

AGENDA STAFF REPORT

DATE: February 21, 2018

TO: Mayor and City Council

APPROVED BY: David B. Dale, Interim City Manager

PREPARED BY: David B. Dale, Interim City Manager

SUBJECT: Authorize Interim City Manager to Sign Agreement with GSA for the Calexico West Land Port of Entry Cesar Chavez Boulevard and 2nd Street Signal Lights and New Equipment Installation to Direct Traffic

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Recommendation:

Authorize Interim City Manager to Sign Agreement for the Calexico West Land Port of Entry Cesar Chavez Boulevard and 2nd Street Signal Lights and New Equipment Installation to Direct Traffic.

Background:

GSA is renovating and expanding the Calexico West Land Port of Entry (LPOE) to facilitate cross border inspection activities, to reduce wait times and improve the downtown City vehicle circulation. Non-commercial traffic through the crossing has increased to 15 – 20 thousand vehicles per day, leading to overcrowding and potentially unsafe conditions at the existing smaller inspection facility. To address the needs of the community, GSA is in the process of building a new, larger and safer LPOE facility.

The Renovation and Expansion Project of the LPOE includes routing both inbound and out-bound traffic through the LPOE on newly created traffic lanes entering and leaving the LPOE at the intersection of existing Cesar Chavez Blvd. and 2nd Street.

The creation of these new traffic lanes will necessitate removal of existing City traffic signals and equipment at the intersection of 2nd Street and Cesar Chavez and the construction and installation of new equipment to direct the traffic through the LPOE on the newly created lanes.

Discussion & Analysis:

It has become clear that the LPOE will most likely open for traffic well before the Cesar Chavez project is complete. Depending on the sequencing of construction, it is possible that Cesar Chavez will be closed to through traffic at 2nd Street for portions or the full duration of construction. The signal and ancillary equipment was to be installed as a part of the Cesar Chavez project;

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ITEM

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however due to the timing of the Cesar Chavez project it has become necessary to install the signal lights before the Cesar Chavez project starts construction. It will be necessary to have a working signal at this intersection to facilitate traffic entering and departing the LPOE. For this reason, GSA has agreed to install this signal light at its cost. The City will complete the striping in the intersection, provide some traffic control barriers, provide the street signs, and other items. See the Scope of Work dated February 8, 2018 for details. The MOA also includes a payment to the City in the amount of \$16,480.00 for inspection fees.

Fiscal Impact:

\$16,480.00 for the General Fund to cover inspection services
Will Save approximately \$200,000 in Cesar Chavez project costs

Coordinated With:

Public Works Department
GSA

Attachment(s):

1. MOA for the Calexico Land Port of Entry Cesar Chavez Boulevard and 2nd Street Signal Lights and Signs
2. Exhibit 1, 2nd Street and CC intersection Signalization Plan
3. Exhibit 2, "Scope of Work" dated February 8, 2018

**Agreement
for the
Calexico Land Port of Entry
Cesar Chavez Boulevard and 2nd Street Signal Lights and Signs**

This Agreement by and between the City of Calexico ("City") and the United States General Services Administration ("GSA") is for the funding, design and construction of traffic controls required at the intersection of Cesar Chavez Blvd. and 2nd St. in Calexico, California, due to GSA's Calexico West Land Port of Entry Renovation and Expansion Project (Phase I).

I. Definitions

The following are defined terms for purposes of this Agreement.

- A. Calexico West Land Port of Entry ("LPOE) means the inspection facility existing near, and the subject of a Renovation and Expansion Project near, State Route 111 at the Mexican border, eventually comprising approximately 325 thousand gross square feet, which is owned by GSA and operated by United States Customs and Border Protection.
- B. Project means the work described Exhibit 1 (City approved revised February 7, 2018, TS-01 drawing provided by KOA Corporation) and in the agreed to Scope of Work attached as Exhibit 2, located at the intersection of Cesar Chavez Blvd. and 2nd St.
- C. Party means City or GSA. Parties means both City and GSA.

II. Purpose

A. GSA is in the process of renovating and expanding the Calexico West Land Port of Entry through its Calexico West Land Port of Entry Renovation and Expansion Project, Phase I ("Project") in order to facilitate cross border inspection activities, to reduce wait times and improve downtown City vehicle circulation. Non-commercial traffic through the crossing has increased to approximately 15-20 thousand vehicles per day leading to overcrowding and potentially unsafe conditions at the existing, smaller inspection facility, and therefore requiring the expansion of vehicle-inspection capacity. To address the needs of the community, GSA has designed and is building a new, larger and safer LPOE facility.

2. The Renovation and Expansion Project of the LPOE includes routing both in-bound and out-bound traffic through the LPOE on newly created traffic lanes entering and leaving the LPOE at the intersection of existing Cesar Chavez Blvd. and 2nd St.

3. The creation of these new traffic lanes for the benefit of the LPOE will necessitate removal of existing City traffic signals and equipment at that intersection,

and the construction and installation of new equipment to direct the traffic through the LPOE on the newly created lanes.

III. Agreement

THE CITY AGREES:

- A. It has given final approval for the Project Scope of Work, as evidenced by the signed Scope of Work at Exhibit 2 and the revised February 7, 2018 TS-01 City approved KOA drawing at Exhibit 1.
- B. To grant to GSA for a mutually agreeable time, without any condition, cost or delay, an Encroachment Permit to complete the work described to be done by GSA in Exhibits 1 and 2.
- C. It will timely complete the work detailed to be done by the City in Exhibits 1 and 2 so as to not cause delay to GSA's use of the newly created in-bound and out-bound lanes to the LPOE.
- D. That GSA has no obligation to complete the Project work at all unless City timely grants an Encroachment Permit.
- E. To approve in a timely manner, which approval will not be unreasonably withheld, GSA's traffic management plan for the Project that is the subject of this Agreement at no cost to GSA.
- F. To provide barricades for the Northwest corner of the intersection of Cesar Chavez Blvd. and 2nd St.
- G. To inspect in a timely manner so as to avoid delay to GSA and/or its contractor(s)/agent(s) the Project work, and that it will receive from GSA a lump sum fee of \$16,480.00 for its inspection services.
- H. To not unreasonably withhold its inspection approval(s) throughout the Project that is the subject of this Agreement. And in the case of any objection during inspection, the City will immediately, but no later than one (1) business day, inform GSA and cooperate with GSA in removing the objection so that the Project may be completed without delay.
- I. To accept, and operate and maintain in perpetuity, the newly constructed and installed items of the Project work with no conditions or requirements beyond those written in this Agreement when GSA declares in writing to the City that the Project is Substantially Complete and simultaneously provides As-Built plans and copies of manuals, inspection reports and all testing, after which GSA will have no interest in the Project elements.

- J. That no City Council approval is required for said acceptance, as it has been delegated to the City Manager by Resolution Number _____.
- K. That it will solely maintain and operate the newly constructed and installed Project work items in perpetuity for the benefit of the LPOE as outlined in Exhibits 1 and 2, at its own costs, with no further costs to GSA and the United States of America.
- L. It shall not request or require that GSA and the United States of America provide any funds for accepting, maintaining and operating the Project work items.
- M. It shall continue its account with the Imperial Irrigation District ("IID") for electrical power to Cesar Chavez Blvd. and 2nd St. electrical power.
- N. It approves and adopts the design for all elements of the Project, and assumes full responsibility for such design and construction of all elements of the Project.
- O. The GSA contracting officer is the only individual with authority to accept or reject the work of GSA's contractor performing the Project work.
- P. Neither GSA nor any of its contractors will be required to pay for any permit, (including but not limited to encroachment, street, hauling or temporary use).
- Q. It will not unreasonably withhold approval of any inspection or permit or review of any material or design change for the Project.
- R. It will promptly review any design changes during construction and at no additional cost to GSA.
- S. To indemnify and hold GSA harmless from any claim or cause of action related in any manner to any part of the design, construction, operation or maintenance of each and every element of the Project.

GSA AGREES:

- A. It shall undertake and complete the Project work as detailed in Exhibits 1 and 2.
- B. To provide a traffic management plan to the City for approval, which approval will not be unreasonably withheld, prior to commencing Project work.
- C. To coordinate directly with and pay IID for the electrical work associated with the Project scope of work. This will not include payment to IID for any ongoing costs once the Project scope is completed.
- D. To provide to the City for review any material changes to the final City approved construction documents.

E. To include in its construction contract a requirement for its Project contractor to provide a one (1) year warranty covering all Project work and to require the contractor to name the City as an additional insured during the time period it is performing Project work.

THE PARTIES AGREE:

A. This Agreement is effective only when both of the following occur:

1. IID, City and GSA execute Amendment 1 to their Agreement regarding temporary power line relocation; and
2. City and GSA execute Amendments 1 and 2 to their sewer line agreement.

B. Nothing in this Agreement obligates GSA to provide funding or improvements on any site other than that where the Project is located, as described in and depicted on Exhibits 1 and 2 of this Agreement.

C. GSA shall not commit any funds to any contracts related to the Project until this Agreement is fully executed and the following executed: 1) IID, City and GSA execute Amendment 1 to their Agreement regarding temporary power line relocation; and 2) City and GSA execute Amendments 1 and 2 to their sewer line agreement.

D. If it is determined that the allotted budget for the Project will be exceeded, the City and GSA will reduce the cost of the Project through value engineering. GSA shall not be responsible for any additional scope beyond the Project budget.

E. To cooperate fully with one another for the timely completion of the Project because time is of the essence.

F. The City will conduct inspections during construction and GSA will pay a lump sum fee of \$16,480.00 to the City for all inspection services.

G. GSA will not provide any funding for the operation and maintenance of any element of the Project.

H. Covenant and warrant that the persons executing this Agreement for their respective entities is a duly authorized and existing entity, is qualified to do business in California, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of the City is authorized to do so.

I. This Agreement shall be governed by applicable federal laws.

J. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same document.

- K. The parties will cooperate timely with one another in carrying out the work and purpose of this Agreement.
- L. This Agreement and its exhibits constitute the whole understanding, discussion and agreement of the Parties.
- M. This Agreement may not be changed, amended or altered in any way except in writing and executed by all Parties to the Agreement
- N. This Agreement may only be terminated by mutual agreement of the Parties in writing, or if the events occurring during performance of the Project make completion impossible without additional funds and neither Party can contribute such funds.
- O. No Party shall be liable to the other for any consequential damages in connection with a breach of this Agreement.

III. EXHIBITS

The following exhibits are included as a part of this Agreement:

Exhibit 1 – City approved revised February 7, 2018 TS-01 drawing provided by KOA

Exhibit 2 – February 8, 2018 executed Scope of Work for the Project

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, which is effective as of the latest date of execution.

CITY OF CALEXICO

_____ Date: _____
 By: David Dale
 Title: Interim City Manager

UNITED STATES OF GENERAL SERVICES ADMINISTRATION

_____ Date: _____
 By: Dan Brown
 Title: Regional Commissioner, PBS, Region 9

STATION	POST	REMARKS	DATE
1+00	1+00		
1+10	1+10		
1+20	1+20		
1+30	1+30		
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2+80	2+80		
2+90	2+90		
3+00	3+00		

PROPOSED SIGNAL ELEMENTS

 8' x 8' VHD RECROSSING SIGN

 8' x 8' VHD RECEIVING SIGN

 8' x 8' VHD RECEIVING SIGN (RECEIVING SIGN)

 8' x 8' VHD RECEIVING SIGN (RECEIVING SIGN)

LINE	POLE	PHASE	START DATE	END DATE	REMARKS
1	1	1	1	1	
1	2	2	2	2	
1	3	3	3	3	
1	4	4	4	4	
1	5	5	5	5	
1	6	6	6	6	
1	7	7	7	7	
1	8	8	8	8	
1	9	9	9	9	
1	10	10	10	10	

TRAFFIC SIGNAL GENERAL NOTES:

- 1. ALL WORK SHOWN ON THIS PLAN IS TO BE COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH THE PROVISIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, SECTION 95.00, AND THE CONDITIONS OF CONTRACT.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND AGENCIES.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND AGENCIES.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND AGENCIES.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND AGENCIES.

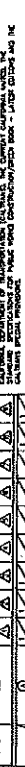
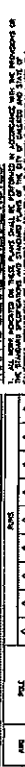
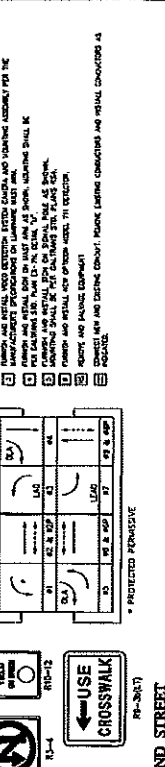
TRAFFIC SIGNAL CONSTRUCTION NOTES:

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND AGENCIES.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND AGENCIES.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND AGENCIES.
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TRAFFIC SIGNAL PHASE DIAGRAM:



TRAFFIC SIGNAL SIGN LEGEND:



UNDERGROUND SERVICE ALERT (USA)

811

BEFORE YOU START ANY CONSTRUCTION OR EXCAVATION WORK, YOU MUST CALL 811 TO REPORT YOUR PROJECT TO THE UTILITY LOCATING AGENCIES.

KOAO CORPORATION

ENGINEERING COMPANY

TRAFFIC ENGINEER

DATE: 10/20/10

SCALE: 1" = 20'

BENCHMARK:

CALIFORNIA DISTRICT 11

BENCH MARK STATION 11003

ELEVATION: 1003.78

DATE: 10/20/10

Cesar Chavez Boulevard

Second Street

TRAFFIC SIGNAL PLAN

CEsar CHAVEZ BOULEVARD AT SECOND STREET



Scope of Work

Cesar Chavez and 2nd Street Traffic Lights and Controller

Calexico West LPOE, Calexico, CA

Before removing traffic light signals, coordinate with IID to disconnect power and safe guard the 12 Kv line above the signals at the Southwest and Southeast corners of Cesar Chavez Boulevard and 2nd Street.

If any demo work is required, then restore the area in kind.

Dismantle and remove the following as shown on traffic signal plan TS-01 for Cesar Chavez Boulevard:

1. **Northeast:** One 30 foot traffic signal light and one 10 foot traffic signal light
2. **Southeast:** One 30 foot traffic signal light, One traffic controller
3. **Southwest:** One 30 foot traffic signal light and one 10 foot Pedestrian Push button post
4. **Northwest:** One 30 foot traffic signal light and one 10 foot traffic signal light
5. Remove all wiring to traffic signal lights and traffic controller
6. Remove and dispose or retain existing pull boxes as needed.
7. Existing cameras and accessories on poles shall be given to City of Calexico.

After dismantling and removing the traffic signal lights, pedestrian signal poles, traffic camera and accessories, and traffic controller, deliver these items to the City of Calexico Yard at 549 Pierce Avenue, Calexico, CA.

Before purchasing the new traffic control signal poles and traffic controller as outlined in the TS-01 plans, ensure City reviews and approves submittals. These submittals will be given to the Public Works/City Engineer for the City of Calexico for their approval.

The contractor is to ensure the vertical height of the poles are in alignment with the city and IID standards from any overhead power lines.

Government will coordinate with the City of Calexico for an "Encroachment Permit". No work can begin unless the Encroachment Permit is approved by the City. The contractor is to provide a traffic control plan to the City for approval and City of Calexico will provide barricades for the Northwest corner.



Procure and install the following as shown on traffic signal plan TS-01 for Cesar Chavez Boulevard as outlined on the Pole Schedule. Build new pole foundations per 2015 Caltrans plans and specifications as outlined in the TS-01 plan.

- a) **Northeast:** One 30 foot traffic signal light Type (26-4-100), One 7 foot traffic signal light type (1-A), and One 17 foot type (27-4-100) traffic signal light
- b) **Southeast:** One 30 foot traffic signal light type (26-4-100), One traffic controller type (2070)
- c) **Southwest:** One 30 foot traffic signal light type (29-5-100) and one Pedestrian Push button post
- d) **Northwest:** One 30 foot traffic signal light type (26-4-100).
- e) For the traffic controller in item (b), conduit and wiring from this traffic controller to each traffic signal as shown on the TS-01 plans for Cesar Chavez. Extend the IID service conduit to the controller.
- f) Video detection system and mounting assembly to signal poles as shown on TS-01.
- g) Emergency Vehicle preemption detection system as outlined on TS-01.
- h) Traffic control signs as outlined on TS-01 plan.

Procure only the following as shown on traffic signal plan TS-01 for Cesar Chavez Boulevard as outlined on the Pole Schedule and transfer to City Yard for future installation by the City:

- i) Procure one 10 foot traffic signal light type (1-A), and one 30 foot traffic signal light type (15TS).

Existing conduits within this traffic intersection is to remain in place, except conduit in path of port driveway area and any new work at this traffic intersection.

Provide stub out conduit to allow for expansion to traffic signal lights "G" & "H" by City of Calexico from pole "F" as shown on TS-01 plans.

Open cuts in asphalt for the conduit work are to be coordinated with City of Calexico inspector.

Connect a traffic controller override to allow CBP the capability to manually override the traffic controller from the Headhouse Building. CBP will provide location in the Headhouse where the override switch will be installed.

All work to be coordinated with City of Calexico Public Works Engineering/Inspections.



Contract No: GS-09-P-15-KT-C-7008
Project No: NCA 00003

February 8, 2018

Curb, driveway, sidewalk and ramps on Southside are to remain part of the LPOE project.

City of Calexico will perform the following:

1. Install street name signage and cameras.
2. Stripe Intersection per TS-01 plan for Cesar Chavez.
3. Provide barricades for the Northwest corner as outlined in the traffic control plan before construction begins.
4. Maintain the barricades at the Northwest corner after construction.
5. Provide sequence and logic for traffic controller.
6. Once traffic signalization work is completed, City will inspect and approve the work for operation and maintenance of the work.

Accepted by

Date:

2/8/18

David Dale, Acting City Manager,
City of Calexico, CA., 92231