

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



ITEM
3.63
(ID # 4745)

MEETING DATE:
Tuesday, July 25, 2017

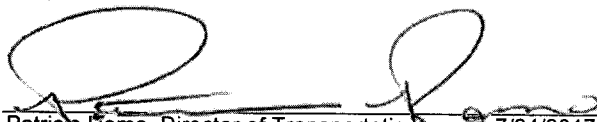
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Agreement between the State of California Department of California Highway Patrol and the County of Riverside for traffic control services related to the Jefferson Street at Interstate 10 Interchange Project; [4th District]; [\$184,540]; Federal Funds (85%), Local Funds (15%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreement between the State of California Department of California Highway Patrol (CHP) and the County of Riverside;
2. Authorize the Director of Transportation to execute the same, and any required amendments that do not exceed 225,000 and are within the approved project budget.
3. Authorize the Director of Transportation to execute agreements with the State of California, Department of California Highway Patrol, for traffic control services related to County of Riverside public works projects, where such agreements are within the approved project budget and do not exceed \$75,000 per project.

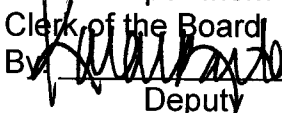
ACTION: Policy


Patricia Romo, Director of Transportation 7/24/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 184,540	\$ 0	\$ 184,540	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: STP funds- Federal (70%), STP Discretionary (15%), Transportation Uniform Mitigation Fee (CVAG) (15%). There is no general funds used in this project.			Budget Adjustment: N/A	
			For Fiscal Year: FY17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Jefferson Street at Interstate 10 Interchange project consists of constructing a new interchange with standard diamond ramps, loop entrance ramps, and a new eight lane Jefferson Street overcrossing over I-10. This interchange will increase capacity and improve traffic operations for current and future traffic volumes.

On February 10, 2015, the Board of Supervisors approved the construction contract with Riverside Construction and approved the project budget in the amount of \$71,203,000. This agreement between the CHP and the County of Riverside, in the amount of \$184,540, is included in the approved project budget. CHP services are needed due to construction activities that require freeway and ramp closures for bridge demolition to keep workers and the public safe. CHP traffic control services are required by Caltrans for the project and will help reduce the potential for accidents within the construction zone and encourage motorists to drive in a safe manner. Approval of this item authorizes the Director of Transportation to approve the agreement as attached. Work Order No.: B2-0388

CHP traffic control services are also necessary for County of Riverside public works projects which are listed in the Transportation Improvement Program (TIP). The Board of Supervisors is requested to delegate authority to the Director of Transportation to enter into agreements with CHP for traffic control services related to County of Riverside public works projects, when such agreements total \$75,000 or less per project. Delegation of authority to the Director of Transportation will assist with timely project delivery and avoid construction delays and associated costs.

County Counsel has approved the Agreement as to legal form.

Contract History and Price Reasonableness

CHP is the only agency that is able to provide traffic enforcement and traffic control services on roads and highways in the County of Riverside and is the only law enforcement agency that can administer citations to motorists that are not adhering to traffic control instructions.

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Impact on Residents and Businesses

The delegation of authority to execute CHP agreements, up to \$75,000, by the Director of Transportation will reduce the potential for traffic accidents and encourage motorists to drive in a safe manner.


Additional Fiscal Information

Costs for CHP services are included in the budget for each public works project in the TIP or modifications to the TIP as submitted to the Board of Supervisors.

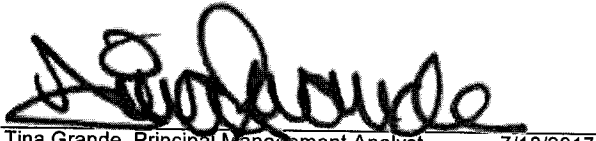
Attachments:

Vicinity Map

Agreement


Patricia Romo, Director of Transportation 7/10/2017


Marsha Victor, Chief Deputy County Counsel 7/13/2017


Tina Grande, Principal Management Analyst 7/18/2017


Gregory L. Priarios, Director County Counsel 7/10/2017

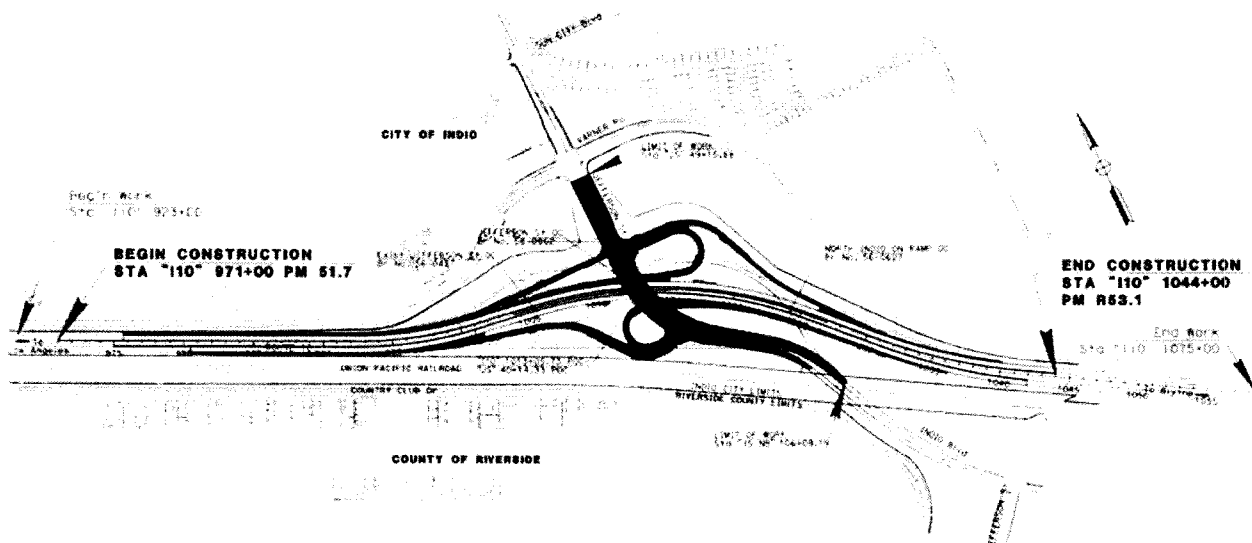
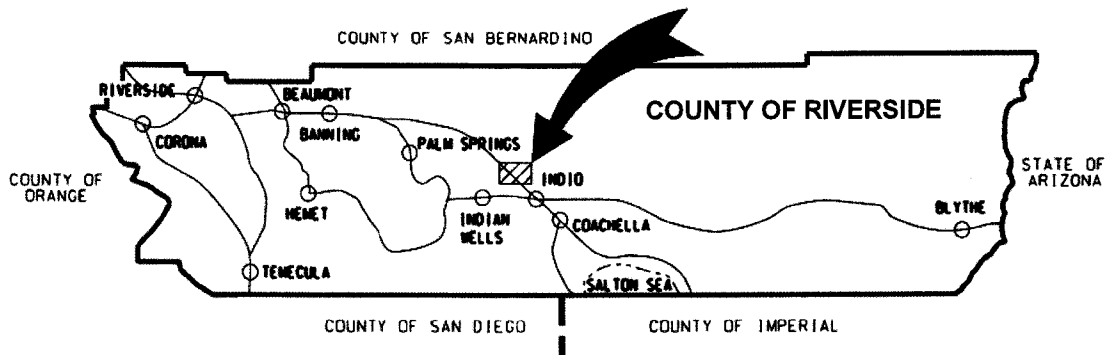
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

**Interstate 10 at Jefferson Street
Interchange Project
in the City of Indio**

Project No. B2-0388

Local-Federal Aid No. STPLN- 5956(235)

State-Federal Aid No. ACNHPI-010-4(064)E



VICINITY MAP

TOWNSHIP 5S RANGE 7E SECTION 8 and 9
COUNTY ROAD BOOK PAGE No 207B and 208A

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

STATE OF CALIFORNIA
STANDARD AGREEMENT
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

17R630000

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTEE'S NAME STATE AGENCY'S NAME

Riverside County

2. The term of this Agreement is: 07/01/2017 or upon approval by DGS (whichever is later) through 06/30/2018
3. The maximum amount of this Agreement is: \$ 184,540.00
One Hundred Eighty Four Thousand Five Hundred Forty 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 pages

Exhibit B – Budget Detail and Payment Provisions 1 page

Exhibit C* – General Terms and Conditions GTC 04/2017

Exhibit D - Special Terms and Conditions 1 page

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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

CONTRACTEE

CONTRACTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

2950 Washington St.
Riverside, CA 92504

STATE OF CALIFORNIA

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

P. Sliney, Assistant Chief, Administrative Services Division

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

California Department of General
Services Use Only

☐ Exempt per:

FORM APPROVED COUNTY COUNSEL
BY: *Marshall L. Victor* 7/13/17 DATE
MARSHALL L. VICTOR

JUL 25 2017 3.63

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Riverside County Transportation Department agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for the enforcement of the Jefferson Street and Interstate 10 Interchange demolition and Construction, provided by the CHP Indio Area office.

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 the Project Representatives listed below, or designees. 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 the Riverside County Transportation Department.

3. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		Riverside County Transportation Department	
NAME		NAME	
Sgt. Daniel Hesser		Cindi Wachi, Transportation Engineering Manager	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
760-772-5300	760-772-5350	951-955-6899	
Direct all inquiries to :			
STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		Riverside County Transportation Department	
SECTION/UNIT		EMAIL	
Business Services Section/Contract Services Unit		cwachi@rcctlma.org	
ATTENTION		ATTENTION	
MaDonna Young, Contract Analyst		Cindi Wachi, Transportation Engineering Manager	
ADDRESS		ADDRESS	
601 N. 7 th Street, Sacramento, CA 95811		2950 Washington St. Riverside, CA 92504	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3623	(916) 322-3166	951-955-6899	

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

4. Detailed description of work to be performed:

- A. 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.
- B. The traffic control services 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 the Riverside County Transportation Department 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, the Riverside County Transportation Department 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, the Riverside County Transportation Department 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 of Services

The Riverside County Transportation Department shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.

- 1. The Riverside County Transportation Department 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. The Riverside County Transportation Department 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, the Riverside County Transportation Department 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
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide the Riverside County Transportation Department 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 Department
Accounts Payable
2950 Washington St.
Riverside, CA 92504

The Riverside County Transportation Department agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, the Riverside County Transportation Department agrees to reimburse the CHP upon receipt of an itemized invoice. The Riverside County Transportation Department agrees to reimburse the CHP for the **hours worked by CHP officers** (at the overtime rate, described below) at the time services are provided, plus mileage incurred in providing such services. 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, the Riverside County Transportation Department agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 16/17, until superseded:

CLASSIFICATION

OVERTIME RATE

CHP Officer
CHP Automobile

\$ 88.47 per hour
\$.76 per mile

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and the Riverside County Transportation Department 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 the Riverside County Transportation Department, 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 the Riverside County Transportation Department or such need for repair or replacement of property arises directly from the Riverside County Transportation Department 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. The Riverside County Transportation Department 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. The Riverside County Transportation Department 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. The Riverside County Transportation Department 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, the Riverside County Transportation Department 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).
8. 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.
9. The Riverside County Transportation Department 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 the Riverside County Transportation Department.