City of Grass Valley
City Council
Agenda Action Sheet

Council Meeting Date: July 26, 2016  Date Prepared: July 19, 2016

Prepared by: Timothy M. Kiser, PE, Public Works Director/City Engineer

Title: Dorsey Drive Interchange Project – Authorize CHP Agreement

Recommended Motion: That Council authorizes the Public Works Director/City Engineer to execute an agreement with CHP in the amount of $13,096.86 for rendered traffic control related services for the Dorsey Drive Interchange Project.

Agenda: Consent

Background Information: Although the Dorsey Drive Interchange Project has been completed, the California Highway Patrol (CHP) has discovered that they did not send the final invoice to the City for traffic control assistance for the project. Although the City has already paid CHP for services under an agreement authorized by Council in 2013, this final amount exceeds the existing agreement amount. Therefore, CHP requires another agreement in the amount of the final costs of $13,096.86. Staff has reviewed the request and has verified that the charges are valid.

The cost of the agreement is reimbursable per our agreement with the Nevada County Transportation Commission utilizing Regional Transportation Mitigation Funds. A copy of the agreement is attached.

Council Goals/Objectives: The Dorsey Drive Interchange Project executes portions of work tasks towards achieving/maintaining Strategic Goal #3 - Public Infrastructure Enhancement.

Funds Available: Yes (pending mid-yr. adjustment)  Account #: 180-6130-3039

Reviewed by: City Manager  Finance

Agenda Item # 7-1
THIS AGREEMENT, Reimbursable Services Control Log # R#15-230-268 made and entered into this 15th day of June, 2016, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and __________________________, hereinafter called _________________, for Dorsey Drive construction project. Special project code 463 are required, CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Traffic Control for Dorsey Drive construction project.

1. The term of this agreement will be 10/01/2014 to 06/01/2015.

2. CHP Coordinator shall be Sergeant Matt Whiting, telephone number (530) 477-4900.

3. In the event of a disaster or unforeseen emergency, this agreement may be canceled without prior notice by CHP.

4. This agreement may be amended in writing by mutual consent of the parties hereto.

5. The hours and miles indicated in this agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division or Area office and the service location.

6. The rates indicated in this agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, salaries and benefits are governed by collective bargaining agreement and/or statute. In the event of a rate increase, Grass Valley agrees to pay the increased rates.

7. In consideration for the above services and upon receipt of an itemized invoice, Grass Valley agrees to reimburse CHP for the actual costs incurred at the time services are provided. Rates charged to Grass Valley shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate (per unit)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeant:</td>
<td>13 hrs.</td>
<td>$105.02</td>
<td>$1,365.26</td>
</tr>
<tr>
<td>Officer:</td>
<td>130 hrs.</td>
<td>$86.34</td>
<td>$11,224.20</td>
</tr>
<tr>
<td>Vehicle mileage:</td>
<td>590 miles</td>
<td>$0.86</td>
<td>$507.40</td>
</tr>
<tr>
<td>Motorcycle mileage:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other expenses:</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

   TOTAL ESTIMATED COSTS (Estimate exceeding $50,000 shall be forwarded on a CHP 78, Contract Request, to Business Services Section, Contract Services Unit): $13,096.86

8. Payment/Deposit/Purchase Order shall be required before services can be performed.

   a. Amount of Deposit collected: $________________
   b. Check Number/Purchase Order Number: ____________________
   c. Cash Receipt Number: ____________________
10. Grass Valley agrees that additional charges, which are directly related to the services provided, may be assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at CHP's expense.

11. If the CHP uniformed employee has reported to the assigned location and has worked less than four (4) hours, Grass Valley agrees to pay every assigned uniform employee a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked are part of an extended shift.

12. Grass Valley will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

13. Grass Valley agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum of four (4) hours overtime will be charged for each assigned uniformed employee.

14. Grass Valley agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, Grass Valley will only be charged a short notice cancellation fee of $50.00 per assigned CHP uniformed employee.

15. 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 legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.

16. CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.

17. No additional gifts, donations, or gratuities may be accepted by the California Highway Patrol employees on their behalf or on behalf of the Department, informal squad fund or other local funds.

18. A county, city, district, or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

STATE OF CALIFORNIA
Department of California Highway Patrol

Commander Signature Date

Lt. George Steffenson
Printed Name

Commander
Title

230
Location Code

REQUESTOR'S NAME

Signature Date

Printed Name

Title

Address

Grass Valley CA 95949
City State Zip Code

Telephone Number

For use by City/County Clerk

Approved as to form by Date

This agreement under $50,000 is exempt from Department of General Services' approval in accordance with the State Administrative Manual.