

315A



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

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 3, 2012

SUBJECT: Agreement for Maintenance of Traffic Signals and Safety Lighting

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Maintenance Agreement between the County of Riverside and the City of Perris, and
- 2) Authorize the Director of Transportation to approve any revisions to this Agreement with respect to current or future locations, and;
- 3) Authorize the Chairman of the Board to execute these documents on behalf of the County.

Juan C. Perez
Director of Transportation

JCP:PR:jc
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

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

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 9/26/12

Departmental Concurrence

Consent
 Policy

 Consent
 Policy

 Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.

District: 5/5

Agenda Number:

3.43

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

The Honorable Board of Supervisors

RE: Agreement for Maintenance of Traffic Signals and Safety Lighting

October 3, 2012

Page 2 of 2

BACKGROUND: The City of Perris has approved and signed the Maintenance Agreement for the County of Riverside Transportation Department to provide traffic signal and safety lighting maintenance services on a reimbursable basis. The Transportation Department has the traffic signal maintenance staff capabilities and expertise to undertake and provide routine maintenance and emergency call-out service for the 60 signals within the City of Perris in a cost-effective and responsive manner, and provides this contract service to other agencies.

County Counsel has reviewed and approved the agreement as to form.

1 AGREEMENT FOR
2 MAINTENANCE OF TRAFFIC SIGNALS
3 AND SAFETY LIGHTING

4 This AGREEMENT is entered into between the City of Perris (hereinafter referred to as CITY) and the
5 County of Riverside (hereinafter referred to as COUNTY) for maintenance by County Transportation
6 Department of traffic signals and highway safety lighting installations located within the CITY:

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8 IT IS HEREBY AGREED AS FOLLOWS:

9 1. COUNTY, through its Transportation and Land Management Agency, Transportation Department,
10 shall provide routine maintenance work and emergency call-out service on traffic signals, highway safety
11 lighting, flashing beacons, and other electrically operated traffic control or warning devices at the
12 location(s) described in Appendix A, attached hereto and incorporated by this reference. In providing
13 said maintenance, COUNTY shall perform the following: Inspect the signal system and clean the control
14 cabinet every six (6) weeks; re-lamp and clean signal heads, as needed; re-lamp and clean internally
15 illuminated street name signs, as needed; re-lamp safety lights, as needed.

16 2. COUNTY will provide emergency call-out service on traffic signals, highway safety lighting, flashing
17 beacons, and all other electrically operated traffic control or warning devices within three hours of
18 notification by representatives or by the CITY.

19 3. CITY shall pay COUNTY for the cost of this routine maintenance, repairs and emergency service,
20 including all COUNTY cost for wages, benefits, transportation, materials and administrative accounting
21 for all CITY location installations serviced by COUNTY based on the rates set forth in Appendix B,
22 attached hereto and incorporated by this reference.

23 4. Records for the work provided under this Agreement shall be kept by COUNTY and shall include the
24 cost of services performed. Billing shall be submitted quarterly to CITY and shall include an annual
25 itemized accounting of all cost and services.

1 5. CITY shall submit in writing any dispute with regard to COUNTY billing within thirty (30) working
2 days after the receipt of such billing. Otherwise, CITY shall pay for services within thirty (30) days after
3 receipt of billing from COUNTY.

4 6. This Agreement shall become effective thirty (30) days from the date this Agreement is approved by
5 Minute Order by COUNTY Board of Supervisors. COUNTY will provide City notice of the official
6 Board action no later than two (2) weeks before the effective date. This Agreement shall remain in force
7 until terminated by either party upon thirty (30) days written notice to the other party.

8 7. If the COUNTY is of the opinion that any work COUNTY has been directed to perform is beyond the
9 scope of this Agreement and constitutes Extra Work, COUNTY shall promptly notify the CITY of that
10 opinion. COUNTY shall be the sole judge as to whether or not such work is in fact beyond the scope of
11 this Agreement and constitutes Extra Work. However, for the purposes of COUNTY proceeding to
12 perform the same, this is not intended to deny CITY its civil legal remedies in the event of a dispute. In
13 the event that CITY agrees that such work does indeed constitutes Extra Work and authorizes COUNTY
14 to perform the Extra Work, it shall provide extra compensation to COUNTY upon fair and equitable basis
15 in accordance with COUNTY'S standard rate as described in the attached Appendix B.

16 8. Subject to further agreement of the parties acknowledged in writing by COUNTY'S Director of
17 Transportation, and CITY'S Director of Public Works, facilities of like nature may be added hereto or
18 deleted here from without further review by either the Board of Supervisors of COUNTY or City Council
19 of CITY. Such letters of agreement shall become part of Appendix A of this Agreement upon their
20 signature by the respective representatives of the parties.

21 9. CITY shall indemnify, defend, save and hold harmless COUNTY, its officers, agents, servants and
22 employees of and from any and all liability, claims, demands, debts, damages, suits, actions and causes of
23 action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death,
24 personal injury or damage to property, the expenses of the defense of said parties and the payment of
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1 attorneys' fees in any such claim or action, arising out of or in any manner connected with activities of
2 CITY or CITY employees.

3 10. COUNTY shall indemnify, defend, save and hold harmless CITY, its officers, agents, servants and
4 employees of and from any and all liability, claims, demands, debts, damages, suits, actions and causes of
5 action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death,
6 personal injury or damage to property, the expenses of the defense of said parties and the payment of
7 attorneys' fees in any such claim or action, arising out of or in any manner connected with activities of
8 COUNTY or COUNTY employees.

9 11. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof,
10 and supersedes all prior negotiations, understandings or agreements pertaining to the locations stipulated
11 in the attached Appendix A, or added by consent of the parties under Section 8 herein. This Agreement
12 may only be modified in writing, signed by each party.

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1 County of Riverside
2 Transportation and Land Management Agency
3 Transportation Department
4 P.O. Box 1090
5 Riverside, CA 92502

City of Perris
101 N. D Street
Perris, CA 92570

6 Attention: Juan C. Perez
7 Director of Transportation

Attention: Michael A. Morales
Capital Improvements Project Manager

8 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly
9 authorized representatives on _____, 20____.

Dated: _____

Dated: 8/15/12

10 COUNTY OF RIVERSIDE

CITY OF PERRIS

11 By: _____

Daryl Busch
Mayor

Chairman, Board of Supervisors

Mayor

12 Attest: Kecia Harper-Ihem
13 Clerk of the Board

Attest:

14 By: _____

By: Joyce K. Haughey
City Clerk

Deputy Clerk of the Board

City Clerk

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16 Approved as to Form:

Approved as to Form:

17 By: Mushka R. Foster 1/18/12

By: Eric Brown

18 County Counsel

City Attorney

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20 Recommended for Approval:

Approved as to Content:

21 By: _____

By: Richard D.

22 Juan C. Perez
23 Director of Transportation

City Manager

24 RES
25 12-11

APPENDIX A
 MAINTENANCE AGREEMENT FOR
 TRAFFIC SIGNAL AND SAFETY LIGHTING INSTALLATIONS
 THAT ARE OWNED BY THE CITY OF PERRIS
 AND MAINTAINED BY THE COUNTY OF RIVERSIDE
 JANUARY 2012

City of Perris	
<u>Traffic Signal</u>	<u>Intersection</u>
TS01	Ramona Expwy. & Webster Ave.
TS02	Harley Knox Boulevard & Indian Ave.
TS03	Perris Blvd. & Ramona Expwy.
TS04	Ramona Expwy. & Ramona Crossing
TS05	Ramona Expwy. & Evans Rd.
TS06	Ramona Expwy. & Lake Perris Dr.
TS07	Ramona Expwy. & Fair Wy./Avalon Pkwy.
TS08	Ramona Expwy. & Bradley Rd.
TS09	Perris Blvd. & Rider St.
TS10	Perris Blvd. & Gallant Fox
TS11	Perris Blvd. & Spectrum
TS12	Perris Blvd. & Orange Ave.
TS13	Perris Blvd. & Citrus Ave.
TS14	Perris Blvd. & Crossroad Ctr./Perris Plaza
TS15	Perris Blvd. & Nuevo Rd.
TS16	Perris Blvd. & Mildred St.
TS17	Perris Blvd. & San Jacinto Ave.
TS18	Nuevo Rd. & Old Nuevo Rd.
TS19	Nuevo Rd. & Towne Center
TS20	Nuevo Rd. & Redlands Ave.
TS21	Nuevo Rd. & Wilson Ave.
TS22	Goetz Rd. & Cai Court (MRF)
TS24	Rider St. & Evans Rd.
TS25	Rider St. & Bradley Rd.
TS26	Ramona Expwy. & Rider St.

City of Perris
Traffic Signal

Intersection

TS27	San Jacinto Ave. & Diana St.
TS28	Harley Knox Boulevard & Patterson Ave.
TS29	Perris Blvd. & Sinclair St.
TS30	4th St & Perris Blvd.
TS31	4th St. & D St.
TS32	4th & A Streets
TS33	Redlands Ave & Citrus Ave.
TS34	Redlands Ave & Jarvis St.
TS35	Perris & Jarvis St.
TS37	Redlands Ave. & Orange Ave.
TS38	4th St. & Navajo Rd.
TS40	May Ranch Pkwy. & Evans Rd.
TS41	Perris Blvd. & Placentia Ave.
TS43	1015 South G Street (NW of Public Works Yard)
TS44	23 N D Street, (East side between San Jacinto & 1st)
TS45	558 4th Street (North side west of Park Avenue)
TS46	4th Street & G Street
TS47	Ramona Expwy. & Barrett Ave
TS49	Evans Road & Anira Ct.
TS50	Evans Road & Kestral Gate
TS51	Evans Road & Sparrow Way
TS52	Perris Blvd & Harley Knox Blvd
TS54	Rider Street & Sherman Road
TS55	Nuevo Road & Evans Road
TS58	Redlands Ave & Dale Street
TS59	Ethanac Road & Case Road
TS64	Perris Blvd & Dawes Street
TS65	Perris Blvd & Morgan St
TS66	Ramona Expressway & Redlands Ave
TS67	Ethanac Road & Trumble Road
TS69	Nuevo Road & Ruby Drive
TS70	Ethanac Road & Barnett Road (Box with TS59)
TS72	Goetz Road & Case Road
TS74	4th Street & C Street
TS78	D Street & San Jacinto

APPENDIX B

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

TRAFFIC SIGNAL MAINTENANCE RATE SCHEDULE
JANUARY 2012

<u>POSITION</u>	<u>HOURLY WAGE</u>	<u>W/BENEFITS & OVERHEAD</u>
Traffic Signal Supervisor	\$40.25	\$114.83
Senior Traffic Signal Tech	\$37.43	\$106.79
Traffic Signal Tech	\$ 34.73	\$99.09

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Signal Aerial truck (AT)	\$44.68
Pick-up ¾ ton (C)	\$16.80