



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

**MANAGEMENT COMMITTEE**

**City of Calipatria  
City Hall - Council Chambers  
125 North Park Avenue  
Calipatria, CA 92233**

**Wednesday, December 12, 2018  
10:30 A.M.**

**CHAIR: DAVID DALE**

**VICE CHAIR: NICK WELLS**

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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.

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**I. CALL TO ORDER AND ROLL CALL**

**II. EMERGENCY ITEMS**

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

**III. PUBLIC COMMENTS**

Any member of the public may address the Committee for a period not to 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**

- |  |                   |            |
|--|-------------------|------------|
| A. Approval of Management Committee Draft Minutes: | November 14, 2018 | Pages 4-17 |
| B. Receive and File:                               |                   |            |
| 1. ICTC Commission Draft Minutes:                  | November 28, 2018 |            |
| 2. ICTC TAC Draft Minutes:                         | November 15, 2018 |            |
| 3. ICTC SSTAC Minutes:                             | November 7, 2018  |            |

**V. REPORTS**

- A. ICTC/LTA Executive Director
- See attached Executive Director Report on page 19
- B. Southern California Association of Governments
- See attached report on page 29
- C. California Department of Transportation – District 11
- See attached report on page 32
- D. Committee Member Reports

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

## VI. INFORMATION CALENDAR

### A. FY 2018 Better Utilizing Investment to Leverage Development (BUILD) Grants Discretionary

Grant Amount: \$20,000,000.00

Grant Recipient: Imperial County Transportation Commission

Project Location: Calexico, CA

Description: This project will widen the existing bridge along the US-Mexico border to accommodate two additional northbound commercial truck lanes (from 2 to 4 lanes) and two northbound passenger vehicle lanes (from 4 to 6 lanes). The project also includes improvements to the bicycle and pedestrian facilities at the border crossing.

## VII. ACTION CALENDAR

### A. Short Range Transit Plan (SRTP) for the Imperial County Transportation Commission – FY 2018-19 Page 42

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

1. Approve the Short Range Transit Plan for FY 2018-19

### B. On Call Engineering, Architecture and Professional Support Services – Recommendation of Contract Awards Page 84

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

1. Approve the award of the On Call Engineering, Architecture and Professional Support Services contract to The Altum Group, The Holt Group, NV5, CivilPros and Chen Ryan for a not to exceed amount of \$10,000.00.
2. Authorize the Chairperson to sign the consultant agreement.

### C. Imperial Valley Transit (IVT) Branded Services Ticket/Fare Media/Bus Passes Vendor Sales Program Page 167

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

1. Approve the IVT Ticket Sales Vendor Program Guidelines and Agreement with a 1% commission available for vendors.
2. Authorize the Executive Director or his designee to initiate the program including signing the agreement with vendors, and completing administrative arrangements.
3. Direct staff to review the program and return after one year for direction on continuation.

### D. Unmet Transit Needs Public Hearing - for Fiscal Year 2019-20 Page 179

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

1. Appoint the Unmet Transit Needs Hearing Panel: two members from the County, three City representatives with two City alternates.
2. Select a Public Hearing date of February 21 or February 28, 2019, and the set the time of the hearing.
3. Direct staff to conduct the administrative arrangements.

- E. Surface Transportation Block Grant Program and Congestion Mitigation and Air Quality Program 2018 Call for Projects – FY 2019/2020 to FY 2021/2022 Page 182

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

1. Approve and adopt the Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) 2018 Call for Projects Guidelines;
2. Direct staff to open a competitive call for projects for member agencies for estimated STBG and CMAQ funds, effective December 17, 2018 through March 1, 2019;
3. Direct staff to convene an evaluation committee to score and rank the projects; and,
4. Direct staff to return with a list of recommended projects for approval by the Commission.

**VIII. NEXT MEETING DATE AND PLACE**

- A. The next meeting of the Management Committee will be on **Wednesday, January 9, 2019 at 10:30 a.m.**, at the **City of El Centro**, El Centro, CA.

**IX. ADJOURNMENT**

- A. Motion to Adjourn

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
MANAGEMENT COMMITTEE**

**DRAFT MINUTES OF NOVEMBER 14, 2018**

**10:30 a.m.**

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**VOTING MEMBERS PRESENT:**

City of Brawley	Rosanna Bayon Moore
City of Calipatria	Rom Medina
City of Calexico	David Dale
City of El Centro	Marcela Piedra
City of Imperial	Stefan Chatwin
County of Imperial	Tony Rouhutas
County of Imperial	Esperanza Colio-Warren

**STAFF PRESENT:** Mark Baza, Cristi Lerma, Virginia Mendoza, Marlene Flores

**OTHERS PRESENT:** David Salgado: SCAG; Jesus “Chi” Vargas: Caltrans; Liz Zarate: City of El Centro

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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, November 14, 2018 together with staff reports and related documents attached thereto and incorporated therein by reference.

**I. CALL TO ORDER AND ROLL CALL**

Chair Dale called the Committee meeting to order at 10:51 a.m. Roll call was taken. Introductions were made.

**II. EMERGENCY ITEMS**

A. There were none.

**III. PUBLIC COMMENTS**

There were none.

**IV. CONSENT ITEMS**

A motion was made by [Medina](#) seconded by [Piedra](#) to approve the consent calendar as presented. **Motion carried unanimously.**

**V. REPORTS**

A. ICTC Executive Director

Mr. Baza had the following updates:

- New employee Marlene Flores, Transportation Planner, was introduced to Management Committee by Mr. Baza.
- The 2018 Short Range Transit Plan (SRTP) is under review and finalization. A public comment period on the draft document is being scheduled, along with a public workshop to be held on November 28, 2018 from 10:00 a.m. to 2:00 p.m. at ICTC’s office. It is anticipated that the consultant will present the final draft to the Commission at the December meeting.
- The State Route 86 (Northbound) Border Patrol Checkpoint project is underway. Currently design in underway by the consultant. A draft of 35% plans were completed and submitted for review on October 12, 2018. Stakeholders will meet on November 14, 2018 at the ICTC Office to review comments received from stakeholders.

- The Self Help Counties Coalition is advocating on behalf of the SB1 Local Partnership Program to change the matching funds from 50% to 5%.
  - A complete list of ICTC updates can be found on Page 10 of the agenda.
- B. Southern California Association of Governments (SCAG)  
Mr. Salgado had the following updates:
- The 9<sup>th</sup> Annual Southern California Economic Summit is on December 6, 2018 at the LA Hotel in Los Angeles. All City Managers and Elected Officials are provided complimentary registrations.
  - Sustainability grant applications are due to SCAG on November 15, 2018.
  - The complete report can be found on Page 19 of the agenda.
- C. Caltrans Department of Transportation – District 11  
Mr. Vargas had the following updates:
- The SR-86/Heber pedestrian improvements have been completed.
  - A draft of the feasibility study for the All American Bridge / SR-186 should be available the week of November 19, 2018.
  - Caltrans Highway Operations has placed the order for two new speed feedback signs, and is waiting for a delivery date from the manufacturer. A new Traffic Investigative Report (TIR) was generated to update existing school zone signs, pavement markings and to provide two rectangular rapid flashing beacons at the C.N. Perry Avenue pedestrian crossing. It is expected that the installation will be complete in January 2019.
  - The Calexico West POE Expansion (Phase 1) is complete. The POE Expansion requires the City of Calexico to widen and improve Cesar Chavez Boulevard which will serve as future access to the POE. The City of Calexico recently held a groundbreaking ceremony, and construction has begun. It is anticipated that construction on Cesar Chavez Boulevard will be complete in spring 2019. The next portion of the TMP will focus on analyzing the traffic circulation patterns resulting from the traffic shifts, and make recommendations for improvements in the 60-90 day period post opening day conditions. The consultant recently completed a second set of data collection at key intersections for this effort.
  - As of October 10, 2018, the Inactive and Future Inactive list was updated. Action is required by the following agencies: Calexico, El Centro, Holtville, Imperial, Imperial County, and Westmorland.
  - Federal Fiscal Year 18/19 Requests for Authorization/Obligation are due February 1, 2019.
  - A full report is located on page 26 of the agenda.
- D. Committee Member Reports
- There were none.

## **VI. ACTION CALENDAR**

### **A. 2018 Active Transportation Program Regional Guidelines**

Ms. Mendoza stated that staff has been working with staff from 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 2018 ATP Cycle 4 Call for Projects at the state level is expected to include about \$440M in funding made up of Federal funding and State SB1

and State Highway Account (SHA) funding. The funding programming years include FY2019/2020, FY2020/2021, FY2021/2022 and FY2022/2023 funding years.

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
- 40% to Metropolitan Planning Organizations (MPO) in urban areas with populations greater than 200,000 for the larger urbanized area competitive program

In this fourth 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. Therefore, all project applications must meet the state’s criteria and be submitted to Caltrans first. To date, six applications have been submitted by member agencies for this current cycle. The following table includes the 2018 Cycle 4 ATP applications for Imperial County.

<b>Agency</b>	<b>Project</b>	<b>ATP Amount</b>	<b>Non-ATP Amount</b>
City of Calexico	Calexico New River Parkway Project	\$2,489,000	\$100,000
Imperial County	Orchard Road Bike Lane from I-8 to Holtville City Limits	\$1,719,000	\$225,000
Imperial County	Sidewalk Improvements on West Side Heber Ave. from 10th St. to Fawcett Rd.	\$923,000	\$122,000
Imperial County	Sidewalk Improvements on Heffernan Ave. from 14th St. to 10th St.	\$642,000	\$85,000
Imperial County	Sidewalk Improvements on Heffernan Ave. from 11th St. to 6th St.	\$1,311,000	\$172,000
City of Calipatria	City of Calipatria Non-motorized Community Safety Project	\$4,517,000	\$46,000

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 ten (10) points needs to be completed by ICTC. During the programs first funding cycle in 2014, ICTC was required to establish the ten point scoring methodology. Previously, if a project was determined to be consistent with plans adopted by local and regional governments within the county, ICTC could add up to 10 points. In 2014, 2015, 2016, and 2017 ICTC adopted the following scoring methodology: 10 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. ICTC staff is recommending the same methodology for cycle four (4) of ATP funding.

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

1. Approve the following methodology for assigning points to the 2018 Active Transportation Program Regional Guidelines:
  - a. 10 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.

A motion was made by [Bayon Moore](#) seconded by [Piedra](#), **Motion carried** unanimously.

**VII. INFORMATION CALENDAR**

- A. Congestion Mitigation Air Quality (CMAQ) & Surface Transportation Block Grant (STBG) 2018 Call for Projects Guidelines

Below is a detailed description of programs, funding availability, and program milestones.

The Congestion Mitigation and Air Quality Improvement (CMAQ) Program is a federally-funded program that provides funding for transportation projects and programs to help meet the requirements of the Clean Air Act (CAA) (42 U.S.C. 7401 *et seq.*). Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide (CO), or particulate matter (i.e., nonattainment areas), and for areas that were out of compliance but have now met the standards (i.e., maintenance areas). The CMAQ program is designed to create a balanced program of transportation projects that improve air quality and the flow of traffic. Major emphasis is placed on projects that support alternative modes of transportation, reduce PM-10 emissions, and improve the flow of traffic.

The table below summarizes the CMAQ funds anticipated to be available for programming for the three-year period FY 2019/20 - 2021/22.

CMAQ Funding Estimates			
FY2019/20	FY2020/21	FY2021/22	TOTAL
\$1,756,009	\$1,755,380	\$1,754,739	\$5,266,128

The Surface Transportation Block Grant (STBG) Program is a federal funding program authorized under the Fixing America’s Surface Transportation (FAST) Act (Pub. L. 114-94) signed by the President on December 4, 2015. The FAST Act changed the name of the program from “Surface Transportation Program (STP)” to STBG. The program will provide funds for transportation projects located on federal-aid roads system.

The table below summarizes the STBG funds anticipated to be available for programming for the three-year period FY 2019/20- 2021/22:

STBG Funding Estimates			
FY2019/20	FY2020/21	FY2021/22	TOTAL
\$2,543,965	\$2,541,496	\$2,538,979	\$7,624,440

ICTC staff is currently working on releasing the 2018 Call for Projects Guidelines for both STBG and CMAQ Programs. Program Guidelines highlight eligible and ineligible project types as well as an overview of each program and submittal instructions. Funding availability is projected for FY2019/2020 thru FY2021/2022. The Call for Projects is open to all cities and the County of Imperial. Below is the proposed Call for Projects implementation schedule for both CMAQ and STBG.

## Call for Projects Schedule:

December 6, 2018	Technical Advisory Committee approves CMAQ & STBG Guidelines
December 12, 2018	Management Committee approves CMAQ & STBG Guidelines
December 12, 2018	ICTC approves CMAQ & STBG Guidelines
December 17, 2018	Call for Projects begins
February 8, 2019	Call for Projects ends
February 11, 2019	Project selection process begins
February 28, 2019	Project selection process ends (ICTC staff recommendation list generated)
February 28, 2019	TAC approves project selection recommendations
March 13, 2019	Management Committee approves project selection recommendations
March 27, 2019	ICTC approves project selection recommendations

**VIII. NEXT MEETING DATE AND PLACE**

The next meeting of the **Management Committee** will be held on **December 12, 2018** at the **City of Calipatria**, Calipatria, CA.

**IX. ADJOURNMENT**

A. Meeting adjourned at 11:22 p.m.



**IMPERIAL COUNTY TRANSPORTATION COMMISSION**

**DRAFT MINUTES FOR November 28, 2018**

**6:00 p.m.**

**VOTING MEMBERS PRESENT:**

City of El Centro	Alex Cardenas – alternate
City of Holtville	Jim Predmore
City of Imperial	Robert Amparano (Vice Chair)
County of Imperial	Luis Plancarte (Chairman)
City of Westmorland	Larry Ritchie

**NON-VOTING MEMBERS PRESENT:**      Caltrans District 11                      Cory Binns

**STAFF PRESENT:**    Mark Baza, David Aguirre, Marlene Flores, Gustavo Gomez

**OTHERS PRESENT:** Marcelo Peinado, Jesus Vargas: Caltrans, David Salgado: SCAG

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, November 28, 2018 together with staff reports and related documents attached thereto and incorporated therein by reference.

**I.      CALL TO ORDER AND ROLL CALL**

Chair Plancarte called the Commission meeting to order at 6:04 p.m. Roll call was taken and a quorum was not present.

**II.     EMERGENCY ITEMS**

There were none.

**III.    PUBLIC COMMENTS**

There were none.

**IV.    CONSENT CALENDAR**

The consent calendar was not approved due to lack of quorum.

**V.     REPORTS**

A.      ICTC Executive Director

Mr. Aguirre had the following announcements:

- ICTC coordinates an annual canned food collection campaign utilizing IVT services. Passengers can supply a dry or canned food item in exchange for a free bus ride from November 5<sup>th</sup> to November 16<sup>th</sup>, 2018. IVT and ICTC delivered all items to the Food Bank for a total of 1,783 pounds of food items delivered, which was 400 plus more from 2017 and double from 2016.
- IVT, IVT Ride and IVT Access provided free trips to veterans as a thank you for their service from November 5th to November 12th, 2018.
- The 2018 Short Range Transit Plan (SRTP) final draft is under review and finalization. A public comment period on the draft document is being scheduled. A public workshop was held on November 28, 2018 from 10:00 a.m. to 2:00 p.m. at ICTC’s office. It is anticipated that the consultant will present the final draft to the Commission at the December meeting.

Mr. Baza had the following announcements:

- Mr. Baza introduced the newest ICTC employee: Gustavo Gomez, Regional Mobility Coordinator.
  - The State Route 86 (Northbound) Border Patrol Checkpoint project is underway. Currently design in underway by the consultant. A draft of 35% plans were completed and submitted for review on October 12, 2018. Stakeholders met on November 14, 2018 at the ICTC Office to review comments received from stakeholders. It was revealed that a cost challenge does exist. Agencies will be reviewing the plans for cost savings.
  - As a follow-up to a recent Commission meeting, staff has scheduled a conference meeting with Assembly member Eduardo Garcia to discuss a possible revision to ICTC's legislative authority, to include non-transportation programs.
  - An environmental staff meeting between project stakeholders regarding the Calexico East Port of Entry bridge expansion over the All American Canal will be held at the ICTC offices on November 26, 2018.
  - A full Executive Director's Report is on page 10 of the agenda.
- B. Southern California Association of Governments (SCAG)  
Mr. Salgado had the following announcements:
- SCAG Sustainability Grant Applications are still being accepted for the Sustainable Communities Program until December 14, 2018. This date was extended.
  - The 9<sup>th</sup> Annual Southern California Economic Summit is on December 6, 2018 at the LA Hotel. Former Governor Gray Davis is the keynote speaker.
  - A full SCAG report is on page 23 of the agenda.
- C. California Department of Transportation (Caltrans)  
Mr. Binns had the following announcements:
- The Disadvantaged Business Enterprise (DBE) goal for local agencies has changed. The new goal is 17.6% for federal fiscal years 2018-19 to 2020-21. Previously it was 12.5%.
  - A full Caltrans report is on page 26 of the agenda.
- D. Commission Member Reports
- Mr. Cardenas reported that El Centro submitted an invoice to Caltrans local assistance on November 16, 2018 for the Main St. project. This was regarding previous reports listing El Centro on the inactive list.
  - Mr. Predmore stated that the City of Holtville's Christmas tree lighting will be on November 29, 2018.
  - Mr. Ritchie stated that the City of Westmorland had a successful Honey Festival.

## VI. ACTION CALENDER

### A. 2018 Active Transportation Program Regional Guidelines

The item was briefly presented by Mr. Baza but could not be approved due to a lack of quorum. The item will be on the December agenda for review and approval. The backup can be found on page 36 of this agenda.

## VII. INFORMATION CALENDER

### A. Congestion Mitigation Air Quality (CMAQ) & Surface Transportation Block Grant (STBG) 2018 Call for Projects Guidelines

Mr. Baza provided a presentation regarding the Call for Projects for both programs. He stated that approximately \$12.8 million may be available over a three-year period

beginning in FFY 2019/20 and ending in FFY 2021/22. This item will be on the December agenda for adoption with a revised Call for Projects Schedule.

**VIII. NEXT MEETING DATE AND PLACE**

- A. The next meeting of the Imperial County Transportation Commission will be held on **Wednesday, December 12, 2018 at 6:00 p.m.**, at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

**IX. ADJOURNMENT**

- A. Motion to Adjourn  
Meeting adjourned at 6:53 p.m. without a motion.



1503 N. IMPERIAL AVE., SUITE 104  
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**TECHNICAL ADVISORY COMMITTEE**  
**DRAFT MINUTES**

November 15, 2018

Present:

Gordon Gaste	City of Brawley
Javier Luna	City of El Centro
Isabel Alvarez	City of Imperial
Veronica Atondo	County of Imperial
Jose Castaneda	County of Imperial
Joel Hamby	City of Westmorland

Others:

Mark Baza	ICTC
Virginia Mendoza	ICTC
Cristi Lerma	ICTC
Beth Landrum	Caltrans
Joseph Chua	Caltrans
Kevin Hovey	Caltrans
Debora Ledesma-Ribera	Caltrans
Erika Garcia	The Holt Group

1. The meeting was called to order at 10:17 a.m. A quorum was present and introductions were made. There were no public comments made.
2. A *motion* was made to adopt the minutes for September 27, 2018, ([Hamby/Atondo](#)) **Motion Carried.**
3. ICTC Updates / Announcements  
(By Virginia Mendoza and Mark Baza)
  - a. Transit Planning Updates:
    - The 2018 Short Range Transit Plan (S RTP) will hold a public workshop on November 28, 2018 at the ICTC offices. It is anticipated that the consultant will present the final draft to the Commission on December 12, 2018.
  - b. Transportation Planning Updates:
    - Mr. Baza provided an update on the State Route 86 Border Patrol checkpoint lane widening project. A recent meeting with all stakeholders concluded that the project is considerably under budget for construction. The consultant is

working on cost savings, and it was requested that Border Patrol attain additional funding through their federal funds.

- c. FFY 2019-20 Programmed Project Updates
    - Ms. Mendoza used the list on page 10 of the agenda to attain an update from all agencies that were present regarding federally funded projects under CMAQ, RSTP, ATP programs including earmarks. Requests for authorization (RFA's) are due to Caltrans by February 2019.
  - d. SB 1 2018 Local Partnership Program:
    - Ms. Mendoza informed all agencies that the city of Westmorland will not be using the funding through this program. An updated amount will be sent to all agencies once it is formulated, with further information.
  - e. LTA Updates:
    - Ms. Mendoza asked the cities of Brawley and Calexico to provide an update regarding the balance on their respective LTA bonds.
4. Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) 2018 Call for Project Guidelines

Ms. Mendoza informed TAC members of the Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) 2018 Call for Project Guidelines that will be brought forth to the TAC for discussion and recommendation for approval by the Commission. The funding estimates and schedule are below.

CMAQ Funding Estimates:

FY2019/20	FY2020/21	FY2021/22	TOTAL
\$1,756,009	\$1,755,380	\$1,754,739	\$5,266,128

STBG Funding Estimates:

FY2019/20	FY2020/21	FY2021/22	TOTAL
\$2,543,965	\$2,541,496	\$2,538,979	\$7,624,440

Call for Projects Schedule:

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February 28, 2019	TAC approves project selection recommendations
March 13, 2019	Management Committee approves project selection recommendations
March 27, 2019	Commission approves project selection recommendations

5. SCAG Updates / Announcements:

- There were none.
6. Cities and County Planning / Public Works Updates:
    - There were various local agencies that gave an update on their local projects in progress.
  7. Caltrans Updates / Announcements
    - Ms. Ledesma-Ribera gave a step by step overview of the revised Exhibit 9-D to assist in calculating the new Disadvantaged Business Enterprise (DBE) goal for local agencies. The new goal is 17.6% for federal fiscal years 2018-19 to 2020-21. Previously it was 12.5%.
    - Mr. Chua provided all with a Local Assistance handout with all their updates.
    - Ms. Landrum stated that Sustainability grants for FY 2019/20 are due on November 30, 2018 to Caltrans.
  8. General Discussion / New Business
    - There was none.
  9. Meeting adjourned at 11:22 a.m.



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**SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL**

**MINUTES-DRAFT**

November 7, 2018

Present

Voting Attendees:

Ted Ceasar – Chair	Consumer
Michael Hack – Vice Chair	Consumer
Debora Garcia	Imperial County Public Authority/IHSS
Kathleen Lang	California Health & Wellness
David Aguirre	CTSA– ICTC
Maricela Galarza	CTSA– ICTC
Gustavo Gomez	CTSA– ICTC

Non-Voting Attendees:

Karla Aguilar	IVT/IVT Access/IVT Ride/IVT MedTrans
Karla Pacheco	IVT/IVT Access/IVT Ride/IVT MedTrans
Eric Estell	IVT/IVT Access/IVT Ride/IVT MedTrans
Helio Sanchez	IVT/IVT Access/IVT Ride/IVT MedTrans
Erika Martinez	ARC-Imperial Valley

1. Mr. Ceasar called the meeting to order at 10:08 a.m. **A quorum was present.** Introductions were made.
  - Mr. Aguirre introduced Gustavo Gomez as the new Regional Mobility Coordinator.
2. Minutes adopted for October 3, 2018 ([Hack, Lang](#)), **Motion Carried.**
3. CTSA Reports:

Mr. Aguirre had the following updates:

- Short Range Transit Plan will hold a public workshop on November 28, 2018, located at ICTC office, 1503 N. Imperial Ave., Suite 104. Further information will be emailed to SSTAC members.
- Bus Stop inventory list will be completed by the end of December.
- Outreach was conducted in Calexico for the Senior Health Fair and in Calipatria for the Resource Fair.
- MedTrans fare will be increasing January 1, 2019.

- Proposed amount to Commission was the following;
  - Category A: \$22.50 (50% increase)**
  - Category B: \$45.00 (50% increase)**
  - PCA: \$10.50 (50% increase)**
  - With a lower farebox of 10%**
    - o Commission staggered the increase to 25% the first year (January 2019) and the other 25% on the second year (January 2020)
    - o Farebox was approved to reduce from 15% to 10%
- Beginning January 1, 2019, the new fare will be the following:
  - Category A: \$18.50 (25% increase)**
  - Category B: \$37.50 (25% increase)**
  - PCA: \$8.50 (25% increase)**
- Beginning January 1, 2020, the new fare will be the following:
  - Category A: \$22.50 (25% increase)**
  - Category B: \$45.00 (25% increase)**
  - PCA: \$10.50 (25% increase)**
- Mr. Sanchez announced that user notices were posted on buses to inform passengers on upcoming changes.
- If MedTrans service still continues to have a shortfall, ICTC will need to need to revisit the issue.
- The MedTrans public hearing consisted of positive comments of service. There hasn't been an increase since 1994.
- Imperial Transfer Center is moving along and is expected to be completed by the end of December.

4. Agency Presentation/Discussion:

Dr. Lang provided a presentation on California Health & Wellness mission, purpose, statistics, services, benefits and partnerships. (*Presentation attached pgs.6 &7*)

- Dr. Lang mentioned that she will attend a meeting with MTS, regarding the appropriate fare negotiation (MedTrans reimbursements).
- Mr. Aguirre asked if she can please provide details of the meeting.

5. Transit Operator Reports:

- Imperial Valley Transit: There were no updates to report.
  - o Statistics for 1<sup>st</sup> quarter were presented.
- IVT Access: There were no updates to report.
  - o Statistics for 1st quarter were presented.
- IVT Ride: There were no updates to report.
  - o Statistics for 1st quarter were presented.
- IVT MedTrans: There were no updates to report.
  - o Statistics for 1st quarter were presented.

6. General Discussion

- Mr. Aguirre informed agencies that if there are any upcoming events, to please let ICTC know to



see if availability of time allows our participation. If flyer for event is provided, ICTC can post it on social media. Any information can be forwarded to Ms. Galarza.

- Mr. Hack asked, if the bus stop on Scott avenue will be improved?
  - o Mr. Aguirre informed him that in the past, the location of the bus stop was owned by the resident (owner) of property and did not agree to any changes at the time. It is now owned by the city, so he will get in contact with the city.
- Mr. Sanchez announced that Stuff a bus event and Veteran's free ride event are upcoming in mid-November. Flyers have been posted on buses and some flyers are planned to be dropped off at some locations.
- Mr. Aguirre added that events are being announced on different media such as radio, Facebook and Twitter. Stuff a bus is an event that allows passengers ride for free in exchange for any dry or canned food item (only IVT). Veteran's ride free when presenting a military ID to the driver (only IVT Access, IVT Ride and IVT). Services are looking forward to a passenger increase during this period (11/5-11/16).
- Ms. Garcia announced that there will be a 2018 Caregiver Appreciation Health and Resource Fair on Wednesday, November 14, 2018, at the Department of Social Services-CalWorks building, 2895 S. 4<sup>th</sup> St., from 1:30pm to 3:30pm. Participating agencies are recommended to start setting up by 12:30pm. There is a total of 30 participating agencies. Agencies are requested to provide a raffle basket (prize).
  - o Dr. Lang asked what is the deadline to register?
  - o Ms. Garcia responded that registrations will be taken up until the day before the event.

#### 7. Adjournment

- Meeting adjourned at 10:54 a.m. ([Lang,Hack](#)), **Motion Carried.**
- Next meeting will be held on December 5, 2018, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

# **V. REPORTS**

- A. ICTC/LTA EXECUTIVE DIRECTOR REPORT
- B. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REPORT
- C. CALTRANS REPORTS



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

## Memorandum

**Date:** December 7, 2018  
**To:** ICTC Management Committee Meeting  
**From:** Mark Baza, Executive Director  
**Re:** Executive Director's Report

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The following is a summary of the Executive Director's Report for the Management Committee Meeting on December 12, 2018

- 1) **Rotation of Chair and Vice-Chair for 2019:** The ICTC Management Committee and the Commission have historically rotated the Chair and Vice Chair positions from amongst the member agencies. Both of these positions serve for a period of approximately one year. This will be an action item on the agenda in January.
- 2) **Federal Triennial Review:** The Federal Transit Administration (FTA) is conducting a Triennial Review of the Imperial County Transportation Commission in early 2019. The review determines whether a grant recipient and its subrecipients are administering its FTA-funded programs in accordance with 49 U.S.C. Chapter 53, Federal transit law provisions. It assesses the recipient's management practices and program implementation to ensure that the programs are administered in accordance with FTA requirements and are meeting program objectives. Grant subrecipients that may be included in this cycle include the Cities of Brawley, El Centro and Imperial for the transfer terminal projects.
- 3) **LTA Audit for FY 2017-18:** The Pun Group consultant team visited the ICTC offices the last week of October. They have scheduled visits for Calipatria and El Centro on Dec 3<sup>rd</sup> & 4<sup>th</sup>, Imperial on Dec 5<sup>th</sup> & 6<sup>th</sup>, Westmorland and the County of Imperial on Dec 11<sup>th</sup> & 12<sup>th</sup>, Calexico on 13<sup>th</sup> & 14<sup>th</sup>, Holtville on Dec 18<sup>th</sup> & 19<sup>th</sup> and Brawley on Jan 7<sup>th</sup> & 8<sup>th</sup>.
- 4) **TDA Article 3, Bicycle and Pedestrian Project Funding for Fiscal Year 2018-19:** ICTC will include an item on TAC's agenda for the month of January to request project proposals for FY 2018-19 TDA Article 3 Funds. The amounts for each of the agencies are listed below.

Brawley	\$26,343
Calexico	\$34,655
Calipatria	\$12,246
El Centro	\$37,295
Holtville	\$13,900
Imperial	\$21,603
Westmorland	\$11,395
County	\$31,563

- 5) **STUFF A BUS IVT Bus canned goods food collection campaign:** ICTC coordinates an annual canned food collection campaign utilizing IVT services. Passengers can supply a dry or canned food item in exchange for a free bus ride from November 5<sup>th</sup> to November 16<sup>th</sup>, 2018. *IVT and ICTC delivered all items to the Food Bank for a total of 1,783 pounds of food items delivered, which was 400 plus more from 2017 and double from 2016.*
- 6) **IVT, IVT Ride and IVT Access Veteran's Appreciation Week:** IVT, IVT Ride and IVT Access provided free trips to veterans as a thank you for their service from November 5<sup>th</sup> to November 12<sup>th</sup>, 2018.
- 7) **State Route 86 (Northbound) Border Patrol Checkpoint:** In August 2017 following a year of coordination, Caltrans, the County of Imperial and ICTC met with CBP management and operations staff achieved consensus for a new conceptual alternative prepared by Caltrans. The LTA Board met on September 27, 2017, staff presented the Board with a fund request for \$1.3 million from the 5% Regional Highway Set-Aside from the Measure D allocations. The request was approved. Staff met with Caltrans and CBP on December 20, 2017 at the ICTC to finalize agreements and discuss next steps. A meeting was held on February 13, 2018 with CBP, Caltrans, County of Imperial and ICTC at the ICTC offices. The project team proposes to design and construct two lanes for primary inspection, a newly constructed canopy placed over State Route 86, and two lanes of secondary inspection to use during peak periods. A Consultant Agreement with AECOM for design and construction engineering was approved by the LTA on February 28, 2018. *Currently design is underway by the consultant. A draft of 35% plans were completed and submitted for review on October 12, 2018. Stakeholders are scheduled to meet on November 13, 2018 at the ICTC Offices to review comments received from stakeholders.*
- 8) **2018 Short Range Transit Plan (SRTP):** 2018 Short Range Transit Plan (SRTP): ICTC staff developed a Request for Proposals (RFP) that was released on September 1, 2017 to complete an update to the 2011 Short Range Transit Plan (SRTP). This is a planning document that identifies transit services and capital improvements over the next three to five year period, with expected available resources. The bilingual public participation and outreach component has concluded. The consultant team is currently reviewing and analyzing data; and preparing a list of proposed service improvements to evaluate and prioritize recommendations for service changes and additions. *A public comment period was available and a public workshop was conducted on 11/28/18 from 10:00-2:00 p.m. at ICTC's office. The consultant will present the final draft to the Committee and the Commission at the December meetings.*
- 9) **Forage Export Analysis:** In collaboration with the Southern California Association of Governments (SCAG) and the Imperial Valley Economic Development Corporation, ICTC will be hosting a meeting to discuss trade and export in Imperial County focusing on forage products. This meeting will further goods movement and planning activities in Imperial County. The meeting will include a presentation from SCAG on Forage Product: Export Trade Market Analysis. This meeting is scheduled for Wednesday, December 19, 2018.
- 10) **Imperial Mexicali Binational Alliance Meeting:** A Strategic Planning Meeting by the IMBA Memorandum of Understanding Signees was held on Thursday, October 11, 2018 and members discussed the 2018 accomplishments and established 2019 goals and objectives. A regular IMBA meeting followed the Strategic Planning meeting where updates of the Calexico West and East Ports of Entry were discussed. In addition, the economic development agencies of the Mexicali Industrial Commission and the Imperial Valley Economic Development Corporation provide updates on new investments coming to the Imperial-Mexicali region. *The next IMBA meeting is planned for Thursday, December 13, 2018 in the City of Mexicali.*
- 11) **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.

- 12) **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 <a href="#">ICTC website here</a> .
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 beyond FY 2018/2019. *According to CTC staff, all Imperial County cities and the county have completed their project submittals for FY 2018/2019 and are eligible for funding distribution.*

Agency	RMRA Amount FY 2018-2019
Brawley	\$447,168
Calexico	\$679,536
Calipatria	\$127,950
El Centro	\$757,701
Holtville	\$103,871
Imperial	\$309,836
Westmorland	\$38,227
County of Imperial	\$7,748,702
<b>TOTAL</b>	<b>\$10,212,991*</b>

*\*City estimate source is from California League of Cities -*  
<http://www.californiacityfinance.com/LSR1801.pdf>

- 13) **Rio Vista and Pioneers Memorial Hospital Bus Stops:** ICTC has engaged in several discussions with the City of Brawley Staff regarding the potential relocation of the existing bus stops along Rio Vista Avenue/SR78 and at Pioneers Memorial Hospital. Caltrans is currently completing improvements to SR 78 and will be providing on street concrete bus pads with an approximate value of \$80,000.
- 14) **Imperial Valley Council of Governments (IVCOG):** *As a follow-up to our recent Commission meeting on October 24, 2018, staff was directed to schedule a meeting with Assemblymember Eduardo Garcia to discuss*

legislation that would amend ICTC's authority to include non-transportation programs. A conference call was scheduled for December 4, 2018.

- 15) **2018 ICTC Bus Stop Bench and Shelter Inventory:** 2018 ICTC Bus Stop Bench and Shelter Inventory: The Project Consultant team Kimley Horn and Associates, and Agency Stakeholders from ICTC, Brawley, Calexico, El Centro and Imperial met on January 31, 2018 to review and discuss the current status of the ICTC Bus Stop Inventory, Signage Replacement and Technology Assessment Project. The items reviewed included the consultant prepared Bus Stop Inventory, Asset Condition Report, ADA Assessment Report, Bus Stop Usage Priority List and Bus Stop Signage installation parameters and requirements. ICTC and member agency staff have worked together to complete the priority list for implementation and pursuit of funding. Bus stop signage specifications with specific route information have been finalized. The consultant and staff are working towards finalizing the Technology Memorandum which will provide ICTC with possible technology solutions for the fixed route bus system. *Staff anticipates providing a presentation of project materials at the January 2019 commission meeting.*
- 16) **Preparation of FTIP 2019:** The 2019 Federal Transportation Improvement Program (FTIP) Guidelines have been prepared to facilitate the work of the County Transportation Commissions (CTCs) (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura Counties), transit operators, and the State of California Department of Transportation Caltrans) in development of county Transportation Improvement Programs (TIPs) for inclusion in the Southern California Association of Governments (SCAG) 2019 FTIP. These Guidelines assist in the development of the county TIPs that fulfill the legal, administrative and technical requirements prescribed by the law and which minimizes duplicate efforts by the CTCs, Caltrans, SCAG and/or other agencies. *The ICTC Board approved the resolution in February and was submitted to SCAG to proceed with project analysis. 2019 FTIP conformity determination by federal agencies is scheduled for mid-December 2018.*
- 17) **SCAG's Sustainability Grant Program – Imperial County Regional Climate Action Plan:** ICTC was awarded a SCAG Sustainable Planning Grant to develop a Regional Climate Action Plan. ICTC staff will work in collaboration with SCAG staff to develop and release a request for proposal to select a consultant that will develop the Regional Climate Action Plan. ICTC will serve as the day to day project manager and SCAG staff will serve as the administrative project manager. The goal of the project is to develop a regional framework for addressing Green House Gas (GHG) emissions for a Regional Climate Action Plan that allows each local agency to customize and fit into the context of the community each jurisdiction serves, that can be used at the local level in the development of jurisdiction – specific Climate Action Plans (CAPs). *ICTC and SCAG are in the process of completing the consultant selection process and anticipate an award in December 2018.*
- 18) **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. *A kickoff meeting was held with the Psomas, ICTC, and the City of Calexico staff on November 5, 2018.*
- 19) **Calexico West Port of Entry Traffic Circulation Plan:** Caltrans authorized a special planning grant to perform a traffic management study to assist the City of Calexico and the Imperial Valley region to analyze and propose traffic management strategies and alternatives to serve traffic flow for the Calexico West Port of Entry expansion. SCAG, Caltrans and ICTC have led the Traffic Circulation Plan in partnership with the City of Calexico, Customs and Border Protection and General Services Administration. The Request for Proposals (RFP) was completed and the consultant selected was KOA. A series of public stakeholder meetings were held to develop the Plan. In attendance at the technical stakeholder meetings has been staff from KOA, ICTC, Caltrans, City of Calexico, GSA, CBP, and Mexican Aduanas. A public workshop has held prior to the July 10<sup>th</sup> southbound traffic shift opening to inform the public of the changes. A second public workshop was held on August 23<sup>rd</sup> to inform the public of the northbound traffic shift opening. The expansion of the POE was

completed on September 11, 2018 and the new northbound and southbound access points to the POE are at Second Street and Cesar Chavez Boulevard. On September 11<sup>th</sup> the northbound traffic shift took place. *The KOA consultant team plans to conduct traffic counts and observation during the week of November 5<sup>th</sup> to analyze the traffic after the north and southbound traffic shifts have been in operation.*

- 20) **State Route 98 and Cesar Chavez Blvd.:** As part of the POE Expansion project, SR-98 and Cesar Chavez Boulevard are being 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. Caltrans is working on a second segment on SR-98 between Rockwood Avenue and Ollie Avenue is in the design and right-of-way phase. ICTC and Caltrans submitted a grant application through SB 1 Trade Corridor Enhancement Program. The CTC approved \$3.4 million from the SB 1 Trade Corridor Enhancement Program to complete construction. Cesar Chavez Blvd is under construction by the City of Calexico and is scheduled for completion in March 2018.*
- 21) **Calexico East Port of Entry Bridge Expansion over the All American Canal Project:** ICTC submitted the Calexico East Commercial Vehicle Port of Entry Expansion Project under the California Sustainable Freight Action Plan: Pilot Project Ideas. The proposed elements of the Calexico East Expansion include: bridge expansion, commercial vehicle primary inspection booths and road construction is estimated at \$65 million. ICTC is pursuing discretionary freight program funding for the bridge expansion for an estimated total cost of \$28 million. Pending the possible funds for the bridge expansion, ICTC will pursue a donation authority request to U.S. Customs and Border Protection. In October 2017, ICTC staff coordinated with Caltrans to submit an application for grant funding under the State's Freight funding available under SB-1 and the State's share of the 2015 federal transportation bill (FAST Act), response for this grant program in May 2018. The CTC approved our request for \$3 million to complete the project approval and environmental process for the bridge expansion. *On October 23, 2018, Caltrans and ICTC hosted a kick-off meeting with IID, GSA and Bureau of Reclamation at the ICTC Offices. An environmental staff meeting between project stakeholders will be held at the ICTC offices on Monday, November 26, 2018.*
- 22) **Heber Bus Stop & Pedestrian Access Improvements on State Route 86:** The community of Heber has had a need to improve pedestrian and bus stop access along State Route 86. The ICTC Commission granted the use of Regional Set-Aside Local Transportation Authority (LTA) funds for the project. Caltrans has served as the project lead; the first phase was recently completed in November 2017. Phase 1 included bench, bus shelter and ADA access improvements. Phase 2 was recently completed in mid-June 2018 and consisted of curb and sidewalks improvements from Parkyns Ave to Heber Ave. *Phase 3 will also have curb and sidewalk improvements and is located between Heffernan to Parkyns Ave. ICTC participated in a Heber Community Outreach event together with County Public Works and led by Supervisor Plancarte. The County of Imperial discussed sidewalk pavement projects, and ICTC gave transit updates and a status of the SR-86 improvements. The Phase 3 construction improvements have been completed and project is nearing completion and closeout. A ribbon cutting will be scheduled soon.*
- 23) **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. *Currently, ICTC staff is working with the local agencies to identify projects that will utilize FY2017/2018 and FY2018/2019 funding in the amount of \$1.632 million. Local agencies will need to submit eligible projects by December 20, 2018 to ICTC staff. All eligible projects will be forwarded to CTC for a March 2019 allocation vote.*

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](http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended_LPP%20Guidelines.pdf)

24) **State and Federal funding Obligations:** Beginning October 1, 2018, agencies are allowed to move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Regional Surface Transportation Program (RSTP) and Active Transportation Program (ATP) programmed in FY 2018/2019.

<b>FY2018/2019 Project List</b>							
<b>Agency</b>	<b>Project Name</b>	<b>Funding Type</b>	<b>Phase</b>	<b>Federal Amount in FY2018/19</b>	<b>Local Match</b>	<b>Total Phase Cost</b>	<b>Status</b>
Brawley	Paving of dirt road Wildcat Dr. from S. Western Ave. to S. First St.	CMAQ	CON	\$708,000	\$92,000	\$800,000	Pending
Calipatria	Roadway and pedestrian improvements on N. Brown from E. Alamo St. to Delta St.	CMAQ & RSTP	CON	\$958,000	\$125,000	\$1,083,000	Pending
El Centro	Imperial Ave. Extension South	RSTP	CON	\$653,000	\$3,197,000	\$3,850,000	Pending
Imperial County	Heber Ave. from Hwy 86 to Correll Rd. and S. of Hwy 86 to Fawcett Rd.	EARMARK	CON	\$1,017,000	\$0	\$1,017,000	Pending
Imperial County	Conservation easement, access improvements, parking facilities at Desert Museum	EARMARK	CON	\$720,000	\$0	\$720,000	Pending
Imperial County	Rio Vista St. in Community of Seeley	CMAQ	CON	\$145,000	\$19,000	\$162,000	Pending
Imperial County	Sidewalk improvements on Rio Vista St. in Seeley	CMAQ	CON	\$1,189,000	\$178,000	\$1,365,000	Pending
ICTC & Caltrans	Calexico Est POE Truck Crossing Improvement	SB1 TCE	ENG	\$3,000,000	\$0	\$3,000,000	Pending
SDSU	SDSU Parking lot & ADA access improvements	EARMARK	ENG	\$42,000	\$0	\$42,000	Pending
ICOE	Project Ride, Walk, Learn	ATP	CON	\$224,000	\$0	\$224,000	Pending



Westmorland	Paving of dirt roads H St. & 8 <sup>th</sup> St. segments	CMAQ	CON	\$350,000	\$45,000	\$395,000	Pending
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**Regional Total FY2018/2019 \$12,658,000**

25) **Imperial Transit Park Project:** ICTC obtained funding to complete a bus stop facility in the city of Imperial. The project improvements will include the installation of concrete bus pads, sidewalks, curb returns, pavement, landscaping, a parking lot, bus shelters and various other amenities. The project was awarded to Pyramid Construction for approximately \$1.8 million and construction activities are expected to begin in late August 2018. The city of Imperial had the project groundbreaking ceremony on August 9, 2018. The project has an anticipated construction period of 120 calendar day and is currently underway. Completion is scheduled for January 2019.

26) **Partnerships with IVEDC:**

a) **Southern Border Broadband Consortium (SBBC):** ICTC in partnership with IVEDC received a California Advanced Services Regional Consortia Grant award of \$450,000 from their Rural and Regional Consortia program. The grant will cover a 3-year period. ICTC will be the fiscal agent and is working on developing an MOU which will define roles and responsibilities (Audits, Administration and Project Management) for ICTC and IVEDC. Since award, IVEDC staff has been meeting monthly with Consortia members and other webinars toward development of strategies for providing Broadband services for underserved communities. On April 27, 2018, the SBBC held its quarterly meeting highlighting activities by key stakeholders in San Diego and Imperial Valley. *SBBC has been setting up meetings with many agencies and ISPs throughout this quarter. Timothy Kelley and Glenna Barrett have presented at several board meetings in San Diego and Imperial Counties in the past few months. The quarterly meeting was held in El Cajon in April. SBBC have assisted in quite a few grant applications and helped with the ICCEDS. Staff provided an oral update at the Commission meeting on August 22, 2018.*

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 has initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA. The Steering Committee consisting of agency partners and stakeholders met on August 22, 2018. The draft QAPP is nearing completion. The first community outreach meeting was held on October 11, 2018. The consultant and IVEDC presented an overview of the project and the opportunities available for property owners to consider participating and requesting Phase 1 or 2 Brownfield Assessments.*

27) **California HERO Program:** The California Hero Program was launched in April 2014 in Imperial County with ICTC as the administering agency. A copy of the program activity report up to October 2018 is attached for your review.

28) **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.*

- 29) **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. *\$275 million for Phase 2 has been identified in the President’s budget for FY 2018/2019 and is pending Congressional approval.*
- 30) **I-8 / Imperial Avenue Interchange Reconstruction:** ICTC staff submitted the 2018 State Transportation Improvement Plan to the CTC on December 15, 2017. Caltrans is working to complete the right-of-way acquisition, utility relocation and final design. As presented to the CTC, the current schedule to begin construction is in FY 2019/2020. Mr. Baza presented the STIP recommendations to the CTC at the STIP Hearing on January 25, 2018. The 2018 STIP was adopted by CTC at the March 2018 meeting. *ICTC staff will work with Caltrans and City of El Centro staff to coordinate a meeting to discuss the project schedule of the interchange and the Imperial Avenue Extension South projects.*
- 31) **Active Transportation Program (ATP) Augmentation Planning Grant Opportunity:** As a part of Senate Bill (SB) 1, the 2017 Active Transportation Program (ATP) Augmentation is funded from the approximately \$200 million allocated from the Road Maintenance and Rehabilitation Account to the ATP in fiscal years 2017-18 and 2018-19. The Road Maintenance and Rehabilitation Account funds are state funds. The CTC has announced ATP Cycle 4 Call for Projects at the state level. The Cycle 4 Call for Projects is expected to include about \$440M in ATP funding made up of Federal funding and State SB1 and State Highway Account (SHA) funding. The funding/programming years are expected to include 19/20, 20/21, 21/22 and 22/23 funding years. Applications were due on July 31, 2018. For more information refer to the Caltrans ATP page: <http://www.dot.ca.gov/hq/LocalPrograms/atp/cycle-4.html>

2018 Cycle 4 ATP applications for Imperial County include the following applications:

Agency	Project	ATP Amount	Non-ATP Amount
City of Calexico	Calexico New River Parkway Project	\$2,489,000	\$100,000
Imperial County	Orchard Road Bike Lane from I-8 to Holtville City Limits	\$1,719,000	\$225,000
Imperial County	Sidewalk Improvements on West Side Heber Ave. from 10th St. to Fawcett Rd.	\$923,000	\$122,000
Imperial County	Sidewalk Improvements on Heffernan Ave. from 14th St. to 10th St.	\$642,000	\$85,000
Imperial County	Sidewalk Improvements on Heffernan Ave. from 11th St. to 6th St.	\$1,311,000	\$172,000
City of Calipatria	City of Calipatria Non-motorized Community Safety Project	\$4,517,000	\$46,000

- 32) **Westshores Transit Opportunities:** Westshores Transit Opportunities: As part of the Short Range Transit Plan, ICTC has explored connection opportunities with Sunline Transit who serves the Coachella Valley region. ICTC and Sunline Transit have discussed pursuing grant opportunities for interregional transit services to/from Westshores and Coachella. ICTC and Sunline Transit continue to have regular dialogue about the potential opportunities most recently engaging in discussions in September 2018.
- 33) **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. The study is scheduled to be completed in 2019.

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

- November 1, 2018 – SCAG Regional Council Meeting in Los Angeles, CA

- November 12-14, 2018 – CalACT Conference in Napa, CA (attended by ICTC staff)
- November 14, 2018 – ICTC Management Committee Meeting in Calexico, CA
- November 15, 2018 – IVEDC’s Annual Dinner in Brawley, CA
- November 29-30, 2018 – CARL Program in Walnut Creek, CA (attended by staff)
- December 4, 2018 – California Transportation Commission (CTC) Meeting in Los Angeles, CA
- December 5, 2018 – ICTC SSTAC Meeting at the ICTC Offices
- December 5, 2018 – California Transportation Commission (CTC) Reception in Riverside, CA
- December 6, 2018- SCAG Economic Summit in Los Angeles, CA
- December 6, 2018 – PERMA Board Meeting in Cathedral City, CA (attended by staff)



California HERO Activity Report  
**Imperial County Transportation Commission**  
 Launch Date through November 30, 2018

**Program Activity through November 30, 2018**

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created***	Type of Projects			Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
									Energy	Water	Renewable			
Brawley	4/14/2014	5,762	325	195	\$5,325,337	108	\$1,456,041	13	124	0	39	97	1,103,997	287
Calexico	3/24/2015	7,439	704	399	\$12,952,480	237	\$3,061,191	28	227	4	98	250	2,711,235	694
Calipatria	3/24/2015	764	11	5	\$134,632	5	\$61,615	1	6	0	0	0	49,993	12
El Centro	5/23/2014	9,374	554	359	\$10,909,131	193	\$2,625,828	24	205	8	62	174	2,089,453	537
Holtville	3/24/2015	1,284	71	48	\$1,277,602	25	\$319,008	3	23	0	10	18	222,189	58
Imperial	6/10/2015	5,207	238	176	\$5,953,486	97	\$1,546,309	14	94	14	47	133	1,077,998	280
Westmoreland									<b>Inactive</b>					
Imperial County Unincorporated	11/14/2014	10,119	286	168	\$5,457,139	92	\$1,331,398	12	98	3	30	75	955,961	245
<b>Total</b>		<b>39,949</b>	<b>2,189</b>	<b>1,350</b>	<b>\$ 42,009,806</b>	<b>757</b>	<b>\$ 10,401,391</b>	<b>94</b>	<b>777</b>	<b>29</b>	<b>286</b>	<b>747</b>	<b>8,210,826</b>	<b>2,113</b>

\*\* Participation rate based off of funded projects

\*\*\* 1 job for every \$117,000 invested.



SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017  
T: (213) 236-1800 www.scag.ca.gov

## Memorandum

**Date:** December 12<sup>th</sup>, 2018  
**To:** ICTC Management Committee and Commission Meeting  
**From:** David Salgado, Regional Affairs Officer (RAO)  
**Re:** **Southern California Association of Government's Report**

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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 Management Committee and Commission Meeting December 12<sup>th</sup>, 2018.

- 1. 2019 SCAG RC Election:** In the early part of 2019 SCAG will hold an election for the Regional Council District 1 seat in collaboration with the California League of Cities. District 1 includes all 7 incorporated cities in Imperial County. The County of Imperial has its own RC seat. There will be a 30 notice for candidates followed by a posting of election date and time and notice of candidates. All elected officials are eligible to run for the seat and vote. Only those in attendance are able to cast a vote the day of the election. Please feel free to contact RAO David Salgado with any questions.
- 2. SCAG Go Human Campaign:** SCAG is entering the 3<sup>rd</sup> year of the GO-Human Marketing and Advertising Safety and Encouragement Campaign which has been implemented throughout the 6 county SCAG region. We've had great participation and engagement in Imperial County and would like to build upon the success. The new round of advertising will integrate Vision Zero and new messaging developed from gathered from direct feedback. The campaign will run through the month of May to coincide with "National Bike Month" and during July and August to promote safe walking and biking during "back to school." If any agencies would like to participate and partner with SCAG to promote GO Human, please reach out to SCAG Regional Affairs Officer (RAO) David Salgado or Assistant Regional Planner Julia Lippe-Klein (213) 236-1856.
- 3. SCAG Sustainability Grant Applications 2018:** The Southern California Association of Governments is accepting applications for the 2018 Sustainable Communities Program. For many years, SCAG has provided technical assistance and resources at no cost to local jurisdictions that support local planning and implementation of the Regional Transportation

Plan/Sustainable Communities Strategy (RTP/SCS) under the banner of the Compass Blueprint Program and later the Sustainability Planning Grant program. The program recognizes sustainable solutions to local growth challenges and has resulted in local plans that promote sustainability through the integration of transportation and land use.

**The goals of the 2018 Sustainable Communities Program are as follows:**

- Provide needed planning resources to local jurisdictions for sustainability planning efforts;
- Develop local plans that support the implementation of the 2016 RTP/SCS; and
- Increase the region's competitiveness for federal and state funds, including but not limited to the California Active Transportation Program and Greenhouse Gas Reduction Funds.

There are nine project types within the three project areas - Active Transportation, Integrated Land Use, and Green Region Initiative. More details can be found on the Sustainable Communities Program Guidelines website. **The deadline was extended to December 14<sup>th</sup>, 2018 to allow for more agencies to apply.** For more information please contact Imperial County RAO David Salgado.

4. **Regional Housing Needs Assessment (RHNA) Working Group:** As a part of the upcoming RHNA Cycle SCAG President Alan Wapner has appointed 2 elected officials from each SCAG county to participate in the SCAG RHNA Working Group. The group will meet periodically to ensure participation from each county throughout the RHNA development process. Imperial Counties' representative is City of Holtville Councilman, ICTC Commissioner, and SCAG Regional Council and Policy Committee Member Jim Predmore with Councilman Bill Hodge as the alternate. Please feel free to contact SCAG RAO David Salgado with any questions regarding RHNA or reach out to your local delegate to carry any concerns to the presidents sub-committee.

We appreciate everyone's responsiveness to requests to provide the most accurate and current information for the RHNA process.

5. **2019 SCAG General Assembly:** The 2019 SCAG General Assembly will be held May 2<sup>nd</sup> and 3<sup>rd</sup> at the J.W. Marriot Resort in Palm Desert, CA. Please save the date. All elected officials are provided complimentary registrations. Please feel free to reach out to SCAG RAO David Salgado with any questions regarding the general assembly.
6. **SCAG Executive Director:** On Thursday October 4<sup>th</sup>, 2018 the SCAG Regional Council took a number of actions pertaining to the SCAG Executive Director Position. The first action taken approved the resignation of Hasan Ikhata. The board also took action to appoint Darin Chidsey, former Chief Operating Officer, as the Interim Executive Director effective Monday October 8<sup>th</sup>.

To assist with the transition Hasan Ikhata will serve as Special Advisor to the Interim Executive Director through November 30<sup>th</sup>. SCAG President Alan Wapner will be establishing an ad hoc committee comprised of SCAG board officers to select and retain an executive search firm within 30 days for the permanent employment of a new Executive Director.

7. **SCAG Policy Committee Appointments:** At the April 5<sup>th</sup>, 2018 Regional Council Policy Committee meetings Imperial County Supervisor and Regional Council Member Luis Plancarte was appointed as the Vice-Chair of the Energy and Environment Committee (EEC). El Centro Mayor and SCAG Past President Cheryl Viegas-Walker was appointed as the Vice Chair of the Transportation Committee (TC) Vice-Chair.
8. **SCAG Downtown Los Angeles Relocation:** SCAG relocated to the new Downtown Headquarters located at The Wilshire Grand Center. The new address is 900 Wilshire Boulevard, 17<sup>th</sup> Floor, Los Angeles, CA 90017. The building is a brand new LEED Certified Class A Building and provides for a more advanced space for SCAG to grow into. The new space will also have improved spaces for SCAG's regular public meetings and workshops.
9. **SCAG 2017 Local Profiles:** 2017 Final Local Profiles are posted on the SCAG website and readily available. Hard copies may be provided upon request. Questions can be directed to Ping Chang or Mike Gainor at SCAG.
10. **2017 SCAG Presidents Strategic Plan (PSP) Update:** SCAG has convened a strategic planning committee composed of executive management, leadership, and staff in order to develop and update SCAG's Strategic Planning Document. The new SCAG Strategic Plan was adopted as one of the first items of the new year at the February 2018 Regional Council Meeting. The Strategic Plan has not been updated since 2009 and provides a framework for the agencies work Plan and continued success. Imperial County RAO David Salgado participated on the PSP Committee.
11. **2016 RTP/SCS FINAL APPROVAL:** On April 7, 2016, SCAG's Regional Council adopted the 2016 RTP/SCS, a long range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals. The Plan charts a course for closely integrating land use and transportation – so that the region can grow smartly and sustainably. It outlines more than \$556.5 billion in transportation system investments through 2040. The Plan was prepared through a collaborative, continuous, and comprehensive process with input from local governments, county transportation commissions, tribal governments, non-profit organizations, businesses and local stakeholders within the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura.

The 2016 RTP/SCS is available for download by chapter or as one file. Please note that some files are large and may take longer to download depending on individual connection speeds. We strongly recommend that you first download it onto your computer before opening the file. All files are in Adobe Acrobat PDF format. The executive summary is available upon request.



**Date:** December 7, 2018  
**To:** ICTC Management Committee  
**From:** Cory Binns, Caltrans District 11, District Director  
**Re:** **District Director's Report**

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The following is the California Department of Transportation, District 11 report for the Imperial County Transportation Commission (ICTC) Management meeting of December 12, 2018:

1. Project Updates:

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

2. Construction:

Interstate 8 (I-8) Continuously Reinforced Concrete Pavement Project (CRCP)

I-8 CRCP Project was divided into five segments with segments 1-3 being complete. The entire project is scheduled for completion in 2019.

Segment 4: This segment is divided into two sections located near El Centro from west of I-8/SR-111 separation to just west of Anderholt Road overcrossing and from east of the East Highline Canal Bridge to west of the I-8/SR-98 separation. This segment began construction on July 10, 2017. *Section One was fully open to traffic on September 28, 2018 with only minor work remaining which will cause temporary lane closures. On Section Two, westbound traffic was shifted onto Evan Hewes Highway on August 6, 2018 and paving has started in the westbound lanes. Work in Section Two is expected to continue through the end of 2019.*

Segment 5: Located near Winterhaven from west of Ogilby Road overcrossing to west of the I-8/SR-186 separation. This seven-mile segment began construction the week of June 12, 2017. *All lanes are opened with the project being completed ten months ahead of schedule.*



### 3. Traffic Operations:

#### SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans recently provided a design alternative with cost estimate to ICTC. The design will allow for two lanes for use by CBP under a newly constructed canopy to be placed over SR-86, and two lanes of secondary inspection during peak periods, which should reduce or eliminate queuing of traffic during these time periods. This was approved by the Commission in late 2017.

There was a delay during the Summer 2018, and the estimated 35% design completion is behind schedule. The plans were received on October 12, 2108 for review.

#### SR-98/C.N. Perry Intersection Improvements

Caltrans Highway Operations has placed the order for two new speed feedback signs, and is waiting for a delivery date from the manufacturer. A new Traffic Investigative Report (TIR) was generated to update existing school zone signs, pavement markings and to provide two rectangular rapid flashing beacons at the C.N. Perry Avenue pedestrian crossing. *It is expected that the installation will be complete in January 2019.*

#### All American Canal Bridge/SR-186

The BOR has requested that Caltrans investigate constructing a separate structure over the All American Canal. Caltrans has agreed to do a Feasibility Study to look at options. *On September 25, 2018 a meeting to review proposed alternatives was held with several of the agencies. A draft of the Feasibility Study should be available for review in December.*

### 4. Planning:

#### Calexico Traffic Management Plan

Caltrans has been awarded a grant from the Federal Highways Administration (FHWA) State Planning & Research funds, with an 80/20 in-kind match by the Imperial County Transportation Commission (ICTC) to fund a \$100,000 Traffic Management Plan (TMP) for access to the Calexico West Port of Entry (POE). *A Public Outreach Contract was also awarded which provided an additional \$60,000 for public involvement, workshops and communication strategies.*

This effort has a two-tier approach. Tier one has addressed access for opening day traffic conditions. Tier two will provide further analysis and recommendations for potential traffic shifts for the 60-90 day period beyond opening day conditions.

### Planning (continued):

*The Calexico West POE Expansion (Phase 1) is complete. The POE Expansion requires the City of Calexico to widen and improve Cesar Chavez Boulevard which will serve as future access to the POE. The City of Calexico recently held a groundbreaking ceremony, and construction has begun. It is anticipated that construction on Cesar Chavez Boulevard will be complete in Spring 2019.*

*The next portion of the TMP will focus on analyzing the traffic circulation patterns resulting from the traffic shifts, and make recommendations for improvements in the 60-90 day period post opening day conditions. The consultant recently completed a second set of data collection at key intersections for this effort.*

### Grants Underway:

#### Imperial County Active Transportation Plan

*The consultant performing work on the Imperial County Active Transportation Plan for Rural Communities has released the draft report which covers the areas of Salton City, Ocotillo, Seeley, Heber, Niland and Winterhaven/Bard.*

*The Plan prioritizes projects for improvements to pedestrians, bicyclists and access to transit for these six communities. A Public Hearing was held on November 8, 2018 at the County Administration Center from 4:00 p.m. to 6:30 p.m., at which residents are encouraged to attend and provide their comments and feedback on the Plan. This is a Caltrans funded grant and will be complete in February 2019.*

### **5. Senate Bill 1 Projects:**

Caltrans is currently working on three projects in Imperial County as a result of funding received through SBI. Those projects are as follows:

- SR-86 Pavement Improvement Project - Construction began July 9, and is expected to be complete by December 2018
- SR-111 & SR-98 Pavement Overlay - Construction began on September 17, 2018
- I-8, SR-86, SR-98, SR-111, SR-186 Bridges Project - Construction began in September 2018

*A fourth project received funding from the CTC for the Design and Environmental phases; for the widening of the bridge over the All American Canal at the Calexico East POE. An initial meeting was held in November with the involved agencies and stakeholders. Caltrans is providing design and environmental services for this project.*

## 6. Local Assistance:

### New Mail Station

Caltrans, District II, Local Assistance now has a new mail station.

Caltrans, District II  
Planning and Local Assistance Division  
4050 Taylor Street; MS-240  
San Diego, CA 92110

### Inactive Projects:

Inactive and future inactive invoices should be billed within the specified and agreed upon timeframe to avoid a unilateral deobligation of funds.

*As of October 10, 2018, the Inactive and Future Inactive list was updated. Action is required by the following agencies: Calexico, El Centro, Holtville, Imperial, Imperial County, and Westmorland. The next deadline to submit both Inactive and Future inactive invoices will be October 20, 2018.*

Note: An invoice is not cleared off the inactive or future inactive until it has been paid by the State Controller's Office.

A complete list of inactive projects can be found at the link provided below.

<http://www.dot.ca.gov/hq/LocalPrograms/Inactiveprojects.htm>

### Mandatory Requirements

*Federal Fiscal Year 18/19 Requests for Authorization/Obligation are due February 1, 2019: Please transmit funding Requests for Authorization (RFA) this federal fiscal year by February 1, 2019. Early RFA submittals will minimize delay to obtaining funding authorizations.*

*Obligation Authority Plan (Cycle 20) is due to Local Assistance for Federal FY 18/19 by January 15, 2019.*

*Agency's Obligation Authority Plan must indicate the amount of federal dollars being obligated for each project by fund type, and planned date of obligation. A request for information will be forthcoming.*

### Cooperative Work Agreements (CWA)-Cycle 16:

Government Code Section 16304.3 authorizes the Department of Finance (DOF) to extend state budget authority on all Local Assistance funding from six years to a maximum of eight years from the original year of appropriation upon DOF approval. Thus, for those agencies that are on the CWA Cycle 16 list, it is mandatory that the agency apply for an extension for your projects that an encumbrance will not be fully reimbursed or closed out by December 31, 2018.

### Local Assistance (continued):

The lapsing website shows those projects with unspent federal and/or state funding on June 30, 2019. A notification letter was sent to each agency.

All CWA extensions should have been submitted via an excel spreadsheet by October 19, 2018 at 5:00 p.m. via electronic and hard copy to District 11 CWA Liaison, Debora Ledesma-Ribera, indicating what course of action will be taken for each project on the Cycle 16 list. No late submittals will be accepted. An electronic copy of the list of projects is available at:

<http://www.dot.ca.gov/hq/LocalPrograms/CWA/cwa.htm>

The excel spreadsheet may be signed by a project manager. If the agency opts out of submitting the CWA request, the agency must indicate “NO CWA” on the excel spreadsheet along with a signature. If you have questions, please contact Debora Ledesma-Ribera at (619) 278-3766 or via email at [Debora.Ledesma-Ribera@dot.ca.gov](mailto:Debora.Ledesma-Ribera@dot.ca.gov)

Please note: There is no appeal process for CWA requests denied by DOF. April 1, 2019 is the deadline for local agencies to submit all final invoices for funds that will lapse on June 30, 2019.

### DBE Methodology Update

For all federal contracts (consultant and construction) that will be advertised or authorized on October 1, 2018 or thereafter, local agencies must use the updated Exhibit 9-D template to calculate Disadvantaged Business Enterprise (DBE) goals.

### Download Updated Exhibit 9-D

Background: On July 31, 2018, Caltrans submitted the Proposed Overall DBE Goal and Methodology of 17.6 percent for 2018-19 through 2020-21 to the Federal Highway Administration, and California must make efforts to achieve this target on all DBE commitments effective October 1, 2018. Updates to the DBE contract goal methodology now require federal local assistance contracts to base goals on a seven DBEs available per sub-contractable task and factoring the total DBE work made available by 80 percent. Supply and trucking component calculations remain unchanged at 12 percent and ten percent, respectively, for all tasks that are not determined to be sub-contractable. The latest Local Assistance Procedures Manual (LAPM) forms can be found on our LAPM Forms Page: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

## Local Assistance (continued):

### Division of Local Assistance Listserver Email Subscription

Sign up for a Division of Local Assistance “*Listserver*” to receive significant updates or additions to Local Assistance webpages, including changes to the *Local Assistance Procedures Manual* (LAPM) and Local Assistance Program Guidelines (LAPG), new Office Bulletins and Local Programs Procedures, as well as Calls for Projects.

<http://lists.dot.ca.gov/mailman/listinfo/dla-website-updates-announce>

HBP October Survey backup list was completed on October 26, 2018. While MPOs program lump sum backup list is in the 2019 RTIP, the Local Agencies shall program their individual Line Item bridges. The HBP funding HOLD on PE, RW, and CON would not be removed for E-76 obligation if Caltrans does not have the updated LAPG 6-A/6-D reflecting/matching the project October 2018 survey to your assigned Area Engineer.

### HBP Project Programming Prioritization Policy Update

Office Bulletin (OB) 18-02 announces new policy for the HBP regarding new project application processing. See the link below for more information:

<http://www.localassistanceblog.com/2018/06/19/policy-update-ob-18-02-hbp-project-programming-prioritization-policy/>

### Division of Local Assistance Blog (LAB)

The Caltrans Local Assistance Blog (LAB) provides clarity on issues and contributes to the successful delivery of transportation projects using federal resources. Categories covered by the LAB are: Subsidized Classes for Local Agencies, Policy/Procedures, Program Guidelines, Training, Environmental, and Right of Way.

<http://www.localassistanceblog.com>

### Reminder: Local Assistance Customer Service Survey

This pilot program supports a Caltrans Strategic Management Plan Goal: Organizational Excellence. An external survey ranked Local Assistance as the Division of Caltrans that external agencies interact with most on a regular basis. HQ-Division of Local Assistance and District Offices will recognize employees who go “above and beyond,” document best practices and identify needed training.

So, how did we do? Help us serve you better! The Caltrans Local Assistance Customer Service Survey can be found at the link provided below.

<https://www.surveymonkey.com/r/CTLocalAssistanceFeedback>

## Local Assistance (continued):

### Training

For questions or to register for any training, you may contact Local Assistance Training Coordinator, Alma Sanchez at (619)278-3735 or via email at: [Alma.Sanchez@dot.ca.gov](mailto:Alma.Sanchez@dot.ca.gov).

### Subsidized Classes for Local Agencies

The California Local Technical Assistance Program is a jointly funded effort between FHWA and Caltrans to provide local governments with training, information, technology and direct assistance to help improve transportation infrastructure. Upcoming courses are listed at this link:

[registration.techtransfer.berkeley.edu/wconnect/ShowSchedule.awp?&Mode=GROUP&Group=:FULL&Title=Complete+Listing](http://registration.techtransfer.berkeley.edu/wconnect/ShowSchedule.awp?&Mode=GROUP&Group=:FULL&Title=Complete+Listing)

### Mandatory Requirements

#### Title VI Nondiscrimination Program

A reminder that local agencies shall comply with all Title VI requirements. See LAPM Section 9.2, Title VI of the Civil Rights Act of 1964 and Related Statutes:

Title VI and the additional nondiscrimination requirements are applicable to all programs and activities administered by a recipient, in addition to programs receiving federal financial assistance, due to the Civil Rights Restoration Act of 1987. Nondiscrimination provisions apply to all programs and activities of federal-aid recipients, subrecipients, and contractors, regardless of tier (49 CFR 21).

The requirements include providing and maintaining the following, as detailed in LAPM Section 9.2: Title VI Nondiscrimination Statement, Assurances (as part of the Master Agreement and Program Supplement Agreement), Designation of a Title VI Coordinator, Complaint Procedures, Data Collection, Training, Limited English Proficiency (LEP) accessibility, Dissemination of Information, Contracts and Agreements, Environmental justice, Public Hearings and Meetings, Right-of-Way activities, Construction contract compliance, Monitoring, and others.

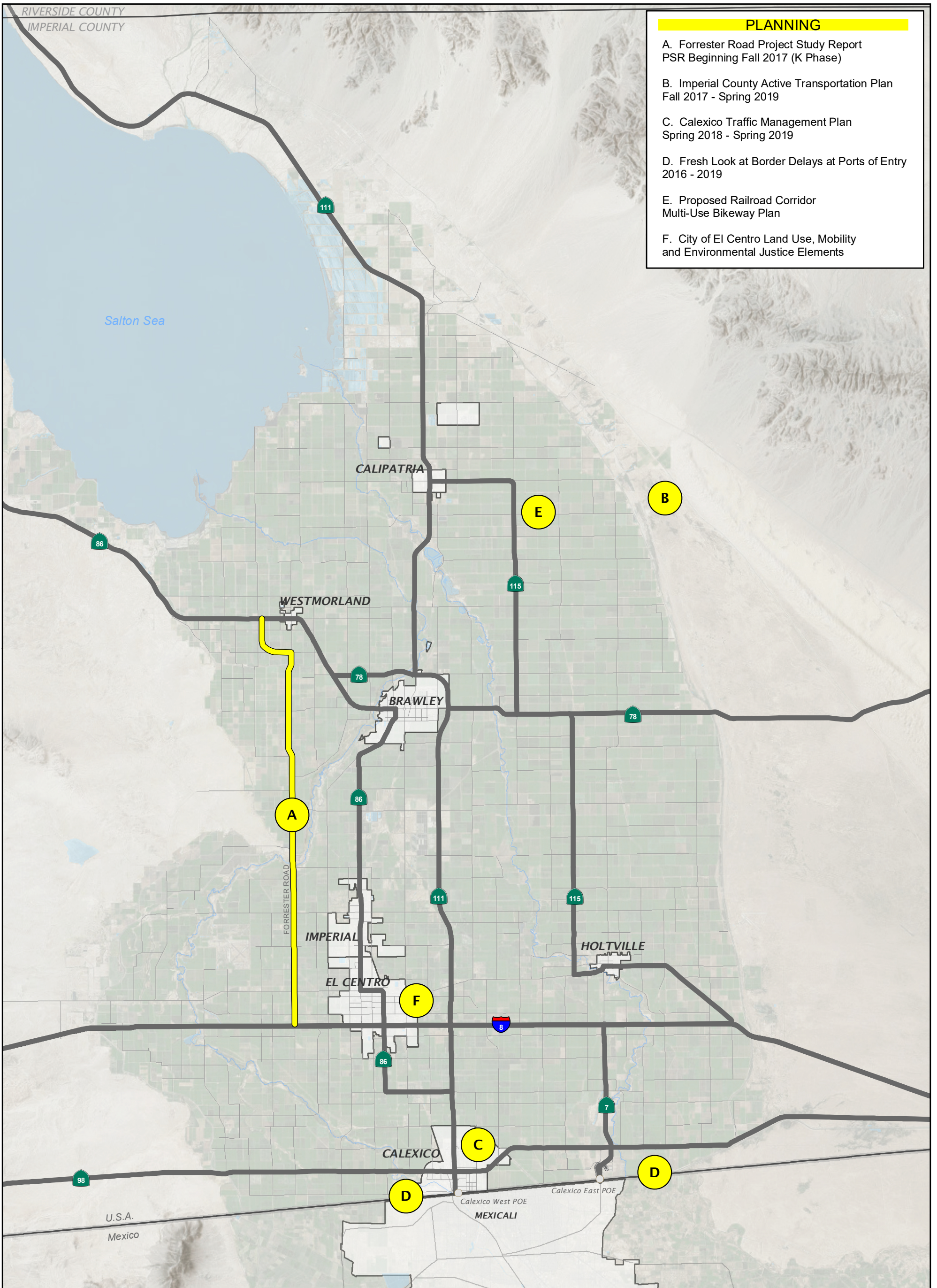
Note that an agency is subject to a Title VI program and compliance review at any time by Caltrans' Division of Local Assistance (DLA) pursuant to 23 CFR 200.9(b)(7).

Local Assistance (continued):

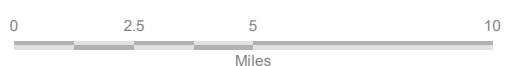
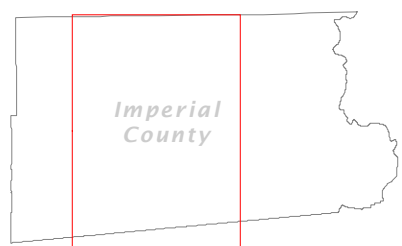
Highway Bridge Program (HBP) Update

HBP October Survey backup list completed on October 26, 2018. While MPOs program lump sum backup list in the 2019 RTIP, the Local Agencies shall program their individual Line Item bridges. The HBP funding HOLD on PE, RW, and CON would not be removed for E-76 obligation if Caltrans does not have the updated LAPG 6-A/6-D reflecting/matching the project October 2018 survey to your assigned Area Engineer.

# IMPERIAL COUNTY STATUS OF TRANSPORTATION STUDIES AND REPORTS



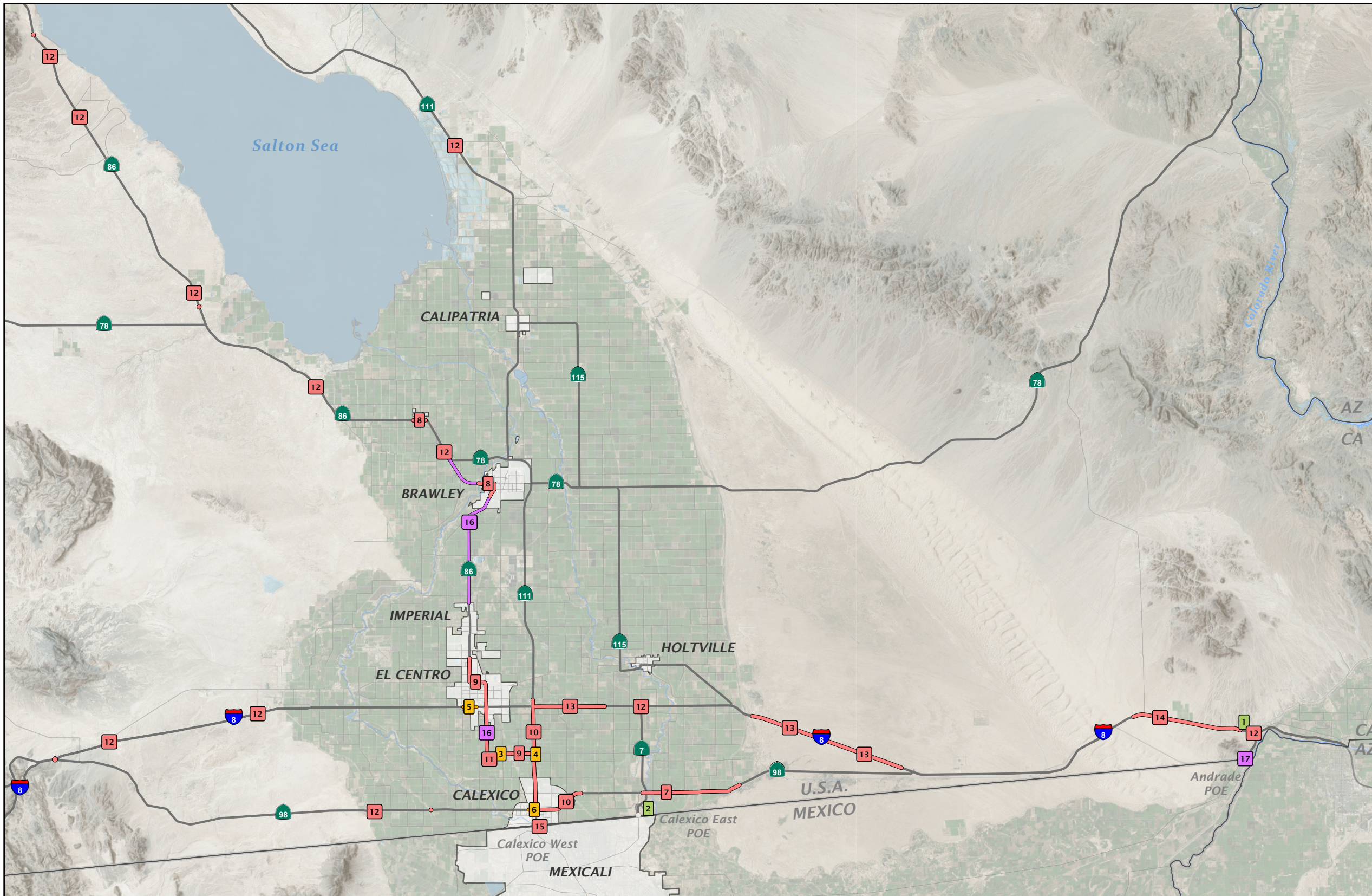
- PLANNING**
- A. Forrester Road Project Study Report  
PSR Beginning Fall 2017 (K Phase)
  - B. Imperial County Active Transportation Plan  
Fall 2017 - Spring 2019
  - C. Calexico Traffic Management Plan  
Spring 2018 - Spring 2019
  - D. Fresh Look at Border Delays at Ports of Entry  
2016 - 2019
  - E. Proposed Railroad Corridor  
Multi-Use Bikeway Plan
  - F. City of El Centro Land Use, Mobility  
and Environmental Justice Elements



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.

Date: 10/01/2018





## ENVIRONMENTAL

1. SR-186/I-8 Interchange Improvements
2. SR-7 All American Canal Bridge Widening



## DESIGN

3. SR-86/Dogwood Road Intersection Improvements\*  
Design Complete Fall 2018
4. SR-86/SR-111 Intersection Improvements\*  
Design Complete Fall 2018
5. I-8/Imperial Ave Interchange Improvements  
Design Complete Summer 2019
6. SR-98 Widening Phase 1C  
Ollie Ave to Rockwood Ave  
Design Complete Summer 2019
7. SR-98 Pavement Rehabilitation  
Design Complete Spring 2020



## CONSTRUCTION

8. SR-86 Pavement Rehabilitation  
Construction Start Spring 2018
9. SR-86 Pavement Rehabilitation  
Construction Start Spring 2019
10. SR-111/SR-98 Pavement Rehabilitation  
Construction Start Summer 2018
11. SR-86/"Heber Ave" Sidewalk, Transit,  
& ADA Improvements Phase 3\*  
Construction Start Fall 2018
12. Routes 8, 86, 98, 111, and 186 Bridges  
Construction Start Fall 2018
13. I-8 Pavement Rehabilitation at Various Locations  
Construction Complete Fall 2019
14. I-8 Pavement Rehabilitation at Ogilby Rd to SR-186  
Construction Complete Summer 2018
15. SR-111 Calexico West - GSA POE Reconfiguration\*  
Construction Complete Summer 2018

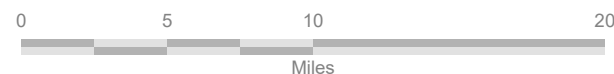


## RELINQUISHMENT

16. SR-86 Relinquishment From SR-78 to SR-111  
Senate Bill 788 Approved Fall 2013
17. SR-186 Relinquishment 500 Feet  
from Border to GSA\*  
Complete Summer 2018



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



:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

: Port of Entry

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Date:10/04/2018

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



# **VII. ACTION CALENDAR**

## **A. SHORT RANGE TRANSIT PLAN FOR THE IMPERIAL COUNTY TRANSPORTATION COMMISSION**



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

December 7, 2018

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave., Suite 104  
El Centro, CA 92243

**SUBJECT:** Short Range Transit Plan (SRTP) for the Imperial County Transportation Commission – FY 2018-19

Dear Committee Members:

Regional Transportation Planning and Transit Agencies typically conduct a short range and long range planning processes for transit services. The most recent SRTP was developed and adopted in 2012. The SRTP is a fiscally constrained five-year planning horizon involving the review of existing services, the level of service provided, the potential for new service and revenues anticipated to be available. The Commission approved the work effort and budget for a new SRTP in the FY 2017- 2018 budget. A Request for Proposal was circulated and the firm of AECOM was selected (Commission approved December 2017) and work on the project began in early January 2018.

The SRTP process can take approximately 12 months to complete. It focuses on a review of the local goals and objectives (Commission reaffirmed December 2017), the attainment of performance metrics and the development of future recommendations for the fixed route transit service, the ADA paratransit service and the various demand response services.

The consultant team reviewed circulation and development plans, trip generators and other performance data. The bilingual team conducted public workshops, workshops at bus stops with passengers and interacted with stakeholder and member agency staff. In addition, a peer review of the IVT branded services with similar size public transit agencies was conducted to provide perspective and comparison of performance data.

The consultant team then reviewed the comments and requests made from the public workshops and made by ICTC staff, and analyzed revenue forecasts. The results are contained in the draft SRTP.

The draft plan has been made available for public comment since November 16<sup>th</sup> on the ICTC website and in the ICTC office. An “open forum” public workshop was conducted on November 28<sup>th</sup> at the ICTC large conference room. Staff from the AECOM team will make a presentation on the draft SRTP at the Committee’s meeting and be available for questions.

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

In summary, this is the third SRTP completed for this region. The previous SRTPs were completed in 2004 and 2012. The previous SRTPs focused on building the various public transit systems within available revenues in a progressive and cost effective manner. At that time, revenues for public transit were underutilized. ICTC staff have since then researched and sought all available State and federal funding sources for use in public transit Imperial Valley.

In FY 2011-12, ICTC provided and/or funded approximately 58,000 annual transit revenue service hours. In FY 2017-18, ICTC provided approximately 86,800 transit revenue service hours

The 2019 SRTP finds itself focusing on sustaining the transit services with the forecasted future revenues, as several funding sources are no longer available. The current revenues available for administrations and operations are conservatively based on a 3% growth forecast. The revenue forecast for the next five years is not sufficient to implement all of the recommended service additions. While a typical SRTP is a financially constrained five year document, this SRTP provides the five year financially constrained plan, but also adds an additional five years of unconstrained service requests that have been deemed appropriate for implementation.

In addition, the goal of building an ICTC owned IVT bus operations and maintenance facility (Commission approved May 2017) is within this SRTP.

It is requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after the receipt of public comment.

1. Approve the Short Range Transit Plan for FY 2018-19

Sincerely,

MARK BAZA  
Executive Director

BY: 

Kathi Williams  
Transit Programs Manager

Attachment



# Short Range Transit Plan

Imperial County Transportation Commission (ICTC)  
Imperial County, California

Prepared for:  
ICTC

December, 2018

Prepared for:

Imperial County Transportation Commission



**Prepared by:**

AECOM  
401 West A Street  
Suite 120  
San Diego, CA 92101  
aecom.com

## Executive Summary

This report presents a *Short Range Transit Plan* (SRTP) for the various public transportation services sponsored and supported by the Imperial County Transportation Commission (ICTC). Several sequential steps were followed during the development process for the SRTP, and they are described in this Executive Summary.

### Public Outreach Process

This section summarizes community input received during public outreach efforts for the Imperial County Transportation Commission (ICTC) Short Range Transit Plan (SRTP). More than 236 people participated in the public outreach activities, which included the following activities throughout 2018:

- Stakeholder Interviews;
- Bilingual “bus stop workshops”;
- Bilingual public workshops; and
- A Public Review Session presenting the Draft SRTP.

The public outreach effort offered multiple participation options to make it as easy as possible for interested organization representatives and individuals to give input. The chart on the next page summarizes these input options, focus, and participants.

**ICTC Short Range Transit Plan: Overview of Community Participation Activities**

<b>Participation Opportunity</b>	<b>Focus</b>	<b>Number of Participants</b>
<b>Stakeholder Interviews</b> Wednesday, February 14, 2018 1503 North Imperial Avenue, Suite 104 El Centro	Focus-group format meetings scheduled conveniently throughout the day for 20 identified stakeholder groups. Several sessions held from 8:30 a.m. until 5 p.m.	26
<b>Bus Stop Workshops</b> Tuesday, February 13, 2018	The project team stopped by several bus stops within Imperial County to hear perspectives on public transportation directly from riders	
	<b>Calexico: 3<sup>rd</sup> and Paulin</b> 6:30AM to 8:30AM	73
	<b>Calipatria: State Route 111 and Main</b> 9:40AM to 10:10AM	1
	<b>Brawley: South Plaza/5th &amp; G Transfer Center</b> 10:30AM to 12:00PM	14
	<b>Imperial Valley College: IVC bus stop</b> 12:15PM to 1:45PM	48
	<b>IV Mall: IVT stop at Mall</b> 2:00PM to 3:30PM	6
	<b>El Centro : 7th &amp; State Transfer Center</b> 3:45PM to 5:15PM	17
<b>Bilingual Public Workshops</b> Monday, April 23, 2018 and Tuesday, April 24, 2018	The project team conducted four bilingual, open house-style Public Workshops within Imperial County to hear perspectives on public transportation directly from riders	
	<b>Calexico: Camarena Memorial Library</b> Monday, April 23, 4:30PM to 6:30PM	8
	<b>Niland: Niland Community Center</b> Tuesday, April 24, 10:00AM to 11:30AM	15
	<b>Brawley: Brawley Chamber of Commerce</b> Tuesday, April 24, 12:30PM to 2:30PM	10
	<b>El Centro: Imperial County Department of Social Services</b> Tuesday, April 24, 4:00PM to 6:00PM	9
<b>Public Review Session</b> Wednesday, November 28, 2018 ICTC Office 1503 North Imperial Avenue, Suite 104, El Centro	Present the Draft SRTP and Provide Opportunities for Attendees to Submit Comments	11
<b>TOTAL PARTICIPANTS</b>		<b>236</b>



During both the public outreach activities, the planning team developed guiding questions as prompts to address certain key topics with the public and ensure consistent, comprehensive discussion of issue areas. These topics ranged from available services to vehicle quality, to operator courtesy, and feedback on the Draft SRTP. Even with a wide range of topics, the following major discussion themes emerged during outreach activities. These major discussion themes are not listed in any order of priority or importance:

- Overall satisfaction with service
- Improved service for transit-dependent riders
- Expanded options – improved frequencies/spans of service and new routes Improved service for students
- Additional communication and education
- Increased passenger comfort at bus stops

## Existing Conditions/Service Evaluation

This section of the SRTP served as an outline of the existing conditions for the Imperial County Transportation Commission's (ICTC) transit system, combining general service guidelines, a profile of the service area, a profile of the transit system, and an evaluation of its service. The purpose of this section was to support the 2018 update to ICTC's Short Range Transportation Plan (SRTP).

Overall, the goals of the transit system, based on those previously adopted in the 2004 SRTP, are outlined below. The existing goals are as follows:

1. Provide mobility to all residents of Imperial County. Service levels are determined by demand, with all areas receiving service but those with more demand for transit receiving more service.
2. Connect residents of Imperial County with medical, social services, and educational facilities throughout the county.  
Resources should be deployed with the following priorities (ranked 1-6):
  - 1) Access to major medical
  - 2) Social services facilities
  - 3) Access to educational facilities
  - 4) Access to employment.
  - 5) Support economic development such as commercial centers, retail and entertainment destinations.
  - 6) Provision of transit as a transportation alternative for the general public.

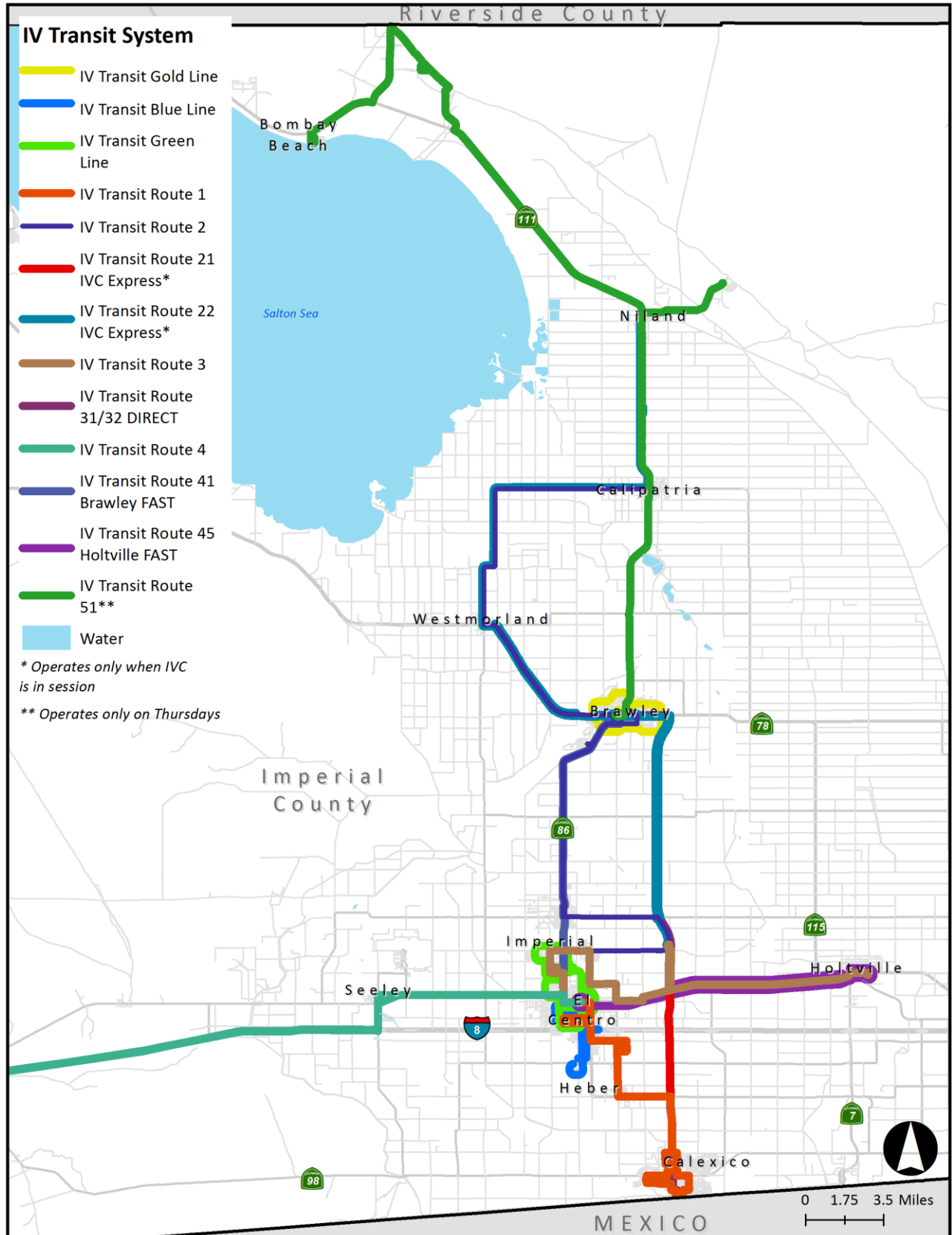
In order to move toward these goals for ICTC's transit system, this study should work to:

1. Maximize the efficiency of the system by deploying appropriate resources to areas where they are needed most.
  - i. Reduce crowding and increase frequency in denser areas where appropriate
  - ii. Provide an appropriate amount of service for rural areas
  - iii. Encourage coordination between all services, including cross-training between agencies (including those that are competitors) and the ability to cover service for other providers
  - iv. Eliminate duplicate services
2. Maximize usage of the system by serving all major trip generators and ensuring passengers can make the necessary connections to reach those destinations.

Transit service in Imperial County is broken down into three general fare types (Local, Regional, DIRECT/FAST), with a different level of service provided by each type. The primary service corridor includes Calexico, Heber, El Centro, Imperial and Brawley; the secondary service corridor includes Holtville, Seeley, Niland, Calipatria and Westmorland; and the remote zone includes the remainder of the county.

Both fixed route and demand response services are provided throughout much of the county, providing transportation for the general public, as well as senior and disabled people. Local, circulator, express and deviated fixed route service is operated between points throughout the Imperial Valley under contract for the county by First Transit, Inc., branded as Imperial Valley Transit. Demand response service (IVT ACCESS, IVT RIDE, and IVT MedTrans) is subsidized and administered by ICTC. IVT ACCESS is also available to the general public for an added fee when space allows. The figure on the next page shows the fixed route IV Transit services provided by ICTC throughout Imperial County.

### Imperial County Transportation Commission Fixed Routes

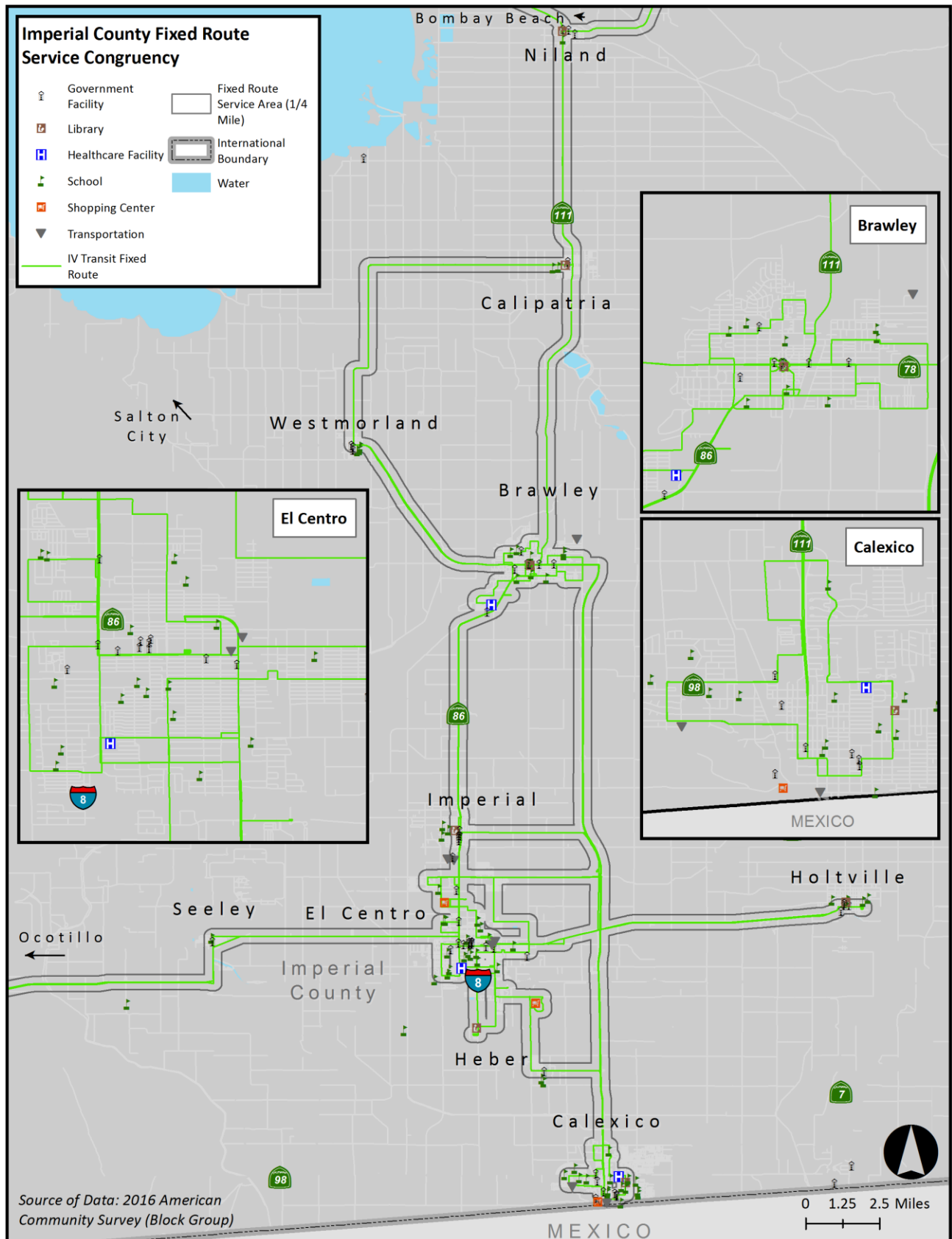


A “congruency analysis” shows what areas are currently served by transit, and what generators or areas determined to have a high transit need score are not currently served by transit.

The map on the following page overlays the current fixed routes, including a ¼ mile buffer around each route (the area considered by ICTC to be the “service area”, which is also served by IVT ACCESS), and IVT RIDE service areas, as well as the major trip generators in Imperial County.

Trip generators include employers, schools/colleges/ universities, business parks, government and social service locations, hospitals and medical centers, parks and tourist attractions, major retail locations and multimodal links. Border crossings are also taken into account as generators, as many people cross into Imperial County from Mexico to access jobs and/or shopping. Most major generators are served, with the exception of some employers, such as the Calipatria and Centinela State Prisons, CalEnergy, and Ormat Technologies (in Heber).

### Imperial County Fixed Route Service Congruency



A brief summary of key points from the Service Evaluation portion of the Existing Conditions report follows. These points provide the basis for the recommendations that follow. The recommendations in this SRTP seek to address the following needs and opportunities for the fixed route IV Transit system:

- Routes 1 and 2 represent the core of the IV Transit system, serving the primary north-south corridor between Brawley and Calexico. These services carry over 75 percent of passengers using the IV Transit fixed route system.
- Route 21 IVC Express is the most productive (i.e., in terms of boardings per hour) of the IV Transit routes.
- Routes with lower ridership or productivity represent policy decisions to provide and promote access and mobility for other residents of the region.
- Circulator routes provide improved circulation within urban areas, allowing for the streamlining of other routes, and thus providing decreased headways and promoting an increased number of trips on the primary corridor routes through timed connections. These routes also reduce the demand for IVT RIDE service in certain urban areas.
- The Direct and IVC Express services perform extremely well in terms of productivity and cost effectiveness, particularly Routes 21 IVC Express (as was previously mentioned) and Route 31/32 Direct.
- Some neighborhoods that are not currently served by IV Transit fixed route service in Calexico have access to service by a private operator (i.e., Calexico Transit System).
- Previously, ICTC did not own the IVT Transit fleet but has since purchased the majority of its fixed route fleet, although operator First Transit still owns several vehicles and directly leases its operations and maintenance facility to Imperial County. ICTC is currently considering constructing its own garage, maintenance, and administrative facility at a new location, which has yet to be determined.

Similar to the fixed routes, a brief summary of key points for the demand response services follows, and these points provide the basis for the recommendations that follow. It is important to note that demand response services in Imperial County are provided in a significantly different manner than the fixed route services, with both an Americans with Disabilities Act-mandated complementary demand response service (i.e., IVT ACCESS), as well as IVT RIDE, which provides demand responsive service in various communities.

- Several previously separate municipal Dial-a-Ride services (i.e., West Shores Dial-a-Ride, Imperial/EI Centro Dial-a-Ride, Brawley Dial-a-Ride) have been combined and integrated into IVT RIDE, a demand response service for Seniors 55 years of age or over and passengers who are certified to ride IVT Access. In West Shores, the service is open to general public since it acts as a community lifeline service and there are no other public or private operators.
- Historically – and particularly prior to the recent efforts to pursue a more coordinated service delivery model – costs have continued to increase with regards to the provision of demand responsive services under the countywide Americans with Disabilities Act (ADA) complementary paratransit program (i.e., formerly known as AIM Transit and now known as IVT ACCESS). Recently, ICTC has implemented demand management and growth management strategies, so as to contain the increase in costs as much as practically possible. The strategies recently implemented by ICTC include functional certification (where the need for ADA eligibility is tested and verified by the paratransit operator, without sole reliance on the client's physician for the certification), as well as an interview process, which was implemented in January of 2017 and where each applicant is interviewed by ICTC staff.

## Peer Review

Ten peer community transit systems were selected for comparison. No two communities are the same, so a variety of communities were selected with characteristics that have similarities to ICTC in terms of community size, transit system size, and transit operations. The selected peer communities include:

1. Hanford, CA – Kings County Area Public Transit Agency (KART)
2. Redding, CA – Redding Area Bus Authority (RABA)
3. Santa Maria, CA – Santa Maria Area Transit (SMAT)
4. Pueblo, CO – Pueblo Transit System (PT)
5. Sioux City, IA – Sioux City Transit System (SCTS)
6. Pittsfield, MA – Berkshire Regional Transit Authority (BRTA)
7. Port Tobacco, MD – County Commissioners of Charles County, MD (VanGO)
8. Jackson, MI – City of Jackson Transportation Authority (JTA)
9. Lebanon, PA – County of Lebanon Transit Authority (LT)
10. Brownsville, TX – City of Brownsville-Brownsville Metro (BMetro)

Although efforts were made to find the closest matching peers, no two systems are exactly alike. Factors such as the type of service (fixed route, commuter, and demand response), the presence or absence of unions, local fare policies, quality of pedestrian facilities, community topography, and the quality of capital equipment can substantially impact the performance of individual systems. The peer review, therefore, should be viewed as a gauge of ICTC's operation compared to a representative sample of similar systems/communities, rather than an exact "report card."

Overall, IV Transit provides comparable service to its peers both in terms of fixed route service and demand responsive services. In particular, the cost of providing fixed route transit service in Imperial County (e.g., IV Transit) is similar to those in its peer systems.

## Recommendations

Following are the recommendations emanating from the SRTP process for IV Transit's fixed route and demand responsive systems. Recommendations proposed for the five year financially constrained planning horizon (i.e., up to FY 2023/2024) are included in the following capital, financial and implementation plans, while the financially unconstrained proposals are included for the subsequent five years, illustrating the unfunded recommendations that necessarily fall into these latter phases.

The various proposals for both the IV Transit fixed route system, as well as the proposed changes to the IVT RIDE system, are shown jointly in the figure on the following page. All of the various service proposals – along with the existing IV Transit system – are illustrated in the subsequent figure as well on the following pages. All cost estimates are based on the cost per hour in provided during the unmet transit needs process, differentiated by fixed route values and demand response values, and scaled by implementation year.

The following recommendations are provided with their proposed implementation year.

### Fixed Route Concepts:

- Route 1: Expansion of Sunday service (Year 2), operate on Federal Holidays (Year 8)
- Route 2: Expansion of Sunday service (Year 2), increased frequency (Year 2), and operation on Federal Holidays (Year 8)

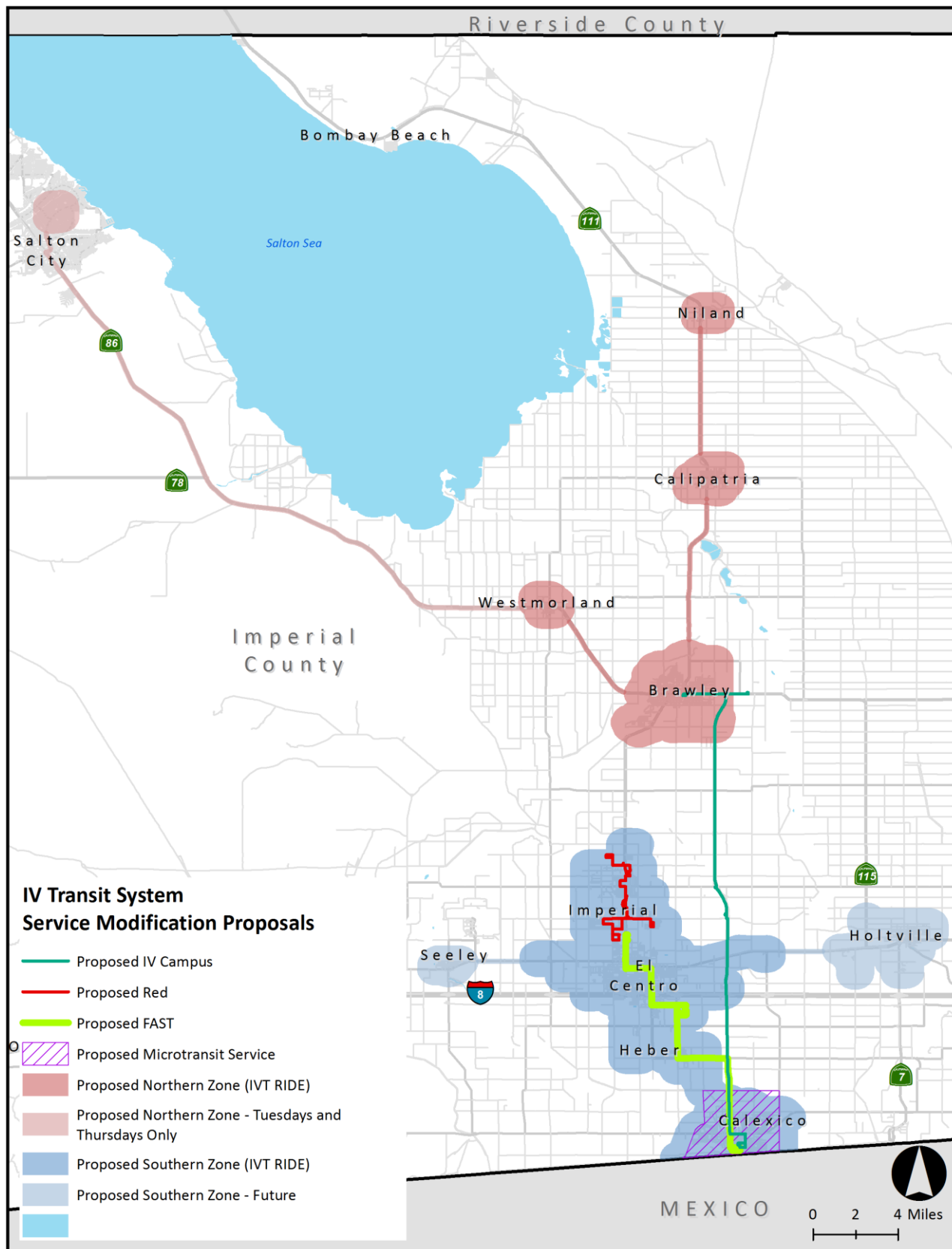
- Route 21 IVC Express: Restructuring of service in the afternoon (due to the adjustment of the “college hour” at Imperial Valley College) as well as an additional trip during the early evening (Year 1)
- Route 31/32 DIRECT: Increase weekday service with 4 additional weekday round trips (Year 8)
- Route 41 FAST: Increase weekday service (Year 2)
- Route 51: Service on an additional weekday (Year 1)
- El Centro-Calexico FAST: New FAST service between Calexico and El Centro (Year 7)
- IV Campus Shuttle: New shuttle between SDSU’s two campuses (in Calexico and Brawley) and IVC (Year 9)
- IVT Red Line: New circulator service for Imperial (Year 10)
- IVT Gold Line: Add weekend service (Year 10)

**Demand Response Concepts:**

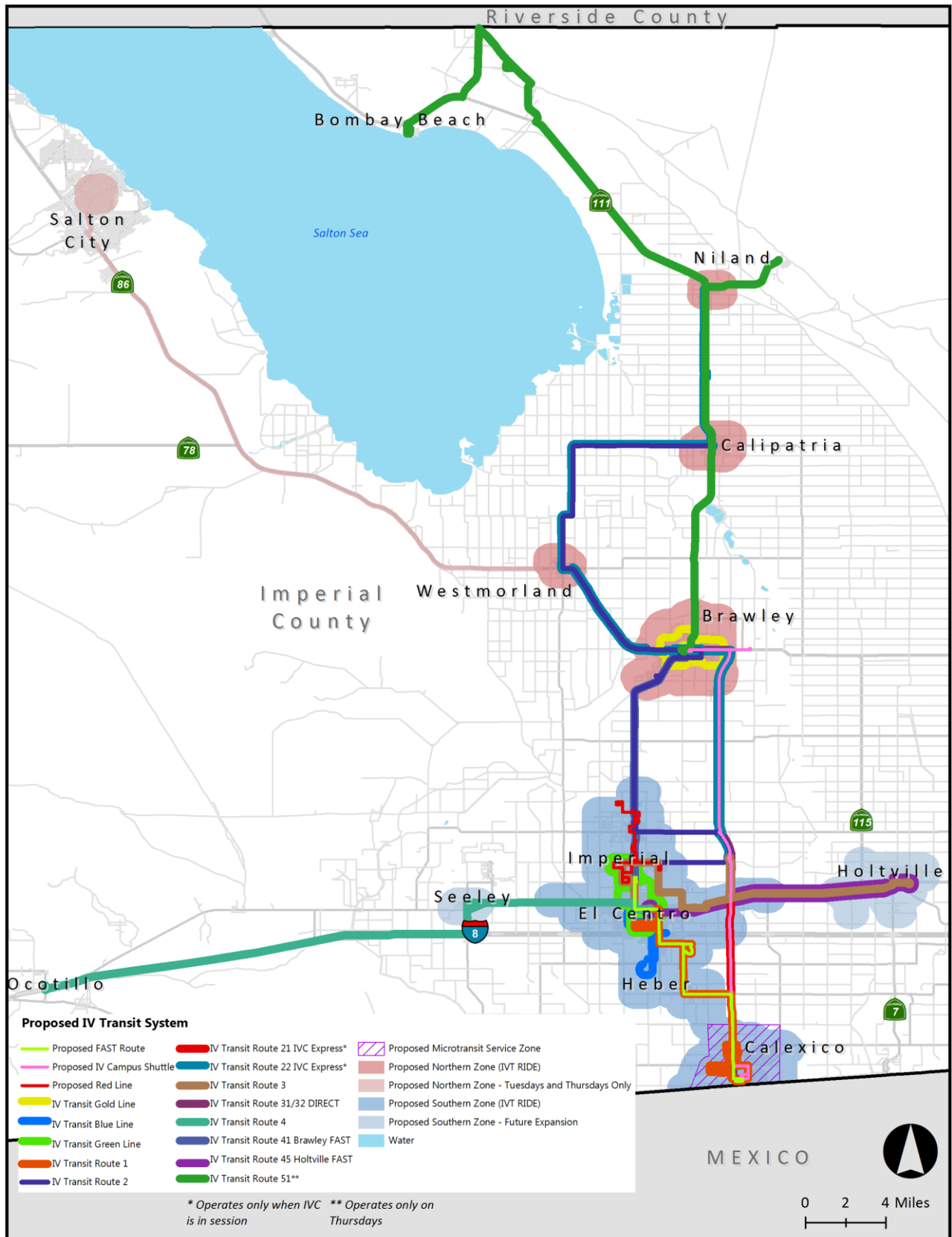
- IVT RIDE: Implement service in Heber (Year 1)
- IVT RIDE: Implement two-zone fare system in the “North” and “South” service zones (Year 6) and on weekends in a latter phase (Year 10)
- Calexico “Microtransit” service (Year 7) – including East Port-of-Entry in a latter phase (Year 9)



### Service Modification Proposals



**Proposed IV Transit System with Proposals**



The estimated fixed route and demand response financial operating plans were also prepared as part of the SRTP; these include operating expenses reflecting the previously described service plans. The financial plan assumes the operations and capital included in the recommendations section of this report. The financial plan has two components, operations and capital, and a summary table is presented below:

<b>Total Projected Funding Picture</b>										
Line Item	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
<b>Operating Budget Projections</b>										
Total Operations Cost	\$11,773,803	\$12,973,627	\$13,362,836	\$13,763,721	\$14,176,632	\$16,283,289	\$19,388,229	\$20,129,452	\$21,820,138	\$24,210,065
Total Operating Funding	\$11,773,803	\$12,973,627	\$13,362,836	\$13,763,721	\$14,176,632	\$16,220,551	\$17,007,941	\$17,524,129	\$18,167,069	\$18,907,120
Operating Surplus or Deficit	\$0	\$0	\$0	\$0	\$0	(\$62,738)	(\$2,380,288)	(\$2,605,323)	(\$3,653,069)	(\$5,302,946)
<b>Capital Budget Projections</b>										
Total Capital Cost	\$2,033,377	\$5,019,218	\$5,503,705	\$7,551,306	\$2,579,360	\$2,919,408	\$10,424,343	\$6,697,230	\$5,476,512	\$3,870,122
Total Capital Funding	\$3,230,055	\$4,115,109	\$4,816,068	\$7,831,268	\$2,734,580	\$1,379,019	\$6,524,965	\$5,162,415	\$1,631,389	\$1,520,546
Capital Surplus or Deficit	\$1,196,678	(\$904,109)	(\$687,637)	\$279,962	\$155,221	(\$1,540,389)	(\$3,899,378)	(\$1,534,815)	(\$3,845,124)	(\$2,349,576)
<b>Total Budget Projections</b>										
Total Cost	\$13,807,180	\$17,992,845	\$18,866,540	\$21,315,027	\$16,755,992	\$19,202,697	\$29,812,572	\$26,826,683	\$27,296,650	\$28,080,187
Total Funding Available	\$15,003,858	\$17,088,736	\$18,178,903	\$21,594,990	\$16,911,213	\$17,599,570	\$23,532,906	\$22,686,544	\$19,798,458	\$20,427,665
Total Surplus or Deficit	\$1,196,678	(\$904,108)	(\$687,637)	\$279,963	\$155,220	(\$1,603,127)	(\$6,279,666)	(\$4,140,138)	(\$7,498,193)	(\$7,652,521)

## Conclusion

This Short Range Transit Plan has provided the Imperial County Transportation Commission (ICTC) a ten-year implementation process for a range of new service initiatives and proposals for IV Transit services (including the circulator services), IVT ACCESS and IVT RIDE, including the implementation of a new “Microtransit” service in Calexico.

The SRTP’s proposals are divided into two main groups: the first five years of the service plan present a financially constrained set of recommendations that account for the existing funding streams and reasonable assumptions associated with those streams, and the last ten years of the service plan present the remaining proposals as part of a financially unconstrained set of proposals.

# Summary Presentation

Short Range Transit Plan  
For the Imperial County  
Transportation Commission





## Work Plan

- Task 1 – Project Management and Administration
- Task 2 – Service Evaluation and Peer Review
- Task 3 – Public Participation and Stakeholder Outreach
- Task 4 – Development of Alternative Operating Plans
- Task 5 – Transit Service Implementation Plan
- Task 6 – Prepare and Present Deliverables





# Summary of Public Outreach Efforts Timeline



PROJECT STEPS	PROJECT KICK OFF	SERVICE EVALUATION AND PEER REVIEW	DEVELOPMENT OF ALTERNATIVE OPERATING PLANS	TRANSIT SERVICE IMPLEMENTATION PLAN	PREPARE AND PRESENT DELIVERABLES
KEY TECHNICAL WORK	<ul style="list-style-type: none"> <li>Project Implementation Plan</li> <li>Kick Off Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Review Policies, Goals, Objectives, and Standards</li> <li>Conduct Service Evaluation</li> <li>Conduct Peer Review</li> </ul>	<ul style="list-style-type: none"> <li>Create Operations Plans</li> <li>Review Specific Planning Emphasis Areas</li> <li>Create Service Reduction Policy/Strategies</li> <li>Alternative Selection</li> </ul>	<ul style="list-style-type: none"> <li>Review Capital Improvement/ Vehicle Replacement Program</li> <li>Create Financial Program</li> </ul>	<ul style="list-style-type: none"> <li>Draft S RTP</li> <li>Present Final Draft S RTP</li> <li>Final S RTP</li> </ul>
PUBLIC PARTICIPATION AND STAKEHOLDER OUTREACH	<ul style="list-style-type: none"> <li>Public Outreach Plan</li> <li>TAC #1</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholder and Operator Interviews</li> <li>Interview Commission Elected Officials</li> <li><i>and</i></li> <li>Bilingual Public Workshops</li> <li>Bus Stop Workshops</li> </ul>	<ul style="list-style-type: none"> <li>ICTC Staff "Brainstorming" Workshop</li> </ul>	<ul style="list-style-type: none"> <li>ICTC Staff Financial Planning Workshops</li> </ul>	<ul style="list-style-type: none"> <li>Public Review Session</li> </ul>



## Summary of Public Outreach Efforts *Participation*

Outreach Activity	Participants
Stakeholder Interviews	26
Bus Stop Workshops	159
Bilingual Public Workshops	42
Public Review Session	11
<b>Approximate Total</b>	<b>236</b>





## Summary of Public Outreach Efforts *Major Themes*

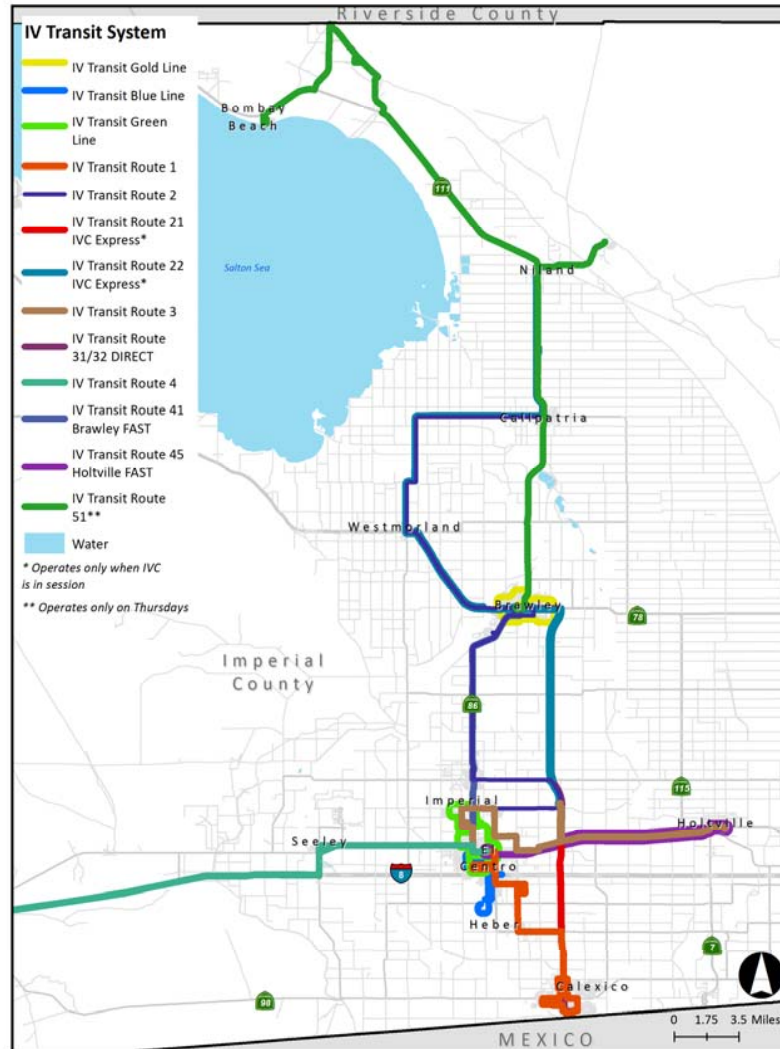
- Overall satisfaction with service
- Improved service for transit-dependent riders
- Expanded options – improved frequencies/spans of service and new routes
- Improved service for students
- Additional communication + education
- Increased passenger comfort at bus stops





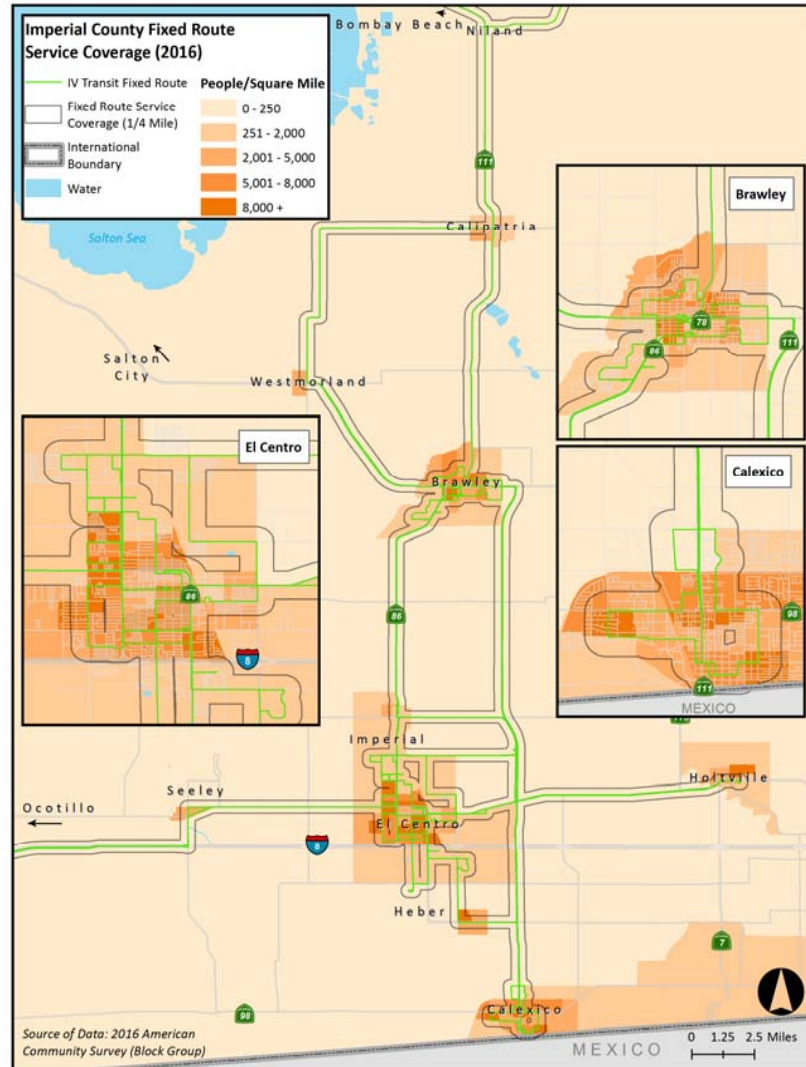


# IV Transit Existing Routes



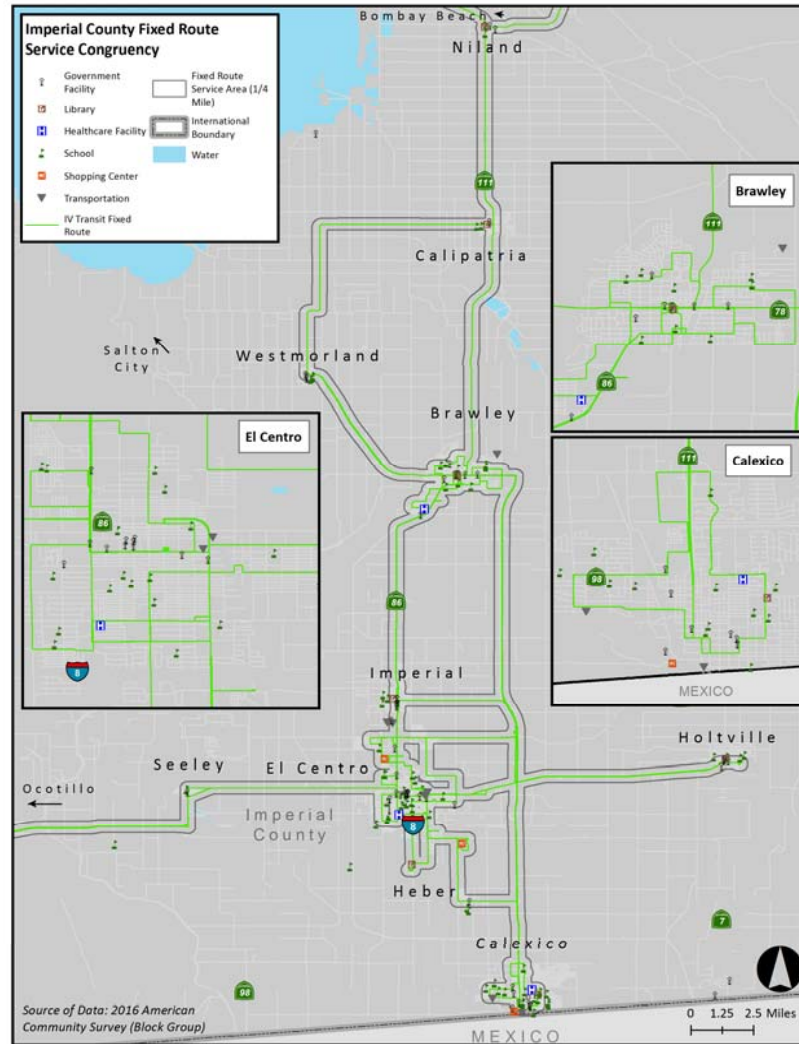


# IV Transit Service Coverage





# IV Transit Service Congruence





## Summary of Key Points



- Routes 1 and 2 represent the core of the IV Transit system and carry over 75 percent of passengers using IV Transit .
- Route 21 IVC Express is the most productive (in terms of boardings per hour) of the IV Transit routes.
- Routes with lower ridership or productivity represent policy decisions to provide and promote access and mobility for other residents of the region.
- Circulator routes provide improved circulation within urban areas, allowing for the streamlining of other routes and reducing the demand for IVT RIDE service in certain urban areas.
- IV Transit provides comparable service to its peers at a similar cost both in terms of fixed route service and demand responsive services.
- ICTC has implemented demand management and growth management strategies, so as to contain the increase in IVT ACCESS costs as much as practically possible. Strategies include functional certification as well as an interview process.
- ICTC is currently considering constructing its own garage, maintenance, and administrative facility at a new location, which has yet to be determined.



## Final Plan Elements

- **Operations Plan**

- Route alignments
- Frequencies
- Span
- Vehicle requirements
- Service statistics

- **Financial Plan**

- Including future funding sources

- **Capital Plan**

- Identify capital expenditures

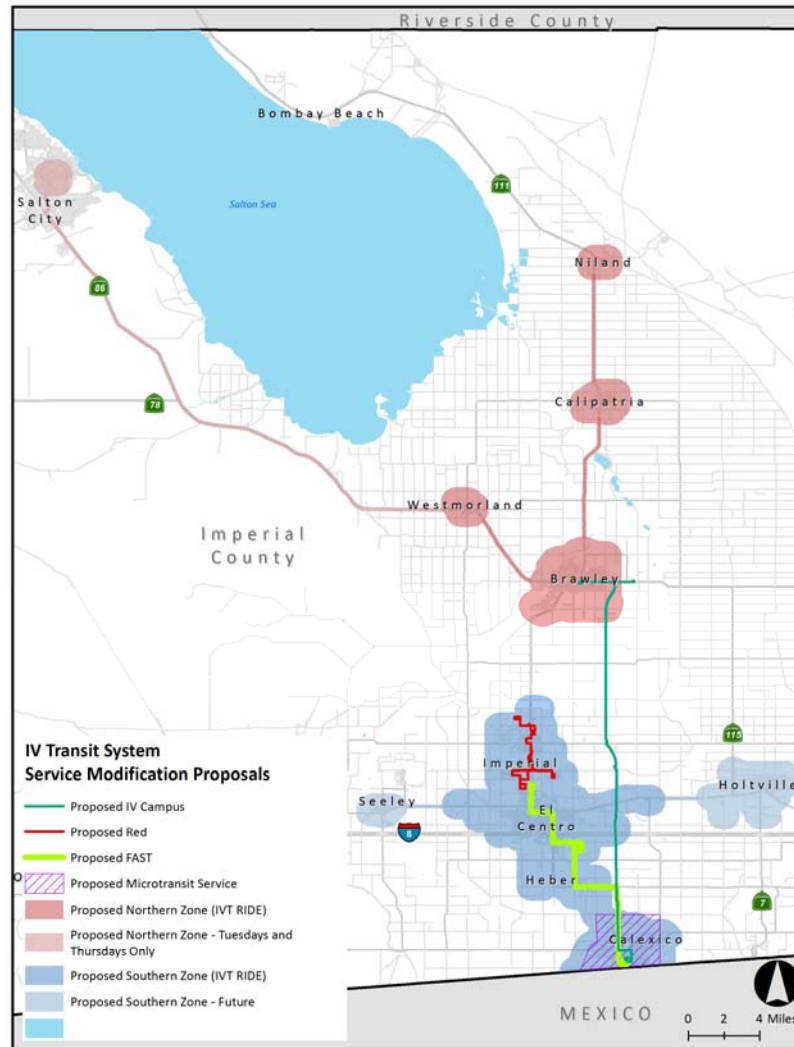
- **Implementation Plan and Schedule**

- Tools required for implementation
- System Performance Dashboard



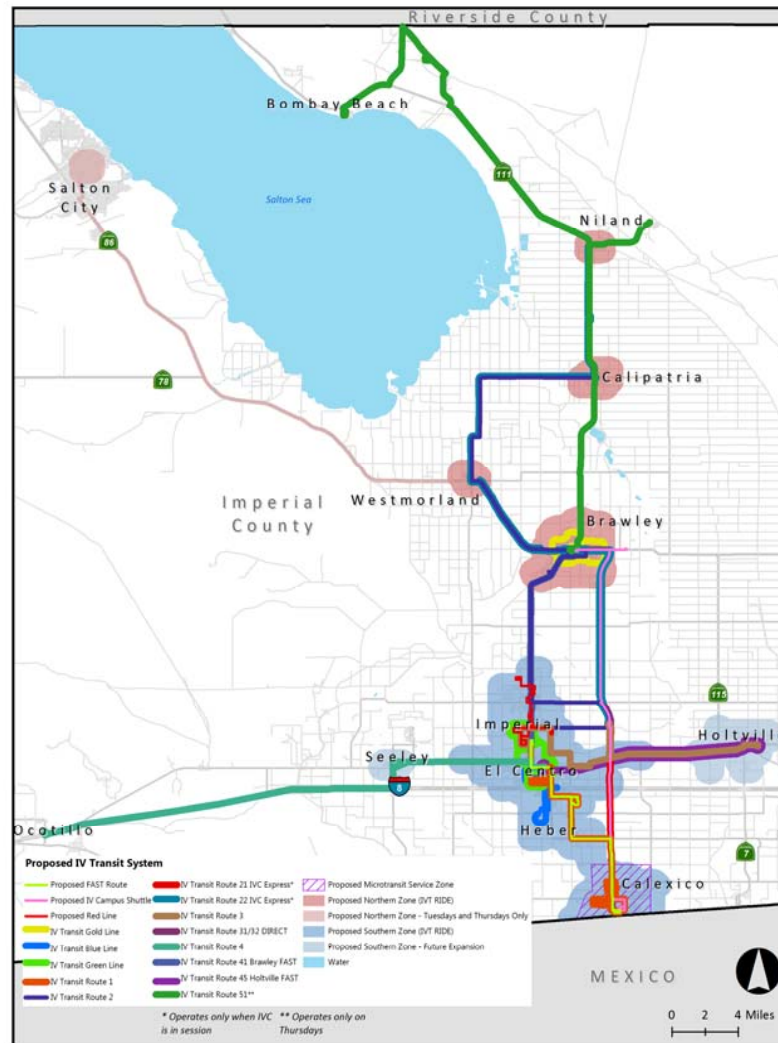


# IV Transit and IVT RIDE Service Modification Proposals





# IV Transit and IVT RIDE Proposed System





## Recommended Plan – Year 1 | Plan Recomendado - Año 1

### Recommendations:

#### Route 21 IVC Express

Add early evening roundtrip between Imperial Valley College and Calexico

Agregue un viaje de ida y vuelta entre Imperial Valley College y Calexico por la tarde

#### Route 51

Operate on one additional weekday between Brawley and Bombay Beach, Niland and Calipatria

Proveer servicio un día laborable adicional entre Brawley y Bombay Beach, Niland y Calipatria

#### IVT RIDE

Provide IVT RIDE service in Heber on three weekdays

Proporcionar el servicio IVT RIDE en Heber en tres días hábiles





## Recommended Plan – Year 2 | *Plan Recomendado - Año 2*

### Recommendations:

#### **Route 1 El Centro-Calexico and Route 2 El Centro-Niland**

Increase Sunday service frequency along the entire corridor between Calexico, El Centro, Brawley, Calipatria, Westmorland and Niland  
Aumentar la frecuencia de servicio los domingos a lo largo de toda la ruta entre Calexico, El Centro, Brawley, Calipatria, Westmorland y Niland

#### **Route 2 El Centro-Niland**

Increase service frequency to every 35 minutes on weekdays only between Brawley and El Centro  
Aumente la frecuencia del servicio a cada 35 minutos de lunes a viernes solo entre Brawley y El Centro

#### **Route 41 Brawley FAST**

Increase weekday service frequency between El Centro and Brawley  
Aumentar la frecuencia de servicio de lunes a viernes entre El Centro y Brawley



## Recommended Plan – Years 3, 4 and 5 | *Plan Recomendado - Años 3, 4 y 5*

### Recommendations:

**Maintain services with no additional modifications during this time period**

Mantener los servicios sin modificaciones adicionales durante este período de tiempo

**Pursue design and construction of new ICTC Operating, Maintenance and Storage Facility**

Continuar con el diseño y la construcción de la nueva planta de operaciones, mantenimiento y almacenamiento de ICTC





## Recommended Plan – Year 6 | Plan Recomendado - Año 6

### Recommendations:

**Create intercity IVT RIDE two zone system on weekdays with:**

- **Northern Zone**  
(Niland, Calipatria, Westmorland, West Shores & Brawley)
- **Southern Zone**  
(Imperial, El Centro, Heber & Calexico)

Note: Fares higher than Imperial Valley Transit

**Cree un sistema interurbana de IVT RIDE de lunes a viernes con dos zonas:**

- **Zona Norte**  
(Niland, Calipatria, Westmorland, West Shores & Brawley)
- **Zona Sur**  
(Imperial, El Centro, Heber & Calexico)

Nota: tarifas más altas que Imperial Valley Transit





## Recommended Plan – Year 7 | Plan Recomendado - Año 7

### Recommendations:

#### **New FAST Route**

Calexico-El Centro *FAST* route providing limited stop/express service and therefore a faster overall trip

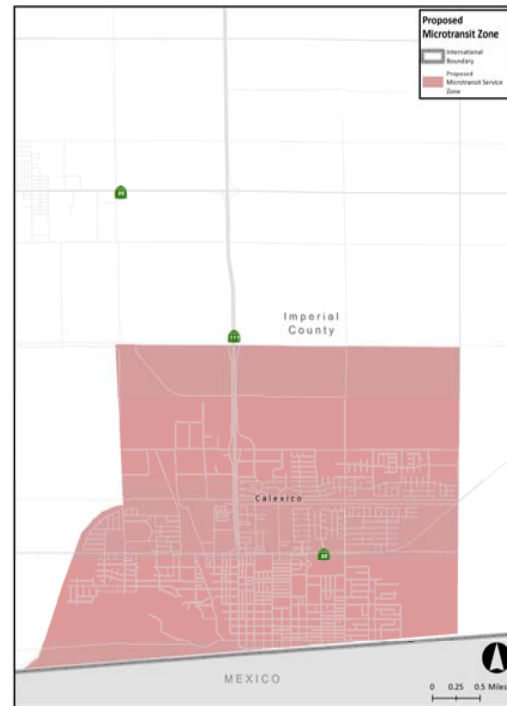
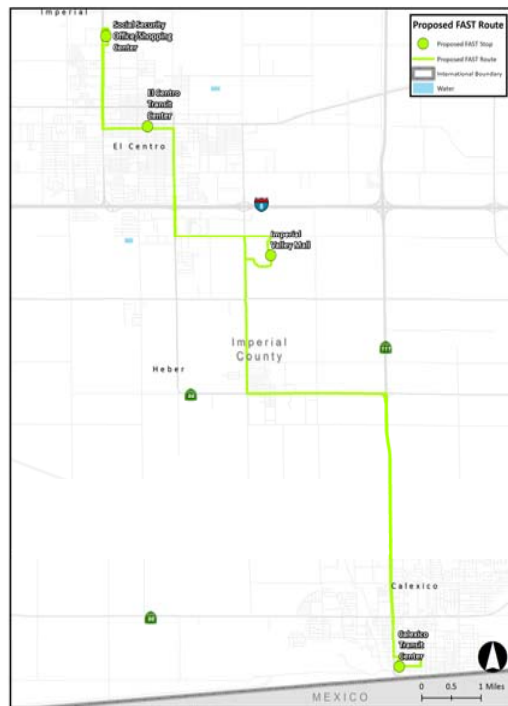
Ruta rápido (“FAST”) entre Calexico y El Centro proporciona un servicio de parada limitado y, por lo tanto, un viaje general más rápido

#### **New Microtransit Service**

Provide “Microtransit” Service Zone in Calexico (Shown in Red on Map)

#### **Nuevo servicio de Microtransit**

Proporcionar Zona de Servicio de “Microtransit” en Calexico (se muestra en rojo en el mapa)





## Recommended Plan – Year 8 | *Plan Recomendado - Año 8*

### Recommendations:

#### **Route 1 El Centro-Calexico**

Operate on Federal holidays

[Proveer servicio en feriados federales](#)

#### **Route 2 El Centro-Niland**

Operate on Federal holidays along the entire route between El Centro, Brawley, Calipatria, Westmorland and Niland

[Proveer servicio en feriados federales a lo largo de toda la ruta entre El Centro, Brawley, Calipatria, Westmorland y Niland](#)

#### **Route 31/32 *DIRECT***

Increase weekday service frequency between Calexico and Brawley

[Aumentar la frecuencia de servicio de lunes a viernes entre Calexico y Brawley](#)

#### **IVT ACCESS**

Operate on Federal holidays in Routes 1 and 2 service area

[Proveer servicio en feriados federales en el área de servicio de las Rutas 1 y 2](#)



## Recommended Plan – Year 9 | Plan Recomendado - Año 9

### Recommendations:

**New Microtransit Service**

Provide “Microtransit” Service Zone between Calexico and East Port of Entry

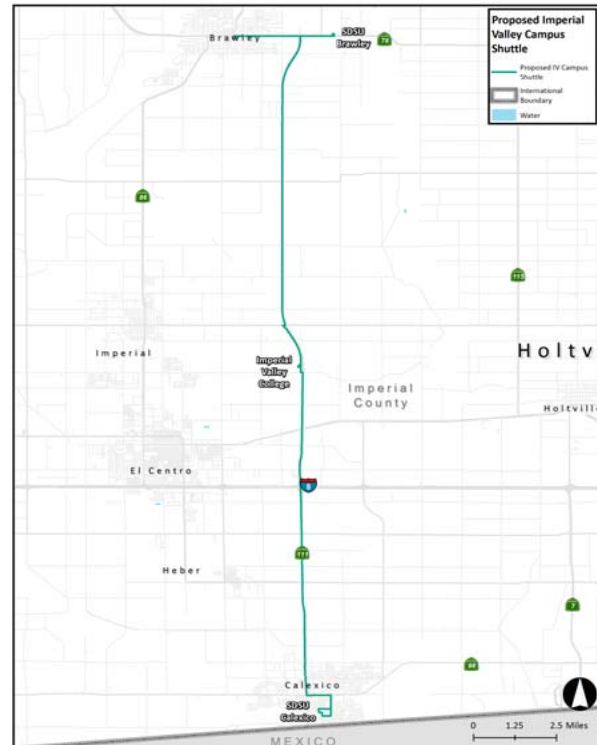
**Nuevo servicio de Microtransit**

Proporcionar Zona de Servicio de “Microtransit” entre Calexico y la garita de Nuevo Mexicali

**New IV Campus Shuttle Route**

Operate “IV Campus Shuttle” service between SDSU Calexico, IVC and SDSU Brawley which might demonstrate the use of electric vehicles

Operar el servicio “IV Campus Shuttle” entre SDSU Calexico, IVC y SDSU Brawley que podría demostrar el uso de vehículos eléctricos





## Recommended Plan – Year 10 | Plan Recomendado - Año 10

### Recommendations:

**New Route**

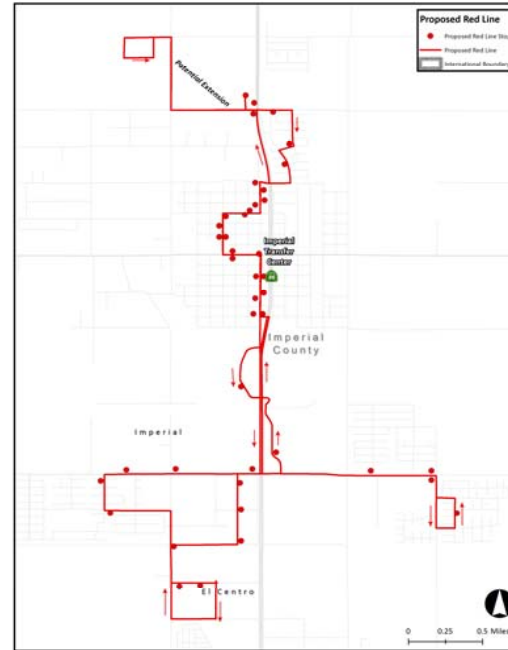
Implement IVT Red Line (*Imperial Circulator Shuttle*)  
 Implementar la línea IVT Red (“Imperial Circulator Shuttle”)

**IVT Gold Line (*Brawley Circulator Shuttle*)**

Add weekend service  
 Añadir servicio de fin de semana

**Implement intercity IVT RIDE two zone system on weekends**

Implementar la sistema interurbana de IVT RIDE con dos zonas en los fines de semana





### IVT ACCESS

- **IVT ACCESS** will be modified to provide service at all times that Imperial Valley Transit is available. **IVT ACCESS** will be available within ¾ mile of all Imperial Valley Transit bus routes with a 30 minute pick-up window.

### Imperial Valley Transit

#### *No changes proposed for:*

- Route 3 El Centro-Holtville
- Route 4 El Centro-Seeley
- Route 22 *IVC Express*
- Route 45 *Holtville FAST*

### IVT ACCESS

- **IVT ACCESS** se modificará para tener servicio en cualquier momento que Imperial Valley Transit esté disponible. **IVT ACCESS** estará disponible dentro de ¾ milla de todas las rutas de Imperial Valley Transit con una ventana de recogida de 30 minutos.

### Imperial Valley Transit

#### **No se han propuesto cambios para:**

- Route 3 El Centro-Holtville
- Route 4 El Centro-Seeley
- Route 22 *IVC Express*
- Route 45 *Holtville FAST*







# Ten Year Overall Funding Projection

<b>Total Projected Funding Picture</b>										
Line Item	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
<b>Operating Budget Projections</b>										
Total Operations Cost	\$11,773,803	\$12,973,627	\$13,362,836	\$13,763,721	\$14,176,632	\$16,283,289	\$19,388,229	\$20,129,452	\$21,820,138	\$24,210,065
Total Operating Funding	\$11,773,803	\$12,973,627	\$13,362,836	\$13,763,721	\$14,176,632	\$16,220,551	\$17,007,941	\$17,524,129	\$18,167,069	\$18,907,120
Operating Surplus or Deficit	\$0	\$0	\$0	\$0	\$0	(\$62,738)	(\$2,380,288)	(\$2,605,323)	(\$3,653,069)	(\$5,302,946)
<b>Capital Budget Projections</b>										
Total Capital Cost	\$2,033,377	\$5,019,218	\$5,503,705	\$7,551,306	\$2,579,360	\$2,919,408	\$10,424,343	\$6,697,230	\$5,476,512	\$3,870,122
Total Capital Funding	\$3,230,055	\$4,115,109	\$4,816,068	\$7,831,268	\$2,734,580	\$1,379,019	\$6,524,965	\$5,162,415	\$1,631,389	\$1,520,546
Capital Surplus or Deficit	\$1,196,678	(\$904,109)	(\$687,637)	\$279,962	\$155,221	(\$1,540,389)	(\$3,899,378)	(\$1,534,815)	(\$3,845,124)	(\$2,349,576)
<b>Total Budget Projections</b>										
Total Cost	\$13,807,180	\$17,992,845	\$18,866,540	\$21,315,027	\$16,755,992	\$19,202,697	\$29,812,572	\$26,826,683	\$27,296,650	\$28,080,187
Total Funding Available	\$15,003,858	\$17,088,736	\$18,178,903	\$21,594,990	\$16,911,213	\$17,599,570	\$23,532,906	\$22,686,544	\$19,798,458	\$20,427,665
Total Surplus or Deficit	\$1,196,678	(\$904,108)	(\$687,637)	\$279,963	\$155,220	(\$1,603,127)	(\$6,279,666)	(\$4,140,138)	(\$7,498,193)	(\$7,652,521)



# Questions?

# **VII. ACTION CALENDAR**

## **B. ON CALL ENGINEERING, ARCHITECTURE AND PROFESSIONAL SUPPORT SERVICES**



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

December 7, 2018

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave Suite 104  
El Centro, CA 92243

SUBJECT: On Call Engineering, Architecture and Professional Support Services –  
Recommendation of Contract Awards

Dear Committee Members:

ICTC staff recently issued a Request for Qualifications (RFQ) to acquire a team of consultants to assist ICTC staff with a number of engineering, architectural and support services for a number of projects. The services associated with this RFQ will be funded by local funds.

The purpose of this RFQ was to obtain the services of professional consulting firms to provide engineering, architectural and project support services. The specific services will include but are not limited to: project consultation and coordination; engineering design (including applicable studies, geotechnical investigation and reports, cost estimates and contract documents); plan checking services for facilities and buildings (inclusive of plan check submittal documents); review of technical specifications; construction administration; surveying and right of way support; and environmental services.

ICTC received five total responses to the RFQ. The firms that submitted responses included; The Altum Group, The Holt Group, NV5, CivilPros and Chen Ryan. All five firms also had experience working on transit related projects and/or had experience working with ICTC or local agencies for similar type services. The respondent teams of The Holt Group, The Altum Group (Barrett's Biological), Chen Ryan (Dynamic Consulting Engineers and Landmark Geotechnical) and NV5 (Barrett's Biological and MC<sup>2</sup>) are local or utilized local firms in their teams.

A proposal evaluation committee was coordinated to complete the review of submitted responses. The evaluation committee was comprised of staff from the City of Imperial, City of El Centro, SCAG and ICTC. The committee met on October 30, 2018 to review and rank all five (5) responses received. All five responses demonstrated the ability to complete various aspects of the requested services.

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

The final ranking of the consultants teams listed below was based on the following criteria: Technical Experience; Proposed Methodology and Approach; Staff Qualifications; Cost/Best Value; and Completeness of response and references.

The ranking is listed as follows:

<u>NAME</u>	<u>RANKING</u>
The Altum Group	1
Chen Ryan	2
NV5	3
CivilPros	4
The Holt Group	5

ICTC Staff recommends that contracts be awarded to all five firms. Each of the respondent teams demonstrated the ability to complete a number of the requested services noted in the RFQ.

Services requested as part of this agreement will be issued on a task order basis allowing each of the respondents to submit cost estimates and schedules to ICTC issued scopes of work. ICTC will have the ability to limit the amount of work issued and the budgetary impact to ICTC throughout the agreement. The proposed agreement length consists of a two year agreement with two additional one year options. Each agreement will have an initial \$10,000.00 limit with possible amendments should additional services be requested by ICTC.

Funding for this project is approved in FY 2018-19 ICTC Overall Work Program and Budget/Transit Finance Plan through the Transportation Development Act (TDA) Fund approved on June 27, 2018.

The original RFQ (Exhibit A) and Responses (Exhibit B) and all other documentation are available for review at the ICTC administrative offices.

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

1. Approve the award of the On Call Engineering, Architecture and Professional Support Services contracts to The Altum Group, The Holt Group, NV5, CivilPros and Chen Ryan for a not to exceed amount of \$10,000.00 effective January 1, 2019 ending December 31, 2020. There are also two additional 1 year options that may be exercised after the completion of the initial contract period.
2. Authorize the Chairperson to sign the consultant agreements.

Sincerely,



MARK BAZA  
Executive Director

MB/da/cl

Attachments

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2018, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION (“ICTC”)** and **CHEN RYAN ASSOCIATES, INC.**, a California corporation  
6 (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional on-call, as-needed engineering services for engineering, architecture, and professional support  
10 services (“the Project”); and

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

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

15 1. **DEFINITIONS.**

16 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
17 Commission (ICTC) Request for Qualifications for On Call Engineering, Architecture and Professional  
18 Support Services” dated September 2018. The RFP is attached as **Exhibit “A”** and incorporated herein by  
19 this reference.

20 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “2018 On Call Engineering,  
21 Architecture and Professional Support Services” dated October 25, 2018. The Proposal is attached as  
22 **Exhibit “B”** and incorporated herein by this reference.

23 2. **CONTRACT COORDINATION.**

24 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
25 progress and execution of this Agreement. Ross Duenas PE is hereby designated as the Contract Manager  
26 for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement  
27 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to  
28 the prior written acceptance and approval of ICTC.

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. Upon receiving a Task Order from ICTC, CONSULTANT shall provide project specific  
9 professional on-call, as-needed engineering services for the Project described therein. The Task Order shall  
10 include: (a) the name of the project; (b) a detailed and identifiable scope of work; (c) a project schedule with  
11 relevant timeline(s); (d) the maximum compensation payable for services performed on that project  
12 according to the current prevailing wage rates under California Labor Code § 1775 (which may increase  
13 annually); and (e) any other relevant provision(s) deemed necessary by ICTC for performance of the work.  
14 No project specific services shall be performed without receipt of an executed Task Order. In no event will  
15 any charges be allowed or paid on projects that have not been assigned in this manner.

16 4.2 CONSULTANT shall comply with all terms, conditions and requirements of the RFP,  
17 Proposal and this Agreement. CONSULTANT shall perform such other tasks as necessary and proper for  
18 the full performance of the obligations assumed by CONSULTANT hereunder.

19 4.3. CONSULTANT shall:

20 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that  
21 may be necessary and incidental to the due and lawful prosecution of the services to be performed  
22 by CONSULTANT pursuant to this Agreement;

23 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully  
24 informed of all applicable existing and proposed federal, state and local laws, ordinances,  
25 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
26 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
27 services under this Agreement;  
28

1           4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
2 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

3           4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers  
4 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,  
5 drawings, specifications or provisions of this Agreement.

6           4.4. Any videotape, reports, information, data or other material given to, or prepared or  
7 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be  
8 made available to any individual or organization by CONSULTANT without the prior written approval of  
9 ICTC. The preceding restriction shall not apply to information which is in the public domain, was  
10 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
11 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT  
12 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
13 including confidential information, in response to a subpoena, court order, or other legal process.  
14 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
15 promptly notify ICTC in writing of the demand for information before responding to such demand.

16 5.    REPRESENTATIONS BY CONSULTANT.

17           5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple  
18 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
19 and understands that ICTC is relying upon such representation.

20           5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
21 possessing all required licenses and authorities to do business in the State of California and perform all  
22 aspects of this Agreement.

23           5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
24 provide any other services, or materials, in connection therewith until CONSULTANT has received  
25 written authorization from ICTC to do so.

26           5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
27 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
28 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.



1           5.4.   CONSULTANT represents and warrants that any employee, contractor and/or agent who  
2 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
3 and authorities, as well as the experience and training, to perform such tasks.

4           5.5.   CONSULTANT represents and warrants that the allegations contained in the Proposal are  
5 true and correct.

6           5.6.   CONSULTANT understands that ICTC considers the representations made herein to be  
7 material and would not enter into this Agreement with CONSULTANT if such representations were not  
8 made.

9   6.   COMPENSATION.

10          6.1.   ICTC agrees to pay CONSULTANT on a monthly basis consistent with the requirements  
11 set forth in Section 8 of this Agreement. The total compensation payable under this Agreement for the term  
12 set forth in Subsection 9.1 shall not exceed ten thousand dollars (\$10,000.00).

13          6.2.   If approved by ICTC through a Task Order as set forth in Section 4 of this Agreement,  
14 CONSULTANT shall be compensated in accordance with CONSULTANT's billing schedule as set forth in  
15 the Proposal.

16          6.3.   Only with prior written authorization from ICTC shall CONSULTANT receive payment for  
17 expenses. To receive payment for such expenses, CONSULTANT must submit expense reports and  
18 receipts to the satisfaction of ICTC. In no event shall CONSULTANT receive payment for expenses other  
19 than non-overhead items directly related to the services performed, such as, but not limited to,  
20 transportation, subsistence, reproduction of documents, computer costs, and all purchases which become  
21 property of ICTC.

22   7.   PAYMENT.

23          ICTC shall have the right to retain five percent (5%) of the total amount of each Task Order invoice  
24 until Completion of the Work provided for in each Task Order. "Completion of the Work" is when the  
25 work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and  
26 all subcontractors, if any, have been paid in full by CONSULTANT. Upon Completion of the Work,  
27 CONSULTANT shall bill ICTC the retention for payment.

28   ///

1 8. METHOD OF PAYMENT.

2 CONSULTANT shall prepare monthly invoices and progress reports which clearly indicate the  
3 progress to date and the amount of compensation due, in accordance with the approved scope of services.  
4 The invoice shall clearly indicate and separate the component(s) and project(s) being billed to the  
5 satisfaction of ICTC. CONSULTANT shall only invoice for work completed, unless otherwise agreed to  
6 by ICTC. CONSULTANT shall also prepare the forms required for payment under the state of California  
7 and/or federal project grant application requirements as directed by ICTC. CONSULTANT may expect to  
8 receive payment within a reasonable time thereafter and in any event in the normal course of business  
9 within thirty (30) days after the claim is submitted.

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

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
12 for a period of two (2) years, unless otherwise terminated as provided herein, with two (2) additional one  
13 (1) year extension options.

14 9.2. Both Parties agree that all consulting services required by this Agreement shall be  
15 satisfactorily completed in accordance with the project schedule described in the Task Order. Time  
16 extensions may be allowed for delays caused by ICTC, other governmental agencies, or factors not directly  
17 brought about by the negligence or lack of due care of CONSULTANT. When any such delays occur,  
18 CONSULTANT should immediately notify ICTC in writing of the cause of the delay. ICTC's Executive  
19 Director will review the facts presented regarding the cause of the delay and, when justified in his/her  
20 judgment, may grant an extension of time for completion of the work.

21 10. SUSPENSION OF AGREEMENT.

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

26 11. SUSPENSION AND/OR TERMINATION.

27 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying  
28 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and

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

7 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
8 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
9 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
10 permanent property of ICTC.

11 12. INSPECTION.

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

17 13. OWNERSHIP OF MATERIALS.

18 All original drawings, videotapes, studies, sketches, computations, reports, information, data and  
19 other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become  
20 the permanent property of ICTC and shall be delivered to ICTC upon demand, whether or not completed,  
21 and shall not be made available to any individual or organization without the prior written approval of  
22 ICTC.

23 14. INTEREST OF CONSULTANT.

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

27 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
28 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 Design Professional Services. To the furthest extent allowed by law,  
5 Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers,  
6 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,  
7 costs and damages (whether in contract, tort or strict liability, including but not limited to personal  
8 injury, death at any time and property damage), and from any and all claims, demands and actions in law  
9 or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or  
10 relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers,  
11 employees, agents or volunteers in the performance of design professional services under this  
12 Agreement by a "design professional," as the term is defined under California Civil Code Section  
13 2782.8(c)(2).

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

26 C. If Consultant should subcontract all or any portion of the services to be performed under  
27 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend  
28

1 ICTC and its members, board members, officers, officials, employees, agents and volunteers in  
2 accordance with the terms of the preceding paragraphs.

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

4 16. INDEPENDENT CONTRACTOR.

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

8 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
9 requirements and results specified by this Agreement or any other agreement.

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

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

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

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

26 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
27 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

1           16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
2 and conduct itself as an independent contractor, not as an employee of ICTC.

3           16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
4 or obligate ICTC in any way without the written consent of ICTC.

5 17. INSURANCE.

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

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

18           \$1,000,000 per occurrence for bodily injury and property damage

19           \$1,000,000 per occurrence for personal and advertising injury

20           \$2,000,000 aggregate for products and completed operations

21           \$2,000,000 general aggregate

22           (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
23 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
24 and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code  
25 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and  
26 property damage.

1 (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.  
2 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000  
3 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

4 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to  
5 Consultant's profession, with limits of liability of \$1,000,000 per claim/occurrence and \$2,000,000  
6 policy aggregate.

7 In the event CONSULTANT maintains insurance or self-insurance with broader coverage and/ or  
8 limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader  
9 coverage and/or the higher limits of liability maintained by CONSULTANT. Any available insurance  
10 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to  
11 ICTC. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the  
12 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford  
13 no less coverage than the primary insurance policy(ies).

14 Consultant shall be responsible for payment of any deductibles contained in any insurance policies  
15 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.  
16 Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC's Executive  
17 Director or his/her designee. At the option of the ICTC's Executive Director or his/her designee, either  
18 (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ICTC, its  
19 board members, officers, employees, agents, and volunteers; or (ii) Consultant shall provide a financial  
20 guarantee, satisfactory to the ICTC's Executive Director or his/her designee, guaranteeing payment of  
21 losses and related investigations, claim administration and defense expenses. At no time shall ICTC be  
22 responsible for the payment of any deductibles or self-insured retentions.

23 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall  
24 not be cancelled except after 30 calendar day written notice has been given to ICTC. Upon issuance by  
25 the insurer, broker, or agent of a notice of cancellation, Consultant shall furnish ICTC with a new  
26 certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire  
27 during the work to be performed for ICTC, Consultant shall provide a new certificate, and applicable  
28

1 endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration  
2 date of the expiring policy.

3 The General Liability and Automobile Liability insurance policies shall be written on an  
4 occurrence form. The General Liability (including ongoing operations and completed operations) and  
5 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
6 officials, employees and agents as an additional insured. All such policies of insurance shall be  
7 endorsed so Consultant's insurance shall be primary and no contribution shall be required of ICTC, its  
8 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
9 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,  
10 officers, officials, employees and agents. Should Consultant maintain insurance with broader coverage  
11 and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the  
12 broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance  
13 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to  
14 ICTC.

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

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

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

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

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

27 (v) These requirements shall survive expiration or termination of the Agreement.  
28



1 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting  
2 coverage required hereunder. **All certificates and applicable endorsements are to be received and**  
3 **approved by ICTC's Executive Director or his/her designee prior to ICTC's execution of the**  
4 **AGREEMENT and before work commences.** In the event of any claim and/or litigation arising or  
5 alleged to have arisen out of this Agreement, Consultant shall immediately furnish ICTC with a  
6 complete copy of any insurance policy required under this Agreement, including all endorsements, with  
7 said copy certified by the underwriter to be a true and correct copy of the original policy. This  
8 requirement shall survive expiration or termination of this Agreement.

9 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
10 Consultants fail to maintain any required insurance in full force and effect, all work under this  
11 Agreement shall be discontinued immediately, until notice is received by ICTC that the required  
12 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
13 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
14 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
15 Consultant of its responsibilities under this Agreement.

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

25 If Consultant should subcontract all or any portion of the services to be performed under this  
26 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of  
27 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance  
28 with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and

1 endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the  
2 sub-Consultant.

3 18. ASSIGNMENT.

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

7 19. NON-DISCRIMINATION.

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

24 20. NOTICES AND REPORTS.

25 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
26 by personal delivery or by mailing by certified mail, addressed as follows:

27 **ICTC**

28 Attn: Executive Director  
Imperial County Transportation Commission

**CONSULTANT**

Attn: Project Manager  
Chen Ryan Associates, Inc.

1 1503 N. Imperial Ave., Ste 104  
2 El Centro, CA 92243

3900 Fifth Avenue, Ste. 310  
San Diego, CA 92103

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 ICTC 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, shall bear its own attorney's fees and costs.

10 28. AUTHORITY.

11 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
12 that:

13 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
14 CONSULTANT;

15 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
16 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

17 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

18 29. COUNTERPARTS.

19 This Agreement may be executed in counterparts.

20 30. REVIEW OF AGREEMENT TERMS.

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

25 ///

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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 **CRISTI LERMA**  
11 Secretary to the Commission

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**CONSULTANT:**

By: \_\_\_\_\_  
MONIQUE CHEN, TE  
Principal in Charge

APPROVED AS TO FORM:

COUNTY COUNSEL  
KATHERINE TURNER

By: \_\_\_\_\_  
Eric Havens  
Deputy County Counsel

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2018, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** (“ICTC”) and **RAILPROS FIELD SERVICES, INC.** dba CivilPros, a Texas  
6 corporation qualified to do business in California (“CONSULTANT”) (individually, “Party;” collectively,  
7 “Parties”).

8 **WITNESSETH**

9 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
10 professional on-call, as-needed engineering services for engineering, architecture, and professional support  
11 services (“the Project”); and

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

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

16 1. **DEFINITIONS.**

17 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
18 Commission (ICTC) Request for Qualifications for On Call Engineering, Architecture and Professional  
19 Support Services” dated September 2018. The RFP is attached as **Exhibit “A”** and incorporated herein by  
20 this reference.

21 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Statement of Qualifications To  
22 Provide On Call Engineering, Architecture and Professional Support Services” dated October 26, 2018.  
23 The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

24 2. **CONTRACT COORDINATION.**

25 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
26 progress and execution of this Agreement. Bob Morin PE is hereby designated as the Contract Manager for  
27 CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement  
28 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to

1 the prior written acceptance and approval of ICTC.

2 3. DESCRIPTION OF WORK.

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

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

8 4. WORK TO BE PERFORMED BY CONSULTANT.

9 4.1. Upon receiving a Task Order from ICTC, CONSULTANT shall provide project specific  
10 professional on-call, as-needed engineering services for the Project described therein. The Task Order shall  
11 include: (a) the name of the project; (b) a detailed and identifiable scope of work; (c) a project schedule with  
12 relevant timeline(s); (d) the maximum compensation payable for services performed on that project  
13 according to the current prevailing wage rates under California Labor Code § 1775 (which may increase  
14 annually); and (e) any other relevant provision(s) deemed necessary by ICTC for performance of the work.  
15 No project specific services shall be performed without receipt of an executed Task Order. In no event will  
16 any charges be allowed or paid on projects that have not been assigned in this manner.

17 4.2 CONSULTANT shall comply with all terms, conditions and requirements of the RFP,  
18 Proposal and this Agreement. CONSULTANT shall perform such other tasks as necessary and proper for  
19 the full performance of the obligations assumed by CONSULTANT hereunder.

20 4.3. CONSULTANT shall:

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

24 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully  
25 informed of all applicable existing and proposed federal, state and local laws, ordinances,  
26 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
27 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
28 services under this Agreement;

1           4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
2 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

3           4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers  
4 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,  
5 drawings, specifications or provisions of this Agreement.

6           4.4. Any videotape, reports, information, data or other material given to, or prepared or  
7 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be  
8 made available to any individual or organization by CONSULTANT without the prior written approval of  
9 ICTC. The preceding restriction shall not apply to information which is in the public domain, was  
10 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
11 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT  
12 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
13 including confidential information, in response to a subpoena, court order, or other legal process.  
14 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
15 promptly notify ICTC in writing of the demand for information before responding to such demand.

16 5.    REPRESENTATIONS BY CONSULTANT.

17           5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple  
18 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
19 and understands that ICTC is relying upon such representation.

20           5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
21 possessing all required licenses and authorities to do business in the State of California and perform all  
22 aspects of this Agreement.

23           5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
24 provide any other services, or materials, in connection therewith until CONSULTANT has received  
25 written authorization from ICTC to do so.

26           5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
27 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
28 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.



1 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who  
2 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
3 and authorities, as well as the experience and training, to perform such tasks.

4 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are  
5 true and correct.

6 5.6. CONSULTANT understands that ICTC considers the representations made herein to be  
7 material and would not enter into this Agreement with CONSULTANT if such representations were not  
8 made.

9 6. COMPENSATION.

10 6.1. ICTC agrees to pay CONSULTANT on a monthly basis consistent with the requirements  
11 set forth in Section 8 of this Agreement. The total compensation payable under this Agreement for the term  
12 set forth in Subsection 9.1 shall not exceed ten thousand dollars (\$10,000.00).

13 6.2. If approved by ICTC through a Task Order as set forth in Section 4 of this Agreement,  
14 CONSULTANT shall be compensated in accordance with CONSULTANT's billing schedule as set forth in  
15 the Proposal.

16 6.3. Only with prior written authorization from ICTC shall CONSULTANT receive payment for  
17 expenses. To receive payment for such expenses, CONSULTANT must submit expense reports and  
18 receipts to the satisfaction of ICTC. In no event shall CONSULTANT receive payment for expenses other  
19 than non-overhead items directly related to the services performed, such as, but not limited to,  
20 transportation, subsistence, reproduction of documents, computer costs, and all purchases which become  
21 property of ICTC.

22 7. PAYMENT.

23 ICTC shall have the right to retain five percent (5%) of the total amount of each Task Order invoice  
24 until Completion of the Work provided for in each Task Order. "Completion of the Work" is when the  
25 work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and  
26 all subcontractors, if any, have been paid in full by CONSULTANT. Upon Completion of the Work,  
27 CONSULTANT shall bill ICTC the retention for payment.

28 ///

1 8. METHOD OF PAYMENT.

2 CONSULTANT shall prepare monthly invoices and progress reports which clearly indicate the  
3 progress to date and the amount of compensation due, in accordance with the approved scope of services.  
4 The invoice shall clearly indicate and separate the component(s) and project(s) being billed to the  
5 satisfaction of ICTC. CONSULTANT shall only invoice for work completed, unless otherwise agreed to  
6 by ICTC. CONSULTANT shall also prepare the forms required for payment under the state of California  
7 and/or federal project grant application requirements as directed by ICTC. CONSULTANT may expect to  
8 receive payment within a reasonable time thereafter and in any event in the normal course of business  
9 within thirty (30) days after the claim is submitted.

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

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
12 for a period of two (2) years, unless otherwise terminated as provided herein, with two (2) additional one  
13 (1) year extension options.

14 9.2. Both Parties agree that all consulting services required by this Agreement shall be  
15 satisfactorily completed in accordance with the project schedule described in the Task Order. Time  
16 extensions may be allowed for delays caused by ICTC, other governmental agencies, or factors not directly  
17 brought about by the negligence or lack of due care of CONSULTANT. When any such delays occur,  
18 CONSULTANT should immediately notify ICTC in writing of the cause of the delay. ICTC's Executive  
19 Director will review the facts presented regarding the cause of the delay and, when justified in his/her  
20 judgment, may grant an extension of time for completion of the work.

21 10. SUSPENSION OF AGREEMENT.

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

26 11. SUSPENSION AND/OR TERMINATION.

27 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying  
28 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and

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

7 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
8 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
9 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
10 permanent property of ICTC.

11 12. INSPECTION.

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

17 13. OWNERSHIP OF MATERIALS.

18 All original drawings, videotapes, studies, sketches, computations, reports, information, data and  
19 other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become  
20 the permanent property of ICTC and shall be delivered to ICTC upon demand, whether or not completed,  
21 and shall not be made available to any individual or organization without the prior written approval of  
22 ICTC.

23 14. INTEREST OF CONSULTANT.

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

27 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
28 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 Design Professional Services. To the furthest extent allowed by law,  
5 Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers,  
6 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,  
7 costs and damages (whether in contract, tort or strict liability, including but not limited to personal  
8 injury, death at any time and property damage), and from any and all claims, demands and actions in law  
9 or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or  
10 relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers,  
11 employees, agents or volunteers in the performance of design professional services under this  
12 Agreement by a "design professional," as the term is defined under California Civil Code Section  
13 2782.8(c)(2).

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

26           C. If Consultant should subcontract all or any portion of the services to be performed under  
27 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend  
28

1 ICTC and its members, board members, officers, officials, employees, agents and volunteers in  
2 accordance with the terms of the preceding paragraphs.

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

4 16. INDEPENDENT CONTRACTOR.

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

8 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
9 requirements and results specified by this Agreement or any other agreement.

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

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

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

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

26 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
27 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

1           16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
2 and conduct itself as an independent contractor, not as an employee of ICTC.

3           16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
4 or obligate ICTC in any way without the written consent of ICTC.

5 17. INSURANCE.

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

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

18           \$1,000,000 per occurrence for bodily injury and property damage

19           \$1,000,000 per occurrence for personal and advertising injury

20           \$2,000,000 aggregate for products and completed operations

21           \$2,000,000 general aggregate

22           (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
23 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
24 and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code  
25 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and  
26 property damage.

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

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

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

7 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the  
8 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford  
9 no less coverage than the primary insurance policy(ies).

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

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

1 The General Liability and Automobile Liability insurance policies shall be written on an  
2 occurrence form. The General Liability (including ongoing operations and completed operations) and  
3 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
4 officials, employees and agents as an additional insured. All such policies of insurance shall be  
5 endorsed so Consultant's insurance shall be primary and no contribution shall be required of ICTC, its  
6 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
7 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,  
8 officers, officials, employees and agents. Should Consultant maintain insurance with broader coverage  
9 and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the  
10 broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance  
11 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to  
12 ICTC.

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

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

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

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

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

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

26 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting  
27 coverage required hereunder. **All certificates and applicable endorsements are to be received and**  
28 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**



1 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,  
2 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under  
3 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and  
4 correct copy of the original policy. This requirement shall survive expiration or termination of this  
5 Agreement.

6 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
7 Consultants fail to maintain any required insurance in full force and effect, all work under this  
8 Agreement shall be discontinued immediately, until notice is received by ICTC that the required  
9 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
10 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
11 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
12 Consultant of its responsibilities under this Agreement.

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

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

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 ICTC. CONSULTANT may employ other  
4 specialists to perform services as required with prior approval by ICTC.

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 ICTC 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 **ICTC**

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

**CONSULTANT**

Attn: Project Manager  
RailPros Field Services, Inc., dba CivilPros  
401 B Street, Suite 1105  
San Diego, CA 92101

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

4           20.3. Any notice given by mail shall be considered given when deposited in the United States  
5 Mail, postage prepaid, addressed as provided herein.

6 21. ENTIRE AGREEMENT.

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

10 22. MODIFICATION.

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

13 23. PARTIAL INVALIDITY.

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

17 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

25 25. WAIVER.

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

1 26. CHOICE OF LAW.

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

5 27. ATTORNEY'S FEES.

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

8 28. AUTHORITY.

9 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
10 that:

11 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
12 CONSULTANT;

13 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

15 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

16 29. COUNTERPARTS.

17 This Agreement may be executed in counterparts.

18 30. REVIEW OF AGREEMENT TERMS.

19 This Agreement has been reviewed and revised by legal counsel for both ICTC and  
20 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting  
21 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments  
22 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 **CRISTI LERMA**  
11 Secretary to the Commission

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**CONSULTANT:**

By: \_\_\_\_\_  
**DOUGLAS B. SAWYER**  
Senior Vice President, West Region

**APPROVED AS TO FORM:**

**COUNTY COUNSEL**  
**KATHERINE TURNER**

By: \_\_\_\_\_  
Eric Havens  
Deputy County Counsel

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2018, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** (“ICTC”) and **NV5, Inc.**, a California corporation (“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 on-call, as-needed engineering services for engineering, architecture, and professional support  
10 services (“the Project”); and

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

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

15 1. **DEFINITIONS.**

16 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
17 Commission (ICTC) Request for Qualifications for On Call Engineering, Architecture and Professional  
18 Support Services” dated September 2018. The RFP is attached as **Exhibit “A”** and incorporated herein by  
19 this reference.

20 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “2018 On Call Engineering,  
21 Architecture, and Professional Support Services – Technical Proposal” dated October 26, 2018. The  
22 Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

23 2. **CONTRACT COORDINATION.**

24 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
25 progress and execution of this Agreement. Phil Kern is hereby designated as the Contract Manager for  
26 CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement  
27 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to  
28 the prior written acceptance and approval of ICTC.

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. Upon receiving a Task Order from ICTC, CONSULTANT shall provide project specific  
9 professional on-call, as-needed engineering services for the Project described therein. The Task Order shall  
10 include: (a) the name of the project; (b) a detailed and identifiable scope of work; (c) a project schedule with  
11 relevant timeline(s); (d) the maximum compensation payable for services performed on that project  
12 according to the current prevailing wage rates under California Labor Code § 1775 (which may increase  
13 annually); and (e) any other relevant provision(s) deemed necessary by ICTC for performance of the work.  
14 No project specific services shall be performed without receipt of an executed Task Order. In no event will  
15 any charges be allowed or paid on projects that have not been assigned in this manner.

16 4.2 CONSULTANT shall comply with all terms, conditions and requirements of the RFP,  
17 Proposal and this Agreement. CONSULTANT shall perform such other tasks as necessary and proper for  
18 the full performance of the obligations assumed by CONSULTANT hereunder.

19 4.3. CONSULTANT shall:

20 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that  
21 may be necessary and incidental to the due and lawful prosecution of the services to be performed  
22 by CONSULTANT pursuant to this Agreement;

23 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully  
24 informed of all applicable existing and proposed federal, state and local laws, ordinances,  
25 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
26 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
27 services under this Agreement;  
28

1           4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
2 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

3           4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers  
4 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,  
5 drawings, specifications or provisions of this Agreement.

6           4.4. Any videotape, reports, information, data or other material given to, or prepared or  
7 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be  
8 made available to any individual or organization by CONSULTANT without the prior written approval of  
9 ICTC. The preceding restriction shall not apply to information which is in the public domain, was  
10 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
11 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT  
12 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
13 including confidential information, in response to a subpoena, court order, or other legal process.  
14 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
15 promptly notify ICTC in writing of the demand for information before responding to such demand.

16 5.    REPRESENTATIONS BY CONSULTANT.

17           5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple  
18 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
19 and understands that ICTC is relying upon such representation.

20           5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
21 possessing all required licenses and authorities to do business in the State of California and perform all  
22 aspects of this Agreement.

23           5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
24 provide any other services, or materials, in connection therewith until CONSULTANT has received  
25 written authorization from ICTC to do so.

26           5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
27 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
28 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.



1           5.4.   CONSULTANT represents and warrants that any employee, contractor and/or agent who  
2 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
3 and authorities, as well as the experience and training, to perform such tasks.

4           5.5.   CONSULTANT represents and warrants that the allegations contained in the Proposal are  
5 true and correct.

6           5.6.   CONSULTANT understands that ICTC considers the representations made herein to be  
7 material and would not enter into this Agreement with CONSULTANT if such representations were not  
8 made.

9   6.   COMPENSATION.

10          6.1.   ICTC agrees to pay CONSULTANT on a monthly basis consistent with the requirements  
11 set forth in Section 8 of this Agreement. The total compensation payable under this Agreement for the term  
12 set forth in Subsection 9.1 shall not exceed ten thousand dollars (\$10,000.00).

13          6.2.   If approved by ICTC through a Task Order as set forth in Section 4 of this Agreement,  
14 CONSULTANT shall be compensated in accordance with CONSULTANT's billing schedule as set forth in  
15 the Proposal.

16          6.3.   Only with prior written authorization from ICTC shall CONSULTANT receive payment for  
17 expenses. To receive payment for such expenses, CONSULTANT must submit expense reports and  
18 receipts to the satisfaction of ICTC. In no event shall CONSULTANT receive payment for expenses other  
19 than non-overhead items directly related to the services performed, such as, but not limited to,  
20 transportation, subsistence, reproduction of documents, computer costs, and all purchases which become  
21 property of ICTC.

22   7.   PAYMENT.

23          ICTC shall have the right to retain five percent (5%) of the total amount of each Task Order invoice  
24 until Completion of the Work provided for in each Task Order. "Completion of the Work" is when the  
25 work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and  
26 all subcontractors, if any, have been paid in full by CONSULTANT. Upon Completion of the Work,  
27 CONSULTANT shall bill ICTC the retention for payment.

28   ///

1 8. METHOD OF PAYMENT.

2 CONSULTANT shall prepare monthly invoices and progress reports which clearly indicate the  
3 progress to date and the amount of compensation due, in accordance with the approved scope of services.  
4 The invoice shall clearly indicate and separate the component(s) and project(s) being billed to the  
5 satisfaction of ICTC. CONSULTANT shall only invoice for work completed, unless otherwise agreed to  
6 by ICTC. CONSULTANT shall also prepare the forms required for payment under the state of California  
7 and/or federal project grant application requirements as directed by ICTC. CONSULTANT may expect to  
8 receive payment within a reasonable time thereafter and in any event in the normal course of business  
9 within thirty (30) days after the claim is submitted.

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

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
12 for a period of two (2) years, unless otherwise terminated as provided herein, with two (2) additional one  
13 (1) year extension options.

14 9.2. Both Parties agree that all consulting services required by this Agreement shall be  
15 satisfactorily completed in accordance with the project schedule described in the Task Order. Time  
16 extensions may be allowed for delays caused by ICTC, other governmental agencies, or factors not directly  
17 brought about by the negligence or lack of due care of CONSULTANT. When any such delays occur,  
18 CONSULTANT should immediately notify ICTC in writing of the cause of the delay. ICTC's Executive  
19 Director will review the facts presented regarding the cause of the delay and, when justified in his/her  
20 judgment, may grant an extension of time for completion of the work.

21 10. SUSPENSION OF AGREEMENT.

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

26 11. SUSPENSION AND/OR TERMINATION.

27 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying  
28 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and

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

7 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
8 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
9 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
10 permanent property of ICTC.

11 12. INSPECTION.

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

17 13. OWNERSHIP OF MATERIALS.

18 All original drawings, videotapes, studies, sketches, computations, reports, information, data and  
19 other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become  
20 the permanent property of ICTC and shall be delivered to ICTC upon demand, whether or not completed,  
21 and shall not be made available to any individual or organization without the prior written approval of  
22 ICTC.

23 14. INTEREST OF CONSULTANT.

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

27 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
28 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 Design Professional Services. To the furthest extent allowed by law,  
5 Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers,  
6 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,  
7 costs and damages (whether in contract, tort or strict liability, including but not limited to personal  
8 injury, death at any time and property damage), and from any and all claims, demands and actions in law  
9 or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or  
10 relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers,  
11 employees, agents or volunteers in the performance of design professional services under this  
12 Agreement by a "design professional," as the term is defined under California Civil Code Section  
13 2782.8(c)(2).

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

26 C. If Consultant should subcontract all or any portion of the services to be performed under  
27 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend  
28

1 ICTC and its members, board members, officers, officials, employees, agents and volunteers in  
2 accordance with the terms of the preceding paragraphs.

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

4 16. INDEPENDENT CONTRACTOR.

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

8 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
9 requirements and results specified by this Agreement or any other agreement.

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

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

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

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

26 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
27 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

1           16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
2 and conduct itself as an independent contractor, not as an employee of ICTC.

3           16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
4 or obligate ICTC in any way without the written consent of ICTC.

5 17. INSURANCE.

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

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

18           \$1,000,000 per occurrence for bodily injury and property damage

19           \$1,000,000 per occurrence for personal and advertising injury

20           \$2,000,000 aggregate for products and completed operations

21           \$2,000,000 general aggregate

22           (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
23 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
24 and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code  
25 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and  
26 property damage.

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

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

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

7 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the  
8 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford  
9 no less coverage than the primary insurance policy(ies).

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

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

1 The General Liability and Automobile Liability insurance policies shall be written on an  
2 occurrence form. The General Liability (including ongoing operations and completed operations) and  
3 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
4 officials, employees and agents as an additional insured. All such policies of insurance shall be  
5 endorsed so Consultant's insurance shall be primary and no contribution shall be required of ICTC, its  
6 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
7 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,  
8 officers, officials, employees and agents. Should Consultant maintain insurance with broader coverage  
9 and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the  
10 broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance  
11 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to  
12 ICTC.

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

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

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

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

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

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

26 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting  
27 coverage required hereunder. **All certificates and applicable endorsements are to be received and**  
28 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**



1 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,  
2 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under  
3 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and  
4 correct copy of the original policy. This requirement shall survive expiration or termination of this  
5 Agreement.

6 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
7 Consultants fail to maintain any required insurance in full force and effect, all work under this  
8 Agreement shall be discontinued immediately, until notice is received by ICTC that the required  
9 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
10 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
11 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
12 Consultant of its responsibilities under this Agreement.

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

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

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 ICTC. CONSULTANT may employ other  
4 specialists to perform services as required with prior approval by ICTC.

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 ICTC 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 **ICTC**

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

**CONSULTANT**

Attn: Project Manager  
NV5, Inc.  
15092 Avenue of Science, Suite 200  
San Diego, CA 92128

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

4           20.3. Any notice given by mail shall be considered given when deposited in the United States  
5 Mail, postage prepaid, addressed as provided herein.

6 21. ENTIRE AGREEMENT.

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

10 22. MODIFICATION.

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

13 23. PARTIAL INVALIDITY.

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

17 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

25 25. WAIVER.

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

1 26. CHOICE OF LAW.

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

5 27. ATTORNEY'S FEES.

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

8 28. AUTHORITY.

9 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
10 that:

11 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
12 CONSULTANT;

13 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

15 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

16 29. COUNTERPARTS.

17 This Agreement may be executed in counterparts.

18 30. REVIEW OF AGREEMENT TERMS.

19 This Agreement has been reviewed and revised by legal counsel for both ICTC and  
20 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting  
21 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments  
22 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 **CRISTI LERMA**  
11 Secretary to the Commission

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**CONSULTANT:**

By: \_\_\_\_\_  
JACK ABCARIUS, PE  
Principal-in-Charge

**APPROVED AS TO FORM:**

COUNTY COUNSEL  
KATHERINE TURNER

By: \_\_\_\_\_  
Eric Havens  
Deputy County Counsel

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2018, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION (“ICTC”)** and **THE ALTUM GROUP**, a California corporation (“CONSULTANT”)  
6 (individually, “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 on-call, as-needed engineering services for engineering, architecture, and professional support  
10 services (“the Project”); and

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

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

15 1. **DEFINITIONS.**

16 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
17 Commission (ICTC) Request for Qualifications for On Call Engineering, Architecture and Professional  
18 Support Services” dated September 2018. The RFP is attached as **Exhibit “A”** and incorporated herein by  
19 this reference.

20 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Statement of Qualifications On  
21 Call Engineering, Architecture and Professional Support Services” dated October 26, 2018. The Proposal is  
22 attached as **Exhibit “B”** and incorporated herein by this reference.

23 2. **CONTRACT COORDINATION.**

24 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
25 progress and execution of this Agreement. Dale Ross PE is hereby designated as the Contract Manager for  
26 CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement  
27 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to  
28 the prior written acceptance and approval of ICTC.

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. Upon receiving a Task Order from ICTC, CONSULTANT shall provide project specific  
9 professional on-call, as-needed engineering services for the Project described therein. The Task Order shall  
10 include: (a) the name of the project; (b) a detailed and identifiable scope of work; (c) a project schedule with  
11 relevant timeline(s); (d) the maximum compensation payable for services performed on that project  
12 according to the current prevailing wage rates under California Labor Code § 1775 (which may increase  
13 annually); and (e) any other relevant provision(s) deemed necessary by ICTC for performance of the work.  
14 No project specific services shall be performed without receipt of an executed Task Order. In no event will  
15 any charges be allowed or paid on projects that have not been assigned in this manner.

16 4.2 CONSULTANT shall comply with all terms, conditions and requirements of the RFP,  
17 Proposal and this Agreement. CONSULTANT shall perform such other tasks as necessary and proper for  
18 the full performance of the obligations assumed by CONSULTANT hereunder.

19 4.3. CONSULTANT shall:

20 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that  
21 may be necessary and incidental to the due and lawful prosecution of the services to be performed  
22 by CONSULTANT pursuant to this Agreement;

23 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully  
24 informed of all applicable existing and proposed federal, state and local laws, ordinances,  
25 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
26 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
27 services under this Agreement;  
28

1           4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
2 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

3           4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers  
4 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,  
5 drawings, specifications or provisions of this Agreement.

6           4.4. Any videotape, reports, information, data or other material given to, or prepared or  
7 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be  
8 made available to any individual or organization by CONSULTANT without the prior written approval of  
9 ICTC. The preceding restriction shall not apply to information which is in the public domain, was  
10 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
11 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT  
12 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
13 including confidential information, in response to a subpoena, court order, or other legal process.  
14 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
15 promptly notify ICTC in writing of the demand for information before responding to such demand.

16 5.    REPRESENTATIONS BY CONSULTANT.

17           5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple  
18 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
19 and understands that ICTC is relying upon such representation.

20           5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
21 possessing all required licenses and authorities to do business in the State of California and perform all  
22 aspects of this Agreement.

23           5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
24 provide any other services, or materials, in connection therewith until CONSULTANT has received  
25 written authorization from ICTC to do so.

26           5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
27 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
28 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.



1           5.4.   CONSULTANT represents and warrants that any employee, contractor and/or agent who  
2 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
3 and authorities, as well as the experience and training, to perform such tasks.

4           5.5.   CONSULTANT represents and warrants that the allegations contained in the Proposal are  
5 true and correct.

6           5.6.   CONSULTANT understands that ICTC considers the representations made herein to be  
7 material and would not enter into this Agreement with CONSULTANT if such representations were not  
8 made.

9   6.   COMPENSATION.

10          6.1.   ICTC agrees to pay CONSULTANT on a monthly basis consistent with the requirements  
11 set forth in Section 8 of this Agreement. The total compensation payable under this Agreement for the term  
12 set forth in Subsection 9.1 shall not exceed ten thousand dollars (\$10,000.00).

13          6.2.   If approved by ICTC through a Task Order as set forth in Section 4 of this Agreement,  
14 CONSULTANT shall be compensated in accordance with CONSULTANT's billing schedule as set forth in  
15 the Proposal.

16          6.3.   Only with prior written authorization from ICTC shall CONSULTANT receive payment for  
17 expenses. To receive payment for such expenses, CONSULTANT must submit expense reports and  
18 receipts to the satisfaction of ICTC. In no event shall CONSULTANT receive payment for expenses other  
19 than non-overhead items directly related to the services performed, such as, but not limited to,  
20 transportation, subsistence, reproduction of documents, computer costs, and all purchases which become  
21 property of ICTC.

22   7.   PAYMENT.

23          ICTC shall have the right to retain five percent (5%) of the total amount of each Task Order invoice  
24 until Completion of the Work provided for in each Task Order. "Completion of the Work" is when the  
25 work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and  
26 all subcontractors, if any, have been paid in full by CONSULTANT. Upon Completion of the Work,  
27 CONSULTANT shall bill ICTC the retention for payment.

28   ///

1 8. METHOD OF PAYMENT.

2 CONSULTANT shall prepare monthly invoices and progress reports which clearly indicate the  
3 progress to date and the amount of compensation due, in accordance with the approved scope of services.  
4 The invoice shall clearly indicate and separate the component(s) and project(s) being billed to the  
5 satisfaction of ICTC. CONSULTANT shall only invoice for work completed, unless otherwise agreed to  
6 by ICTC. CONSULTANT shall also prepare the forms required for payment under the state of California  
7 and/or federal project grant application requirements as directed by ICTC. CONSULTANT may expect to  
8 receive payment within a reasonable time thereafter and in any event in the normal course of business  
9 within thirty (30) days after the claim is submitted.

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

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
12 for a period of two (2) years, unless otherwise terminated as provided herein, with two (2) additional one  
13 (1) year extension options.

14 9.2. Both Parties agree that all consulting services required by this Agreement shall be  
15 satisfactorily completed in accordance with the project schedule described in the Task Order. Time  
16 extensions may be allowed for delays caused by ICTC, other governmental agencies, or factors not directly  
17 brought about by the negligence or lack of due care of CONSULTANT. When any such delays occur,  
18 CONSULTANT should immediately notify ICTC in writing of the cause of the delay. ICTC's Executive  
19 Director will review the facts presented regarding the cause of the delay and, when justified in his/her  
20 judgment, may grant an extension of time for completion of the work.

21 10. SUSPENSION OF AGREEMENT.

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

26 11. SUSPENSION AND/OR TERMINATION.

27 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying  
28 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and

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

7 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
8 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
9 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
10 permanent property of ICTC.

11 12. INSPECTION.

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

17 13. OWNERSHIP OF MATERIALS.

18 All original drawings, videotapes, studies, sketches, computations, reports, information, data and  
19 other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become  
20 the permanent property of ICTC and shall be delivered to ICTC upon demand, whether or not completed,  
21 and shall not be made available to any individual or organization without the prior written approval of  
22 ICTC.

23 14. INTEREST OF CONSULTANT.

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

27 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
28 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 Design Professional Services. To the furthest extent allowed by law,  
5 Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers,  
6 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,  
7 costs and damages (whether in contract, tort or strict liability, including but not limited to personal  
8 injury, death at any time and property damage), and from any and all claims, demands and actions in law  
9 or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or  
10 relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers,  
11 employees, agents or volunteers in the performance of design professional services under this  
12 Agreement by a "design professional," as the term is defined under California Civil Code Section  
13 2782.8(c)(2).

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

26 C. If Consultant should subcontract all or any portion of the services to be performed under  
27 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend  
28

1 ICTC and its members, board members, officers, officials, employees, agents and volunteers in  
2 accordance with the terms of the preceding paragraphs.

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

4 16. INDEPENDENT CONTRACTOR.

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

8 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
9 requirements and results specified by this Agreement or any other agreement.

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

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

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

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

26 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
27 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

1           16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
2 and conduct itself as an independent contractor, not as an employee of ICTC.

3           16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
4 or obligate ICTC in any way without the written consent of ICTC.

5 17. INSURANCE.

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

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

18           \$1,000,000 per occurrence for bodily injury and property damage

19           \$1,000,000 per occurrence for personal and advertising injury

20           \$2,000,000 aggregate for products and completed operations

21           \$2,000,000 general aggregate

22           (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
23 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
24 and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code  
25 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and  
26 property damage.

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

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

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

7 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the  
8 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford  
9 no less coverage than the primary insurance policy(ies).

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

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

1 The General Liability and Automobile Liability insurance policies shall be written on an  
2 occurrence form. The General Liability (including ongoing operations and completed operations) and  
3 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
4 officials, employees and agents as an additional insured. All such policies of insurance shall be  
5 endorsed so Consultant's insurance shall be primary and no contribution shall be required of ICTC, its  
6 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
7 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,  
8 officers, officials, employees and agents. Should Consultant maintain insurance with broader coverage  
9 and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the  
10 broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance  
11 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to  
12 ICTC.

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

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

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

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

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

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

26 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting  
27 coverage required hereunder. **All certificates and applicable endorsements are to be received and**  
28 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**



1 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,  
2 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under  
3 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and  
4 correct copy of the original policy. This requirement shall survive expiration or termination of this  
5 Agreement.

6 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
7 Consultants fail to maintain any required insurance in full force and effect, all work under this  
8 Agreement shall be discontinued immediately, until notice is received by ICTC that the required  
9 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
10 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
11 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
12 Consultant of its responsibilities under this Agreement.

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

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

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 ICTC. CONSULTANT may employ other  
4 specialists to perform services as required with prior approval by ICTC.

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 ICTC 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 **ICTC**

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

**CONSULTANT**

Attn: Project Manager  
The Altum Group  
73-710 Fred Waring Drive, Suite 219  
Palm Desert, CA 92260

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

4           20.3. Any notice given by mail shall be considered given when deposited in the United States  
5 Mail, postage prepaid, addressed as provided herein.

6 21. ENTIRE AGREEMENT.

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

10 22. MODIFICATION.

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

13 23. PARTIAL INVALIDITY.

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

17 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

25 25. WAIVER.

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

1 26. CHOICE OF LAW.

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

5 27. ATTORNEY'S FEES.

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

8 28. AUTHORITY.

9 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
10 that:

11 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
12 CONSULTANT;

13 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

15 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

16 29. COUNTERPARTS.

17 This Agreement may be executed in counterparts.

18 30. REVIEW OF AGREEMENT TERMS.

19 This Agreement has been reviewed and revised by legal counsel for both ICTC and  
20 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting  
21 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments  
22 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 **CRISTI LERMA**  
11 Secretary to the Commission

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**CONSULTANT:**

By: \_\_\_\_\_  
DOUG FRANKLIN, PE  
Vice President

**APPROVED AS TO FORM:**

COUNTY COUNSEL  
KATHERINE TURNER

By: \_\_\_\_\_  
Eric Havens  
Deputy County Counsel

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2018, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** (“ICTC”) and **THE HOLT GROUP, INC.**, a California corporation  
6 (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional on-call, as-needed engineering services for engineering, architecture, and professional support  
10 services (“the Project”); and

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

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

15 1. **DEFINITIONS.**

16 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
17 Commission (ICTC) Request for Qualifications for On Call Engineering, Architecture and Professional  
18 Support Services” dated September 2018. The RFP is attached as **Exhibit “A”** and incorporated herein by  
19 this reference.

20 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “2018 On Call Engineering,  
21 Architecture and Professional Support Services – Technical Proposal” dated October 26, 2018. The  
22 Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

23 2. **CONTRACT COORDINATION.**

24 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
25 progress and execution of this Agreement. James “Jack” G. Holt PE is hereby designated as the Contract  
26 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this  
27 Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be  
28 subject to the prior written acceptance and approval of ICTC.

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. Upon receiving a Task Order from ICTC, CONSULTANT shall provide project specific  
9 professional on-call, as-needed engineering services for the Project described therein. The Task Order shall  
10 include: (a) the name of the project; (b) a detailed and identifiable scope of work; (c) a project schedule with  
11 relevant timeline(s); (d) the maximum compensation payable for services performed on that project  
12 according to the current prevailing wage rates under California Labor Code § 1775 (which may increase  
13 annually); and (e) any other relevant provision(s) deemed necessary by ICTC for performance of the work.  
14 No project specific services shall be performed without receipt of an executed Task Order. In no event will  
15 any charges be allowed or paid on projects that have not been assigned in this manner.

16 4.2 CONSULTANT shall comply with all terms, conditions and requirements of the RFP,  
17 Proposal and this Agreement. CONSULTANT shall perform such other tasks as necessary and proper for  
18 the full performance of the obligations assumed by CONSULTANT hereunder.

19 4.3. CONSULTANT shall:

20 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that  
21 may be necessary and incidental to the due and lawful prosecution of the services to be performed  
22 by CONSULTANT pursuant to this Agreement;

23 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully  
24 informed of all applicable existing and proposed federal, state and local laws, ordinances,  
25 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
26 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
27 services under this Agreement;  
28

1           4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
2 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

3           4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers  
4 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,  
5 drawings, specifications or provisions of this Agreement.

6           4.4. Any videotape, reports, information, data or other material given to, or prepared or  
7 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be  
8 made available to any individual or organization by CONSULTANT without the prior written approval of  
9 ICTC. The preceding restriction shall not apply to information which is in the public domain, was  
10 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
11 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT  
12 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
13 including confidential information, in response to a subpoena, court order, or other legal process.  
14 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
15 promptly notify ICTC in writing of the demand for information before responding to such demand.

16 5.     REPRESENTATIONS BY CONSULTANT.

17           5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple  
18 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
19 and understands that ICTC is relying upon such representation.

20           5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
21 possessing all required licenses and authorities to do business in the State of California and perform all  
22 aspects of this Agreement.

23           5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
24 provide any other services, or materials, in connection therewith until CONSULTANT has received  
25 written authorization from ICTC to do so.

26           5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
27 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
28 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.



1           5.4.   CONSULTANT represents and warrants that any employee, contractor and/or agent who  
2 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
3 and authorities, as well as the experience and training, to perform such tasks.

4           5.5.   CONSULTANT represents and warrants that the allegations contained in the Proposal are  
5 true and correct.

6           5.6.   CONSULTANT understands that ICTC considers the representations made herein to be  
7 material and would not enter into this Agreement with CONSULTANT if such representations were not  
8 made.

9   6.   COMPENSATION.

10          6.1.   ICTC agrees to pay CONSULTANT on a monthly basis consistent with the requirements  
11 set forth in Section 8 of this Agreement. The total compensation payable under this Agreement for the term  
12 set forth in Subsection 9.1 shall not exceed ten thousand dollars (\$10,000.00).

13          6.2.   If approved by ICTC through a Task Order as set forth in Section 4 of this Agreement,  
14 CONSULTANT shall be compensated in accordance with CONSULTANT's billing schedule as set forth in  
15 the Proposal.

16          6.3.   Only with prior written authorization from ICTC shall CONSULTANT receive payment for  
17 expenses. To receive payment for such expenses, CONSULTANT must submit expense reports and  
18 receipts to the satisfaction of ICTC. In no event shall CONSULTANT receive payment for expenses other  
19 than non-overhead items directly related to the services performed, such as, but not limited to,  
20 transportation, subsistence, reproduction of documents, computer costs, and all purchases which become  
21 property of ICTC.

22   7.   PAYMENT.

23          ICTC shall have the right to retain five percent (5%) of the total amount of each Task Order invoice  
24 until Completion of the Work provided for in each Task Order. "Completion of the Work" is when the  
25 work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and  
26 all subcontractors, if any, have been paid in full by CONSULTANT. Upon Completion of the Work,  
27 CONSULTANT shall bill ICTC the retention for payment.

28   ///

1 8. METHOD OF PAYMENT.

2 CONSULTANT shall prepare monthly invoices and progress reports which clearly indicate the  
3 progress to date and the amount of compensation due, in accordance with the approved scope of services.  
4 The invoice shall clearly indicate and separate the component(s) and project(s) being billed to the  
5 satisfaction of ICTC. CONSULTANT shall only invoice for work completed, unless otherwise agreed to  
6 by ICTC. CONSULTANT shall also prepare the forms required for payment under the state of California  
7 and/or federal project grant application requirements as directed by ICTC. CONSULTANT may expect to  
8 receive payment within a reasonable time thereafter and in any event in the normal course of business  
9 within thirty (30) days after the claim is submitted.

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

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
12 for a period of two (2) years, unless otherwise terminated as provided herein, with two (2) additional one  
13 (1) year extension options.

14 9.2. Both Parties agree that all consulting services required by this Agreement shall be  
15 satisfactorily completed in accordance with the project schedule described in the Task Order. Time  
16 extensions may be allowed for delays caused by ICTC, other governmental agencies, or factors not directly  
17 brought about by the negligence or lack of due care of CONSULTANT. When any such delays occur,  
18 CONSULTANT should immediately notify ICTC in writing of the cause of the delay. ICTC's Executive  
19 Director will review the facts presented regarding the cause of the delay and, when justified in his/her  
20 judgment, may grant an extension of time for completion of the work.

21 10. SUSPENSION OF AGREEMENT.

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

26 11. SUSPENSION AND/OR TERMINATION.

27 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying  
28 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and

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

7 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
8 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
9 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
10 permanent property of ICTC.

11 12. INSPECTION.

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

17 13. OWNERSHIP OF MATERIALS.

18 All original drawings, videotapes, studies, sketches, computations, reports, information, data and  
19 other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become  
20 the permanent property of ICTC and shall be delivered to ICTC upon demand, whether or not completed,  
21 and shall not be made available to any individual or organization without the prior written approval of  
22 ICTC.

23 14. INTEREST OF CONSULTANT.

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

27 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
28 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 Design Professional Services. To the furthest extent allowed by law,  
5 Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers,  
6 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,  
7 costs and damages (whether in contract, tort or strict liability, including but not limited to personal  
8 injury, death at any time and property damage), and from any and all claims, demands and actions in law  
9 or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or  
10 relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers,  
11 employees, agents or volunteers in the performance of design professional services under this  
12 Agreement by a "design professional," as the term is defined under California Civil Code Section  
13 2782.8(c)(2).

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

26           C. If Consultant should subcontract all or any portion of the services to be performed under  
27 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend  
28

1 ICTC and its members, board members, officers, officials, employees, agents and volunteers in  
2 accordance with the terms of the preceding paragraphs.

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

4 16. INDEPENDENT CONTRACTOR.

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

8 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
9 requirements and results specified by this Agreement or any other agreement.

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

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

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

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

26 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
27 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

1           16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
2 and conduct itself as an independent contractor, not as an employee of ICTC.

3           16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
4 or obligate ICTC in any way without the written consent of ICTC.

5 17. INSURANCE.

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

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

18           \$1,000,000 per occurrence for bodily injury and property damage

19           \$1,000,000 per occurrence for personal and advertising injury

20           \$2,000,000 aggregate for products and completed operations

21           \$2,000,000 general aggregate

22           (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
23 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
24 and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code  
25 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and  
26 property damage.

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

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

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

7 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the  
8 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford  
9 no less coverage than the primary insurance policy(ies).

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

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

1 The General Liability and Automobile Liability insurance policies shall be written on an  
2 occurrence form. The General Liability (including ongoing operations and completed operations) and  
3 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
4 officials, employees and agents as an additional insured. All such policies of insurance shall be  
5 endorsed so Consultant's insurance shall be primary and no contribution shall be required of ICTC, its  
6 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
7 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,  
8 officers, officials, employees and agents. Should Consultant maintain insurance with broader coverage  
9 and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the  
10 broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance  
11 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to  
12 ICTC.

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

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

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

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

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

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

26 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting  
27 coverage required hereunder. **All certificates and applicable endorsements are to be received and**  
28 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**



1 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,  
2 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under  
3 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and  
4 correct copy of the original policy. This requirement shall survive expiration or termination of this  
5 Agreement.

6 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
7 Consultants fail to maintain any required insurance in full force and effect, all work under this  
8 Agreement shall be discontinued immediately, until notice is received by ICTC that the required  
9 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
10 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
11 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
12 Consultant of its responsibilities under this Agreement.

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

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

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 ICTC. CONSULTANT may employ other  
4 specialists to perform services as required with prior approval by ICTC.

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 ICTC 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 **ICTC**

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

**CONSULTANT**

Attn: Project Manager  
The Holt Group, Inc.  
1601 North Imperial  
El Centro, CA 92243

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

4           20.3. Any notice given by mail shall be considered given when deposited in the United States  
5 Mail, postage prepaid, addressed as provided herein.

6 21. ENTIRE AGREEMENT.

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

10 22. MODIFICATION.

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

13 23. PARTIAL INVALIDITY.

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

17 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

25 25. WAIVER.

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

1 26. CHOICE OF LAW.

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

5 27. ATTORNEY'S FEES.

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

8 28. AUTHORITY.

9 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
10 that:

11 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
12 CONSULTANT;

13 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

15 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

16 29. COUNTERPARTS.

17 This Agreement may be executed in counterparts.

18 30. REVIEW OF AGREEMENT TERMS.

19 This Agreement has been reviewed and revised by legal counsel for both ICTC and  
20 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting  
21 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments  
22 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:**

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9 \_\_\_\_\_  
10 **CRISTI LERMA**  
11 Secretary to the Commission

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**CONSULTANT:**

By: \_\_\_\_\_  
JAMES "JACK" G. HOLT, PE  
Secretary CFO

**APPROVED AS TO FORM:**

COUNTY COUNSEL  
KATHERINE TURNER

By: \_\_\_\_\_  
Eric Havens  
Deputy County Counsel

## **VII. ACTION CALENDAR**

### **C. IMPERIAL VALLEY TRANSIT BRANDED SERVICES TICKET/FARE MEDIA/BUS PASSES VENDOR SALES PROGRAM**



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

December 7, 2018

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave Suite 104  
El Centro, CA 92243

**SUBJECT: Imperial Valley Transit (IVT) Branded Services Ticket/Fare Media/Bus Passes Vendor Sales Program**

Dear Committee Members:

Tickets and various fare media are available for purchase at several locations including City Halls, Chambers of Commerce, Imperial Valley College (IVC) and at the IVT bus operations center on East Ross Road. Due to an increase in the use of the transit system, ICTC staff has researched the potential sale of bus tickets at social service agencies and other commercial vendors, i.e., local stores and retail outlets. To allow for this opportunity, staff developed a vendor sales program and agreement for adoption by the Commission.

There were many factors considered, including but not limited to: accounting and control, cash handling, inventory, administration and oversight by the IVT transit contractor(s) and ICTC staff. In addition, based on a review of peer agencies programs, a common industry practice is to offer for vendors a commission for such sales to offset time and staff expense.

ICTC staff have developed draft program guidelines and agreement documents. The documents were circulated for comment to members of the Social Services Transportation Advisory Council (SSTAC). The goal would be to have the program in place January 1, 2019 and solicit participants. After one year ICTC staff would review the program for continuation. At that time, ICTC staff can recommend changes as deemed necessary.

ICTC staff are also reviewing the potential to sell tickets and various fare media from the ICTC administrative office. Internal policies for cash handling/petty cash are under review and development.

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

1. Approve the IVT Ticket Sales Vendor Program Guidelines and Agreement with a 1% commission available for vendors.

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

2. Authorize the Executive Director or his designee to initiate the program including signing the agreement with vendors, and completing administrative arrangements.
3. Direct staff to review the program and return after one year for direction on continuation.

Sincerely,

MARK BAZA  
Executive Director

BY: 

Kathi Williams  
Transit Programs Manager

MB/ksw/cl

Attachments



# **Imperial County Transportation Commission**

## **IVT TICKET SALES VENDOR PROGRAM GUIDELINES**

Tickets are available for many of the public transit services that are offered for the IVT branded public transit services. Vendors can assist ICTC with the sale of tickets, thereby increasing the mobility options for the public. A commission is available to offset the expense with the sales of the tickets. Because the tickets represent a monetary value, the tickets must be kept under an inventory control process. Vendors must recognize that they are responsible for the value of the tickets that they maintain in their possession.

ICTC contracts the public transit services operations to qualified transit operators. The transit operator will be the primary point of contact and provide the staff to function as the IVT representative on behalf of ICTC. The IVT representative will interact with the Vendor as follows. However, the Vendor can contact ICTC staff at any time.

### **1. Becoming an ICTC Sales Vendor**

Once a Vendor signs an IVT Ticket Sales Vendor Agreement, the Vendor will then become part of the program. The Vendor will receive IVT fare merchandise on a consignment basis. Each month thereafter, the Vendor will receive a regular order form from the IVT representative. Call the IVT representative to reorder IVT fare merchandise or to change an order.

Vendors must sign an agreement that they understand that they are responsible to for the quantity and value of tickets, and treat the tickets as cash merchandise.

### **2. Ordering Merchandise**

After the Vendor is established to sell IVT fare merchandise, the IVT representative will deliver a set amount of IVT fare merchandise based on the Vendor's order. If the Vendor needs to change the quantity of IVT fare merchandise sold, call IVT at (760) 482-2900.

As an effort to serve you better, please provide the following information to the IVT representative when ordering more IVT fare merchandise:

- Your Name
- Your Company Name
- Phone Number
- Vendor Number
- The quantity and denomination of each type of ordered fare merchandise that you wish to order.

### **3. Delivery of Fare Merchandise**

The Vendor will receive IVT fare merchandise prior to the end of each month.

All orders will be delivered by an IVT representative. It is important that before accepting any order, the Vendor confirm that the fare merchandise received matches the log that accompanies the order. Please verify the following carefully:

- The correct fare merchandise is received
- The correct quantity is received

Once the Vendor verifies this information, please sign the log for receipt of the fare merchandise. Once accepted, the Vendor is responsible for all fare merchandise ordered until it is either sold or returned to IVT.

Should the Vendor find any discrepancy, please contact IVT at (760) 482-2900 immediately.

IVT fare merchandise is given to a Vendor on consignment, which means that any unsold or unused fare merchandise may be returned to IVT for credit towards the payment of an invoice. All merchandise being returned to IVT should be received by the **due date on the invoice** to ensure that credit will be given.

The ICTC representative will pick up returned merchandise and payments at the end of the month. When preparing returns, please note on the Sales Worksheet the number of fare merchandise items being returned to IVT.

After fare merchandise has been accepted, it is the sole responsibility of the Vendor to sell or return unsold merchandise to IVT. If IVT fare merchandise is lost or stolen, IVT will not replace them. It will be the responsibility of the Vendor to pay for the lost or stolen fare merchandise.

### **4. Fare Prices**

Please refer to the attachments for the current fare pricing. Not all of the public transit services operate in each community. Therefore, the Vendor should obtain the fare media that best suits the needs and location of their clientele.

### **5. Sales**

After fare merchandise has been accepted, it is the sole responsibility of the Vendor to structure the sales hours, locations, etc. related to the sales of the fare merchandise. The Vendor will hold all funds on deposit until the end of the month when the IVT representative returns to replenish ticket supplies and collect fare money.

## **6. Available Commission to offset Vendor staff expense**

The ICTC Commission has approved a commission to offset Vendor staff expense associated with participation in this program. The commission as of January 2019 is 1% of sales. The IVT representative will document the commission and return the amount to the Vendor based on the monthly visitations. The commission is voluntary and Vendors are not required to participate.

## **7. Cash and Check Policy**

No personal checks will be accepted. All checks must be from a place of business and payable to the transit contractor for ICTC. All returned checks may be sent to a collection agency and a \$25.00 service charge may be imposed. Should funds not be received within 120 days the Vendor agreement may be canceled.

## **8. Helpful Materials**

IVT Rider's Guide's and other IVT related brochures will be provided to Vendor locations free of charge. Occasionally, some marketing materials may also be available. Call (760) 482-2900 for additional information.

IVT ACCESS brochures and other related items will be provided to Vendor locations free of charge. Occasionally, some marketing materials may also be available. Call (760) 482-2908 for additional information.

IVT RIDE brochures and other related items will be provided to Vendor locations free of charge. Occasionally, some marketing materials may also be available. Call (760) 337-1760 for additional information.

IVT MedTrans brochures and other related items will be provided to Vendor locations free of charge. Occasionally, some marketing materials may also be available. Call (760) 337-1766 for additional information.

IVT branded services have customer service staff, as well as, ICTC Mobility Coordination staff available to assist with route and schedule information. Call (760) 592-4494 or visit [www.imperialctc.org](http://www.imperialctc.org) or for current schedule information see the IVT websites at [www.ivtransit.org](http://www.ivtransit.org), [www.ivtaccess.org](http://www.ivtaccess.org), [www.ivride.org](http://www.ivride.org), [IVTMedTrans.org](http://IVTMedTrans.org)

## Attachment A

### Imperial Valley Transit (IVT) Fare Pricing (11-2018)

#### Fares Per One Way by Zone

Local Zone Fare	\$1.00
Senior / Disabled Local Zone Fare*	\$ .50
Regional Zone Fare	\$1.25
Senior / Disabled Regional Zone Fare*	\$ .60
DIRECT Zone Fare	\$2.50
IVC EXPRESS Students	\$1.20
IVC EXPRESS Non-Students	\$1.75
FAST	\$2.25

*Please refer to the IVT Rider's Guide for Zone Map and definition*

#### 20 - Ride IVT Ticket Booklet Prices

Local Zone	\$ 16.00
Senior/Disabled Local Zone*	\$ 12.00
Regional Zone	\$ 20.00
Senior Disabled Regional Zone*	\$ 15.00
IVC Express Student Booklet (for Express Routes Only)	\$ 25.00

#### *\*Eligibility Requirements:*

- Seniors (age 60 years old and older) – Show Medicare ID, Senior ID/Photo ID Card • Persons with Disabilities – Show IVT ACCESS Letter W/ID Number or Medicare Card.
- IVC Student– Show student ID card.

All fares are subject to change without notice.

**Attachment B**

**IVT ACCESS Fare Pricing (11-2018)**

A booklet has 10 tickets

Local Zone                      \$16.00

Regional Zone                    \$20.00

DRAFT

**Attachment C**

**IVT RIDE Fare Pricing (11-2018)**

A booklet has 10 tickets

Calexico	\$ 9.00
El Centro	\$11.25
Imperial Regional	\$15.75
Imperial Local	\$ 6.75
Brawley	\$13.50
Westshores Regional	\$22.50
Westshores Local	\$18.00

DRAFT

**Attachment D**

**IVT MedTrans Fare Pricing (11-2018)**

Category A	\$15.00
Category B	\$30.00
Personal Care Attendant	\$ 7.00

At this time, IVT MedTrans fares must be paid in advance at the IVT MedTrans operations office 48 hours in advance. No tickets are currently available.

DRAFT

# Imperial County Transportation Commission

## IVT TICKET SALES / PASS VENDOR AGREEMENT

This Sales Pass VENDOR Agreement between the IMPERIAL COUNTY TRANSPORTATION COMMISSION, hereafter "ICTC" and \_\_\_\_\_ (Business or VENDOR Name), hereafter "VENDOR", is made and entered into as of \_\_\_\_\_, 20\_\_\_. ICTC and VENDOR do mutually agree as follows:

**1. Terms and Conditions**

VENDOR agrees to abide by all terms and conditions pertaining to Sales VENDORS which sell ICTC transit fare merchandise as set forth in the ICTC Sales VENDOR Program Guidelines (hereafter "Exhibit A"), which is attached hereto and incorporated herein by this reference. ICTC may amend the Exhibit A from time to time and VENDOR agrees to comply with any new or modified terms and conditions if ICTC sends or delivers a copy of the revised Exhibit A to VENDOR. After VENDOR accepts ICTC transit fare merchandise, it is the sole responsibility of VENDOR to sell or return unsold merchandise to ICTC. ICTC is not responsible for lost or stolen transit fare merchandise after acceptance by VENDOR. It will be the responsibility of the VENDOR to pay for any lost or stolen transit fare merchandise.

**2. Independent Contractor**

In selling ICTC transit fare merchandise, VENDOR shall act as an independent contractor and not as an employee of ICTC. In particular, ICTC shall not be responsible by providing workers' compensation insurance or any other protective insurance coverage or employment benefit payable to employees of VENDOR that is based upon the relationship of employer and employee. VENDOR shall assume all responsibility of payment of wages to its employees and for federal and state income tax withholding. VENDOR hereby agrees to indemnify and hold ICTC, its officers, agents, employees, contractor, volunteers or consultants, harmless from any and all claims that may be made against ICTC based upon any contention by any employee of VENDOR or by any third party, including but not limited to any State or Federal agency, that an employer – employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Pass Sales VENDOR Agreement or by reason of the nature and/or performance of any obligation under this Pass Sales VENDOR Agreement.

**3. Termination**

Either party may terminate this Pass Sales VENDOR Agreement by giving sixty (60) days advance written notice and specifying the effective date of termination. Any notice of termination shall be sent to the other party via certified or registered mail addressed as set forth below. ICTC, in its sole discretion, may terminate this Pass Sales VENDOR Agreement without prior notice to VENDOR for nonpayment, filing a petition in bankruptcy, or violation of any term or condition as set forth in this Pass Sales VENDOR Agreement and/or Exhibit A.



4. **Sales Commission**

ICTC shall provide a 1% commission for selling ICTC transit fare merchandise. Said commission shall be deducted from each transit fare merchandise sold. ICTC will invoice for transit fare merchandise sold less the commission provided.

5. **Authority**

The person signing the Sales VENDOR Agreement on behalf of the VENDOR hereby certifies that it has the authority to bind the VENDOR to the terms and conditions set forth herein.

\_\_\_\_\_  
Business Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ICTC**

By: \_\_\_\_\_

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

IMPERIAL COUNTY  
TRANSPORTATION  
COMMISSION  
1503 N IMPERIAL AVE., STE 104  
(760) 592-4494

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Contact Name & Phone #

\_\_\_\_\_  
VENDOR Name

\_\_\_\_\_  
VENDOR Address

\_\_\_\_\_  
VENDOR Contact Name & Phone #

# **VII. ACTION CALENDAR**

## **D. UNMET TRANSIT NEEDS PUBLIC HEARING FOR FISCAL YEAR 2019-20**



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

December 7, 2018

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, Ca. 92243

**SUBJECT: Unmet Transit Needs Public Hearing - for Fiscal Year 2019-20**

Dear Committee Members:

Section 99401.5 of the Public Utilities Code states that:

"The Transportation Planning Agency (TPA) shall hold at least one public hearing pursuant to 99238.5, for the purpose of soliciting comments on the Unmet Transit Needs that may exist within the jurisdiction."

Unmet Transit Needs that are determined to be "Reasonable to Meet" by ICTC may be established by providing transit services directly, by contracting for new transit services, or the expansion of existing services. In addition, consultant studies are also conducted when practical to evaluate options or complete evaluations.

In the recent past, these Public Hearings have been held in the January - March time frame at the IID Board Chambers in El Centro, at approximately 3:00PM. ICTC is required to select the Hearing Panel from the elected official members of the Commission. It has been customary to appoint five members with two alternates. Typically, two members from the County are selected, with three City representatives. The alternates are also from the Cities.

The Panel meets twice, once for the actual hearing and then reconvenes approximately one month later to review testimony and adopt the "Findings" or actions to be implemented in the subsequent fiscal year. The date of the second meeting is determined by the panel members during the preliminary meeting. ICTC staff issue the public notices and coordinates administrative arrangements, which includes bilingual translation.

Last year the appointed panel members were:

Maria Froelich-Nava	Councilmember, City of Calipatria
Cheryl Viegas-Walker	Councilmember, City of El Centro
Robert Amparano	Councilmember, City of Imperial
Luis Plancarte	Supervisor #2, County of Imperial
Ryan Kelley	Supervisor #4, County of Imperial
George Nava	Councilmember, City of Brawley, Alternate

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

A Thursday afternoon or evening hearing is recommended, as there are typically no regularly scheduled City Council Board meetings; and the public is generally able to attend.

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

1. Appoint the Unmet Transit Needs Hearing Panel: two members from the County, three City representatives with two City alternates.
2. Select a Public Hearing date of February 21 or February 28, 2019, and the set the time of the hearing.
3. Direct staff to conduct the administrative arrangements.

Sincerely,

MARK BAZA  
Executive Director

BY: 

Kathi Williams  
Transit Programs Manager

MB/ksw/cl

## **VII. ACTION CALENDAR**

- E. SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AND CONGESTION MITIGATION AND AIR QUALITY PROGRAM 2018 CALL FOR PROJECTS—FY 2019/2020 TO FY 2021/2022



**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

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

December 7, 2018

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave Suite 104  
El Centro, CA 92243

**SUBJECT:** Surface Transportation Block Grant Program and Congestion Mitigation and Air Quality Program 2018 Call for Projects – FY 2019/2020 to FY 2021/2022

Dear Committee Members:

The Imperial County Transportation Commission has received revenue information for the Congestion Mitigation and Air Quality (CMAQ) and the Surface Transportation Block Grant Program (STBG) funding by staff at the Southern California Association of Governments (SCAG).

Approximately \$12.8 million may be available over a three year-period beginning in federal fiscal year FFY 2019/2020 and ending in FY2021/2022. SCAG staff has recommended that the subregions proceed with a call for projects according the estimated funding projections of both CMAQ and STBG programs.

The CMAQ Program is a federally-funded program that provides funding for transportation projects and programs to help meet the requirements of the Clean Air Act (CAA) (42 U.S.C. 7401 *et seq.*). Each CMAQ project must meet three basic criteria: must be a transportation project, generate an emissions reduction, and located in or benefit an air quality nonattainment or maintenance area. The following is the projected funding amounts for the CMAQ program.

<b>CMAQ Funding Estimates</b>			
<b>FY2019/20</b>	<b>FY2020/21</b>	<b>FY2021/22</b>	<b>TOTAL</b>
\$1,756,009	\$1,755,380	\$1,754,739	\$5,266,128

The STBG Program is a federal funding program authorized under the Fixing America’s Surface Transportation (FAST) Act (Pub. L. 114-94) signed by the President on December 4, 2015. The FAST Act changed the name of the program from “Surface Transportation Program (STP)” to STBG. The program will provide funds for transportation projects located on federal-aid roads system. The following is the projected funding amounts for the STBG program.

<b>STBG Funding Estimates</b>			
<b>FY2019/20</b>	<b>FY2020/21</b>	<b>FY2021/22</b>	<b>TOTAL</b>
\$2,543,965	\$2,541,496	\$2,538,979	\$7,624,440

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

The proposed STBG and CMAQ 2018 Call for Projects will be open to all cities and the County of Imperial. Below is the proposed Call for Projects implementation schedule for both CMAQ and STBG.

**Call for Projects Schedule:**

December 6, 2018	Technical Advisory Committee approves CMAQ & STBG Guidelines
December 12, 2018	Management Committee approves CMAQ & STBG Guidelines
December 12, 2018	ICTC approves CMAQ & STBG Guidelines
December 17, 2018	Call for Projects begins
March 1, 2019	Call for Projects ends
March 4, 2019	Project selection process begins
March 28, 2019	Project selection process ends (ICTC staff recommendation list generated)
April 4, 2019	TAC approves project selection recommendations
April 10, 2019	Management Committee approves project selection recommendations
April 24, 2019	Commission approves project selection recommendations

ICTC staff recommends that a competitive call for projects be conducted for member agencies under the local program guidelines approved by ICTC and used previously in 2012 and 2015. The attachments includes a copy of both STBG and CMAQ Program Guidelines that summarize the revenue estimates, the eligibility criteria under both programs, the proposed schedule, the selection criteria and a draft application. It should be noted that STBG and CMAQ are two separate programs and different backup documentation is required, please refer to the attached guidelines for details.

ICTC met with the Technical Advisory Committee for discussion and recommendation on December 6, 2018 and forwards to the ICTC Management Committee and Commission after public comments, if any:

1. Approve and adopt the Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) 2018 Call for Projects Guidelines;
2. Direct staff to open a competitive call for projects for member agencies for estimated STBG and CMAQ funds, effective December 17, 2018 through March 1, 2019;
3. Direct staff to convene an evaluation committee to score and rank the projects; and,
4. Direct staff to return with a list of recommended projects for approval by the Commission.

Sincerely,



MARK BAZA  
Executive Director

MB/vm

Attachment

# **Imperial County Transportation Commission**

## **SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM**

**2018 Call for Projects**

**Guidelines and Application**

**Fall 2018**

1503 N. Imperial Avenue, Suite 104  
El Centro, CA 92243



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## INTRODUCTION

The Surface Transportation Block Grant Program (STBG) is a federal funding program authorized under the Fixing America's Surface Transportation (FAST) Act (Pub. L. 114-94) signed by the President on December 4, 2015. The FAST Act changed the name of the program from "Surface Transportation Program (STP)" to STBG. The program provides funding for transportation projects located on federal-aid roads (with a few exceptions as noted in these guidelines).

### **Project Eligibility**

STBG projects may not be undertaken on a road functionally classified as a local road or a rural minor collector unless the road was on a Federal-aid highway system on January 1, 1991, except—

- a. For a bridge or tunnel project (other than the construction of a new bridge or tunnel at a new location);
- b. For a project described in 23 U.S.C. 133(b)(4)-(11) and described below under "Eligible Activities" (b)(4) through (11);
- c. For transportation alternatives projects described in 23 U.S.C. 101(a)(29) before enactment of the FAST Act (these are described in 23 U.S.C. 133(h) and in separate TA Set-Aside guidance.); and
- d. As approved by the Secretary.

### **Overview**

ICTC, acting in its role as the Regional Transportation Planning Agency (RTPA), has begun the process to program future federal STBG revenues anticipated during FYs 2019/20, 2020/21 and 2021/22. STBG funds are reimbursable federal aid funds, subject to the requirements of Title 23, United States code. Eligible costs for funds include preliminary engineering, right-of-way acquisition, and construction/purchase/installation costs association with an eligible activity. Upon approval by ICTC, approved projects will be added to the Federal Transportation Improvement Program (FTIP) to allow project sponsors to "obligate" the STBG funds.

### **Call for Projects Schedule**

The schedule for the Call for Projects is as follows:

December 6, 2018	Technical Advisory Committee approves CMAQ Guidelines
December 12, 2018	Management Committee approves CMAQ Guidelines
December 12, 2018	ICTC approves CMAQ Guidelines
December 17, 2018	Call for Projects begins
March 1, 2019	Call for Projects ends
March 4, 2019	Project selection process begins
March 28, 2019	Project selection process ends (ICTC staff recommendation list generated)
April 4, 2019	TAC approves project selection recommendations
April 10, 2019	Management Committee approves project selection recommendations
April 24, 2019	ICTC approves project selection recommendations

## ELIGIBLE PROJECTS

This section describes the projects and activities eligible for STBG funds. The information was obtained from the STBG Implementation Guidance (March 7, 2016) available online at:

<http://www.fhwa.dot.gov/fastact/>

Eligible project and activities are:

- 1) Construction, as defined in 23 U.S.C. 101(a)(4), of the following:
  - Highways, bridges, and tunnels, including designated routes of the Appalachian development highway system and local access roads under 40 U.S.C. 14501;
  - Ferry boats and terminal facilities eligible under 23 U.S.C. 129(c);
  - transit capital projects eligible under chapter 53 of title 49, United States Code;
  - Infrastructure-based intelligent transportation systems capital improvements, including the installation of vehicle-to-infrastructure communication equipment;
  - Truck parking facilities eligible under Section 1401 of MAP-21 (23 U.S.C. 137 note); and
  - Border infrastructure projects eligible under Section 1303 of SAFETEA-LU (23 U.S.C. 101 note).
- 2) Operational improvements and capital and operating costs for traffic monitoring, management, and control facilities and programs. Operational improvement is defined in 23 U.S.C. 101(a)(18).
- 3) Environmental measures eligible under 23 U.S.C. 119(g), 328, and 329, and transportation control measures listed in Section 108(f)(1)(A) (other than clause (xvi) of that section) of the Clean Air Act (42 U.S.C. 7408(f)(1)(A)).
- 4) Highway and transit safety infrastructure improvements and programs, including railway-highway grade crossings.
- 5) Fringe and corridor parking facilities and programs in accordance with 23 U.S.C. 137 and carpool projects in accordance with 23 U.S.C. 146. Carpool project is defined in 23 U.S.C. 101(a)(3).
- 6) Recreational trails projects eligible under 23 U.S.C. 206, pedestrian and bicycle projects in accordance with 23 U.S.C. 217 (including modifications to comply with accessibility requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)), and the Safe Routes to School Program under Section 1404 of SAFETEA-LU (23 U.S.C. 402 note).

- 7) Planning, design, or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
- 8) Development and implementation of a State asset management plan for the National Highway System (NHS) and a performance-based management program for other public roads.
- 9) Protection (including painting, scour countermeasures, seismic retrofits, impact protection measures, security countermeasures, and protection against extreme events) for bridges (including approaches to bridges and other elevated structures) and tunnels on public roads, and inspection and evaluation of bridges and tunnels and other highway assets.
- 10) Surface transportation planning programs, highway and transit research and development and technology transfer programs, and workforce development, training, and education under chapter 5 of title 23, United States Code.
- 11) Surface transportation infrastructure modifications to facilitate direct intermodal interchange, transfer, and access into and out of a port terminal.
- 12) Projects and strategies designed to support congestion pricing, including electronic toll collection and travel demand management strategies and programs.
- 13) Upon request of a State and subject to the approval of the Secretary, if Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance is approved for an STBG-eligible project, then the State may use STBG funds to pay the subsidy and administrative costs associated with providing Federal credit assistance for the projects.
- 14) The creation and operation by a State of an office to assist in the design, implementation, and oversight of public-private partnerships eligible to receive funding under title 23 and chapter 53 of title 49, United States Code, and the payment of a stipend to unsuccessful private bidders to offset their proposal development costs, if necessary to encourage robust competition in public- private partnership procurements.
- 15) Any type of project eligible under 23 U.S.C. 133 as in effect on the day before the FAST Act was enacted. Among these are:
  - i. Replacement of bridges with fill material;
  - ii. Training of bridge and tunnel inspectors;
  - iii. Application of calcium magnesium acetate, sodium acetate/formate, or other environmentally acceptable, minimally corrosive anti-icing and deicing compositions for bridges (and approaches to bridges and other elevated structures) and tunnels;

- iv. Projects to accommodate other transportation modes continue to be eligible pursuant to 23 U.S.C. 142(c) if such accommodation does not adversely affect traffic safety;
- v. Transit capital projects eligible for assistance under chapter 53 of title 49, United States Code, including vehicles and facilities (publicly or privately owned) that are used to provide intercity passenger bus service;
- vi. Approach roadways to ferry terminals to accommodate other transportation modes and to provide access into and out of the ports;
- vii. [Transportation alternatives](#) previously described in 23 U.S.C. 101(a)(29) and described in 23 U.S.C. 213;
- viii. Projects relating to intersections having disproportionately high accident rates, high levels of congestion (as evidenced by interrupted traffic flow at the intersection and a level of service rating of “F” during peak travel hours, calculated in accordance with the Highway Capacity Manual), and are located on a Federal-aid highway;
- ix. Construction and operational improvements for any minor collector if the minor collector and the project to be carried out are in the same corridor and in proximity to an NHS route; the construction or improvements will enhance the level of service on the NHS route and improve regional traffic flow; and the construction or improvements are more cost-effective, as determined by a benefit-cost analysis, than an improvement to the NHS route;
- x. Workforce development, training, and education activities discussed in 23 U.S.C. 504(e);
- xi. Advanced truck stop electrification systems. Truck stop electrification system is defined in 23 U.S.C. 101(a)(32);
- xii. Installation of safety barriers and nets on bridges, hazard eliminations, projects to mitigate hazards caused by wildlife;
- xiii. Electric vehicle and natural gas vehicle infrastructure in accordance with 23 U.S.C. 137; Data collection, maintenance, and integration and the costs associated with obtaining, updating, and licensing software and equipment required for risk- based asset management and performance-based management, and for similar activities related to the development and implementation of a performance-based management program for other

- public roads;
- xiv. Construction of any bridge in accordance with 23 U.S.C. 144(f) that replaces any low water crossing (regardless of the length of the low water crossing); any bridge that was destroyed prior to January 1, 1965; any ferry that was in existence on January 1, 1984; or any road bridge that is rendered obsolete as a result of a Corps of Engineers flood control or channelization project and is not rebuilt with funds from the Corps of Engineers. Not subject to the Location of Project requirement in 23 U.S.C. 133(c); and
  - xv. Actions in accordance with the definition and conditions in 23 U.S.C. 144(g) to preserve or reduce the impact of a project on the historic integrity of a historic bridge if the load capacity and safety features of the historic bridge are adequate to serve the intended use for the life of the historic bridge. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).

**Bicycle Projects:** 23 U.S.C. 217(i) requires that bicycle facilities “be principally for transportation, rather than recreation, purposes.” However, 23 U.S.C. 133(b)(6) and 133(h) list “recreational trails projects” as eligible activities under STBG. Therefore, the requirement in 23 U.S.C. 217(i) does not apply to recreational trails projects (including for bicycle use) using STBG funds. Section 217(i) continues to apply to bicycle facilities other than trail-related projects, and Section 217(i) continues to apply to bicycle facilities using other Federal-aid highway program funds (e.g., NHPP, Highway Safety Improvement Program, and Congestion Mitigation and Air Quality Improvement Program). The transportation requirement under Section 217(i) is applicable only to bicycle projects; it does not apply to any other trail use or transportation mode.

## STBG FUNDS AVAILABLE FOR PROGRAMMING

The table below summarizes the STBG funds anticipated to be available for programming for the three-year period FY 2019/20 - 2021/22. Actual fund amounts may vary depending on federal legislative outcomes.

<b>FY2019/20</b>	<b>FY2020/21</b>	<b>FY2021/22</b>	<b>TOTAL</b>
\$2,543,965	\$2,541,496	\$2,538,979	\$7,624,440



# STBG SCORING CRITERIA

## Baseline Screening Criteria – Local Approval

Projects must have local approval through endorsement of the City Council or Board of Supervisors via resolution indicating:

- a. The opportunity for public comment was provided at a public meeting;
- b. Identification of a specific local match amount with source and type of funds used to leverage the project;
- c. Compliance with the agency’s planning process (i.e., circulation element of the agency’s general plan);
- d. An adopted pavement management plan for rehabilitation projects.

## Baseline Scoring Criteria

<p><b>Community Benefit</b> 0 to 30 points</p>	Projects should result in demonstrated benefits for the community including increased safety, employment, air quality, connectivity between communities, aesthetics, etc.
<p><b>Project Readiness</b> 0 to 40 points</p>	Project schedules should be fully identified in the project submittal with target dates including: consultant selection, environmental review schedule and document type, design, right of way acquisition, construction and anticipated completion date.
<p><b>Regional Significance</b> 0 to 20 points</p>	Projects should be submitted based upon previously approved planning documents; traffic analysis, circulation analysis, project study report, inclusion in regional plans including the 20-year Local Transportation Plan, the FTIP, etc.
<p><b>Continuity</b> 0 to 10 points</p>	Projects previously funded or in various stages of development should receive continued support.
<p>100 points total</p>	

# STBG PROJECT SUBMITTAL FORM

Applicant: \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Amount: \_\_\_\_\_

Priority of Project: (if agency submits more than one project i.e. 1 of 2) \_\_\_\_\_

## 1. Baseline Screening Criteria

**Local approval through a City Council or Board of Supervisors' Resolution indicating:**

- A. Opportunity for public comment was provided at Council/Board meeting
- B. Identification of specific local match amount, and, source or type of any other funds used to leverage the project
- C. Compliance with the circulation element of the agency's general plan
- D. Confirmation that a pavement management plan is in place for rehab projects

Resolution approved on \_\_\_\_\_ (attach copy)

Additional Comments:

## 1. General Description (required for FTIP amendment process)

- a. Description of the transportation issue or problem
- b. Location including project limits
- c. Project scope
- d. Functional classification
- e. Is this project capacity enhancing?
- f. Condition of existing facility, if applicable
- g. Consequences, if any, of not completing the project

**2. Project results in community benefit (30 points max.)**

**Explain/illustrate how the project results in the demonstration of benefits for the community including but not limited to increasing; safety, employment, air quality, connectivity between communities, aesthetics, etc. provide supporting documentation as an attachment**

**3. Project Readiness (40 points max.)**

**Explain/illustrate the project schedule with target start and completion dates, and specific components including but not limited to consultant selection, environmental review, schedule and document type, design, right of way acquisition, construction and anticipated completion date. Provide supporting documentation as an attachment**

**4. Regional Significance (20 points max.)**

**Explain/illustrate the regional significance through, but not limited to: previously approved planning documents; traffic analysis; project study report; included in regional plans such as the 20 Year Local Transportation Plan and the RTP, etc. (provide supporting documentation as an attachment).**

5. **Continuity** (10 points max.)

**Explain/illustrate how project was previously funded and/or is in various stages of development so that it should receive continued support (provide supporting documentation as an attachment).**

6. **Project Budget**

**Explain/illustrate the project budget separating it into fiscal years and a minimum of three segments for the design and engineering, right of way acquisition and construction.**

7. **List of Attachments**

(Check box if the California Road Systems (CRS) map that identifies the project location is attached).

8. **Prepared By** \_\_\_\_\_  
Authorized Signature

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

## RESOLUTION SUPPORTING DELIVERY SCHEDULE

The passage of AB 1012 requires that both state and federal funds be used in a timely manner. To avoid losing funds to the “use-it-or-lose-it” provisions of AB 1012, project sponsors must be able to deliver their projects on time as proposed in the application or as programmed in the FTIP (if different than the date proposed in the application).

Local agencies must be able to ensure that their project(s) can be delivered in a timely manner. Therefore, **each application MUST be submitted must include a formal Council/Board Resolution stating that each project will meet project delivery schedules and that staff be directed to ensure that projects are delivered in a timely manner.** A sample resolution is provided on the next page.

\*\*\*Applicants may submit a draft resolution with each application; however, applicant must state the anticipated adoption date of the resolution. Adoption of resolution must be completed prior to April 24, 2019.

**SAMPLE COUNCIL/BOARD RESOLUTION**

**BEFORE THE  
(NAME OF CITY/COUNTY/DISTRICT COUNCIL/BOARD)  
RESOLUTION NO. 2019-\_\_**

In the Matter of:

ICTC RESOLUTION SUPPORTING  
STBG FUNDING Project Delivery Schedules and timely use of funding

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the timely use of State and Federal funds; and

WHEREAS, the (City/County) is able to apply for and receive Federal and State funding including Surface Transportation Block Grant (STBG) funds; and

WHEREAS, the (City/County/District) desires to ensure that its projects are delivered in a timely manner to preclude losing funds for non-delivery; and

WHEREAS, it is understood by the (City/County) that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

NOW THEREFORE BE IT RESOLVED, that the (Council/Board) hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded, and:

- a. The opportunity for public comment was provided at a public meeting;
- b. Local funds in the amount of \$\_\_\_\_\_ from \_\_\_\_\_ (source and type of funds) will be used to leverage the federal funds for the project;
- c. Project(s) is consistent with the \_\_\_\_\_ (plan: i.e., circulation element of the agency's general plan) planning process;
- d. Project(s) is consistent with the adopted pavement management plan (for rehabilitation projects only).

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commission Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the (City/County/District) (Council/Board) does direct its management and engineering staffs to ensure all federal and state-funded projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the (City/County/District) (Council/Board).

THE FOREGOING RESOLUTION was passed and adopted by the (Council/Board) on \_\_\_\_\_, 2019.

AYES:  
NOES:  
ABSTAIN:  
ABSENT  
ATTEST:

Signed: \_\_\_\_\_  
Mayor, City of (-----)  
Chair, Board of (-----)  
Chair, (-----) Board

I hereby certify that the foregoing is a true copy of a resolution of the (Council/Board) duly adopted at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed: \_\_\_\_\_

(-----, City/County Clerk)

## STBG SCORING COMMITTEE

1. Imperial County Transportation Commission
2. Caltrans – District 11
3. Each city will have the choice to include 1 TAC member on the review panel.

\*\*\*The city representative will not score his or her respective cities project but will be available to answer any questions regarding the projects posed by the scoring committee.

## **CONTACT/SUBMITTAL INFORMATION**

For further information on eligible projects, submittal of applications or other questions related to the STBG program, please contact Virginia Mendoza

Please submit all applications by **5:00 p.m.** on **Friday, March 1, 2019** via mail to:

**Imperial County Transportation Commission**  
**1503 N. Imperial Avenue, Suite 104**  
**El Centro, CA 92243**  
**Attention: Virginia Mendoza**



# **Imperial County Transportation Commission**

## **Congestion Mitigation & Air Quality (CMAQ) Program**

### **2018 Call for Projects**

### **Guidelines and Application**

**Fall 2018**

1503 N. Imperial Avenue, Suite 104  
El Centro, CA 92243

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## INTRODUCTION

The Congestion Mitigation and Air Quality Improvement (CMAQ) Program is a federally-funded program that provides funding for transportation projects and programs to help meet the requirements of the Clean Air Act (CAA) (42 U.S.C. 7401 *et seq.*). Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide (CO), or particulate matter (i.e., nonattainment areas), and for areas that were out of compliance but have now met the standards (i.e., maintenance areas). The CMAQ program was established under the Intermodal Surface Transportation Efficiency Act of 1991 (Pub. L. 102-240, 105 Stat. 1914), and most recently reauthorized under the Fixing America's Surface Transportation (FAST) Act in 2015 (Pub. L. 114-94, 129 Stat. 1312).

The information in this document is consistent with the CMAQ *Interim Program Guidance Under Map-21, November 12, 2013*, which remains in effect today. The CMAQ Guidance is available online at:

[https://www.fhwa.dot.gov/environment/air\\_quality/cmaq/policy\\_and\\_guidance/2013\\_guidance/index.cfm](https://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/2013_guidance/index.cfm).

### **Project Eligibility**

Each CMAQ project must meet three basic criteria: ***must be a transportation project, generate an emissions reduction, and located in or benefit a nonattainment or maintenance area.*** CMAQ projects may be located on any public road with no restriction to functional classification (such as with the RSTP program where road improvements are restricted to federal-aid highways only). CMAQ funds cannot be used to remove and/or replace existing pavement on or off the federal-aid system.

### **Overview**

ICTC, acting in its role as the Regional Transportation Planning Agency (RTPA), has begun the process to program future federal CMAQ revenues anticipated during FYs 2019/20, 2020/21 and 2021/22. CMAQ funds are reimbursable federal aid funds, subject to the requirements of Title 23, United States code. Eligible costs for funds include preliminary engineering, right-of-way acquisition, and construction/purchase/installation costs association with an eligible activity. Upon approval by ICTC, approved projects will be added to the Federal Transportation Improvement Program (FTIP) to allow project sponsors to “obligate” the CMAQ funds.

### **Call for Projects Schedule**

The schedule for the Call for Projects is as follows:

December 6, 2018	Technical Advisory Committee approves CMAQ Guidelines
December 12, 2018	Management Committee approves CMAQ Guidelines
December 12, 2018	ICTC approves CMAQ Guidelines
December 17, 2018	Call for Projects begins
March 1, 2019	Call for Projects ends
March 4, 2019	Project selection process begins
March 28, 2019	Project selection process ends (ICTC staff recommendation list generated)
April 4, 2019	TAC approves project selection recommendations
April 10, 2019	Management Committee approves project selection recommendations
April 24, 2019	ICTC approves project selection recommendations

## ELIGIBLE PROJECTS

This section provides examples of general project types eligible for CMAQ funding. Please refer to the CMAQ Guidance for a more complete list and discussion of eligible projects (link provided on page 2).

### **1. Diesel Engine Retrofits & Other Advanced Truck Technologies**

These efforts are defined as vehicle replacement, repowering (replacing an engine with a cleaner diesel engine, alternative fuels, etc.), rebuilding an engine, or other technologies determined by the EPA as appropriate for reducing emissions from diesel engines. This latter point, highlighting developing technologies, establishes a degree of flexibility and a need for periodic adjustment in the definition by the EPA. The legislation defines retrofit projects as applicable to both on-road motor vehicles and non-road construction equipment; the latter must be used in Title 23 projects based in nonattainment or maintenance areas for either PM or ozone. The MAP-21 expanded the prior focus created by the SAFETEA-LU. Specifically, for PM<sub>2.5</sub> areas, diesel retrofits are called out as eligible projects in the Priority Consideration section. Similarly, such efforts are again highlighted in the discussion of the PM<sub>2.5</sub> priority set-aside and emphasized again in the closely related section on construction vehicles and equipment. More than 13 million diesel engines make up the legacy fleet operating in the U.S. The vast majority of these power on-road heavy-duty and medium-duty trucks, locomotives, and off-road construction equipment—all of which may be eligible for CMAQ funding. There are a number of specific project types in the diesel retrofit area for which CMAQ funds are eligible. Assuming all other CMAQ criteria are met, eligible projects could include diesel engine or full vehicle replacement; full engine rebuilding and reconditioning; and purchase and installation of after-treatment hardware, including particulate matter traps and oxidation catalysts, and other technologies; and support for heavy-duty vehicle retirement programs. Project agreements involving replacements for either engines or full vehicles should include a provision for disposal or destruction of the engine block, verification that the engine is no longer contributing emissions in the nonattainment or maintenance area, or for other processes at the State's discretion that track the retirement of the vehicle or engine in accordance with the State's or sub-grantee's program. MAP-21 provided one change to the approach in establishing eligibility for emissions control equipment. After-treatment and other on-board control devices are restricted to those EPA or the California Air Resources Board (CARB) verified and/or technologies as defined in section 791 of the Energy Policy Act of 2005 (42 U.S.C. 16131). Eligible acquisitions or retrofits would be for those capital items used for highway construction projects in PM<sub>2.5</sub> nonattainment or maintenance areas. Equipment or vehicles used predominantly in a maintenance role would not qualify. These would include

loaders or backhoes in yard or depot work, tractors assigned to mowing or other median maintenance, impactors or rollers involved in routine work, such as pothole repair, and others. The CMAQ funds may be used to purchase and install emission control equipment on school buses. (Such projects, generally, should be administered by FHWA; see Transit Improvements, below). In addition, although CMAQ funds should not be used for the initial purchase of conventionally fueled airport parking lot shuttles, funds may be used for purchase and installation of after treatment hardware or repowering (with a hybrid drive train, for example). Refueling is not eligible as a stand-alone project but is eligible if it is required to support the installation of emissions control equipment, repowering, rebuilding, or other retrofits of non-road engines. In addition to equipment and technology, outreach activities that provide information exchange and technical assistance to diesel owners and operators on retrofit options are eligible investments. These projects could include the actual education and outreach program, construction or acquisition of appropriate classroom buildings, and other efforts to promote the use of retrofit technologies. Non-road mobile source projects also are eligible for CMAQ funding. Most notably, a considerable amount of CMAQ support has been directed to locomotive retrofit and the acquisition of clean locomotives, such as railyard switchers and shunters that fit the generator-set criterion (See Freight and Intermodal, Section VII. F.4). The FHWA acknowledges that diesel retrofit projects may include non-road mobile source endeavors, which traditionally have been outside the Federal-aid process. However, the MAP-21 clarifies CMAQ eligibility for non-road diesel retrofit projects. Areas that fund these projects are not required to take credit for the projects in the transportation conformity process. For areas that want to take credit, the EPA developed guidance for estimating diesel retrofit emission reductions and for applying the credit in the SIP and transportation conformity processes.

## **2. Idle Reduction**

Idle reduction projects that reduce emissions and are located within, or in proximity to and primarily benefiting, a nonattainment or maintenance area are eligible for CMAQ investment. (The geographic requirement mainly applies to off-board projects, i.e., truck stop electrification (TSE) efforts.) However, if CMAQ funding is used for an on-board project (i.e. auxiliary power units, direct fired heaters, etc.) the vehicle-usually a heavy- duty truck-should travel within, or in proximity to and primarily benefiting, a nonattainment or maintenance area. Idle reduction devices are verified by the EPA. There have been several instances where operating assistance funds have been requested for TSE services. CMAQ funding for TSE projects has been limited to capital costs (i.e. deployment of TSE infrastructure). Operating assistance for TSE projects should not be funded under the CMAQ program since TSE projects generate their own revenue

stream and therefore should be able to cover all operating expenses from the accumulated revenue. Commercial idle reduction facilities cannot be located within rest areas of the Interstate right-of-way (ROW).

### **3. Congestion Reduction & Traffic Flow Improvements**

Traffic flow improvements may include the following:

#### **a. Traditional Improvements**

Traditional traffic flow improvements, such as the construction of roundabouts, HOV lanes, left-turn or other managed lanes, are eligible for CMAQ funding provided they demonstrate net emissions benefits through congestion relief.

#### **b. Intelligent Transportation Systems**

ITS projects, such as traffic signal synchronization projects, traffic management projects, and traveler information systems, can be effective in relieving traffic congestion, enhancing transit bus performance, and improving air quality. The following have the greatest potential for improving air quality:

- Regional multimodal traveler information systems
- Traffic signal control systems
- Freeway management systems
- Electronic toll-collection systems
- Transit management systems
- Incident management programs.

The FHWA has provided a lengthier discussion of the benefits associated with various operational improvements.

#### **c. Value/Congestion Pricing**

Congestion pricing is a market-based mechanism that allows tolls to rise and fall depending on available capacity and demand. Tolls can be charged electronically, thereby eliminating the need for full stops at tollbooths. In addition to the benefits associated with reducing congestion, revenue is generated that can be used to pay for a wide range of transportation improvements, including Title 23-eligible transit services in the newly tolled corridor. Parking pricing can include time-of-day parking charges that reflect congested conditions. These strategies should be designed to influence trip-making behavior and may include charges for using a parking facility at peak periods, or a range of employer-based parking cash-out policies that provide financial incentives to avoid parking or driving alone. Parking pricing integrated with other pricing strategies is encouraged.

Pricing encompasses a variety of market-based approaches such as:

- **HOT lanes**, or High Occupancy Toll lanes, on which variable tolls are charged to drivers of low-occupancy vehicles using HOV lanes, such as the "FasTrak" Lanes.
- **New variably tolled express lanes** on existing toll-free facilities.
- **Variable tolls on existing or new toll roads.**
- **Network-wide or cordon pricing.**
- **Usage-based vehicle pricing**, such as mileage-based vehicle taxation, or pay-per-mile car insurance.

As with any eligible CMAQ project, value pricing should generate an emissions reduction. Marketing and outreach efforts to expand and encourage the use of eligible pricing measures may be funded indefinitely. Eligible expenses for reimbursement include, but are not limited to: tolling infrastructure, such as transponders and other electronic toll or fare payment systems; small roadway modifications to enable tolling, marketing, public outreach, and support services, such as transit in a newly tolled corridor. Innovative pricing approaches yet to be deployed in the U.S. also may be supported through the [Value Pricing Pilot Program](#). Operating expenses for traffic operating centers (TOCs) are eligible for CMAQ funding if they can be shown to produce air quality benefits, and if the expenses are incurred from new or additional capacity. The operating assistance parameters discussed in Section VII.A.2 apply. Projects or programs that involve the purchase of integrated, interoperable emergency communications equipment are eligible for CMAQ funding.

#### **4. Freight/Intermodal**

Projects and programs targeting freight capital costs-rolling stock or ground infrastructure-are eligible provided that air quality benefits can be demonstrated. Freight projects that reduce emissions fall generally into two categories: primary efforts that target emissions directly or secondary projects that reduce net emissions. Successful primary projects could include new diesel engine technology or retrofits of vehicles or engines. See discussion in Section VII.F.1. Eligibility under CMAQ is not confined to highway projects, but also applies to non-road mobile freight projects such as rail. Secondary projects reduce emissions through modifications or additions to infrastructure and the ensuing modal shift. Support for an intermodal container transfer facility may be eligible if the project demonstrates reduced diesel engine emissions when balancing the drop in truck VMT against the increase in locomotive or other non-highway activity. Intermodal facilities, such as inland transshipment ports or near/on-dock rail, may generate substantial emissions reductions through the decrease in miles traveled for older, higher-polluting



heavy-duty diesel trucks. This secondary, indirect effect on truck traffic and the ensuing drop in diesel emissions help demonstrate eligibility. The transportation function of these freight/intermodal projects should be emphasized. Marginal projects that support freight operations in a very tangential manner are not eligible for CMAQ funding. Warehouse handling equipment, for example, is not an eligible investment of program funds. Warehouses, themselves, or other similar structures, such as transit sheds, bulk silos or other permanent, non-mobile facilities that function more as storage resources are not eligible. However, equipment that provides a transportation function or directly supports this function is eligible, such as railyard switch locomotives or shunters that fall into the generator-set or other clean engine category. Similarly, large-scale container gantry cranes, or other heavy-duty container handling equipment that is a clear link in the intermodal process can be eligible as well. Also, on the ground operations side of aviation, the purchase or retrofit of airport handling equipment can be eligible, including baggage handlers, aircraft tow motors, and other equipment that plays a role in this intermodal link.

## **5. Transportation Control Measures (TCM)**

Most of the TCMs included in Section 108 of the CAA, listed below, are eligible for CMAQ funding. We would note that one particular CAA TCM, created to encourage removal of pre-1980 light-duty vehicles, is specifically excluded from CMAQ eligibility.

- i. Programs for improved public transit;
- ii. Restriction of certain roads or lanes to, or construction of such roads or lanes for use by, passenger buses or HOV;
- iii. Employer-based transportation management plans, including incentives;
- iv. Trip-reduction ordinances;
- v. Traffic flow improvement programs that reduce emissions;
- vi. Fringe and transportation corridor parking facilities serving multiple-occupancy vehicle programs or transit service;
- vii. Programs to limit or restrict vehicle use in downtown areas or other areas of emission concentration particularly during periods of peak use;
- viii. Programs for the provision of all forms of high-occupancy, shared-ride services;
- ix. Programs to limit portions of road surfaces or certain sections of the metropolitan area to the use of non-motorized vehicles or pedestrian use, both as to time and place;
- x. Programs for secure bicycle storage facilities and other facilities, including bicycle lanes, for the convenience and protection of bicyclists, in both public and private areas;
- xi. Programs to control extended idling of vehicles;

- xii. Reducing emissions from extreme cold-start conditions;
- xiii. Employer-sponsored programs to permit flexible work schedules;
- xiv. Programs and ordinances to facilitate non-automobile travel, provision and utilization of mass transit, and to generally reduce the need for SOV travel, as part of transportation planning and development efforts of a locality, including programs and ordinances applicable to new shopping centers, special events, and other centers of vehicle activity; and
- xv. Programs for new construction and major reconstructions of paths, tracks, or areas solely for the use by pedestrian or other non-motorized means of transportation when economically feasible and in the public interest.

## **6. Transit Improvements**

Many transit projects are eligible for CMAQ funds. The general guideline for determining eligibility is whether the project increases transit capacity and would likely result in an increase in transit ridership and a potential reduction in congestion. As with other types of CMAQ projects, there should be a quantified estimate of the project's emissions benefits accompanying the proposal. The FTA administers most transit projects. For such projects, after the FTA determines a project eligible, CMAQ funds will be transferred, or "flexed," from the FHWA to the FTA, and the project will be administered according to the appropriate FTA program requirements. Certain types of eligible transit projects for which FTA lacks statutory authority, such as diesel retrofit equipment for public school bus fleets, may be the responsibility of the State or other eligible project sponsor and are administered by FHWA.

### **a. Facilities**

New transit facilities (e.g., lines, stations, terminals, transfer facilities) are eligible if they are associated with new or enhanced public transit, passenger rail, or other similar services. Routine maintenance or rehabilitation of existing facilities is not eligible, as it does not reduce emissions. However, rehabilitation of a facility may be eligible if the vast majority of the project involves physical improvements that will increase transit service capacity. In such cases there should be supporting documentation showing an expected increase in transit ridership that is more than minimal. If the vast majority of the project involves capacity enhancements, other elements involving refurbishment and replacement-in-kind also are eligible.

### **b. Vehicles and Equipment**

New transit vehicles (bus, rail, or van) to expand the fleet or replace existing vehicles are eligible. Transit agencies are encouraged to purchase vehicles that are most

cost-effective in reducing emissions. Diesel engine retrofits, such as replacement engines and exhaust after-treatment devices, are eligible if certified or verified by the EPA or California Air Resources Board (CARB). See discussion in Section VII.F.1. Routine preventive maintenance for vehicles is not eligible as it only returns the vehicles to baseline conditions. Other than diesel engine retrofits, other transit equipment may be eligible if it represents a major systemwide upgrade that will significantly improve speed or reliability of transit service, such as advanced signal and communications systems.

#### **c. Fuel**

Fuel, whether conventional or alternative fuel, is an eligible expense only as part of a project providing operating assistance for new or expanded transit service under the CMAQ program. This includes fuels and fuel additives considered diesel retrofit technologies by the EPA or CARB. Purchase of alternative fuels is authorized in some States based on the continuation of a series of exemptions for uses expressly eligible for CMAQ funding under SAFETEA-LU section 1808(k) and certain provisions in subsequent appropriations acts. The maximum allowable assistance level and time limitation described in Section VII.A.2. will apply.

#### **d. Operating Assistance**

There are several general conditions for operating assistance eligibility under the CMAQ program (see the November 2013 CMAQ Program Interim Guidance for a complete discussion on CMAQ project eligibility requirements):

- a. Operating assistance is limited to start up operating costs for new transportation services or the incremental costs of expanding such services, including transit, commuter and intercity passenger rail services, intermodal facilities, and travel demand management strategies, including traffic operation centers.
- b. In using CMAQ funds for operating assistance, the intent is to help start up viable new transportation services that can demonstrate air quality benefits and eventually cover costs as much as possible. Other funding sources should supplement and ultimately replace CMAQ funds for operating assistance, as these projects no longer represent additional, net air quality benefits but have become part of the baseline transportation network. The provisions in 23 U.S.C. 116 place responsibilities for maintenance of transportation facilities on the States. Since facility maintenance is akin to operations, a time-limited period of CMAQ assistance provides adequate incentive and flexibility while not creating a pattern of excessive or even perpetual support.

- c. Operating assistance includes all costs of providing new transportation services, including, but not limited to, labor, fuel, administrative costs, and maintenance.
- d. When CMAQ funds are used for operating assistance, non-Federal share requirements still apply.
- e. With the focus on start-up, and recognizing the importance of flexibility in the timing of financial assistance, the 3 years of operating assistance allowable under the CMAQ program may now be spread over a longer period, for a total of up to 5 sequential years of support. Grantees who propose to use CMAQ funding for operating support may spread the third year amount (an amount not to exceed the greater of year 1 or 2) across an additional 2 years (i.e. years 4 and 5). This approach will provide an incremental, taper-down approach, while other funding is used for a higher proportion of the operating costs as needed. See Table 3 for examples of possible funding allocations. At the conclusion of the 5-year period, operating costs would have to be maintained with non-CMAQ funding. It is anticipated that this approach may enable a transition to more independent system operation. The amounts which apply to years 1 and/or 2 are established at the discretion of the State or local sponsor.

**Table 3 - Example Allocations of CMAQ Funds for Operating Assistance**

<b>Example</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
<b>A</b>	\$300	\$300	\$200	\$50	\$50	\$900
<b>B</b>	300	300	100	100	100	900
<b>C</b>	100	400	200	100	100	900

Except as noted in paragraph (f) below, activities that already have received 3 years of operating assistance under prior authorizations of the CMAQ program are not considered to be in a start-up phase and are not eligible for new CMAQ operating assistance or the expanded assistance period.

- f. Section 125 of the 2014 Appropriations Act included changes to the Operating Assistance Section of the CMAQ program (23 USC 149(m)). The changes added new language that specifically prohibits the imposition of a time limitation for operating assistance eligibility on a system "for which CMAQ funding was made available, obligated or expended in fiscal year 2012." The phrase "made available" applies to projects designated for CMAQ operating assistance in statute, or to any commitment by the party that by law selects projects for operating assistance

funding so long as it occurred during FY2012. There must be official documentation demonstrating that there was a specific commitment in FY 2012 to provide CMAQ funding for operating assistance for a particular project or service. Such official documentation could include a TIP or STIP, or other State or MPO official records. The specific project or service for which the CMAQ funds are being sought for operating assistance without a time limitation must be clearly identified in this documentation. Transportation services expressly eligible for CMAQ funding under SAFETEA-LU sections 1808(g)-(k) and certain provisions in previous appropriations acts are eligible to use CMAQ funds for operating assistance without time limitations. Consistent with Section IX of the CMAQ Program Interim Guidance, States retain the discretion to decide whether or not to fund the operating assistance.

- g. Elements of operating assistance prohibited by statute or regulation are not eligible for CMAQ participation, regardless of their emissions or congestion reduction potential.

## **7. Transit Fare Subsidies**

The CMAQ funds may be used to subsidize regular transit fares in an effort to prevent the NAAQS from being exceeded, but only under the following conditions: The reduced or free fare should be part of a comprehensive area-wide program to prevent such an anticipated exceedance. For example, "Ozone Action" programs vary in scope around the country, but they generally include actions that individuals and employers can take, and they are aimed at all major sources of air pollution, not just transportation. The subsidized fare should be available to the general public and may not be limited to specific groups. It may only be offered during periods of elevated pollution when the threat of exceeding the NAAQS is greatest; e.g., it is not intended for the entire high-ozone season. The fare subsidy proposal should demonstrate that the responsible local agencies will combine the reduced or free fare with a robust marketing program to inform SOV drivers of other transportation options. Because the fare subsidy is not strictly a form of operating assistance, it would not be subject to the 5-year limit.

## **8. Bicycle and Pedestrian Facilities and Programs**

Bicycle and pedestrian facilities and programs are included as a TCM in section 108(f)(1)(A) of the CAA (42 U.S.C. 7408(f)(1)(A)). The following are eligible projects:

- Constructing bicycle and pedestrian facilities (paths, bike racks, support facilities, etc.) that are not exclusively recreational and reduce vehicle trips.
- Non-construction outreach related to safe bicycle use.

- Establishing and funding State bicycle/pedestrian coordinator positions for promoting and facilitating nonmotorized transportation modes through public education, safety programs, etc. (Limited to one full-time position per State).

Bicycle and pedestrian programs that are not supported under 23 CFR Part 652, *Pedestrian and Bicycle Accommodations and Projects*, also are not eligible for CMAQ funding. For example, under 23 CFR 652.9(b)(3), a non-construction bicycle project does not include salaries for administration, maintenance costs, and other items akin to operational support under 23 CFR 652.9(b)(3), and, therefore, these are not allowable CMAQ costs. Additional activities related to bicycle and pedestrian programs can be supported by other elements of the Federal-aid highway program. These efforts are described at the FHWA's [Bicycle and Pedestrian Programs Web site](#).

## **9. Travel Demand Management**

Travel demand management (TDM) encompasses a diverse set of activities that focus on physical assets and services that provide real-time information on network performance and support better decision making for travelers choosing modes, times, routes, and locations. Such projects can help ease congestion and reduce SOV use-contributing to mobility, while enhancing air quality and saving energy resources. Similar to ITS and Value Pricing, today's TDM programs seek to optimize the performance of local and regional transportation networks. The following activities are eligible if they are explicitly aimed at reducing SOV travel and associated emissions:

- Fringe parking
- Traveler information services
- Shuttle services
- Guaranteed ride home programs
- Carpools, vanpools
- Traffic calming measures
- Parking pricing
- Variable road pricing
- Telecommuting/Teleworking
- Employer-based commuter choice programs.

The CMAQ funds may support capital expenses and, as discussed in Section VII.A.2, up to 5 years of operating assistance to administer and manage new or expanded TDM programs. Marketing and outreach efforts to expand use of TDM measures may be funded indefinitely, but only if they are broken out as distinct line items. Eligible telecommuting activities include planning, preparing technical and feasibility studies, and training. Construction of telecommuting centers and computer and office equipment purchases should not be supported with CMAQ funds.

## **10. Public Education and Outreach Activities**

The goal of CMAQ-funded public education and outreach activities is to educate the public, community leaders, and potential project sponsors about connections among trip making and transportation mode choices, traffic congestion, and air quality. Public education and outreach can help communities reduce emissions and congestion by inducing drivers to change their transportation choices. More important, an informed public is likely to support larger regional measures necessary to reduce congestion and meet CAA requirements. A wide range of public education and outreach activities is eligible for CMAQ funding, including activities that promote new or existing transportation services, developing messages and advertising materials (including market research, focus groups, and creative), placing messages and materials, evaluating message and material dissemination and public awareness, technical assistance, programs that promote the Tax Code provision related to commute benefits, transit "store" operations, and any other activities that help forward less-polluting transportation options. Using CMAQ funds, communities have disseminated many transportation and air quality public education messages, including maintain your vehicle; curb SOV travel by trip chaining, telecommute and use alternate modes; fuel properly; observe speed limits; don't idle your vehicle for long durations; eliminate "jack-rabbit" starts and stops; and others. Long-term public education and outreach can be effective in raising awareness that can lead to changes in travel behavior and ongoing emissions reductions; therefore, these activities may be funded indefinitely.

## **11. Transportation Management Associations**

Transportation Management Associations (TMAs) are groups of citizens, firms, or employers that organize to address the transportation issues in their immediate locale by promoting rideshare programs, transit, shuttles, or other measures. The TMAs can play a useful role in brokering transportation services to private employers. Subject to applicable cost principles under 2 CFR Part 225, CMAQ funds may be used to establish TMAs provided that they reduce emissions. Eligible expenses include TMA start-up costs and up to 5 years of operating assistance as discussed in Section VII.A.2. Eligibility of specific TMA activities is addressed throughout this guidance.

## **12. Carpooling and Vanpooling**

Eligible activities can be divided into two types of costs: *marketing* (which applies to both carpools and vanpools) and *vehicle* (which applies to vanpools only).

- a. Carpool/vanpool marketing covers existing, expanded, and new activities designed to increase the use of carpools and vanpools and includes purchase and use of

computerized matching software and outreach to employers. Guaranteed ride home programs are also considered marketing tools. Marketing costs may be funded indefinitely.

b. Vanpool vehicle capital costs include purchasing or leasing vans for use in vanpools. Eligible operating costs, limited to 5 years as set forth in Section VII.A.2, empty-seat subsidies, maintenance, insurance, administration, and other related expenses. Prorated cost sharing plans that establish grant proportions for undefined shares of capital and operating costs need to be broken down to the specific components or line items that establish the capital-operating shares.

The CMAQ funds should not be used to buy or lease vans that would directly compete with or impede private sector initiatives. States and MPOs should consult with the private sector prior to using CMAQ funds to purchase vans, and if private firms have definite plans to provide adequate vanpool service, CMAQ funds should not be used to supplant that service.

In accordance with 23 U.S.C. 120(c)(1), carpooling and vanpooling activities may be supported with up to 100 percent Federal funding, under certain limitations.

### **13. Carsharing**

The MAP-21 specifically highlights carsharing projects in the amended section on traffic demand. These efforts involve the pooling of efficient, low-emission vehicles, provided to travelers who have occasional need for a vehicle but not the constant, daily necessity that demands ownership. As with any CMAQ project, sponsors need to demonstrate an emissions reduction from the carsharing program. If a program-wide emissions reduction cannot be demonstrated, CMAQ funding may be available to support vehicle costs under Alternative Fuels and Vehicles eligibility, discussed in Section VII.F.17.

### **14. Extreme Low-Temperature Cold Start Programs**

Projects intended to reduce emissions from extreme cold-start conditions are eligible for CMAQ funding. Such projects include retrofitting vehicles and fleets with water and oil heaters and installing electrical outlets and equipment in publicly owned garages or fleet storage facilities.

### **15. Training**

States and MPOs may use Federal-aid funds to support training and educational development for the transportation workforce. Such activities are subject to applicable cost principles in 2 CFR Part 225. The FHWA encourages State and local officials to weigh the air quality benefits of such training against other cost-effective strategies detailed elsewhere in this guidance before using



CMAQ funds for this purpose. Training funded with CMAQ dollars should be directly related to implementing air quality improvements and be approved in advance by the FHWA Division office.

## **16. Inspection/Maintenance (I&M) Programs**

Funds under the CMAQ program may be used to establish either publicly or privately owned I&M facilities. Eligible activities include construction of facilities, purchase of equipment, I&M program development, and one-time start-up activities, such as updating quality assurance software or developing a mechanic training curriculum. The I&M program must constitute new or additional efforts, existing funding (including inspection fees) should not be displaced, and operating expenses are eligible for 5 years as discussed in Section VII.A.2. States or other sponsors planning new or expanded I&M programs that incorporate other elements of a State's vehicle administrative function, e.g. registration, safety inspection, titling, etc., must remove these line items from the CMAQ project. These tasks are not linked to the CMAQ purpose and are, therefore, not allowable costs.

### *Privately Owned I&M Facilities*

In States that rely on privately owned I&M facilities, State or local I&M program-related administrative costs may be funded under the CMAQ program as in States that use public I&M facilities. However, CMAQ support to establish I&M facilities at privately owned stations, such as service stations that own the equipment and conduct emission test-and-repair services, requires a PPP. The establishment of "portable" I&M programs, including remote sensing, is also eligible under the CMAQ program, provided that they are public services, reduce emissions, and do not conflict with statutory I&M requirements or EPA regulations.

## **17. Innovative Projects**

State and local organizations have worked with various types of transportation services to better meet the travel needs of their constituents. These innovative projects also may show promise in reducing emissions, but do not yet have supporting data. The FHWA has supported and funded some of these projects as demonstrations to determine their benefits and costs. Such innovative strategies are not intended to bypass the definition of basic project eligibility but seek to better define the projects' future role in strategies to reduce emissions. For a project or program to qualify as an innovative project, it should be defined as a transportation project and be expected to reduce emissions by decreasing VMT, fuel consumption, congestion, or by other factors. The FHWA encourages States and MPOs to creatively address their air quality problems and to consider new services, innovative financing arrangements, PPPs, and complementary

approaches that use transportation strategies to reach clean air goals. Given the untried nature of these innovative projects, before-and-after studies should be completed to determine actual project impacts on air quality as measured by net emissions reduced. These assessments should document the project's immediate impacts in addition to long-term benefits. A schedule for completing the study should be a part of the project agreement. Completed studies should be submitted to the FHWA Division office within 3 years of implementation of the project or 1 year after the project's completion, whichever is sooner.

## **18. Alternative Fuels and Vehicles**

The FHWA issued a memorandum in April 2011, covering the relationship between the required emissions reduction benefits of alternative fuel vehicles and the associated cost principles at 2 CFR Part 225. Essentially, this guidance illustrates the cost-benefit relationship between different vehicle types and functions and the air quality benefit provided as a cost basis under the CMAQ program. The memorandum, outlining the requirements in 23 U.S.C. 149, supports eligibility only for the incremental cost, limited to the marginal emissions-reducing elements of the alternative fuel vehicles that are acquired through PPPs or that are purchased by public sponsors. Program funds may be used to support projects involving the alternative or renewable fuels defined in the Energy Policy Act of 1992 or the Energy Independence and Security Act of 2007. All standard eligibility criteria apply. Aside from fuel acquisitions that are part of a transit operating support effort, stand-alone purchase of any fuel-alternative or otherwise-is not an eligible CMAQ cost. However, the few exceptions provided by Section 1808(k) of SAFETEA-LU continue under MAP-21, subject to the limitation on operating assistance as described in Section VII.A.2. Generally, CMAQ support for alternative fuel vehicle projects can be broken into the following areas:

### *Infrastructure*

Except as noted below, establishing publicly owned fueling facilities and other infrastructure needed to fuel alternative-fuel vehicles is an eligible expense, unless privately-owned fueling stations are in place and reasonably accessible. Fueling facilities can dispense one or more of the alternative fuels identified in section 301 of the 1992 Energy Policy Act or biodiesel, or provide recharging for electric vehicles. Additionally, CMAQ funds may support converting a private fueling facility to support alternative fuels through a public-private partnership agreement. In accordance with 23 U.S.C. 149(c)(2), and 23 U.S.C. 111, regarding the prohibition of commercial activities in the Interstate ROW, CMAQ-funds may be used to establish or support refueling facilities within the Interstate ROW, providing these services are offered at no charge.

### *Non-transit Vehicles*

The CMAQ funds may be used to purchase publicly-owned alternative fuel vehicles, including passenger vehicles, service trucks, street cleaners, and others. However, only publicly owned vehicles providing a dominant transportation function can be fully funded, such as paratransit vans, incident management support vehicles, refuse haulers, and others. Costs associated with converting fleets to run on alternative fuels are also eligible. When non-transit vehicles are purchased through PPPs, only the cost difference between the alternative fuel vehicles and comparable conventional fuel vehicles is eligible. Such vehicles should be fueled by one of the alternative fuels identified in section 301 of the 1992 Energy Policy Act or biodiesel. Eligible projects also include alternatives to diesel engines and vehicles. Alternative fuel vehicle projects that are implemented as diesel retrofits and involve the replacement of an operable engine-not standard fleet turnover-would be eligible for full Federal participation, i.e. an 80 percent Federal share of the full vehicle cost.

### *Hybrid Vehicles*

Although not defined by the Energy Policy Act of 1992 as alternative fuel vehicles, certain hybrid vehicles that have lower emissions rates than their non-hybrid counterparts may be eligible for CMAQ investment. Hybrid vehicle models that are in part the focus of State legislation addressing HOV exemptions for alternative fuel and low emissions vehicles are considered eligible for CMAQ support. Other hybrid vehicles will be assessed on a case specific basis, as there is no specific EPA regulation available to rate the lower emissions and energy efficiency advantages of the models involved. Projects involving heavier vehicles, including refuse haulers and delivery trucks, also may be appropriate for program support. Eligibility should be based on a comparison of the emissions projections of these larger candidate vehicles and other comparable models.

### **Projects Ineligible for CMAQ Funding**

The following projects are ineligible for CMAQ funding:

1. Light-duty vehicle scrappage programs.
2. Projects that add new capacity for SOVs are ineligible for CMAQ funding unless construction is limited to high-occupancy vehicle (HOV) lanes. This HOV lane eligibility includes the full range of HOV facility uses authorized under 23 U.S.C 166, such as high-occupancy toll (HOT) and low-emission vehicles.

3. Routine maintenance and rehabilitation projects (e.g., replacement-in-kind of track or other equipment, reconstruction of bridges, stations, and other facilities, and repaving or repairing roads) are ineligible for CMAQ funding as they only maintain existing levels of highway and transit service, and therefore do not reduce emissions.
4. Administrative costs of the CMAQ program may not be defrayed with program funds, e.g., support for a State's "CMAQ Project Management Office" is not eligible.
5. Projects that do not meet the specific eligibility requirements of Titles 23 and 49, United States Code, are ineligible for CMAQ funds.
6. Stand-alone projects to purchase fuel.
7. Models and Monitors-Acquisition, operation, or development of models or monitoring networks are not eligible for CMAQ funds. As modeling or monitoring emissions, traffic operations, travel demand or other related variables do not directly lead to an emissions reduction, these activities or acquisitions are not eligible. Such efforts may be appropriate for Federal planning funds.
8. Litigation costs surrounding CMAQ or other Federal-aid projects.

## CMAQ FUNDS AVAILABLE FOR PROGRAMMING

The table below summarizes the CMAQ funds anticipated to be available for programming for the three-year period FY 2019/20 - 2021/22. Actual fund amounts may vary depending on federal legislative outcomes.

<b>FY2019/20</b>	<b>FY2020/21</b>	<b>FY2021/22</b>	<b>TOTAL</b>
\$1,756,009	\$1,755,380	\$1,754,739	\$5,266,128

## CMAQ SCORING CRITERIA

**General Intent:** The purpose of the CMAQ program is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide (CO), and particulate matter (both PM<sub>10</sub> and PM<sub>2.5</sub>). The ICTC CMAQ program is designed to create a balanced program of transportation projects that improve air quality and the flow of traffic. Major emphasis is placed on projects that support alternative modes of transportation, reduce PM-10 emissions, and improve the flow of traffic. ICTC has developed the following project category funding targets aimed at developing a balanced CMAQ program.

### CMAQ Funding Project Category Targets

Project Category	Percentage	Funding Targets
Transit Improvements/Miscellaneous	15%	\$789,900
Traffic Flow Improvements	30%	\$1,579,800
Pedestrians / Bicycle	15%	\$789,900
PM-10 Reduction	40%	\$2,106,400
<b>Total</b>	<b>100%</b>	<b>\$5,266,000</b>

The dollar amounts listed in the table above are based on the estimated CMAQ revenue provided on page 20 (rounded), and subject to change. The scoring criteria for ranking projects is provided below and described on the following page.

### Scoring Criteria

up to <b>20</b> -points	<p><b><i>Congestion Relief</i></b> Has impact on congestion and increases service capacity and/or reliability.</p>
up to <b>20</b> -points	<p><b><i>Air Pollutant Emissions Reduction</i></b> Incorporates transportation control measure, reduces emissions of volatile organic compounds, nitrogen oxides, and/or particulate matter.</p>
up to <b>20</b> -points	<p><b><i>Cost-Effectiveness</i></b> Air pollutant emissions reduction divided by annualized project cost.</p>
up to <b>20</b> -points	<p><b><i>Project Readiness / Ability to Deliver</i></b> Project schedules should be fully identified in the project submittal with target dates including, proposed capital purchase(s), identification of in-kind match source and readiness for capital purchases.</p>
up to <b>20</b> -points	<p><b><i>Factors of Overriding Concern</i></b> Consider factors of overriding concern, including, but not limited to promotes energy conservation, improves quality of life, leverage other funds, etc.</p>
<b>100</b>	<p><b><i>TOTAL POINTS AVAILABLE</i></b></p>

# CMAQ SCORING CRITERIA DESCRIPTION

## CONGESTION RELIEF up to 20-points range

### **TRANSIT**

*HIGH Impact:* Significantly reduces transit vehicle crowding, increases service capacity significantly, Transportation Control Measure, increases service reliability significantly. Interconnect or fare coordination project, bus turnouts at major intersections, intermodal facility accommodating major transfers, reduces travel time.

*MEDIUM Impact:* Increases service reliability in a minor capacity, interconnect or fare coordination project, general bus turnouts, intermodal facility accommodating major transfers.

*LOW Impact:* Increases passenger comfort or convenience, bike racks.

### **ROADS**

*HIGH impact:* Transportation Control Measure, signal coordination of multiple (>3) signals, gap closure projects, Traffic Operations System, left turn pockets, other intersection improvements, and traffic flow improvements.

*MEDIUM impact.* signal coordination, park and ride lots.

*LOW impact.* New signals where none currently exists and is warranted by volume or delay, ramp metering with HOV bypasses (when shown not to adversely affect surface streets).

### **BICYCLE/PEDESTRIAN**

*HIGH impact:* Transportation Control Measure, facility that will primarily serve commuters and/or school sites, sidewalks where none exist.

*MEDIUM impact:* Public educational, promotional, and safety programs that promote and facilitate increased use of non-motorized modes of transportation.

*LOW impact:* Mixed-use bicycle/pedestrian facility (recreation & commuter), usable sidewalk segments including upgrades and new installations and signage.

## **AIR POLLUTANT EMISSIONS REDUCTION** up to 20-points range

Projects will be evaluated on a relative basis (i.e., how they compare to each other) based on the amount of air pollution reduced.

## **COST-EFFECTIVENESS** up to 20-points range

Projects will be evaluated on a relative basis (i.e., how they compare to each other). Utilize the CARB Tool —Methods to Find the Cost-Effectiveness of Funding Air Quality Projects (available at: <https://www.arb.ca.gov/planning/tsaq/eval/eval.htm>) to calculate the cost-effectiveness of the project.

## **PROJECT READINESS / ABILITY TO DELIVER** up to 20-points range

Project schedules should be fully identified in the project submittal with target dates including, proposed capital purchase(s), identification of in-kind match source and readiness for capital purchases. Project sponsors should also describe proposed activities that will ensure and/or accelerate project delivery as proposed in the application.

## **FACTORS OF OVERRIDING CONCERN** up to 20-points range

The Evaluation Committee may use this category to consider factors of overriding concern. Examples may include, but are not limited to: promotes energy conservation, improves quality of life, identification of match source, acceptable project delivery schedule, timely use of funding, regional benefit, etc.



# CMAQ PROJECT SUBMITTAL FORM

Agency \_\_\_\_\_

**Project Category:**

**Priority #:** \_\_\_\_ of \_\_\_\_

**Detailed Project Description (Purpose of Project/Scope of Work):**

**Warrant Study (Submit calculations as attachment):**

**Route # or Name:**

**Postmile/Project Limits/Length:**

**Air Pollution Reduction:**

**Cost-Effectiveness (Submit calculations as attachment):**

**Average Daily Traffic Volume (ADT):**

**Accident Rate:**

**Photo of Facility/Project (Please Attach)**

**Air Quality Screening Criteria Code(s):**

**Environmental Document Type:**

**Environmental Document Completion Date:**

**ROW Acquisition Date:**

**Project Start (or Vehicle Purchase) Date:**

**Project Completion Date:**

**PROJECT DELIVERY SCHEDULE**

(\$1,000)

<i>Work Phase</i>	<i>Fund Type</i>	<i>FY 19/20</i>	<i>FY 20/21</i>	<i>FY 21/22</i>	<i>Fund Total</i>
<b>PE</b>	<b>CMAQ--88.53%</b>				
<b>PE</b>	Local Match				
<b>ROW</b>	<b>CMAQ--88.53%</b>				
<b>ROW</b>	Local Match				
<b>CONST</b>	<b>CMAQ--88.53%</b>				
<b>CONST</b>	Local Match				
<b>TOTALS</b>					

## CMAQ PROJECT SUBMITTAL FORM INSTRUCTIONS

**Step #1 (Agency):** Indicate the name of your Jurisdiction or Agency.

**Step #2 (Project Category):** The proposing agency should choose one (1) of the following categories that best fits the projects: **Transit Improvements, Alternative Fuel / Diesel Retrofits (Non-Transit), Traffic Flow Improvements, Pedestrians / Bicycle, PM-10 Reduction, Miscellaneous**

**Step #3 (Priority #):** The proposing agency should rank the projects that are submitted in accordance with their own priorities.

**Step #4 (Detailed Project Description):** Describe the type of vehicle that you propose to scrap and the vehicle you propose to buy **with sufficient detail so that the Scoring Committee can understand the purpose and extent of your project**, to include but not limited, year, make, model, year of engine (if different from year of vehicle), and fuel type.

**Step #5 (Warrant Study):** If project is a traffic signal project, include —Warrant Study to include level of service and traffic volumes (on each leg).

**Step #6 (Route # or Name):** List the name of the road or highway if applicable.

**Step #7 (Project Location/ Length):** Indicate the length of the facility (road, highway, bikeway, etc.) measured in miles including tenths of a mile. If postmiles are available, indicate postmile limits if applicable. Indicate the nearest cross street at each end of the travelway. (Example: Belmont Avenue between Clovis and Temperance Avenues)

**Step #8 (Air Pollution Reduction) & Step #9 (Cost-effectiveness):** Utilize the CARB Tool —Methods to Find the Cost-Effectiveness of Funding Air Quality Projects (available at: <https://www.arb.ca.gov/planning/tsaq/eval/eval.htm>) to estimate the amount of emissions to be reduced by the project after implementation (in kilograms per day of VOC, NOx, and PM10 pollutants). The CARB model calculates the cost effectiveness of the project measured in total cost per pound of pollutants reduced.

**Step #10 (ADT):** Average Daily Traffic Volume on a road facility, or equivalent volume levels for transit/bicycle/pedestrian facilities if applicable.

**Step #11 (Accident Rate):** Accidents divided by millions of vehicle miles. For traffic signal or bridge, use accidents divided by millions of vehicles. Would need number of accidents over past three years.

**Step #12 (Photo of Facility/Project):** Photos should be included.

**Step #13 (Air Quality Screening):** Please select the applicable —air quality screening code(s) found on pages 28-29.

**Step #14 (Env. Doc. Type):** Enter the environmental document type such as CE, EIR/EIS, etc.

**Step #15 (Env. Doc. Completion Date):** Enter the anticipated milestone date for completing the project environmental phase.

**Step #16 (ROW Acquisition Date):** Please identify the anticipated right-of-way acquisition date if applicable.

**Step #17 (Project Start/Award Date):** Enter the anticipated project start or vehicle purchase date. Provide dates for all CMAQ-funded phases.

**Step #18 (Project Completion Date):** Enter the estimated project completion date. Provide dates for all CMAQ-funded phases.

**Step #19 (Project Delivery Schedule):** Please program the specific work phase and dollar amount into the appropriate Fiscal Year.

**Please note that the MINIMUM local match is 11.47%.** Agencies may provide a higher percentage match, if possible. Funding amounts should be rounded to the nearest thousand.

**CODES (for Fund Type and Work Phase):**

**FUND TYPE:**

CMAQ: Congestion Mitigation & Air Quality

Local: Local Agency Funds

**PHASE Definition:**

PE: Environmental Document Phase (PA&ED) & Design (PS&E)

ROW: Right-of-Way Acquisition

CONST: Construction

# SAMPLE TRANSIT PURCHASE SUBMITTAL FORM

City of xxxxx  
 \_\_\_\_\_  
 Agency

**Priority #:** \_1\_ of \_1\_

**Project Category:** Transit Improvements

**Project Description:** Transit Van Purchase

Purchase of 2 Compressed Natural Gas Modified Vans to expand existing IVT Transit System to provide greater levels of service and meet the present and future transportation needs of the County. Major air quality benefits include reduction of ozone, carbon monoxide, and particulate by using —clean air vans.

**Warrant Study:** N/A

**Route # or Name:** N/A (FCRTA Sub-Systems)

**Postmile Limits/Length:** N/A

**Air Pollution Reduction:** Kilograms Per Day Reduced  
 ROG = 0.37; NOX = 0.50

**Cost Effectiveness:** \$25.00/lb. reduced

(See attached calculations)

**Average Daily Traffic Volume (ADT):** N/A

**Accident Rate:** N/A

**Photo of Facility/Project:** Photos attached.

**Air Quality Screening Criteria Code:** 4.02

**Proposed Environmental Document Type:** CE

**Proposed Environmental Document Date:** 7-1-20

**ROW Acquisition Date:** N/A

**Project Start (or Vehicle Purchase) Date:** 12-1-20

**Project Completion Date:** 12-31-21

**PROJECT DELIVERY SCHEDULE**  
 (\$1,000)

<b>Work Phase</b>	<b>Fund Type</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/2</b>	<b>Fund Total</b>
PE	CMAQ--88.53%				
PE	Local Match				
ROW	CMAQ--88.53%				
ROW	Local Match				
CONST	CMAQ--88.53%		531.2		531.2
CONST	Local Match		68.8		68.8
<b>TOTALS</b>			<b>600.0</b>		<b>600.0</b>

# SAMPLE SIGNAL PROJECT SUBMITTAL FORM

City of xxxxx  
 \_\_\_\_\_  
 Agency

**Priority #:**   3   of   4  

**Project Category:** Traffic Flow Improvements

**Project Description:** Replace existing four-way stop control at the intersection of Ashlan and Van Ness Avenues with a traffic signal to reduce delay, congestion, and air pollution.

**Warrant Study:** See attached study.

**Route # or Name:** Intersection of Ashlan and Van Ness Avenues.

**Postmile Limits/Length:** N/A

**Air Pollution Reduction:** Kilograms Per Day Reduced

ROG = 0.37

NOX = 0.50

**Cost Effectiveness:** \$50.00 per pound reduced

**Average Daily Traffic Volume (ADT):** Ashlan ADT is 18,688 (1999) and Van Ness ADT is 2,510 (1999)

**Accident Rate:** There have been 23 accidents over the last five years at this intersection for an accident rate of 0.85 accidents per million vehicle miles.

**Photo of Facility/Project**

**(Optional-Please Attach):** Photographs of the intersection are attached.

**Air Quality Screening Criteria Code:** 3.06

**Proposed Environmental Document Type:** CE

**Proposed Environmental Document Date:** 7-1-20

**ROW Acquisition Date:** N/A

**Project Start Date:** PE 12-1-20; Const 4-1-21

**Project Completion Date:** PE 2-1-21; CON 6-30-21

**PROJECT DELIVERY SCHEDULE (\$1,000)**

<b>Work Phase</b>	<b>Fund Type</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>Fund Total</b>
PE	CMAQ--88.53%		13.3		13.3
PE	Local Match		1.7		1.7
ROW	CMAQ--88.53%				
ROW	Local Match				
CONST	CMAQ--88.53%		146.0		146.0
CONST	Local Match		19.0		19.0
<b>TOTALS</b>			<b>180.00</b>		<b>180.00</b>

## **Air Quality Screening Codes**

### **1.00 SAFETY PROGRAMS**

- 1.01 Railroad/Highway Crossing
- 1.02 Hazard Elimination Program
- 1.03 Safer non Federal-aid system roads
- 1.04 Shoulder improvements
- 1.05 Increasing sight distance
  
- 1.06 Safety Improvement Program
- 1.07 Traffic control devices and operating assistance other than signalization projects
- 1.08 Railroad/highway crossing warning devices
- 1.09 Guardrail, median barriers, crash cushions
- 1.10 Pavement resurfacing and/or rehabilitation
- 1.11 Pavement marking demonstration
- 1.12 Emergency Relief (23 U.S.C. 125)
- 1.13 Fencing
- 1.14 Skid treatments
- 1.15 Safety roadside rest areas
- 1.16 Adding medians
- 1.17 Truck climbing lanes outside the urbanized area
- 1.18 Lighting improvements
- 1.19 Widening narrow pavements or reconstructing bridges (no additional travel lanes)
- 1.20 Emergency truck pullovers

### **2.00 MASS TRANSIT**

- 2.01 Operating assistance to transit agencies
- 2.02 Purchase of support vehicles
- 2.03 Rehabilitation of transit vehicles
- 2.04 Purchase of office, shop and operating equipment for existing facilities
- 2.05 Purchase of operating equipment for vehicles (e.g. radios, fareboxes, lifts, etc.)
- 2.06 Construction or renovation of power, signal, and communications systems
- 2.07 Construction of small passenger shelters and information kiosks
- 2.08 Reconstruction or renovation of transit buildings and structures
- 2.09 Rehabilitation or reconstruction of track structures, track, and trackbed in existing right-of-way
- 2.10 Purchase of new buses and rail cars to replace existing vehicles or for minor expansions of fleet
- 2.11 Construction of new bus, rail storage/maintenance facilities categorically excluded (23 CFR 771)

### **3.00 AIR QUALITY**

- 3.01 Continuation of ride-sharing and van-pooling promotion activities at current levels
- 3.02 Bicycle and pedestrian facilities

### **4.00 LANDSCAPING/SIGNS**

- 4.01 Specific activities that do not involve or lead directly to construction
- 4.05 Engineering to assess social, economic, and environmental effects of the proposed action or alternatives to that action
- 4.06 Noise attenuation
- 4.07 Emergency or hardship advance land acquisitions [23 CFR 712.204(d)].
- 4.08 Acquisition of scenic easements
- 4.09 Plantings, landscape, etc.
- 4.10 Sign removal
- 4.11 Directional and informational signs

4.12 Transportation enhancement activities (excepting rehabilitation and operation of historic buildings, structures, or facilities).

4.13 Repair of damage caused by natural disasters, civil unrest, or terrorist acts, except projects involving substantial functional, locational or capacity increase.

**5.00 OTHER**

5.01 Intersection channelization projects

5.02 Intersection signalization projects at individual intersections

5.03 Changes in vertical and horizontal alignment

5.04 Interchange reconfiguration projects

5.05 Truck size and weight inspection stations

5.06 Bus terminals and transfer points

5.07 Traffic signal synchronization

## RESOLUTION SUPPORTING DELIVERY SCHEDULE

The passage of AB 1012 requires that both state and federal funds be used in a timely manner. To avoid losing funds to the “use-it-or-lose-it” provisions of AB 1012, project sponsors must be able to deliver their projects on time as proposed in the application or as programmed in the FTIP (if different than the date proposed in the application).

Since project delivery is important, the *CMAQ Scoring Committee* may consider a local agency’s past performance to deliver projects when scoring applications under the scoring criteria of “Factors of Overriding Concern”.

Local agencies that submit applications for CMAQ funds must be able to ensure that their project(s) can be delivered in a timely manner. Therefore, **each application MUST be submitted must include a formal Council/Board Resolution stating that each project will meet project delivery schedules and that staff be directed to ensure that projects are delivered in a timely manner.** A sample resolution is provided on the next page.

\*\*\*Applicants may submit a draft resolution with each application; however, applicant must state the anticipated adoption date of the resolution. Adoption of resolution must be completed prior to April 24, 2019.



**SAMPLE COUNCIL/BOARD RESOLUTION**

**BEFORE THE  
(NAME OF CITY/COUNTY/DISTRICT COUNCIL/BOARD)  
RESOLUTION NO. 2019-\_\_**

In the Matter of:

ICTC RESOLUTION SUPPORTING  
CMAQ FUNDING Project Delivery Schedules and timely use of funding

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the timely use of State and Federal funds; and

WHEREAS, the (City/County) is able to apply for and receive Federal and State funding including Congestion Mitigation and Air Quality (CMAQ) funds; and

WHEREAS, the (City/County/District) desires to ensure that its projects are delivered in a timely manner to preclude losing funds for non-delivery; and

WHEREAS, it is understood by the (City/County) that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

NOW THEREFORE BE IT RESOLVED, that the (Council/Board) hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commission Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the (City/County/District) (Council/Board) does direct its management and engineering staffs to ensure all federal and state-funded projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the (City/County/District) (Council/Board).

THE FOREGOING RESOLUTION was passed and adopted by the (Council/Board) on \_\_\_\_\_, 2019.

AYES:  
NOES:  
ABSTAIN:  
ABSENT  
ATTEST:

Signed: \_\_\_\_\_  
Mayor, City of (-----)  
Chair, Board of (-----)  
Chair, (-----) Board

I hereby certify that the foregoing is a true copy of a resolution of the (Council/Board) duly adopted at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed: \_\_\_\_\_

(-----, City/County Clerk)

## CMAQ SCORING COMMITTEE

1. Air Pollution Control District
2. Imperial County Transportation Commission
3. Caltrans – District 11
4. Each city will have the choice to include 1 TAC member on the review panel.

\*\*\*The city representative will not score his or her respective cities project but will be available to answer any questions regarding the projects posed by the scoring committee.

## CONTACT/SUBMITTAL INFORMATION

For further information on eligible projects, submittal of applications or other questions related to the CMAQ program, please contact Virginia Mendoza

Please submit all applications by **5:00 p.m.** on **Friday, March 1, 2019** via mail to:

**Imperial County Transportation Commission**  
**1503 N. Imperial Avenue, Suite 104**  
**El Centro, CA 92243**  
**Attention: Virginia Mendoza**