

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

441 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 12, 2011

SUBJECT: Agreement between the State of California Department of California Highway Patrol (CHP) and the County of Riverside for traffic control services for the Date Palm at Interstate 10 Interchange Project.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreement between the State of California CHP and the County of Riverside;
2. and Authorize the Chairman of the Board to execute the same.

BACKGROUND: The cities of Cathedral City, Palm Springs and Rancho Mirage in cooperation with the County of Riverside and the Coachella Valley Association of Governments are

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FORM APPROVED COUNTY COUNSEL
DATE 7/12/11
BY MARSHA L. VICTOR

Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 286,058	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

SOURCE OF FUNDS: STIP Fed (100%) Project No. A8-0373	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 02/15/11 3.34 | District: 4 | Agenda Number:

3.80

The Honorable Board of Supervisors

RE: Agreement between the State of California Department of California Highway Patrol (CHP) and the County of Riverside for traffic control services for the Date Palm at Interstate 10 Interchange Project.

May 12, 2010

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proposing a project that consists of reconstructing the existing interchange located in the Coachella Valley on Interstate 10 at Date Palm Drive. The improvements will reconstruct the existing interchange in a partial cloverleaf type interchange and will incorporate eastbound and westbound loop on-ramps. The existing bridge will be widened to accommodate six through traffic lanes, a raised median, sidewalk, and a shoulder that will be used as a bike lane. Additionally, the eastbound and westbound direct on- and off-ramps will be realigned.

On February 15, 2011, the Board awarded a construction contract to Sema Construction, Inc. in the amount of \$14,832,124 to construct said improvements.

This agreement between the State of California CHP and the County of Riverside is for traffic control services during the construction phase of the project. CHP traffic control services are required by Caltrans and will help reduce the potential for traffic accidents within the construction zone and encourage motorists to drive in a safe manner.

The construction of the Date Palm Drive at Interstate 10 Interchange Project is fully funded by State Transportation Improvement Program (STIP) and Federal Surface Transportation Program (STP) fund sources. The Date Palm Drive Interchange project will create construction jobs, and vastly improve traffic operations and safety at this congested interchange.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2011, by and between the State of California, acting by and through Department of California Highway Patrol, hereinafter called CHP, and Riverside County Transportation Department, hereinafter called RCTD.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, CHP and RCTD do hereby agree as follows:

1. The CHP agrees to provide RCTD, traffic control services at the Date Palm Drive, widening Interstate 10, over-crossing project. Officers shall proactively patrol the work zones, maintain high visibility within the work zones, and engage in enforcement activities. These activities shall include the use of radar and/or lidar when possible, and aggressive enforcement of driving under the influence (DUI), and other Primary Collision Factor (PCF) violations.
2. The term of this Agreement is June 1, 2011 through May 30, 2013. ***Work shall commence on the beginning day of this term or upon approval by State of California, Department of General Services (DGS), whichever is later. No work shall begin before that time.***
3. At the request of RCTD, CHP Indio Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Indio Area be unable to fill the necessary staffing for each event, the shortage of CHP officers will be utilized from out-of-Area uniformed personnel:
4. The Contract Coordinators for this Agreement shall be:

Department of California Highway Patrol Indio Area office Sergeant Donald Walker 79-650 Varner Road Indio, CA 92203 Telephone Number: (760) 772-8911 Fax Number: (760) 360-7839	Riverside County Transportation Department Cesar Tolentino 3525 14 th Street Riverside, CA 92501 Telephone Number: (951) 955-1520 Fax Number: (951) 955-3164
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5. The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Contract Coordinators. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested on an "as needed" basis and must be mutually agreed upon by the local CHP command and RCTD.
6. The traffic control service to be performed by CHP officer(s) under this Agreement shall be done in accordance with state and federal guidelines.
7. CHP and RCTD agree this Agreement may be canceled by either party with thirty (30) days advance written notice.

8. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
9. The hours of duty performed by CHP officer(s) under this Agreement will be overtime.
10. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, RCTD agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime.
Exception: This does not apply to those cases when the hours worked is part of an extended shift.
11. If the CHP officer(s) report to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, RCTD will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location.
12. The CHP and RCTD agree that this Agreement may be amended by written mutual consent of the parties hereto.
13. This Agreement includes hourly usages and anticipated mileage for the Date Palm Drive, widening Interstate 10, over-crossing project.

The following is an estimate of cumulative costs for the Date Palm Drive, Interchange 10 project:

Sergeant Hours:	as needed
Officer Hours:	3,472 hours
Motor Officer Hours:	0 hours
Patrol car mileage:	37,200 miles
Motorcycle mileage:	0 miles

14. In consideration of the above services and upon receipt of an itemized invoice, RCTD agrees to reimburse CHP for the actual costs in effect at the time services are provided. The rates indicated in this Agreement are for estimate purposes only. In the event CHP is granted a rate increase, RCTD agrees to pay the increased rate. The following information is the CHP officer overtime rates and vehicle mileage effective Fiscal Year 10/11, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$75.64 per hour
CHP Sergeant	\$91.98 per hour
M/C Officer	\$78.25 per hour
M/C Sergeant	\$95.17 per hour
CHP Automobile	\$0.63 per mile
CHP Motorcycle	\$0.91 per mile

It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and the overhead rate is approved by the State. No advance written notification is necessary prior to implementing the increased rates.

15. In the event the County requests additional CHP officer(s) hours in the excess of the original estimate, an amendment to the Agreement will be processed by the CHP and RCTD, to reflect the additional cost incurred.
16. The total amount of this Agreement shall not exceed Two Hundred Eighty-Six Thousand Fifty-Eight Dollars and Eight Cents (\$286,058.08), except as specified in Paragraph 15.
17. It is understood by RCTD that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Paragraph 11.
18. CHP shall provide RCTD with an itemized invoice which details all CHP costs for traffic control services under this Agreement. RCTD agrees to pay CHP within forty-five (45) days after the date of the invoice.
19. CANCELLATION
 - a. RCTD shall not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
 - b. RCTD agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
 - c. RCTD agrees that if cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such cancellation, RCTD shall only be charged a short notice cancellation fee of \$50.00 per assigned CHP officer(s).
 - d. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
 - e. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the cancellation.
20. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at State expense, which are directly related to the services provided herein.
21. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
22. AUDIT

RCTD agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. RCTD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. RCTD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any

employees who might reasonably have information related to such records. Further, RCTD agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

23. DISPUTES

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this Agreement shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution

24. MUTUAL INDEMNIFICATION

The parties hereto agree to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with that party's performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the other party in the performance of this Agreement.

25. RCTD agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement.


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STATE OF CALIFORNIA
Department of California Highway Patrol

RIVERSIDE COUNTY APPROVALS
Riverside County Transportation Department

RECOMMENDED FOR APPROVAL:

_____ DATED: _____
JEFFREY T. UYEDA
Chief, Administrative Services Division


_____ DATED: 5/17/11
JUAN C. PEREZ
Director of Transportation

Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001
Telephone Number: (916) 843-3610
Fax Number: (916) 322-3166

APPROVED AS TO FORM:


_____ DATED: 7/12/11
PAMELA J. WALLS
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ DATED: _____
BOB BUSTER
Chairman, Riverside County Board of Supervisors

ATTEST:

_____ DATED: _____
KECIA HARPER-IHEM
Clerk to the Board (SEAL)