

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



217 A

**FROM:** TLMA - Transportation Department

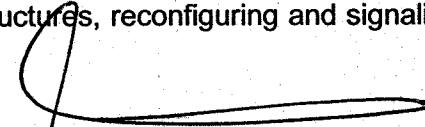
**SUBMITTAL DATE:**  
June 7, 2012

**SUBJECT:** Agreement between the State of California Department of California Highway Patrol (CHP) and the County of Riverside for traffic control services related to the Van Buren Boulevard/I-215 Interchange project.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the agreement between the State of California and the County of Riverside;
2. and authorize the Director of Transportation and Land Management to execute the same.

**BACKGROUND:** The proposed project consists of replacing and widening the Van Buren Boulevard freeway and railroad overcrossing structures, reconfiguring and signaling of the on

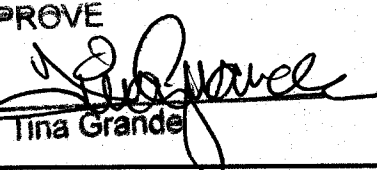
  
 \_\_\_\_\_  
 Juan C. Perez  
 Director of Transportation and Land Management

initials  
(Continued On Attached Page)

|                       |                               |            |                         |           |
|-----------------------|-------------------------------|------------|-------------------------|-----------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 110,200 | In Current Year Budget: | Yes       |
|                       | Current F.Y. Net County Cost: | \$         | Budget Adjustment:      | No        |
|                       | Annual Net County Cost:       | \$         | For Fiscal Year:        | 2011/2012 |

|  |   |                          |
|--|---|--------------------------|
| <b>SOURCE OF FUNDS:</b> March JPA (100%)<br><br>There are no General Funds used in this project. | <b>Positions To Be Deleted Per A-30</b> | <input type="checkbox"/> |
|  | <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

**C.E.O. RECOMMENDATION:**

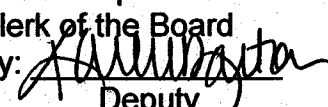
**APPROVE**  
 BY:   
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Tavaglione, Stone and Ashley  
**Nays:** None  
**Absent:** Benoit  
**Date:** June 19, 2012  
**xc:** Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref. 4/17/12 (3.21) | District: 1/1&5/5 | Agenda Number:

**3.49**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

Departmental Concurrence

Policy  Policy  
 Consent  Consent  
 Dept's Recomm.: Per Exec. Ofc.:

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 related to the Van Buren Boulevard/I-215 Interchange project.

June 7, 2012

Page 2 of 2

and off ramps and adding auxiliary lanes on Interstate 215. Landscaping and aesthetic features are also part of the project.

On April 17, 2012 the Board of Supervisors approved the construction contract with Riverside Construction and approved the project budget in the amount of \$47,568,000. This contract with CHP in the amount of \$110,200 is included in the approved project budget.

CHP traffic control services are required by Caltrans for the project and will reduce potential for traffic accidents within the construction zone. CHP will be available as requested by the contractor for enforcement within the work zone and to provide traffic control services during construction staging activities.

This agreement outlines the scope, payment, and terms and conditions for these services. Approval of this item authorizes the Transportation and Land Management Director to approve the agreement as attached. These services will be funded using local funds as previously approved by the Board.

Project No. B70798

WHEN DOCUMENT IS FULLY EXECUTED RETURN

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

**CLERK'S COPY**

ANALYST INITIALS: MH.

STD 213 (Rev 06/03)

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

AGREEMENT NUMBER

11R840001

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTOR'S NAME STATE AGENCY'S NAME

Riverside County Transportation and Land Management Agency

2. The term of this Agreement is: April 1, 2012 through April 30, 2014

3. The maximum amount of this Agreement is: \$ 110,200.00  
One Hundred Ten Thousand, Two Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

Exhibit - D\* Special Terms and Conditions 1 page(s)

Attachment 1 – Project Map 1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

|   |                           |
|---|---------------------------|
| <b>CONTRACTOR</b>   |                           |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br>Riverside County Transportation and Land Management Agency |                           |
| BY (Authorized Signature)<br>  | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING  |                           |
| ADDRESS<br>2950 Washington Street<br>Riverside, CA 92504  |                           |
| <b>STATE OF CALIFORNIA</b>  |                           |
| AGENCY NAME<br>Department of California Highway Patrol  |                           |
| BY (Authorized Signature)<br>  | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>T. L. ANDERSON, Assistant Chief, Administrative Services Division   |                           |
| ADDRESS<br>P.O. Box 942898, Sacramento, CA 94298-0001   |                           |

|   |
|---|
| California Department of General<br>Services Use Only |
| <input type="checkbox"/> Exempt per:                  |

3.49

JUN 19 2012

**EXHIBIT A**

**SCOPE OF WORK**

1. The Contractor, Riverside County Transportation and Land Management Agency (RCTLMA) agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services provided by the CHP Riverside Area office.

Traffic control services shall be provided for the reconstruction of I-215/Van Buren Boulevard Interchange and realignment of the I-215 freeway. See Project Map attached (Attachment 1).

2. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by CHP Contract Coordinator and RCTLMA. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and RCTLMA.

3. The project representatives during the term of this agreement will be:

|  |  |  |  |
|--|--|--|--|
| STATE AGENCY                                     |  | CONTRACTOR   |  |
| Department of California Highway Patrol          |  | Riverside County Transportation and Land Management Agency |  |
| NAME   |  | NAME   |  |
| Officer Albert Graciano                          |  | Hugh Smith, P.E.   |  |
| TELEPHONE NUMBER                                 | FAX NUMBER   | TELEPHONE NUMBER   | EMAIL:   |
| (951) 637-8000                                   | (951) 637-8003   | (951) 955-6885   | <a href="mailto:hmsmith@rctlma.org">hmsmith@rctlma.org</a>   |
| Direct all inquiries to :                        |  |  |  |
| STATE AGENCY                                     |  | CONTRACTOR   |  |
| Department of California Highway Patrol          |  | Riverside County Transportation and Land Management Agency |  |
| SECTION/UNIT                                     |  | SECTION/UNIT   |  |
| Business Services Section/Contract Services Unit |  |  |  |
| ATTENTION  |  | ATTENTION  |  |
| Melissa Hall                                     |  | Susan Vombaur  |  |
| ADDRESS  |  | ADDRESS  |  |
| P.O. Box 942898, Sacramento, CA 94298-0001       |  | 2950 Washington St., Riverside, CA 92504                   |  |
| TELEPHONE NUMBER                                 | EMAIL:   | TELEPHONE NUMBER   | EMAIL:   |
| (916)843-3611                                    | <a href="mailto:mehall@chp.ca.gov">mehall@chp.ca.gov</a> | (951) 955-1429   | <a href="mailto:svombaur@rctlma.org">svombaur@rctlma.org</a> |

## EXHIBIT A

### SCOPE OF WORK (Continued)

5. Detailed description of work to be performed:

- A. CHP Riverside Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Riverside 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.
- B. The traffic control service to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by RCTLMA 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 Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, RCTLMA 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.

If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, RCTLMA 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 covered under this Agreement.

E. CANCELLATION

RCTLMA shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.

1. RCTLMA agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
2. RCTLMA agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, RCTLMA shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
3. All service 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.
4. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. Invoicing and Payment

- A. The CHP shall provide RCTLMA with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

Riverside County Transportation and Land Management Agency  
2950 Washington Street  
Riverside, CA 92504

RCTLMA agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, RCTLMA agrees to reimburse the CHP upon receipt of an itemized invoice. RCTLMA agrees to reimburse the CHP for the actual costs incurred at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, RCTLMA agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective 02/08/12, until superseded:

| <u>CLASSIFICATION</u> | <u>OVERTIME RATE</u> |
|-----------------------|----------------------|
| CHP Officer           | \$67.61 per hour     |
| CHP Sergeant          | \$82.22 per hour     |
| M/C Officer           | \$69.94 per hour     |
| M/C Sergeant          | \$85.06 per hour     |
| CHP Automobile        | \$0.75 per mile      |
| CHP Motorcycle        | \$1.29 per mile      |

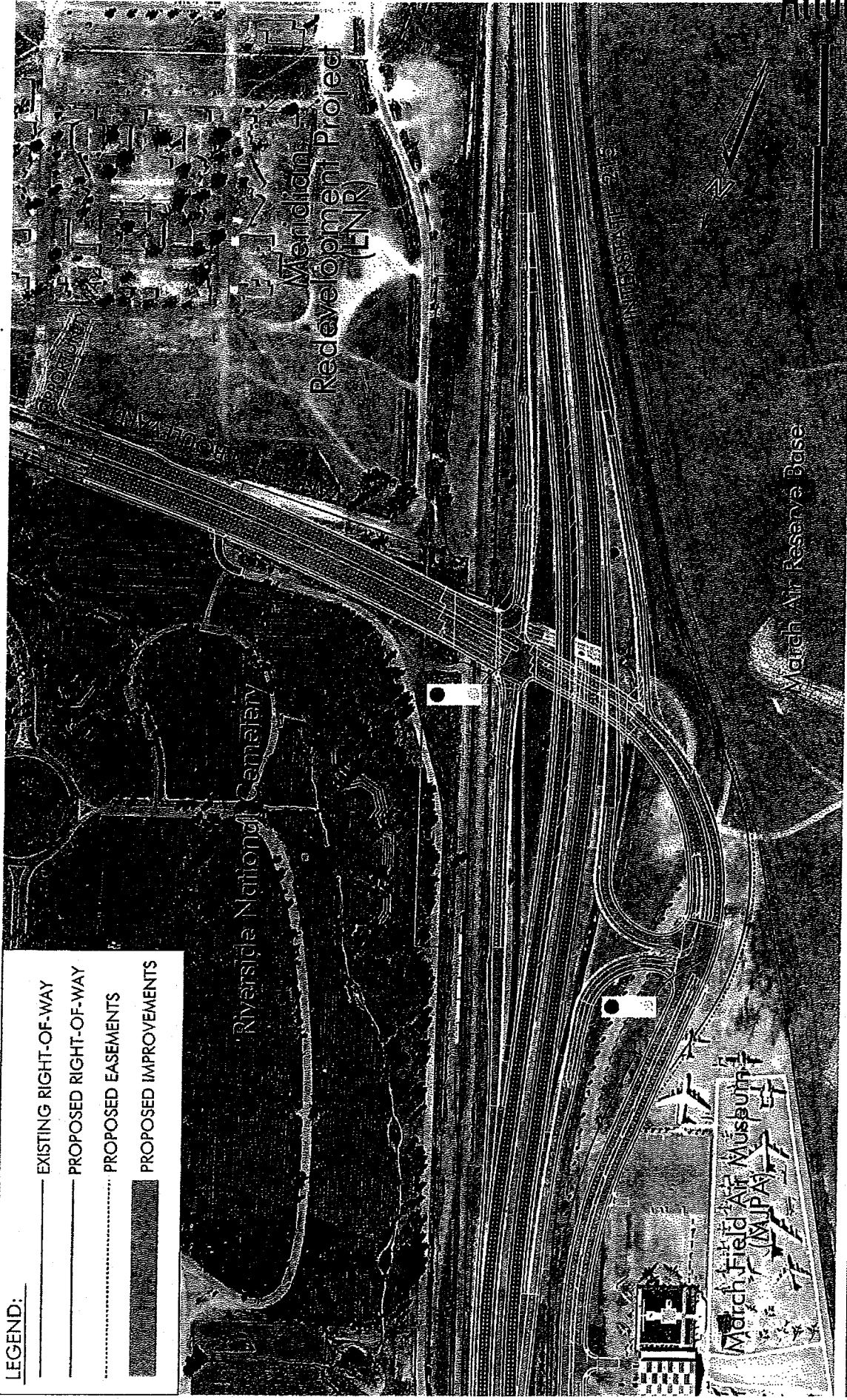
## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

1. The CHP and RCTLMA agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and RCTLMA, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. 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, but only to the extent such supplies or additional equipment are specifically requested in writing by RCTLMA or such need for repair or replacement of property arises directly from RCTLMA gross misconduct or willful negligence with respect to the property.
6. 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.
7. 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 contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution
8. RCTLMA 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. RCTLMA 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. RCTLMA 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, RCTLMA 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).
9. 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 contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution
10. 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 the 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.
11. The RCTLMA agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of RCTLMA.

**LEGEND:**

- EXISTING RIGHT-OF-WAY
- - - PROPOSED RIGHT-OF-WAY
- ..... PROPOSED EASEMENTS
- PROPOSED IMPROVEMENTS



Kimley-Horn  
and Associates, Inc



VAN BUREN BOULEVARD  
INTERSTATE 215 INTERCHANGE IMPROVEMENTS