

FORM APPROVED COUNTY COUNSEL  
5/21/13  
DATE  
BY: *[Signature]*  
MARSHAL VICTOR

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

814A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:  
May 9, 2013

SUBJECT: Cooperative Agreement between the County and City of Riverside to synchronize traffic signals along Van Buren Boulevard in the City of Riverside and Woodcrest Area

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement between the County and the City of Riverside for synchronizing traffic signals along Van Buren Boulevard; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND: The County and City of Riverside jointly applied and received funding through

**Patricia Romo**

Assistant Director of Transportation

*[Signature]*  
Juan C. Perez

Director of Transportation and Land Management

Dt:dt

(Continued On Attached Page)

**FINANCIAL  
DATA**

Current F.Y. Total Cost:

\$ 12,810

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: West County DIF Signal Mitigation Fund (100%)

Positions To Be  
Deleted Per A-30

☐

There are no General Funds used in this project.

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

*[Signature]*  
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

Date: June 18, 2013

xc:

Transp: 38

Kecia Harper-Ihem  
Clerk of the Board

By:

*[Signature]*  
Deputy

Prev. Agn. Ref.

District: 1/1

Agenda Number:

3-64

**The Honorable Board of Supervisors**

**RE: Cooperative Agreement between the County and City of Riverside to synchronize traffic signals along Van Buren Boulevard in the City of Riverside and Woodcrest Area**

**May 9, 2013**

**Page 2 of 2**

a grant from the Mobile Source Air Pollution Reduction Review Committee (MSRC) for a multi-jurisdictional traffic signal coordination and synchronization project along the Van Buren Boulevard corridor.

The project will synchronize thirty-eight traffic signals, install eight closed circuit surveillance cameras, and install communication equipment at signalized intersections for remote monitoring along Van Buren Boulevard between Orange Terrace Parkway to the east and Jurupa Avenue to the north.

This Cooperative Agreement defines the roles and responsibilities of the County and City. The City of Riverside will be the lead agency in implementing this project. The total project cost is estimated to be \$240,180. The grant will fund \$80,060, the City contribution is \$147,310, and the County share is not to exceed an amount of \$12,810.

The project will help reduce traffic delay on Van Buren Boulevard and allow the County to monitor traffic conditions along Van Buren Boulevard remotely and respond more promptly.

The West County DIF Signal Mitigation Fund will be used to fund the County's share of the cost.

County Counsel has approved the Agreement as to form.

Project Number: C0-0509

AGREEMENT FOR  
VAN BUREN BOULEVARD MULTI-JURISDICTION  
TRAFFIC SIGNAL COORDINATION AND SYNCHRONIZATION PROJECT

This agreement is entered into by and among the County of Riverside, referred to herein as COUNTY, and the City of Riverside, referred to herein as RIVERSIDE. COUNTY and RIVERSIDE have received a grant from Mobile Source Air Pollution Reduction Committee, referred to herein as MSRC, in the amount of \$80,060 for Multi-Jurisdictional Traffic Signal Coordination and Synchronization for the Van Buren Boulevard Corridor from Orange Terrace Parkway to Jurupa Avenue, referred to herein as the PROJECT (Exhibit A).

This AGREEMENT is to define and set forth responsibilities and obligations of each as pertains to such participation and to the construction and funding of the proposed PROJECT.

Therefore, it is mutually agreed as follows:

RIVERSIDE AGREES TO:

- 1.1 Act as the Lead Agency in the construction of the PROJECT.
- 1.2 Provide plans and specifications and all necessary construction engineering for the PROJECT for COUNTY's prior review and approval, with exception to Item 2.3.
- 1.3 Advertise, award, administer, and fund the construction of the PROJECT, in accordance with its City Charter and the California Public Contract Code.
- 1.4 Construct the PROJECT by contract or City forces in accordance with the plans and specifications of RIVERSIDE, which have been reviewed and approved by COUNTY, and to the satisfaction of and subject to concurrence of COUNTY.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the PROJECT limits within RIVERSIDE.
- 1.6 Obtain a no-cost permit from COUNTY for work within COUNTY's right-of-way.
- 1.7 Require its contractors to maintain Workers' Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the contractor and all risks to such persons under this Agreement. Comprehensive General Liability Insurance to include contractual coverage and

Automobile Liability Insurance to include coverage for owned, hired and non-owned vehicles. The Comprehensive General and Automobile Liability policies shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000) and shall name RIVERSIDE and COUNTY as additional named insured.

Waiver of Subrogation Rights – Contractors shall require the carriers of the above required coverages to waive all rights of subrogation against RIVERSIDE, COUNTY, and their officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by RIVERSIDE or COUNTY.

- 1.8 Provide adequate inspection of all items of work performed under the construction contract(s) with RIVERSIDE's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by COUNTY. RIVERSIDE shall provide copies of any records of inspection and materials testing to COUNTY within ten (10) days of RIVERSIDE's receipt of written demand from COUNTY for such records.
- 1.9 Pay for its proportionate share of the PROJECT construction costs. The PROJECT construction costs shall include the cost of PROJECT construction engineering and overhead costs. RIVERSIDE's share of PROJECT construction costs is estimated at \$147,310. RIVERSIDE shall be responsible for the sum of \$147,310 plus any PROJECT cost increases or reductions pursuant to Section 3.5 below and pay such costs from RIVERSIDE funds.
- 1.10 RIVERSIDE shall provide all required reporting and invoicing to MSRC, and upon completion of the PROJECT accept the grant funding of \$80,060.

2.0 COUNTY AGREES TO:

- 2.1 Pay for its share of the PROJECT construction costs. The PROJECT construction costs shall include the cost of PROJECT construction engineering and overhead costs. COUNTY's proportionate share of PROJECT construction costs is an amount not to exceed \$12,810, except as otherwise provided in section 3.5 herein. COUNTY will pay an amount not to exceed \$12,810 to RIVERSIDE upon approval of this Agreement by the RIVERSIDE and COUNTY.

- 2.2 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the PROJECT limits within COUNTY.
- 2.3 Provide PLANS, SPECIFICATIONS, AND ESTIMATES for the PROJECT, within COUNTY'S limits to be incorporated into Item 1.2 at COUNTY'S expense. Item 2.3 is not eligible for PROJECT re-imbursement.
- 2.4 Provide a no-cost permit to RIVERSIDE for its work in COUNTY'S right-of-way.
- 2.5 Be responsible for the maintenance of PROJECT within COUNTY'S limits upon PROJECT completion.
- 2.6 Provide appropriate Public Works inspection for work done within COUNTY'S right-of-way.

IT IS MUTUALLY AGREED:

- 3.1 RIVERSIDE agrees to indemnify and hold harmless COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of RIVERSIDE, its officers, employees, agents or volunteers in connection with RIVERSIDE's performance of its obligations under this Agreement.
- 3.2 COUNTY agrees to indemnify and hold harmless RIVERSIDE, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of COUNTY, its officers, employees, agents or volunteers in connection with COUNTY'S performance of its obligations under this Agreement.
- 3.3 In the event RIVERSIDE and/or COUNTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, RIVERSIDE and/or COUNTY shall indemnify the other to the extent of its comparative fault. Furthermore, if RIVERSIDE or COUNTY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, RIVERSIDE and COUNTY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 RIVERSIDE and COUNTY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-

insurance, they have adequate coverage or resources to protect against liabilities arising out of RIVERSIDE and COUNTY'S performance of this Agreement.

- 3.5 The parties acknowledge that final PROJECT construction costs may ultimately exceed current estimates of PROJECT construction costs. Any additional PROJECT construction costs resulting from increased bid prices, change orders, or from unforeseen site conditions, including Utility relocation (but not requested additional work by a party, which is addressed in Section 3.6 below) over the estimated total PROJECT costs of \$240,180 (which is the sum of \$147,310 from RIVERSIDE, \$12,810 from COUNTY, and \$80,060 from MSRC shall be reviewed and approved by the parties to determine each party's proportional share of the increased costs.
- 3.6 If either COUNTY or RIVERSIDE request additional work that is beyond the scope of the original PROJECT, said work will be paid solely by the agency requesting the work at the construction contract unit costs.
- 3.7 In the event that change orders are required during the course of the PROJECT, said change orders must be in form and substance as set forth in attached Exhibit B of this Agreement and approved by both RIVERSIDE and COUNTY. Contract Change Order forms will be delivered by fax and must be returned within two (2) working days.
- 3.8 Except with respect to the parties' operation, maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by COUNTY for its share of the PROJECT.
- 3.9 This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 3.10 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between COUNTY and RIVERSIDE concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and prosecuted in the appropriate state court in the County of Riverside, California.
- 3.11 Time is of the essence for each and every provision of this Agreement.

- 3.12 Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.13 No waiver of any default shall constitute a waiver of any other default or brief, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 3.14 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.15 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.16 Except as provided in Section 12940 of the California Government Code, during performance of this Agreement, the parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment. The parties shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives on July 24, 2013.

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Patricia Romo

Assistant Director of Transportation

Patricia Romo Dated: 5/8/13

JUAN C. PEREZ

Director of Transportation

APPROVAL BY THE BOARD OF SUPERVISORS

John J. Benoit Dated: 'JUN 18 2013  
**JOHN J. BENOIT**

PRINTED NAME

Chairman, Riverside County Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

Y. R. Victor Dated: 5/21/13  
By Deputy

ATTEST:

Kecia Harper-Ihem Dated: JUN 18 2013  
Kecia Harper-Ihem  
Clerk of the Board (SEAL)

CITY Approvals

By: Deanna Farn  
For Mayor City Manager 2

Date: July 24, 2013

Attest:

By: C. J. Nicol  
City Clerk

Approved as to form:

By: W. L. Smith  
For: City Attorney

# **EXHIBIT A**

## **STATEMENT OF WORK**

**Van Buren Boulevard Corridor**  
**City of Riverside and County of Riverside**

### **PROJECT GOAL**

Utilize an interagency Advanced Transportation Management System (ATMS) to provide the efficient progression of traffic within a corridor in response to peak traffic volumes, special events and incidents, and response to major “spikes” in traffic volume. Goal achievement will require the implementation of traffic signal coordination, real time roadway surveillance (CCTV and traffic flow detection), and communication links between the agency’s TMC’s.

### **Identified Corridor**

- (1) Van Buren Boulevard – Limits – Orange Terrace Pkwy to Jurupa Ave (Phase 1)
- (2) Van Buren Boulevard – Limits – Jurupa Ave to I-60 (Phase2) [Not a part of this submittal]

### **I. Data Update/Asset Inventory**

- A. Turning Movement Counts/Level of Service
  1. Availability of current turning movement data
  2. Identify turning movement count data gaps
  3. Contract turning movement counts
  4. Level of Service with travel time study
- B. Asset Inventory of Traffic Signals
  1. Controller types, cabinet types, type of communications
  2. Video surveillance, vehicle count capable
- C. Asset Inventory of Existing Communication Infrastructure
  1. Caltrans District 8 interface w/City TMC
  2. City and County communication assets
    - a.) Interface to Caltrans Dist 8 TMC
    - b.) Communication assets on the corridor
    - c.) Communication assets at City TMC’s

### **II. Identify Asset Shortfalls for reaching goal**

- A. Identify non-compatible controls/software that would impede reaching goal
  1. Controller
  2. Communications
    - a.) Non-compatible or gaps
- B. Solutions to identified shortfalls
  1. Communication integration
    - a.) Interface devices between fiber, copper, wireless
    - b.) Vendor Selection

2. Design and Specifications
3. Bid Package

### **III. Corridor Systems Coordination**

- A. Define coordination parameters to meet goal
  1. Minimize delay to major traffic movement for efficient progression
- B. Build corridor network
  1. Utilize current network configuration
  2. Integrate corridor into Synchro
- C. Optimize coordination

### **IV. Deploy Communication/Software devices**

- A. Installation of devices
- B. Testing & acceptance

### **V. Implement Coordination**

- A. Install coordination timing
- B. Monitor and refine the coordination
- C. Travel Time Study for corridor efficiency

### **SCOPE OF WORK**

- 1- PTZ CAMERAS
  - a. County – 1 cameras (Van Buren at Washington)
  - b. Riverside – 6 cameras (Locations TBD)
- 2- NON-INTRUSIVE COUNT STATIONS
  - a. County – 1 station (Location TBD)
  - b. Riverside – 2 stations w/server (Locations TBD)
- 3- CONTROLLERS
  - a. County – None
  - b. Riverside – 26 McCain ATC controllers (Locations TBD)
- 4- INTERCONNECT/COMMUNICATIONS (USE OF “BEST FIT” TECHNOLOGY)
  - a. Project limits to Riverside TMC

## EXHIBIT B



TO: \_\_\_\_\_  
 CONTAINER: \_\_\_\_\_  
 or VENDOR: \_\_\_\_\_

TO PURCHASE ORDER No.	CHANGE NO. 0
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**Please Note:** All Terms and Conditions of the original Purchase Order remain applicable unless otherwise noted on this Change Order.

DEPARTMENT COPY

[illegible]