate as the primary inspection area instead a new on highway inspection area. The new design will be coordinated through California Department of Transportation (Caltrans) to meet Caltrans requirements for improved exits from the highway and re-entry and merging on the highway after inspection. Secondary inspection will be provided near the exit of the existing checkpoint.

Design documents will include construction drawings, specifications and design analysis for categories such as, but not limited to, civil, architectural, structural, electrical, communications, and security monitoring devices. The revised design will use the existing design work to the extent possible. The revised design analysis report will include structural calculations and traffic plan. AECOM will begin the new design by preparing circulation geometric design to be agreed upon by ICTC, CBP and Caltrans. AECOM will then prepare 65%, 100% (pre-final) and Final design drawings, specifications and cost estimate for review and approval.

AECOM will attend two (2) design review meetings at the 35% and 65% phases. The 100% design review meeting will be conducted via web meeting/conference call.

Plans and Specifications will include the following.

- a. Highway exit and entrance designs per Caltrans standards
- b. Placement of all crash protection measures as per Caltrans standards. Location of crash protection will be coordinated with Caltrans.
- c. Traffic Control Plan to meet Federal Highway Design Uniform Traffic Control Manual and Caltrans Standards for signage and traffic markings for the SR 86 Checkpoint. Provide sign installations and pavement marking details. Customs and Border Protection (CBP) office will provide an inventory of the existing signs to be incorporated into the plan. Signs and striping to be designed in conformance with Manual of Uniform Traffic Control Devices (MUTCD).

- d. Facility drainage plan.
- e. Traffic control plan for traffic on SR 86 and SR 78 during construction. Contractor will also be required to prepare his own traffic control plan that will be reviewed and approved by Caltrans prior to start of construction.

SUBMITTAL SCHEDULE:

Traffic Study - Submit draft traffic study within forty-five (45) calendar days after the Notice-to-Proceed. Agencies shall complete review within twenty-one (21) calendar days and issue comments electronically to the AECOM. AECOM will respond to comments and finalize the study within thirty (30) calendar days. 35% Design - Submit 35% design drawings only within twenty-eight (28) calendar days after acceptance of the traffic study.. Agencies shall complete review within fourteen (14) calendar days and issue comments electronically to the AECOM. Following the review period, the AECOM will organize a meeting at the ICTC offices to review the comments.

65% Design - Submit 65% design and cost estimate within forty-two (42) calendar days after the 35% design review meeting. Agencies shall complete review within twenty-one (21) calendar days and issue comments electronically to the AECOM. Following the review period, the AECOM will organize a meeting at the ICTC offices to review the comments.

100% (Pre-Final) Design - Submit 100% (Pre-Final) design and cost estimate within thirtyfive (35) calendar days after the 65% design review meeting. Agencies shall complete review within twenty-one (21) calendar days and issue comments electronically to the AECOM. Following the review period, the A-E shall organize a meeting via tele- conference/web meeting to review the comments.

Final Design - Submit final P&S and cost estimate within twenty-one (21) calendar days after the 100% (pre-final) design review meeting.

OVERALL PERIOD OF PERFORMANCE:

All design phase services shall be completed within *one-hundred-eighty-two (182)* calendar days after approval of this Change Order.

DESIGN PHASE DELIVERABLES

AECOM will provide the following copies at each deliverable as noted:

DELIVERABLE	PLANS	SPECIFICATIONS	DESIGN REPORT	COST ESTIMATE	ELECTRONIC CD
35%	23	0	0	0	9
65%	23	19	19	14	9
100% (Pre-final)	23	19	19	14	9
Final	19	15	15	16	9

DESIGN ASSUMPTIONS

The following design assumptions apply to this Change Order:

1. One AECOM engineer will attend each of the two proposed design review meetings.

2. This proposal is based on receiving complete, comprehensive comments from reviewing agencies. Once comments are received and resolved, AECOM will rely upon those decisions to complete the work. Revisions and changes to comments and reviewing agency direction, as a result of differing opinions from the same agency, may result in extra work and additional costs.
3. Geotechnical investigation not a part of this proposal. Information for foundation and pavement design will be based on previous Caltrans investigations.
4. The existing covered inspection canopy will function as the primary inspection. No improvements to this canopy will be required.
5. No utility improvements will be included except to extend or remove utilities beneath new paved areas.
6. No lighting, communications, monitoring cameras or license plate reader improvements are included in this proposal.

BIDDING AND CONSTRUCTION PHASE SERVICES

No changes from original scope of work.

CHANGE ORDER NUMBER 1 COST

Traffic Study	\$ 36,000
Revised Design Services:	<u>\$ 149,000</u>
TOTAL CO NO 1:	\$ 185,000

REVISED CONTRACT COST


Change Order 1:	\$ 185,000
Existing Contract Cost:	<u>\$ 319,000</u>
TOTAL REVISED CONTRACT COST:	\$ 504,000

Respectfully Submitted,



Dwayne H. Deutscher, P.E.
AECOM Project Manager

Approved,



Craig Smith, P.E.
AECOM Associate Vice President

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this 28th day of February, 2018, is by and between the **IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY** ("LTA") and **AECOM Technical Services, Inc.**, a California corporation ("**CONSULTANT**") (individually, "Party;" collectively, "Parties").

W I T N E S S E T H

WHEREAS, LTA desires to retain a qualified individual, firm or business entity to provide professional services for design and construction engineering ("the Project"); and

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

NOW, THEREFORE, LTA and CONSULTANT have and hereby agree to the following:

1. **DEFINITIONS.**

1.1. "Proposal" shall mean CONSULTANT's proposal entitled "State Route 86 U.S. Border Patrol Checkpoint" dated February 22, 2018. The Proposal is attached as **Exhibit A** and incorporated herein by this reference.

2. **CONTRACT COORDINATION.**

2.1. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Dwayne H. Deutscher, PE, is hereby designated as the Contract/Project Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Manager for any reason, the Contract Manager's designee shall be subject to the prior written acceptance and approval of LTA.

3. **DESCRIPTION OF WORK.**

3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the event of a conflict between this Agreement and the Proposal, this Agreement shall take precedence over the Proposal.

1 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
2 rate set forth in Exhibit "B".

3 4. WORK TO BE PERFORMED BY CONSULTANT.

4 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the RFP,
5 Proposal and this Agreement.

6 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
7 performance of the obligations assumed by CONSULTANT hereunder.

8 4.3. CONSULTANT shall:

9 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
10 may be necessary and incidental to the due and lawful prosecution of the services to be performed
11 by CONSULTANT pursuant to this Agreement;

12 4.3.2. Use the standard of care, the degree of skill and diligence normally employed by
13 professional engineers or consultants performing same or similar services at the time
14 CONSULTANT's services are performed, to keep itself fully informed of all applicable existing
15 and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may
16 affect those engaged or employed under this Agreement, any materials used in CONSULTANT's
17 performance under this Agreement or the conduct of the services under this Agreement;

18 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
19 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

20 4.3.4. Immediately report to LTA in writing any discrepancy or inconsistency it discovers
21 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
22 drawings, specifications or provisions of this Agreement.

23 4.4. Any videotape, reports, information, data or other material given to, or prepared or
24 assembled by, CONSULTANT pursuant to this Agreement shall be the property of LTA and shall not be
25 made available to any individual or organization by CONSULTANT without the prior written approval of
26 LTA.

27 ///

28 ///

1 5. REPRESENTATIONS BY CONSULTANT.

2 5.1. CONSULTANT understands and agrees that LTA has limited knowledge in the multiple
3 areas specified in the Proposal. CONSULTANT has represented itself to have expertise in these fields and
4 understands that LTA is relying upon such representation.

5 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
6 possessing all required licenses and authorities to do business in the State of California and perform all
7 aspects of this Agreement.

8 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
9 provide any other services, or materials, in connection therewith until CONSULTANT has received
10 written authorization from LTA to do so.

11 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
12 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
13 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

14 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
15 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
16 and authorities, as well as the experience and training, to perform such tasks.

17 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
18 true and correct.

19 5.6. CONSULTANT understands that LTA considers the representations made herein to be
20 material and would not enter into this Agreement with CONSULTANT if such representations were not
21 made.

22 6. COMPENSATION.

23 The total compensation payable under this Agreement shall not exceed three hundred and nineteen
24 thousand dollars (\$319,000.00) unless otherwise previously agreed to by LTA.

25 7. PAYMENT.

26 CONSULTANT will bill LTA on a time and material basis upon completion of the project or as set
27 forth in the cost schedule attached hereto as **Exhibit "B"**. LTA shall pay CONSULTANT for completed
28 and approved services upon presentation of its itemized billing. .

1 8. METHOD OF PAYMENT.

2 CONSULTANT shall at any time prior to the 15th day of any month, submit to LTA a written
3 claim for compensation for services performed. The claim shall be in a format approved by LTA.
4 CONSULTANT may expect to receive payment of all undisputed portions of invoice within a reasonable
5 time thereafter and in any event in the normal course of business within thirty (30) days after the claim is
6 submitted.

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

8 9.1. This Agreement shall commence on the date first written above and shall remain in effect
9 for one (1) year unless otherwise terminated as provided herein.

10 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
11 approved by both LTA and CONSULTANT's Contract Manager. Time extensions may be allowed for
12 delays caused by LTA, other governmental agencies, or factors not directly brought about by the negligence
13 or lack of due care on the part of CONSULTANT.

14 10. SUSPENSION OF AGREEMENT.

15 LTA shall have the authority to suspend this Agreement, wholly or in part, for such period as
16 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform
17 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the
18 date of suspension.

19 11. SUSPENSION AND/OR TERMINATION.

20 11.1. LTA retains the right to terminate this Agreement for any reason by notifying
21 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
22 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
23 CONSULTANT, LTA shall be obligated to compensate CONSULTANT only for that portion of
24 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
25 Agreement. Said compensation is to be arrived at by mutual agreement between LTA and
26 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
27 appointed and the decision of the arbitrator shall be binding upon the Parties.
28

1 11.2. Upon such termination, CONSULTANT shall immediately turn over to LTA any and all
2 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
3 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
4 permanent property of LTA.

5 12. INSPECTION.

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

11 13. OWNERSHIP OF MATERIALS.

12 All original drawings, videotapes and other materials prepared by or in possession of
13 CONSULTANT pursuant to this Agreement shall become the permanent property of LTA and shall be
14 delivered to LTA upon demand.

15 14. INTEREST OF CONSULTANT.

16 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
17 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
18 performance of the services hereunder.

19 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
20 person having such an interest shall be employed.

21 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
22 this Agreement is an officer or employee of LTA.

23 15. INDEMNIFICATION.

24
25 To the furthest extent allowed by law, including California Civil Code section 2782.8,
26 CONSULTANT shall indemnify, hold harmless and defend ICTC and its members, board members,
27 officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties,
28 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent that any loss, liability, fines, penalties, forfeitures, costs, damages, claims, demands or actions in law or equity arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees or agents in the performance of this Agreement. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend LTA and its members, board members, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

16. INDEPENDENT CONTRACTOR.

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

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

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

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

1 16.4. CONSULTANT shall not be entitled to have LTA withhold or pay, and LTA shall not
2 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
3 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
4 program required or provided by any Federal, State or local law or regulation.

5 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
6 make any claim against any LTA fringe program, including, but not limited to, LTA's pension plan,
7 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
8 or coverage designated for, provided to, or offered to LTA's employee.

9 16.6. LTA shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
10 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

11 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
12 and conduct itself as an independent contractor, not as an employee of LTA.

13 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
14 or obligate LTA in any way without the written consent of LTA.

15 17. INSURANCE.

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

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

1 \$1,000,000 per occurrence for bodily injury and property damage

2 \$1,000,000 per occurrence for personal and advertising injury

3 \$2,000,000 aggregate for products and completed operations

4 \$2,000,000 general aggregate

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

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

12 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
13 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
14 employee.

15 (v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate
16 to CONSULTANT'S profession, with limits of liability of not less than \$1,000,000 per
17 claim/occurrence and \$2,000,000 policy aggregate.

18 CONSULTANT shall be responsible for payment of any deductibles contained in any insurance
19 policies required hereunder and CONSULTANT shall also be responsible for payment of any self-
20 insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the
21 LTA's Executive Director or his/her designee. At the option of the LTA's Executive Director or his/her
22 designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as
23 respects to LTA, its board members, officers, employees, agents and volunteers: or (ii) CONSULTANT
24 shall provide audited financial statements, satisfactory to LTA's Executive Director or his/her designee,
25 verifying consultant's ability to SIR deductibles. At no time shall LTA be responsible for the payment of
26 any deductibles or self-insured retentions.

27 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
28 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written

1 notice has been given to LTA. Upon issuance by the insurer, broker, or agent of a notice of cancellation,
2 nonrenewal, or reduction in coverage or in limits, CONSULTANT shall furnish LTA with a new
3 certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire
4 during the work to be performed for LTA, CONSULTANT shall provide a new certificate, and
5 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
6 expiration date of the expiring policy.

7 The General Liability and Automobile Liability insurance policies shall be written on an
8 occurrence form and shall name LTA, its members, board members, officers, employees, agents and
9 volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so
10 CONSULTANT'S insurance shall be primary and no contribution shall be required of LTA. The
11 coverage shall contain no special limitations on the scope of protection afforded to LTA, its members,
12 board members, officers, employees, agents and volunteers. The Workers' Compensation insurance
13 policy shall contain a waiver of subrogation as to LTA, its members, board members, officers,
14 employees, agents and volunteers.

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

- 17 1. The retroactive date must be shown, and must be before the effective date of the
18 Agreement or the commencement of work by CONSULTANT.
- 19 2. Insurance must be maintained and evidence of insurance must be provided for at least 3
20 years after any expiration or termination of the Agreement or, in the alternative, the
21 policy shall be endorsed to provide not less than a 3-year discovery period.
- 22 3. If coverage is canceled or non-renewed, and not replaced with another claims-made
23 policy form with a retroactive date prior to the effective date of the Agreement or the
24 commencement of work by CONSULTANT, CONSULTANT must purchase extended
reporting coverage for a minimum of 3 years following the expiration or termination of
the Agreement.
- 25 4. A copy of the claims reporting requirements must be submitted to LTA for review.
- 26 5. These requirements shall survive expiration or termination of the Agreement.

27 CONSULTANT shall furnish LTA with all certificate(s) and applicable endorsements effecting
28 coverage required hereunder. All certificates and applicable endorsements are to be received by LTA
and approved by LTA's Executive Director or his/her designee prior to LTA's execution of the

1 Agreement and before work commences.. This requirement shall survive expiration or termination of
2 this Agreement.

3 If at any time during the life of this Agreement or any extension, CONSULTANT or any of its
4 subcontractors fail to maintain any required insurance in full force and effect, all work under this
5 Agreement shall be discontinued immediately, and all payments due or that become due to
6 CONSULTANT shall be withheld until notice is received by LTA that the required insurance has been
7 restored to full force and effect and that the premiums therefore have been paid for a period satisfactory
8 to LTA. Any failure to maintain the required insurance shall be sufficient cause for LTA to terminate
9 this Agreement. No action taken by LTA hereunder shall in any way relieve CONSULTANT of its
10 responsibilities under this Agreement.

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

20 If CONSULTANT should subcontract all or any portion of the services to be performed under
21 this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in
22 favor of LTA, its board members, officers, employees, agents and volunteers in accordance with the
23 terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements
24 shall be on file with CONSULTANT and LTA prior to the commencement of any work by the
25 subcontractor.

26 ///

27 ///

28 ///

1 18. ASSIGNMENT.

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

5 19. NON-DISCRIMINATION.

6 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
7 against any employee or applicant for employment or employee of LTA or member of the public
8 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
9 evaluation and treatment of its employees and applicants for employment and employees and members
10 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
11 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
12 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
13 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
14 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
15 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
16 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
17 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
18 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
19 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
20 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
21 to this Agreement.

22 20. NOTICES AND REPORTS.

23 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
24 by personal delivery or by mailing by certified mail, addressed as follows:

25
26 **LTA**

27 Attn: Executive Director
28 Imperial County Local Transportation Authority
1503 N. Imperial Ave., Ste 104
El Centro, CA 92243

CONSULTANT

Attn: AECOM Project Manager
Dwayne H. Deutscher
2020 L St. Ste. 400
Sacramento, CA 95811

1
2
3 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
4 by mailing by certified mail at such other address as either Party may designate in a notice to the other
5 Party given in such manner.

6 20.3. Any notice given by mail shall be considered given when deposited in the United States
7 Mail, postage prepaid, addressed as provided herein.

8 21. ENTIRE AGREEMENT.

9 This Agreement contains the entire agreement between LTA and CONSULTANT relating to the
10 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
11 understandings, provisions, negotiations, representations, or statements, either written or oral.

12 22. MODIFICATION.

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

15 23. PARTIAL INVALIDITY.

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

19 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

27 25. WAIVER.

28 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be

1 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
2 the same or any other covenant or condition.

3 26. CHOICE OF LAW.

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

7 27. ATTORNEY'S FEES.

8 If either Party herein brings an action to enforce the terms thereof or declare rights hereunder,
9 each Party in any such action, on trial or appeal, the substantially prevailing party shall be entitled to
10 reimbursement of its legal fees from the non-prevailing party.

11 ///

12 28. AUTHORITY.

13 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants
14 that:

15 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
16 CONSULTANT;

17 28.2. Such execution and delivery is in accordance with the terms of the Articles of
18 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

19 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

20 29. COUNTERPARTS.

21 This Agreement may be executed in counterparts.

22 30. REVIEW OF AGREEMENT TERMS.

23 This Agreement has been reviewed and revised by legal counsel for both LTA and
24 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting
25 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments there/

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 LOCAL TRANSPORTATION AUTHORITY:**

4
5 
6 Chair

7 **ATTEST:**

8 
9
10 **CRISTI LERMA**
Secretary to the Commission

11 **CONSULTANT:**

12
13
14 By:  for 3/6/18
Sujian Punyamurthula, Senior Vice President

15 **APPROVED AS TO FORM:**

16 **KATHERINE TURNER**
17 **COUNTY COUNSEL**

18 
19 By: Eric Havens
20 Deputy County Counsel

EXHIBIT A

Scope of Services

Imperial County Transportation Commission

State Route 86 U.S. Border Patrol Checkpoint February 22, 2018

The United States Customs and Border Protection (CBP) currently operates a checkpoint station on State Route 86 (SR 86) near the intersection of State Route 78 (SR 79). The existing facility consists of a covered inspection area located adjacent to the highway, control building, electronic surveillance, and emergency power generation. The Imperial County Transportation Commission (ICTC) intends to improve the checkpoint to add a covered primary inspection area on the freeway and associated facilities as shown on the attached figure.

DESCRIPTION OF WORK AND SERVICES

DESIGN SERVICES

Prepare construction Plans, Specifications, and construction cost estimate (PS&E) for Improvements to the SR 86 Border Checkpoint facility, located on northbound SR 86, near the intersection of SR 78 in California. The new design will be coordinated through California Department of Transportation (Caltrans) to meet Caltrans requirements for an in-lane inspection station. Design documents will include construction drawings, specifications and design analysis for categories such as, but not limited to, civil, architectural, structural, electrical, communications, and security monitoring devices. The design analysis report will include structural calculations, and traffic plan. AECOM will prepare a site plan (15% design level) to be agreed upon by ICTC, CBP and Caltrans. AECOM will provide 35%, 65%, 100% (pre-final) and Final design drawings, specifications and cost estimate for review and approval. AECOM will attend two (2) meetings; one (1) on-site kick-off meeting to inspect and review the existing facilities and one (1) design review meeting for the 65% phase. The 15%, 35% and 100% design review meetings will be conducted via web meeting/conference call.

Plans and Specifications will include the following.

- a. Provide a canopy spanning the in-lane primary inspection area that meets area seismic and wind load conditions, accepts interior lighting and security equipment installation and includes warranty. Canopy to have "barn" profile and less angled at the sides. Fabric to be terminated approximately ten (10) feet above grade to allow for cross visibility. The lighting will meet Office of Internal Affairs (IA) approvals. Canopy will meet all required Caltrans and Federal regulations. The in-lane inspection station is the preliminary screening location, not a full inspection, which will take place in the secondary inspection location.
- b. Provide two 4' x 6' new primary inspection booths, ballistic hardened and with sliding doors on both sides of the primary inspection area. Inspection booths will have telephone and data connectivity and sufficient electricity to power the booths for conditioned space, computer and lights, compliant

with CBP HB 1400-02A. Provide (3) 2" conduit runs for future power, communications and CCTV to the booth. Final location of the primary booth will be approved by Caltrans.

- c. Provide asphalt to Caltrans standards within the median, 30' wide by 200' in length, extending north from the primary inspection area. This improved shoulder will enhance operations and officer safety.
- d. Provide asphalt to Caltrans standards within the median, 30' wide, 100' in length, extending south from the primary inspection area. This improved shoulder will enhance officer safety and better allow preprimary inspections to take place.
- e. Validate that the on-site generator power supply meets State of California air quality standards and has capacity for the facilities. If necessary replace the manual transfer switch with a fully automatic transfer switch.
- f. Provide one 4' x 6' inspection booth with ballistic and crash protection for the Controlled Tire Deflation Device Area. Provide (3) 2" conduit runs for future power, communications and CCTV to the booth.
- g. Show placement of all crash protection measures as per Caltrans standards. Location of crash protection will be coordinated with Caltrans.
- h. Upgrade exterior lighting. Lighting levels for the Primary and Secondary Inspection areas as per USCBP requirements noted in CBP requirements version 3.0 and physical security HB 1400-02A. Lighting will be the type that will minimize light loss to the surrounding areas. Design exterior lighting per Caltrans standards.
- i. Provide Traffic Control Plan to meet Federal Highway Design Uniform Traffic Control Manual and Caltrans Standards for signage and traffic markings for the SR 86 Checkpoint. Provide sign installations and pavement marking details. Customs and Border Protection (CBP) office will provide an inventory of the existing signs to be incorporated into the plan. Signs and striping to be designed in conformance with Manual of Uniform Traffic Control Devices (MUTCD).
- j. Provide drainage plan for the facility.
- k. Provide a traffic control plan for traffic on SR 86 and SR 78 during construction. Contractor will also be required to prepare his own traffic control plan that will be reviewed and approved by Caltrans prior to start of construction.
- l. License Plate Reader (LPR) Coordination: The designer will coordinate the requirements for a tactical LPR system with the design of the checkpoint primary inspection. Coordination will include identification of the location and clearances required to accommodate the LPR system in the primary design and placement of the conduits that will serve the LPR system, and the conduits and infrastructure to support the LPR monitors located in the primary inspection booths.
- m. Office of Information and Technology (OIT) requirements for design and specification:
 - (1) Provide cameras, conduit and cabling infrastructure for CCTV cameras at Primary Inspection areas. Cameras will be mounted on canopy (coordinated with CBP FS, IA per CBP HB 1400-05D, HB1400-02B and Caltrans standards). Cameras will be set in a fixed position and connected to the existing security system. Camera locations to be approved by Caltrans and CBP.
 - (2) Provide CCTV camera coverage for Primary Inspection and approaching roadway traffic, coordinated with CBP FS and IA per CBP HB 1400-05D, 02B and 05C. All installations of security

systems and equipment must be coordinated with OIT for approval. Camera locations to be approved by Caltrans.

(3) Cabling:

All signal cable routing, termination, connection and testing associated with equipment required to provide a fully operational and functioning video surveillance system. This includes cable and routing to other rooms associated with and connected to the video surveillance system. All cabling will run in conduit, cable trays, J-hooks, or per plans. Label each end of all cables with number and identification legend clearly identifying the connection point for the cable end. Labels will be self-laminating type compatible with Brady DAT-151-292. All cabling will be dressed with proper strain relief and secured with orange Velcro. When installation is complete cables should be secured and neatly organized in rack or panel location and labels must be visible.

Provide proper video termination at all times. If a video signal path passes through more than one device, each device will have looping input capability or a video distribution amplifier must be used to distribute the signal to all required devices.

All coax cable installed will be RG-6 with 18 gauge solid bare copper center conductor with a nominal diameter of 0.04 inches. Insulation material will be constructed of gas-injected foam polyethylene with a diameter of .180 inches. Outer shield will be constructed of braided bare copper with 95% coverage. Outer shell will be constructed of polyvinyl chloride (PVC) with the cable having an overall nominal diameter of 0.266 inches. All connections will be terminated with 75 Ohm crimp connectors.

TIA ANSI/TIA/EIA-568-B, Category 6a cabling (cabling standard ISO/IEC 11801 utilize this standard) from all data ports, all voice ports, and radio ports, as shown on floor plans. All cabling must use four wire plenum-rated Category 6 unshielded twisted pair. Terminate to category-6 48 port RJ-45 patch panel. All terminations must be T568B scheme. All cables of this type for the CCTV system must be Orange Jacket.

All power cables will comply with all applicable electrical standards and regulations.

(4) Cameras requirements:

Securely mount all camera housings and brackets using manufacturer's approved fastening methods. Mounting will support camera, housing, and all accessories. Seal all exterior building penetrations to make sure they provide water tight seal. All camera housings and mounting components will be constructed of corrosive resistant materials.

During construction, protect cameras and housings from dust, paint, moisture, and the like. Provide temporary protective masking. Upon completion of construction, and prior to final acceptance test, remove protective masking and thoroughly clean all cameras and housings.

I. Fixed Box Color Cameras (BC). BC cameras will be capable of both day and night operation with a minimum resolution of 560 lines. BC cameras are to be rated for both indoor and outdoor use.

ii. Infrared Illuminator Camera (IRL). IRL cameras will contain sufficient illuminators to be able to illuminate an interior space not to exceed 10 feet by 10 feet and be capable of a minimum resolution of 560 lines.

iii. Pan Tilt Zoom Cameras (PTZ). PTZ cameras will be capable of 360 degrees of continuous pan and 40 degrees of tilt from its center axis. The PTZ camera will be able to sustain operations in temperatures between -40 degrees and 155 degrees Fahrenheit. PTZ cameras will be equipped with 15-150mm lenses or equivalent zoom lenses. The PTZ camera will provide a minimum horizontal resolution of 540 lines.

iv. Fixed Box Wide Dynamic Range Cameras (WDR). WDR cameras will have color capability during the day time operation and switch to black and white capability during nighttime operations. WDR's will have a minimum horizontal resolution of 540 lines and a minimum illumination sensitivity of 0.0002 lux. All WDR cameras will be equipped with auto iris lenses with focal lengths appropriate to ensure that the intended field of view is captured.

v. High Security Detention Grade Enclosed Corner Cameras (HSEC). HSEC cameras will be capable of a minimum of 540 lines of resolution with a 2.5 mm fixed auto-iris and auto-focusing lens. HSEC cameras will be specifically designed to be utilized in detention areas. HSEC cameras will be designed to accommodate non-pickable caulk around the exterior of the unit while still allowing technicians the ability to access the unit for repair and maintenance. These units will be installed in all detention areas, evidence rooms, armories, and secure storage areas.

vi. Covert Color Camera- Covert color cameras, if required, are to be disguised as passive infrared sensor (PIR) motion sensors or thermostats. Covert color cameras disguised as PIR motion sensors are to be mounted in the top corner of the interview rooms, while covert cameras disguised as thermostats are to be mounted at eye level to an average sized seated person, as per HB1400-02B, 05D. All IP Cameras must be listed on the Technical Reference Model (TRM) and have passed CBP Certification and Accreditation (C&A).

SUBMITTAL SCHEDULE:

15% (Concept) Design - Submit 15% concept design (drawings only) within twenty-one (21) calendar days after Notice-to-Proceed. Agencies shall complete review within fourteen (14) calendar days and issue comments electronically to the AECOM. Following the review period the A-E shall organize a meeting via tele-conference/web meeting to review the comments with ICTC, CBP and Cal Trans. NOTE: The site review meeting may be combined with this review meeting instead of by teleconference.

35% Design - Submit 35% design and cost estimate within forty-two (42) calendar days after the 15% (Concept) design review meeting. Agencies shall complete review within twenty-one (21) calendar days and issue comments electronically to the AECOM. Following the review period, the A-E shall organize a meeting via tele-conference/web meeting to review the comments.

65% Design - Submit 65% design and cost estimate within forty-two (42) calendar days after the 35% design review meeting. Agencies shall complete review within twenty-one (21) calendar days and issue comments electronically to the AECOM. Following the review period, the A-E shall organize a meeting to review the comments. Site shall be determined at the time of the design review.

100% (Pre-Final) Design - Submit 100% (Pre-Final) design and cost estimate within thirty (30) calendar days after the 65% design review meeting. Agencies shall complete review within twenty-one (21) calendar days and issue comments electronically to the AECOM. Following the review period, the A-E shall organize a meeting via tele- conference/web meeting to review the comments.

Final Design - Submit final P&S and cost estimate within twenty-one (21) calendar days after the 100% (pre-final) design review meeting.

OVERALL PERIOD OF PERFORMANCE:

All design phase services shall be completed within *two-hundred-twenty-six (226)* calendar days after Contract award.

DESIGN PHASE DELIVERABLES

AECOM will provide the following copies at each deliverable as noted:

DELIVERABLE	PLANS	SPECIFICATIONS	DESIGN REPORT	COST ESTIMATE	ELECTRONIC CD
15%	23	0	0	0	9
35%	23	19	19	14	9
65%	23	19	19	14	9
100% (Pre-final)	23	19	19	14	9
Final	19	15	15	16	9

DESIGN ASSUMPTIONS

The following design assumptions apply to this proposal:

1. Two AECOM engineers will attend each of the two proposed on-site meetings.
2. This proposal is based on receiving complete, comprehensive comments from reviewing agencies including Caltrans. Once comments are received and resolved, AECOM will rely upon those decisions to complete the work. Revisions and changes to comments and reviewing agency direction, as a result of differing opinions from the same agency, may result in extra work and additional costs.
3. Geotechnical investigation not a part of this proposal. Information for foundation and pavement design will be provided by Caltrans.
4. Existing lighting fixtures have been upgraded to energy efficient type lights.
5. As-built drawings and photos for the current tactical LPR system at I-8 Checkpoint will be provided to the AE prior to start of design.
6. The existing covered inspection canopy will function as the secondary inspection. No improvements, including lighting improvements, to this canopy will be required.
7. Utilities (water, sewer, electrical, data, etc.) connections will be made on-site. No services are provided for extending utilities from off-site connection points.

BIDDING AND CONSTRUCTION PHASE SERVICES

Pre-Construction Services – AECOM will provide services to review bidders request for information (RFI) and prepare if necessary contract addenda during contract solicitation phase. AECOM will review all bids received and recommend, as appropriate award of the construction contract.

Construction Phase Services. AECOM will provide the following services in support of construction and commissioning of the project:

- a. Review up to 20 shop drawings and construction material submittals. Review up to 25 requests for information (RFI), and drawings prepared by the construction contractor. AECOM will establish an electronic information sharing site for transfer of documents.
- b. This proposal is based on the assumptions set forth herein. Project changes beyond the control of AECOM, including governing agency changes or contractor non-compliance with the contract documents, may result in extra work and additional costs.
- c. AECOM will review all contractor requested change orders.
- d. Assist in the evaluation of contractor's construction schedules. Assist in commissioning and testing activities.
- e. Participate in technical meetings and resolve complex technical problems arising during construction. AECOM requires five (5) calendar days in advance if an on-site meeting is required.

BIDDING AND CONSTRUCTION PHASE SERVICES ASSUMPTIONS

- a. The expected construction period is eight (8) months.
 - b. ICTC will provide independent construction management services.
 - c. AECOM will provide eight (8) site visits including:
 - a. One (1) kickoff meeting with one AECOM representative,
 - b. Five (5) inspect and resolve construction work and issues by one AECOM representative each time, and
 - c. One (1) final punch list inspection visit with two (2) AECOM representatives.
- AECOM will provide a brief report of findings following each visit.

COST OF SERVICES

The cost of professional services as specified in this scope of work is:

Design Services:	\$258,000
Construction Phase Services:	<u>61,000</u>
TOTAL	\$319,000



EXHIBIT B

AECOM TECHNICAL SERVICES

2018 RATE SHEET

LABOR CATEGORY	RATE
Project Manager	\$216.00
Civil Engineer – Senior Level	\$216.00
Civil Engineer – Mid Level	\$116.00
Civil Engineer – Junior Level	\$85.00
Electrical Engineer – Senior Level	\$168.00
Electrical Engineer – Mid Level	\$110.00
Senior Quality Engineer	\$232.00
Structural Engineer – Senior Level	\$234.00
Transportation Engineer – Senior Level	\$167.00
CADD/GIS Operator – Senior Level	\$110.00
CADD/GIS Operator – Junior Level	\$66.00
Estimator – Senior Level	\$169.00
Contract Admin/Procurement – Mid Level	\$99.00
Project Controls – Mid Level	\$101.00
Clerical – Senior Level	\$81.00

Subconsultants and other direct costs marked up at 10%.