

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE January 8, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Agreement No. 12R465002 with the State of California, Department of California Highway Patrol for the SR 99/SR 219 (Kiernan Avenue) Interchange Improvement Project for Traffic Control Related Services During the Construction Phase of the Project

STAFF RECOMMENDATIONS:

1. Approve Agreement No. 12R465002 with the State of California, Department of California Highway Patrol for the SR 99/SR 219 (Kiernan Avenue) Interchange Improvement Project for traffic control related services during the construction phase of the project.
2. Authorize the Director of Public Works to execute Agreement No. 12R465002 with the State of California, Department of California Highway Patrol for the SR 99/SR 219 (Kiernan Avenue) Interchange Project.
3. Authorize the Director of Public Works to execute Amendments as necessary for any additional traffic control services required for the project that were not originally anticipated.

FISCAL IMPACT:

The Agreement commits Stanislaus County to provide reimbursement to the California Highway Patrol for all traffic control related services provided to the project during the construction phase of the project. The cost to provide the traffic control related services throughout the project duration have been estimated to be \$356,717. Since these services are construction related services, they are eligible for reimbursement from Proposition 1B - State Route 99 Bond Savings funding. A total of \$37.1 million was allocated to the project by the California Transportation Commission on June 27, 2012 for full funding of the construction phase. Funding is available in the current year's Road Projects budget. (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-13

On motion of Supervisor O'Brien, Seconded by Supervisor De Martini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Agreement No. 12R465002 with the State of California, Department of California Highway Patrol for the SR 99/SR 219 (Kiernan Avenue) Interchange Improvement Project for Traffic Control Related Services During the Construction Phase of the Project

FISCAL IMPACT (Continued):

The costs incurred to date on this project are approximately \$8.8 million. Environmental and design costs were slightly over \$7 million and right of way costs were \$1.8 million. These phases were funded by Regional Transportation Impact Fees (\$5.9 million), Salida Development Fees (\$765,000), Proposition 1B Local Streets and Roads (\$725,000), Kaiser Voluntary Funds (\$1 million), and Road and Bridge local funds (\$410,000).

The construction contract was awarded on December 4, 2012, with anticipated costs for the entire construction phase being approximately \$33.6 million, including funding for the agreement with California Highway Patrol traffic control services. The construction phase is funded with Proposition 1B-State Route 99 Bond Savings funds.

The project will also have future expenditures of approximately \$400,000 for utility relocations that will be funded by Regional Transportation Impact Fees.

DISCUSSION:

Stanislaus County, in cooperation with California Department of Transportation (Caltrans) District 10, proposes to reconstruct the SR 99/SR 219 (Kiernan Avenue) Interchange in the Salida community. This project will help facilitate future growth, help alleviate traffic congestion, and will improve the operation of this interchange. Increasing the efficiency of the interchange will also encourage the free flow of goods and services for the region and the State. Two build alternatives and the no-build alternative were proposed and studied for this interchange. Alternative #1 was the preferred and selected alternative and has been estimated to cost approximately \$45 million (in today's dollars) for environmental, design, right-of-way acquisitions, utility relocations, and construction.

The proposed interchange improvements include reconstruction of the existing interchange to provide improved operations for turning movements to and from SR 99, as well as associated local road improvements at adjacent intersections.

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) clearance was obtained on May 25, 2011 by Caltrans. An Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact was prepared, circulated, approved, and adopted by Caltrans. Acting as a responsible agency, the County Board of Supervisors adopted the environmental document on July 17, 2012. There are no significant environmental impacts of the proposed project.

The design phase of the project, including right of way certification, was completed on May 14, 2012. The Board adopted the plans and specifications for the project on July 17, 2012. The project began advertising for construction bids on September 10, 2012.

On October 31, 2012, six sealed bids were received, publicly read and opened. O.C. Jones & Sons, Inc. of Berkeley, CA was the low bidder with a bid of \$24,934,986.50.

The Board awarded the construction contract to O.C. Jones & Sons, Inc. on December 4, 2012.

Approval of Agreement No. 12R465002 with the State of California, Department of California Highway Patrol for the SR 99/SR 219 (Kiernan Avenue) Interchange Improvement Project for Traffic Control Related Services During the Construction Phase of the Project

The project is scheduled to break ground in February or March of 2013 and is expected to be completed around October 2015. Prior to doing so, it is imperative that the County executes the Agreement with the California Highway Patrol to perform traffic control related services for all activities requiring mainline SR 99 lane closures. It is a Caltrans requirement that the Construction Enforcement Enhancement Program (COZEEP) is implemented during any mainline freeway lane closures during construction projects. The interchange project has several phases and operations that will require lane closures and total freeway closure. Therefore, COZEEP is required by Caltrans on the interchange project. COZEEP activities during construction include assistance in shifting or merging traffic safely during lane closures at night and also strict speed enforcement through the work zones.

Public Works staff recommends Board approval of this agreement to assure timely and safe delivery of construction activities on the interchange project.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by providing enhanced traffic safety during the reconstruction of the interchange.

STAFFING IMPACTS:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director, Phone No. (209) 525-4130
Chris Brady, Public Works Construction, Phone No. (209) 525-4130

CB:la

L:\ROADS\9207 - Hwy 99 @ Kiernan Interchange\Construction\Board Items\CHP COZEEP\COZEEP Agreement - BOS 1.8.13

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

ANALYST INITIALS: T.G

AGREEMENT NUMBER 12R465002
REGISTRATION NUMBER

- 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 Stanislaus County Department of Public Works
- The term of this Agreement is: **02/01/2013 OR UPON APPROVAL BY DGS (whichever is later)** through **10/31/2015**
- The maximum amount of this Agreement is: **\$ 356,717.60**
 Three Hundred Fifty-Six Thousand, Seven Hundred Seventeen Dollars and Sixty Cents
- 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
Exhibit - D Special Terms and Conditions	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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Department of Public Works		<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: auto;"> <p style="text-align: center;">APPROVED</p> <div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;"> JAN 18 2013 </div> <p style="text-align: center;">DEPT OF GENERAL SERVICES</p> <p style="text-align: center; font-family: cursive; font-size: 1.5em; margin-top: 10px;">Kyates</p> </div>
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/10/13	
PRINTED NAME AND TITLE OF PERSON SIGNING MATT MACHADO		
ADDRESS 1716 Morgan Road Modesto, CA 95358		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1-17-13	
PRINTED NAME AND TITLE OF PERSON SIGNING T. L. ANDERSON, Assistant Chief, Administrative Services Division		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for the construction project provided by the CHP Modesto 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 Stanislaus County Department of Public Works.

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

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		Stanislaus County Department of Public Works	
NAME		NAME	
Sergeant Aniceto Ortiz/Officer Russ Caplan		Chris Brady	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(209)545-7440	(209)545-2636	(209) 525-4130	(209) 541-2506

Direct all inquiries to :

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		Stanislaus County Department of Public Works	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/Contract Services Unit			
ATTENTION		ATTENTION	
Tessa Gomez		Chris Brady, Senior Civil Engineer	
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001		1716 Morgan Road Modesto, CA 95358	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3613	(916) 322-3166	(209) 525-4130	(209) 541-2506

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

BY 

DATE: _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

- A. CHP Modesto office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Modesto office 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 Stanislaus County Department of Public Works 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, Stanislaus County Department of Public Works 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, Stanislaus County Department of Public Works 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

Stanislaus County Department of Public Works shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.

1. Stanislaus County Department of Public Works 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. Stanislaus County Department of Public Works 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, Stanislaus County Department of Public Works 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 Stanislaus County Department of Public Works 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:

Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Stanislaus County Department of Public Works agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. This Agreement includes hourly usages and anticipated mileage for the State Route 219 and State Route 99 interchange project.

The following is an estimate of cumulative costs for the State Route 219 and State Route 99 interchange project:

Sergeant Hours:	400 hours
Officer Hours:	4,320 hours
Patrol car mileage:	4,500 miles

- C. In consideration for the traffic control services contained herein, Stanislaus County Department of Public Works agrees to reimburse the CHP upon receipt of an itemized invoice. Stanislaus County Department of Public Works 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, Stanislaus County Department of Public Works agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 2012/2013, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$73.43 per hour
CHP Sergeant	\$89.30 per hour
CHP Automobile	\$0.84 per mile

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and Stanislaus County Department of Public Works 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 Stanislaus County Department of Public Works, 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 Stanislaus County Department of Public Works or such need for repair or replacement of property arises directly from Stanislaus County Department of Public Works 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. Stanislaus County Department of Public Works 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. Stanislaus County Department of Public Works 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. Stanislaus County Department of Public Works 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, Stanislaus County Department of Public Works 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).
10. Stanislaus County Department of Public Works agrees, to the extent permitted by law, to indemnify CHP against and hold CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss, and/or damage may be (or may be alleged to be) attributable in part to the active and/or passive negligence of CHP and/or its appointees, officers, agents, employees, and servants. Stanislaus County Department of Public Works agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although CHP retains the right to conduct the defense at its own expense. Stanislaus County Department of Public Works shall reimburse CHP for all expenses, including court costs and reasonable attorney fees, incurred by reason of such claims, demands, suits, and actions, or incurred in seeking indemnity or other recovery from Stanislaus County Department of Public Works thereunder.
11. The Stanislaus County Department of Public Works 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 Stanislaus County Department of Public Works.