

DATE SUBMITTED 06/25/2025
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 07/02/2025

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: AHSC-ARPA/HWY 86 BEAUTIFICATION PHASE 1 PROJECT BID 2024-07 1. AUTHORIZE CHANGE ORDER #1 OLD SR-86 TRAFFIC LIGHTS & PEDESTRIAN HYBRID BEACON (PHB) SYNCHRONIZATION.	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT	
BACKGROUND/SUMMARY: On June 05, 2024, the Community Development Department was directed by City Council per Agenda Item C-8 to seek Bids for the AHSC-ARPA/Hwy 86 Beautification Phase I Project. Thereafter, through a formal competitive Bid process, City Council awarded a contract to Rove Engineering, Inc. to complete the construction of said project per Agenda Item CC09-18-24_C-2. Per the approved scope of the awarded project, a Pedestrian Hybrid Beacon (PHB) is to be installed at the intersection of Old SR-86 and 6 th Street. This infrastructure will allow people walking to safely cross from the West part of Imperial, to the East. In order to anticipate any future conflicts between vehicles and pedestrians, City staff reviewed the possibility of synchronizing the four (4) existing signalized intersections along Old SR-86, (Aten Blvd, Barioni Blvd, 15 th St and Neckel Rd) as well as the new proposed PHB, with Artificial Intelligence (AI) components. This will allow for a safer and smoother flow for either mobility option (walking, cycling, vehicle) while traveling Old State Route 86. See attached Change Order 1 and its Exhibits "A" through "E" for details.	
FISCAL IMPACT: \$166,218.12 (out of \$661,146.78 from approved Contingency per agenda item CC09-18-24_Item-C2). \$37,453.62 from remaining funds from Bid 2024-02 CMAQ 5134(026) Aten Blvd Class II Bike Lane. \$50,000.00 from Street Maintenance – Equipment/other (Account 01-320-5442). \$15,000.00 from IT Funds (Account 19-144-5442). Total amount of Change Order No. 1 = \$268,671.74	ADMIN SERVICES SIGN INITIALS <u>JMS</u>
STAFF RECOMMENDATION: 1. AUTHORIZE CHANGE ORDER # 1 TO INSTALL TRAFFIC LIGHT & PEDESTRIAN HYBRID BEACON SYNCHRONIZATION SYSTEM.	DEPT. INITIALS <u>[Signature]</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>[Signature]</u>



City of Imperial
Community Development Department
420 South Imperial Avenue
Imperial, CA 92251
Phone: (760) 355-1152
Fax: (760) 355-4718

CONSTRUCTION CHANGE ORDER

Distribution to:

07-02-2025

- OWNER
- ENGINEER
- CONTRACTOR
- FIELD
- OTHER

CHANGE ORDER NO. 1

PROJECT: CITY OF IMPERIAL
AHSC-ARPA HWY 86 BEAUTIFICATION PHASE I PROJECT
BID NO. 2024-07

TO: **ROVE Engineering, Inc.**
Steven Eugenio - President
398 E Aurora Drive
El Centro, CA 92243
Phone: +1 (760) 790-7705

Contractor is directed to make the following change(s) to the original contract:

Add the following new item(s):

I. Traffic Signal Lights Update and Improvements along Old SR-86, from Aten Blvd to Neckel Rd.

Original scope of work only included the installation of a new Pedestrian Hybrid Beacon at the intersection of Old SR-86 and 6th Street. Part of the narrative for the procurement of the AHSC funds was to connect the West and East sides of Imperial, bifurcated in the middle by Old State Route 86. In order to safely allow for the crossing of pedestrians through this intersection, a Pedestrian Hybrid Beacon (PHB) must be installed (See Exhibits "A" & "B"). This infrastructure will indicate to people walking when to safely cross, and direct incoming vehicles to stop as needed.

The importance of Old SR-86, not only for local traffic within the city, but county-wide, cannot be overstated. People from all over the Imperial County travel through this road on a daily basis, connecting our cities for economic, educational, and personal reasons. This means that a smooth and seamless traffic flow must be maintained. By understanding these necessities, it was vital to look for solutions to allow a continuous and safe traffic flow along Old SR-86, with the addition of a new Pedestrian Hybrid Beacon in one previously unsignalized intersection.

The best solution to satisfy all of the above-referenced needs is to update and improve the existing signalized intersections at Old SR-86 (Aten Blvd, Barioni Blvd, 15th St and Neckel Rd) by adding Artificial Intelligence (AI) Synchronization to the existing Traffic Lights. By improving our current infrastructure to accommodate this new technology, we will be able to provide a safer and smoother driving experience to our residents and people driving and walking through our city, allowing for real-time corrections to Traffic Signals, based on the most current data.

a. See Exhibits "C", "D" & "E" for Cost Estimate Breakdown _____ **\$268,671.74**

- Original Contract: ___\$6,611,467.84 (+10% Contingency per agenda item CC09-18-24_Item-C2)
- 10% Contingency: ___\$661,146.78 (per agenda item CC09-18-24_Item-C2)
- LTA Measure "D": ___\$37,453.62 (from remaining funds from Bid 2024-02 CMAQ 5134(026) Aten Blvd Class II Bikelane.)
- Public Services Funds: ___\$50,000.00 (from Street Maintenance – Equipment/other (Account 01-320-5442))
- IT Funds: _____\$15,000.00 (from IT Funds (Account 19-144-5442))
- Add per C.O. #1: ___\$268,671.74 (Old SR-86 Traffic Lights Synchronization and PHB)

Change Order #1 to be funded by Contingency Funds + LTA Measure "D" (from remaining funds from Bid 2024-02 CMAQ 5134(026) Aten Blvd Class II Bike Lane + Public Services Funds + IT Funds (described above)

Remaining Contingency = \$ 494,928.66

Attachments:

- Exhibit A – Improvement Plans
- Exhibit B – Pedestrian Hybrid Beacon Location
- Exhibit C – Additional Work
- Exhibit D – Additional Cost to Bid Items
- Exhibit E – Total Cost Estimate

Not valid until signed by both the Owner and the Contractor.

Signature indicates his agreement herewith, including any adjustment in the contract sum or contract time.

Authorized by:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

By:

Date:

Dennis Morita
City Manager

ROVE Engineering, Inc.
398 E Aurora Drive
El Centro, CA 92243

By:

Date:

Steven Eugenio
President

Exhibit "B" AHSC-ARPA Hwy 86 Beautification Phase I PHB Location

LEGEND

- STI: CLASS II BIKE LANE
- STI: CLASS III BIKE ROUTE
- STI: SIDEWALK

- TRA: CONTINENTAL CROSSWALK
- TRA: PEDESTRIAN HYBRID BEACON
- TRA: BIKE RACKS
- TRA: MEDIAN LANDSCAPING / TREE PLANTING

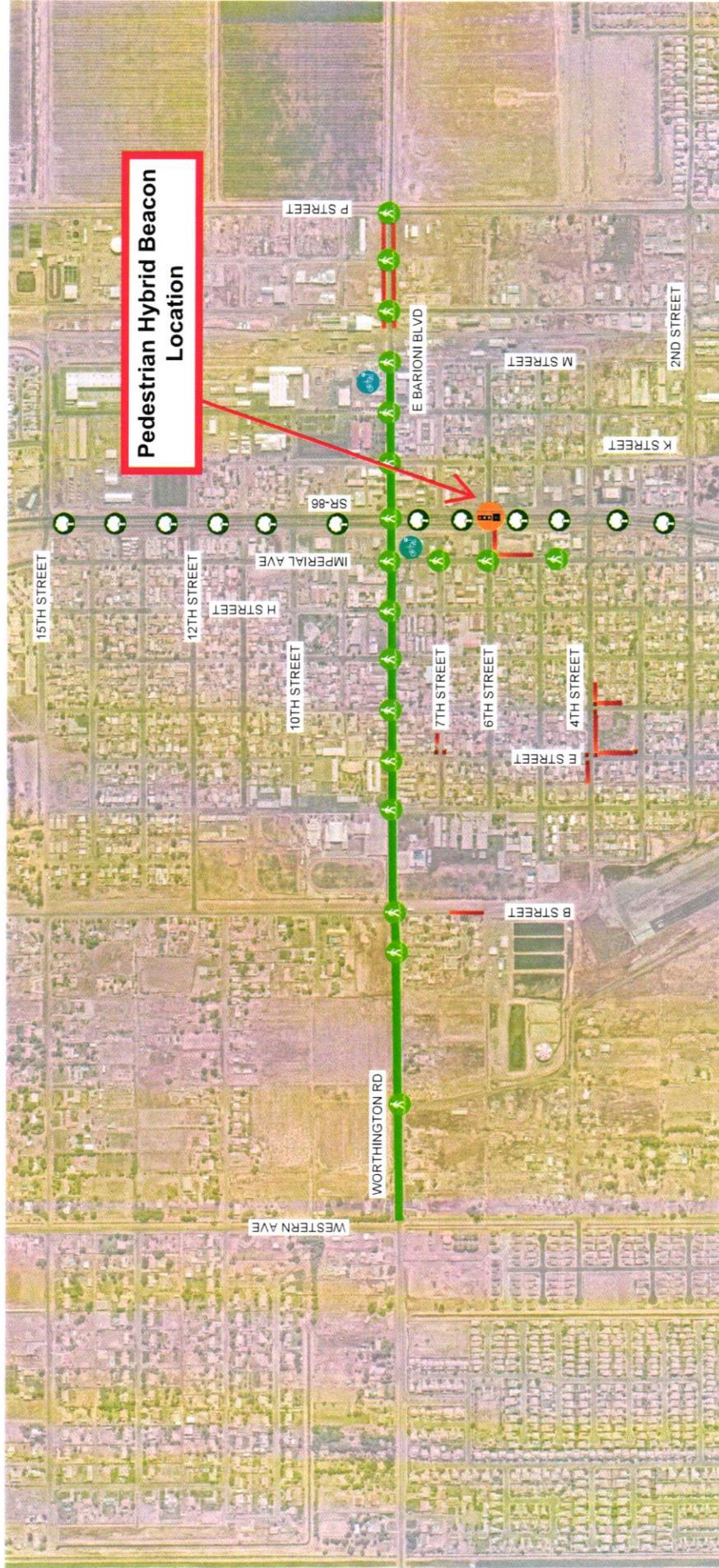


EXHIBIT "C"

**Bid 2024-07 - AHSC-ARPA Hwy 86 Beautification Phase I Project -
Old SR-86 Traffic Lights Synchronization Cost Estimate
Additional Work**

04/16/25

CONTRACT TITLE: City of Imperial-HWY 86

CONTRACT NO:

DESCRIPTION: Currux

PRIME CONTRACTOR'S WORK

1. Direct Materials			\$116,149.88		
2. Sales Tax on Materials	7.75%	of line 1	\$9,001.62		
3. Direct Labor			\$ 13,600.00		
4. Insurance, Taxes	17%	of line 3	N/A	\$0.00	
5. Rental Equipment			\$2,400.00		
6. Sales Tax on Rental Equipment	7.75%	of line 5	\$186.00		
7. Equipment Ownership and Operating Expenses			\$3,200.00		
8. SUBTOTAL (add lines 1 - 7)				\$144,537.50	
9. Field Overhead	0%	of line 8			
10. SUBTOTAL (add lines 8 & 9)				\$144,537.50	

Prime Remarks:

SUB-CONTRACTOR'S WORK

11. Direct Materials					
12. Sales Tax on Materials		of line 11			
13. Direct Labor					
14. Insurance, Taxes & Fringe Benefits	14%	of line 13	14%		
15. Rental Equipment					
16. Sales Tax on Rental Equipment		of line 15			
17. Equipment Ownership and Operating Expenses					
18. SUBTOTAL (add lines 11 - 17)				\$0.00	
19. Field Overhead		of line 18	5%		
20. SUBTOTAL (add lines 18 & 19)				\$0.00	
21. Home Office Overhead		of line 20	3%		
22. Profit		of line 20	5%		
23. SUBTOTAL (add lines 20 - 22)					

Sub's Remarks:

24. Prime Contractor's work (from line 10)			\$144,537.50		
25. Sub Contractor's work (from line 23)					
26. SUBTOTAL (add lines 24 & 25)				\$144,537.50	
27. Prime's Overhead on Sub-contractor	5%	of line 25	5%		
28. Prime's Home Office Overhead	0%	of line 24	0%	\$0.00	
29. Prime's Profit	15%	of line 26	15%	\$21,680.63	
30. SUBTOTAL (add lines 26 - 29))				\$166,218.13	
31. Prime Contractor's Bond Premium	1%	of line 30			
32. TOTAL COST (add lines 30 & 31)				\$166,218.13	

Total Cost = \$166,218.13

Prime Contractor name: Ensley Electric, Inc.

Signature & Title of preparer: Brandon H. Ensley

Date: 16-Apr-25

INSTRUCTIONS FOR PREPARING PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

BREAKDOWN OF DIRECT COSTS

Contract No.

Date: 4/16/2025

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		R O	EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Hours	Rate	Total
Alex Aguirre(ELEC)	80	HR			\$ 85.00	\$ 6,800.00				
Armando Sanchez(ELEC)	80	HR			\$ 85.00	\$ 6,800.00				
Boom Lift							R	40	60.00	2,400.00
Service Truck							O	80	40.00	3,200.00
DIRECT Prime Contractor's TOTALS				\$ -		\$ 13,600.00	R	Total (Rental)		\$ 2,400.00
							O	Total (Owned)		\$ 3,200.00

ITEMS OF WORK FOR Sub-contractor	QTY	UNIT	MATERIAL		LABOR		R O	EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
DIRECT Sub-contractor's TOTALS				\$ -			R	Total (Rental)		\$ -
							O	Total (Owned)		



Western Systems

Innovative Transportation Solutions

Quotation

1122 Industry Street, Bldg. B, Everett, WA 98203
Phone: (425) 438-1133 | Fax: (425) 438-1585

Date	Quote #	Rev #
02/05/25	Q-18609	

Project	Agency:
Currux	City of Imperial, CA

Prepared For:	To place an order:
Contact: David Dale Company: City of Imperial, CA Email: ddale@imperial.ca.gov Address: 420 South Imperial Avenue City/State: Imperial, CA 92251	Contact: Calvin Suida Phone: 8582212412 Fax: (425) 438-1585 Email: csuida@westernsystems-inc.com <i>*This order is subject to the terms & conditions</i>

Qty	Part #	Description
4	8820080000	SMARTCITY ITS STANDARD, GEN 2, 4 PORT (GPU SERVER & SOFTWARE) CURRUX VISION
4	8820080023	SDLC MODULE (SERIAL VEH/PED/BIKE DETECTION) CURRUX VISION
4	8820080025	NTCIP MODULE
4	8820080035	ANALOGUE CAMERA ADAPTER 4CH CURRUX VISION
4	0630010133	CABLE CAT6 F/UTP BLACK OUTDOOR DIRECT BURIAL (PRIMUS) C6CMXE-5365BK 1000FT ROLL
1	8820080031	SIGNAL TIMING OPTIMIZATION CORRIDOR OPTIMIZATION ON A CORRIDOR (SERVICE) CURRUX VISION
4	5900001010	CURRUX BULLET CAMERA QUAD BUNDLE (4 CAMERAS, 4 MOUNTS, 1 POE)

Terms:	Net 30
Freight Terms:	FOB DstFrt PP&ADD
Material Lead Time:	

See General Conditions below for exceptions and changes to freight and lead time policies

Subtotal	\$116,149.88
Shipping	
Tax	
Grand Total	\$116,149.88

GENERAL CONDITIONS OF SALE

All information contained within this quote is valid for 30 days from the date of the quotation. Thereafter, all prices and applicable charges are subject to change; if the purchaser accepts this quote after 30 days, Western Systems may issue a revised quote with the 30 days following receipt of the acceptance. The acceptance of this quotation constitutes the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems absent its written agreement to any such terms. Purchaser's acceptance of the goods and/or services referenced in this quote also constitute acceptance of all terms and conditions herein, regardless of any contrary or additional terms submitted in purchaser's purchase order or acceptance.

TERMS AND CONDITIONS

Purchase Order: All purchases require a written purchase order. Email or verbal communication does not constitute an acceptable purchase order.

Delivery: Material lead time date is based after the release of the order.

FOB Destination and FOB Destination, Prepay & Add terms as quoted imply that the customer will be available to receive material deliveries. Any repeated delivery attempts, trucking reroutes, enroute cancellations or product factory returns which incur additional shipping costs shall be billed to the purchaser.

This quote is based on the current prices being paid by Western Systems for parts and components. It assumes delivery within a normal time frame after acceptance (in any case within 90 days). If delivery is delayed or postponed beyond normal delivery time frames at no fault of Western Systems, it reserves the right to adjust the pricing based on its estimate of increased costs and expenses resulting from the delay, unless contractually obligated otherwise or contrary to applicable law.

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all tariffs, duties, sales or use taxes in addition to the quoted prices herein. Any taxes listed are estimated totals and should be verified against local requirements.

Payment Terms: Payment terms are based on approval of credit. If credit is approved, terms are Net 30 days. Western Systems imposes a surcharge of 3% on the transaction amounts when paying with a Visa or MasterCard. We are unable to accept other credit cards for payment options. All prices are quotes in USD funds.

Non-Payment Fees: If payment has not been received when due, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal fees, etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until purchaser balances their account.

Western Systems will not be subject to any project retainage of any kind. Material purchases are due and payable upon receipt. Unpaid balances will be subject to Non-Payment Fees.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of purchaser's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser.

Deferment or Cancellation Policy: Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted, or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not include nor imply any on-site support services unless expressly stated herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Products are sold subject to manufacturer's warranty. Products manufactured by Western Systems carry a one-year warranty. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com.

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days. Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, supply chain interruptions or delays, labor shortage or disturbance, fire, accident, war, civil disturbance, or carrier delays.

Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation, and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental, or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether it (a) has been informed of the possibility of such damages or (b) is negligent.



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4	8820080025	NTCIP MODULE	NTCIP
4	8820080035	ANALOGUE CAMERA ADAPTER 4CH CURRUX VISION	ACA
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Account Name	City of Imperial, CA
Opportunity Name	Currux
Contact Name	David Dale
Customer Name	City of Imperial, CA
Customer Contact Name	David Dale
Quote Name	Q-18609
Quote Version	
FOB	FOB DstFrt PP&ADD
City	Imperial
State	CA
Zip	92251
Tax Rate	0
Sales Rep	Calvin Suida
Sales Rep Phone	8582212412
Sales Rep Email	csuida@westernsystems-inc.com
Estimator	
Estimator Phone	425-438-1133
Estimator Email	
Sales Rep or Estimator	Sales



EXHIBIT "D"
Additional Cost to Bid Items

AHSC-ARPA Hwy 86 Beautification Phase I Project
Contractor: Rove Engineering, Inc.
BID 2024-07
Change Order #1

Additional Quantities of Contract Items (per - Rove Engineering's Email)					
Item No.	Description	Unit	Quantities	Unit Price	Total
66	Furnish and Install Type 332L Cabinet & Foundation	LS	1	\$ 41,639.65	\$ 41,639.65
67	Furnish and Install 2070LX Controller with Omni Software	LS	1	\$ 11,500.00	\$ 11,500.00
71	Furnish and Install Wireless Beacon Control Assembly	EA	4	\$ 10,000.00	\$ 40,000.00

(A) Total of Additional Cost per Line Items = **\$ 93,139.65**

(B) Rove Engineering's Markup = **10%**

(C) Rove Engineering's Markup Amount = **\$ 9,313.97**

Total Change Order (A + C) = **\$ 102,453.62**

THE AMOUNT IS AN ADDITION TO THE COST OF THE BID ITEMS.

Total Cost = \$102,453.62

