

CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF MILPITAS AND WESTERN PACIFIC SIGNAL, LLC

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THIS AGREEMENT for consulting services is made by and between the City of Milpitas and the Milpitas Redevelopment Agency, collectively referred to herein as the ("City"), and Western Pacific Signal, LLC ("Consultant") as of June 15, 2010.

**AGREEMENT**

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 12th, 2010, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Professional Skill.** It is mutually agreed by the parties that City is relying upon the professional skill of the consultant as a specialist in the work, and Consultant represents to the City that its work shall conform to the highest and best professional standards of the profession. Acceptance of the Consultant's work by the City does not operate as a release of Consultant's representations. It is intended that Consultant's work shall conform to the highest and best standards of accuracy, completeness and coordination.
- 1.4 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.5 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a guaranteed maximum price of \$845,101.22, for all services to be performed under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall

submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's unit costs and quantities of providing the services attached as Exhibit B required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoice Statements.** Consultant shall submit invoice statements, once a month during the term of this Agreement, based on the cost for services performed during the billing period. Invoices shall contain the following information:

- Serial identification of invoices and invoice totals;
- Invoices including itemized detail of all contract deliverables;
- The beginning and ending dates of the billing period;
- A Task Summary Statement containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. Twenty (20) percent shall be retained by the City from each Agreement billing until the completion of the Agreement unless authorized differently by City. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise until after resubmission of the corrected invoice.

2.3 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

2.4 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.

2.5 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs

incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.

- 2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

Policy shall state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the City.

- 4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City (i.e., both the City of Milpitas and the Milpitas Redevelopment Agency) and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. Policy shall state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the City.

4.3 **Professional Liability Insurance.** If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not

less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 Policy shall state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the City.
- 4.3.3 The policy must contain a cross liability clause.
- 4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
  - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

#### 4.4 Requirements for All Policies.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants,

and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

**4.4.5 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

**4.6 Waiver.** The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

**8.6.1** Immediate cancellation of the Agreement;

**8.6.2** Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and

**8.6.3** Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Ownership of Documents.** All documents developed or obtained by Consultant in the performance of the Agreement shall be deemed to be the property of the City.

10.10 **Contract Administration.** This Agreement shall be administered by Jorge I. Bermudez who is authorized to act for, and on behalf of, City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.11 **Notices.** Any written notice to Consultant shall be sent to:

Russ Thielen  
15890 Foothill Blvd,  
San Leandro, CA 94578

Any written notice to City shall be sent to:  
Steve Chan, Traffic Engineer  
455 East Calaveras Boulevard  
Milpitas, California 95035

- 10.12 **Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.13 **Record Drawing.** At the end of construction, the consultant shall prepare a record drawing using the red-lined plans to be provided by the City. The record drawing shall incorporate all changes made during construction in the field to show the actual record of construction.
- 10.14 **Integration.** This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.15 **Exhibits.** All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
Thomas C Williams, City Manager/RDA Director

\_\_\_\_\_  
Donald R. Shupp, Executive Vice President

ATTEST:

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Mary Lavelle, City Clerk/Agency Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney/Agency Counsel

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Greg Armendariz, Public Works Director/City Engineer

APPROVED:

\_\_\_\_\_  
Emma Karlen, Finance Director/Risk Manager

## EXHIBIT A

### SCOPE OF WORK

#### C-01 BACKGROUND

The City of Milpitas received a Transportation Fund for Clean Air (TFCA) grant to upgrade the City's traffic signal field controllers, central traffic management system, traffic signal communications auxiliary equipment and to implement a City-wide traffic signal retiming effort to take advantage of new traffic signal timing features and change to traffic conditions. The City plans to contract with a single traffic signal controller/management system developer or Contractor to implement this project. The project consists primarily of technical and programming services and equipment procurement, with incidental installation work. Only proposals from Contractors whom are proposing a traffic signal controller and advanced traffic management system developed by the same manufacturer shall be accepted. The City anticipates the project to be implemented over three phases.

The City of Milpitas has seventy-two (72) traffic signals of which approximately forty-four (44) are on-line on the City's existing traffic signal management system, a Multisonics Vehicle Management System (VMS) and coordinated through the use of time-based coordination plans. The VMS system is located in the Traffic Operation Center (TOC) located at the City's Public Works facility on 1265 N. Milpitas Boulevard. The 72 project intersections are identified in Section **C-05** and **C-06**. The existing traffic signal field controllers consist of Multisonics 820A controllers. A majority of the traffic signal field cabinets include NEMA Type TS-1 platform cabinets, but approximately 9 cabinets have been upgraded to TS2 – Type 2 platform cabinets and 2 cabinets are Type 332 with NEMA adaptors.

The new traffic signal controllers to be procured through this Request for Proposals must be TS2 – Type 2 compliant and enabled for Ethernet communication. Traffic signal cabinet upgrades are not anticipated as part of this project so proposals should include equipment submittals to show that their proposed equipment will be compatible with existing traffic signal cabinet infrastructure. The existing traffic signal communications network operates on 25-Pair, 22-AWG traffic signal interconnect cables with 1200-baud rate modems both in the traffic signal field controllers and in the VMS communications server. All 25-pairs are currently used by the VMS communications server. The City anticipates an upgrade of the field and center traffic signal communications equipment to Ethernet-Over-Copper equipment.

The City anticipates deployment of this project in three phases. The new traffic signal controller and central system must comply with NEMA standards for traffic signal control, including center-to-center and center-to-field protocols and meet all the mandatory and optional objects per NTCIP 1202 (NTCIP Object Definitions for Actuated Signal Control) as currently published. The Ethernet-Over-Copper equipment must be capable of providing redundant communications over a minimum of 4-pairs of twisted copper pair.

Responders to these procurement specifications must have sufficient experience in the deployment of traffic signal controllers, advanced management systems, development of traffic signal communications master plans, deployment of traffic signal communications networks, development of IP network, be experts in the deployment of traffic signal field equipment, be experts in the development of traffic signal timing plans for the proposed equipment, and be able to develop and provide City staff with training on a turn-key system that will allow the City to manage commute, peak, and incident traffic.

## **C-01.1 ABBREVIATIONS**

ATMS	Advanced Traffic Management System
ATC	Advanced Traffic Controller
CCTV	Closed Circuit Television
DEN	Data Exchange Network
EIA	Electronic Industries Association
IEEE	Institute of Electrical and Electronic Engineers
IP	Internet Protocol
ITS	Intelligent Transportation Systems
GHz	Gigahertz
GB	Gigabyte
LAN	Local Area Network
LCD	Liquid Crystal Display
NEMA	National Electrical Manufacturers Association
NTCIP	National Transportation Communications for ITS Protocol
NTSC	National Television System Committee
SNMP	Simple Network Management Protocol
SV-ITS	Silicon Valley Intelligent Transportation System
TOC	Traffic Operations Center
TWP	Twisted Wire Pair

## **C-02 SCOPE OF WORK**

### **C-02.1 GENERAL**

The City of Milpitas (hereinafter City) is soliciting proposals from qualified Contractors for the procurement and installation traffic signal field controllers, same-manufacturer accompanying ATMS and the development and deployment of an Ethernet-Over-Copper traffic signal communications network. The work shall consist, in general, of a turn-key operation of mobilization, traffic control, furnishing, delivering, installing, salvaging, configuring, programming, wiring, testing, warranty, and training for traffic signal system equipment at field intersections and TOC as specified in this Scope of Work. The work is therefore primarily technical service and equipment procurement oriented. The selected Contractor shall be responsible for implementing a fully operational and functional traffic signal management system meeting the requirements set forth in this document. The Contractor shall be responsible to make all modifications necessary to the existing traffic controller cabinet to restore existing traffic signal operation and timing after installation of new traffic controller. Training of up to four (4) City staff, equipment testing, field data inventory, traffic data collection and system maintenance shall be included. This work shall be performed according to City and State Standards and the requirements of this Scope of Work. Upon the successful implementation of all traffic signal field controllers and the ATMS, the Contractor is also responsible for developing and implementing new signal timing plans for those intersections that are currently coordinated by the City or that could be coordinated to take advantage of new functionality offered by the new traffic controller; a total of fifty-two (52) intersections are anticipated for coordination or coordination evaluation.

The City currently has seventy-two (72) active traffic signals including traffic signal controllers and auxiliary field and central equipment. All traffic signal controllers shall be upgraded as part of this project. Approximately forty-four (44) of the existing traffic signals are currently connected to the City TOC VMS system via TWP interconnect through the use of 1,200-baud modems. The existing TWP copper

interconnect shall remain in place, and an Ethernet-Over-Copper high-speed communications network shall be implemented on the TWP copper interconnect as part of this project.

Four (4) traffic signals at McCarthy Boulevard, Adler Drive, I-880 SB ramps, and I-880 NB ramps along Tasman Drive/Great Mall Parkway have light rail priority operation and light rail warning system in place. The light rail priority is currently operated with a separate hardware logic that is interconnected with the existing traffic controller. It is desirable that the new traffic controller replicates existing light rail priority operation without the existing hardware logics or the new traffic controller provides comparable transit priority function.

Section **C-05** and **C-06** identify in general the City's traffic signal locations and signal interconnect cable layout.

The City anticipates deployment of the traffic signal controllers and ATMS over three phases as follow:

- Phase 1: Develop Communication Master Plan, implement N Milpitas Boulevard - Abel Street - Jacklin Road - Main Street Corridors, and implement ATMS Server and local access workstations and laptops
  - Approximately twenty-two (27) Intersections
- Phase 2: Implement Tasman Dr - Great Mall Parkway - McCarthy Boulevard - Ranch Drive - Bellew Drive - Alder Drive - Barber Lane - Dixon Landing Road - S Milpitas Boulevard Corridors
  - Approximately twenty-one (21) Intersections
- Phase 3: Implement remaining isolated traffic signals in the City and Finalize ATMS and local access workstations and laptops
  - Approximately twenty-four (24) Intersections

Ethernet-Over-Copper switch field equipment shall be implemented at each intersection during deployment of each Phase to ensure continuous communications between field traffic controller and the TOC. The Contractor shall be responsible for developing a communications master plan prior to any deployment to demonstrate how the system will be implemented and ensure continuous communications to existing and new field equipment during deployment. The communication plan shall also provide connectivity diagram and addressing scheme for currently isolated traffic signals for future connection and implementation.

## **C-02.2 MATERIALS AND DELIVERABLES**

### **C-02.2.1 ADVANCED TRAFFIC MANAGEMENT SYSTEM**

The Contractor shall furnish and install a mature web-based Advanced Traffic Management System at the TOC that includes most current software, communications equipment, server rack, server equipment, uninterruptible power supply, firewall, and database backup system. Proposed systems must be mature with existing deployments active and functioning for at least four (4) years in the United States from the date of advertising of these procurement specifications. ATMS Beta systems or ATMS applications not meeting the minimum four (4) year mature requirements shall not be accepted. The associated communications server for the ATMS shall be capable of at least 1,000 traffic signals on a single communications server without the use of multiple communication server applications.

The server shall be a rack-mounted Windows Server 2008 based server with a 19-Inch rack-mounted retractable LCD display and keyboard/mouse controls. A 2 tetra byte data backup system shall be included to automatically backup entire the ATMS database and system settings for a full system restoration. An uninterruptible power supply shall be included with the server to allow 1-hour system operation without external power and proper shutdown of the ATMS without the lost or corruption of system data. The server shall be configured with the ATMS software and installed by the Contractor.

The ATMS system shall include all necessary Ethernet communication equipment and cables to provide connectivity with local field traffic controllers over TWP copper, two local access workstations in the TOC, and one local access workstation at City Hall via existing the City's LAN network. A firewall system shall be furnished and installed as part of the ATMS to isolate the traffic signal system from the City's LAN network. The Contractor shall furnish and install a 19" server rack to house the ATMS server, communication equipment, ATMS data backup equipment, and UPS. System functionality requirements for the ATMS are provided in Section **C-03**.

The proposed ATMS and traffic signal controllers must be capable of implementing a Central Master module to allow the control of traffic signal coordination plans through the ATMS instead of on a time-based schedule remotely at the field intersections. The Contractor shall fully describe the Central Master Module functionality of their traffic signal controller and ATMS including communications requirements and cost.

The mature web-based ATMS functions and interfaces shall include, as a minimum, the following components:

- ❑ Internet Access;
- ❑ Security Level Access;

The Contractor shall fully describe the ATMS capabilities of the current system and additional modifications, required upgrades, or proposed approach to achieving each of the requirements listed above. All minimum required interfaces to the components listed above shall be included in the ATMS system provided under this contract. The Contractor shall, to the extent possible, provide an estimate for integrating each of the requirements listed above, if it is an additional cost to the system.

The Contractor shall provide software upgrades to the City at no cost for a minimum of 3 years. Software upgrades shall not require the system to be offline for longer than the time it may take to reboot the system. The Contractor shall document all terms and conditions (including duration of free upgrades) in the proposal, as well as any upgrade costs beyond the minimum 3 year period.

The Contractor shall indicate to what extent additional customization is available to the City. All additional costs associated with software customization shall be clearly defined in the proposal.

**Measurement:**

Furnish and Install Advanced Traffic Management System shall be measured by lump sum price.

**Payment:**

The contract lump sum price paid for Furnish and Install Advanced Traffic Management System shall include full compensation for furnishing all labor, hardware, software, software upgrades, warranty, licenses, equipment, cables, cable terminations, tools, materials, incidentals, upgrades, preparation required and for doing all the work involved in furnishing, installing, programming, testing, and making fully functional ATMS as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-02.2.1.1 ADDITIONAL FUNCTIONS**

The Contractor shall identify those functions that are not outlined in the Specifications and that may be an enhanced function or module that is unique to the Contractor's system and be desirable to the City. While these functions are not required by the City, they will be considered during the evaluation of proposals. Any additional costs associated with these additional functions shall be clearly identified in the proposal.

**C-02.2.1.2 TRANSIT SIGNAL PRIORITY MODULE (OPTIONAL)**

Although not required during the implementation of the ATMS System, the proposed ATMS and traffic signal controllers must be capable of implementation of Traffic Signal Priority Module. The Contractor shall fully describe the Transit Signal Priority functionality of their module including a description of software, communications, detection requirements, and cost. A reference list of three, recent or active deployments for the proposed Transit Signal Priority module deployments shall be included.

### **C-02.2.1.3 TRAFFIC SURVEILLANCE VIDEO SERVER/INTEGRATION (OPTIONAL)**

Although not required during implementation of the ATMS, the proposed ATMS system should be capable of accepting analog or IP video source inputs and be easily programmed to have activation buttons that will launch video screens within the ATMS for viewing traffic surveillance video. The Contractor should describe in their proposal the equipment necessary to integrate the City's Existing Pelco Spectra III surveillance cameras into the ATMS and include pricing for any additional servers and server software that would be required to allow for full integration of video into the ATMS.

Pelco Spectra III surveillance camera specifications are located on the following internet address:

[http://www.global-download.schneider-electric.com/852575770039EC5E/All/1994A53473837449852576380063FDDC/\\$File/c2429.pdf](http://www.global-download.schneider-electric.com/852575770039EC5E/All/1994A53473837449852576380063FDDC/$File/c2429.pdf)

The City's existing analog Panel-Tilt-Zoom camera video is transmitted back to the TOC over fiber optic transceivers. Pricing for any required encoders to convert the video and serial control data to IP format should also be included. There are 10 Pelco Spectra III surveillance camera locations in the City.

#### **Measurement:**

Furnish and Install Transit Signal Priority Module shall be measured by lump sum price. Furnish and Install Traffic Surveillance Video Server/Integration shall be measured by lump sum price.

#### **Payment:**

The contract lump sum price paid for Furnish and Install Transit Signal Priority Module shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, preparation required and for doing all the work involved in furnishing, installing, testing, programming, training, warranty, and making fully functional traffic signal priority software module within the ATMS as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

The contract lump sum price paid for Furnish and Install Traffic Surveillance Server/Integration shall include full compensation for furnishing all labor, equipment, encoders, tools, hardware, materials, incidentals, preparation required and for doing all the work involved in furnishing, developing, installing, testing, programming, training, and making fully functional traffic surveillance video server and integration within the ATMS as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

### **C-02.2.2 TRAFFIC SIGNAL CONTROLLER**

The Contractor shall furnish and install NEMA TS-2 Type 2 traffic signal field controller with Ethernet communication capability in accordance with the System functionality requirements for the traffic signal controller equipment is provided in Section **C-04**. Existing traffic signal controller cabinets, conflict monitors, and auxiliary traffic signal cabinet equipment shall be reused. Traffic signal controllers shall include D-harness connector, if required. Field locations with existing NEMA TS-2 Type 1 traffic signal field cabinets may be required to utilize NEMA TS-2 Type 1 traffic signal controllers depending on equipment submittals by the Contractor. The Contractor shall furnish two (2) set of software, cables, and necessary equipment to allow update of traffic controller firmware or software.

#### **Measurement:**

Furnish and Install Traffic Signal Controller shall be measured by unit count. Furnish Traffic Signal Controller shall be measured by unit count.

**Payment:**

The contract unit price paid per each for Furnish and Install Traffic Signal Controller shall include full compensation for furnishing all labor, equipment, firmware/software upgrade equipment, software, license, warranty, D-harness connector, tools, materials, incidentals, preparation required and for doing all the work involved in furnishing, salvaging, installing, testing, programming, labeling, making fully functional as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

The contract unit price paid per each for Furnish Traffic Signal Controller shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, preparation required and for doing all the work involved in furnishing, delivery, license, warranty, as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-02.2.3 COMMUNICATIONS MASTER PLAN**

Prior to the procurement of any communications equipment, the Contractor shall develop and submit for City approval a Communications Master Plan that demonstrates the integration of Ethernet-Over-Copper field equipment into the City's TOC. The Communication Master Plan shall identify the proposed equipment modules utilized at the TOC, Point-to-Point and Point-to-Multi-Point Ethernet over copper switch locations in the field, traffic signal field locations, and TWP copper assignment. The Communication Master Plan shall support deployment of the system over three phases as discussed in the introduction of these procurement specifications. The Communication Master Plan shall include an IP-scheme for addressing of all field and office equipment including provisions for future IP-based equipment including video surveillance cameras, dynamic message signs, and other ITS devices.

Three hardcopies and one electronic copy of the communications master plan shall be submitted to the City for review and approval.

**Measurement:**

Communication Master Plan shall be measured by lump sum price.

**Payment:**

The contract lump sum price paid for Communication Master Plan shall include full compensation for furnishing all labor, equipment, tools, materials, field review, development, revisions, incidentals, preparation required and for doing all the work involved developing and preparing a communication master plan as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-02.2.4 LOCAL ACCESS WORKSTATIONS**

The Contractor shall furnish and install three (3) local access workstations and three (3) local access workstation laptops. Two (2) local access workstations shall be furnished and installed in the TOC located at the same location as the required ATMS server. One (1) local access workstation shall be furnished and installed at the Engineering Division in City Hall.

The local access workstation shall consist of PC-based system operations on a Windows 7 with two-24", LCD, flat-panel, dual monitor displays. Each local access workstation shall include the following minimum equipment specifications: Intel Core 2 Duo Processors, 3.5 GHz or higher, 2 GB of RAM, 1 Terabyte Hard Drive, 512 MB video card, 8 USB 2.0 (2 front, 5 back, 1 internal on motherboard), wireless 104-key keyboard and optical scroll mouse, DVD RW Drive, DVD Drive, Ethernet network card, and ATMS client software installed.

The local access workstation laptop shall consist of a ruggedized PC-based system laptop on Windows 7. Each local access workstation laptop shall include the following minimum equipment specifications: Intel Core 2 Duo Processors, 2.4GHz or higher, 24 GB of RAM, 15" display 500 Gig Hard Drive, 512 MB video card, 2 USB 2.0, DVD RW Drive, Ethernet network port, wireless Ethernet enable and ATMS client software installed.

The local access workstation laptop shall allow remote control of the ATMS while off the City's dedicated computer network. The City Hall local access workstation shall utilize an Ethernet connection over the City's existing LAN to connect to the ATMS server at the TOC.

Each local access workstation shall include all installation software and documentation to permit the City to transfer the ATMS software to an alternate workstation.

**Measurement:**

Furnish and Install Local Access Workstation shall be measured by unit count. Furnish and Install Local Access Workstation Laptop shall be measured by unit count.

**Payment:**

The contract unit price paid per each Furnish and Install Local Access Workstation shall include full compensation for furnishing all labor, software, equipment, hardware, cables, tools, materials, incidentals, warranty, license, coordination with City IT staff, preparation required and for doing all the work involved in furnishing, installing, testing, programming, training, making fully functional and including all necessary software as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

The contract unit price paid per each for Furnish and Install Local Access Laptop shall include full compensation for furnishing all labor, equipment, hardware, cables, tools, materials, incidentals, warranty, license, coordination with City IT staff, preparation required and for doing all the work involved in furnishing, installing, testing, programming, training, making fully functional and including all necessary software as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-02.2.5 ETHERNET-OVER-COPPER SWITCH**

At each traffic signal field location, the Contractor shall furnish and install a Point-to-Point or Point-to-Multipoint Ethernet-Over-Copper switch that is hardened to operate with a traffic signal NEMA enclosure environment. The Ethernet-Over-Copper switch shall be capable of providing a minimum of 2 Mbit/sec Ethernet data transfer rate on a single TWP copper covering a span of 9,000 feet. Each TWP copper channel shall accommodate a minimum of 4 copper pairs. The Ethernet-Over-Copper switch shall include full remote management capability via a web interface.

A Point-to-Point Ethernet-Over-Copper switch shall allow daisy chain of Ethernet-over-Copper switches via a TWP copper.

A Point-to-Multi-Point Ethernet-Over-Copper switch shall provide aggregated Ethernet communication for a minimum of 4 different TWP copper channels.

The switch unit shall be a single shelf-mounted installation in the traffic signal cabinet. The switch shall provide a minimum of four 10/100 Base-T Ethernet ports and provision for an optional 1000 Base-FX fiber optic small form-factor pluggable (SFP) port. All necessary cables shall be provided with each Ethernet switch to connect with the traffic signal controller and TWP copper. All cabling shall be terminated and labeled by the contractor.

The unit shall include an LED functional display module for each inbound and outbound TWP and power switch to demonstrate operation and failure mode.

Each switch shall comply with the following minimum standards: IEEE 802.1, IEEE 802.3ah, MEF 9, IEC 60950, FCC Part 15 Class A, ICES-003 Part A, UL 1459, and GR-63-CORE.

The switch shall operate at ambient temperatures between -40° to 149° F, storage temperature between -40° to 185° F with a relative humidity of 5-95% non-condensing. No cooling airflow shall be required. A heat sink shall be provided with the unit, unless the casing operates as a heat sink. In general, the switch shall comply with NEMA TS2 environmental requirements.

The switches supplied shall be U.L. (Underwriters Laboratories) listed.

The switch shall have with a minimum three-year service and repair warranty.

**Measurement:**

Furnish and Install Point-to-Point Ethernet-Over-Copper switch shall be measured by unit count. Furnish and Install Point-to-Multi-Point Ethernet-Over-Copper switch shall be measured by unit count. Furnish Point-to-Point Ethernet-Over-Copper switch shall be measured by unit count. Furnish Point-to-Multi-Point Ethernet-Over-Copper switch shall be measured by unit count.

**Payment:**

The contract unit price paid per each Furnish and Install Point-to-Point Ethernet-Over-Copper switch for shall include full compensation for furnishing all labor, equipment, cables, tools, materials, incidentals, licenses, preparation required and for doing all the work involved in furnishing, installing, programming, testing, labeling, training, and making fully functional as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

The contract unit price paid per each Furnish and Install Point-to-Multi-Point Ethernet-Over-Copper switch for shall include full compensation for furnishing all labor, equipment, cables, tools, materials, incidentals, licenses, preparation required and for doing all the work involved in furnishing, installing, programming, testing, labeling, training, and making fully functional as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

The contract unit price paid per each Furnish Point-to-Point Ethernet-Over-Copper switch for shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, licenses, preparation required and for doing all the work involved in furnishing and delivery of a Point-to-Point Ethernet-Over-Copper switch as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

The contract unit price paid per each Furnish Point-to-Multi-Point Ethernet-Over-Copper switch for shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, licenses, preparation required and for doing all the work involved in furnishing and delivery of a Point-to-Multi-Point Ethernet-Over-Copper switch as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-02.3 IMPLEMENT TRAFFIC SIGNAL RETIMING**

The Contractor shall collect data, evaluate, develop, and implement traffic signal retiming plans for 52 intersections. Where possible, the traffic signal retiming plans shall take advantage of traffic signal

timing features of the new controllers that are not capable in the existing Multisonics 820A traffic signal controllers.

The Contractor shall be responsible for the development and implementation of new traffic signal coordination plans at field intersections where coordination is currently implemented and at locations that may benefit from coordination because of new functionalities offered by the new traffic signal controller and change in traffic conditions. The City anticipates data collection and retiming efforts being required for 52 intersections. The 52 locations traffic data collection requirements are noted in Section **C-05**. For each intersection, the Contractor should determine whether AM, Midday, and PM peak period coordination plans are appropriate based on the collected traffic data and field observations, and implement them.

The Contractor may collect traffic data, perform Before Study, perform field observations, and develop traffic models concurrently with other work tasks. However, the Contractor shall not implement new coordination signal parameters until upon the successful implementation of all traffic signal field controllers and the ATMS system.

The following tasks shall be included in the Implement Traffic Signal Timing bid item for this project.

**Task 1: Traffic Data Collection**

The Contractor shall collect all traffic volume data necessary to re-time the traffic signals identified in Section **C-05**. The Contractor shall manually collect AM, Midday, and PM peak hour turning movement counts from 7:00AM to 9:00AM, 11:00AM to 1:00PM, and 4:00 PM to 6:00 PM respectively, in 15-minute units.

24-hour bi-directional tube counts shall be collected at key segments in each corridor.

Weekday traffic counts shall be performed on a Tuesday, Wednesday or Thursday only. No weekend traffic counts are allowed as part of this project. In addition, no traffic data collection shall occur during holidays or holiday weekends, days following or preceding holidays, school breaks, construction activities or unfavorable weather conditions such as drizzle, rain, hail, or snow.

**Task 2: Field Observation**

Field observations during each peak period for each intersection must be performed to verify lane geometry, identify saturation flow rate, pedestrian activities, percentage of heavy vehicles, oversaturated vehicle movements, to evaluate any breakdown of an existing signal system and to setup the appropriate limits of Time-of-Day plans. Upon collection of the field observation data and Before Study data the Contractor shall notify the City immediately of traffic patterns that may require special attention during the development of the traffic signal timing plans. The Contractor should also note locations where special features of the traffic signal controller should be considered for implementation to improve the operations of the subject intersection or corridor.

**Task 3: Before Study**

Before study shall commence before new coordination timings are implemented. Before Studies shall consist of "Floating Car" travel time runs for each corridor where traffic signal retiming plans are being developed. The limits of each Floating Car run shall be coordinated with the City prior to collection to ensure proper evaluation of the current effects of existing traffic signal timing plans. A minimum of six (6) directional runs for AM, Midday, and PM peak hour periods shall be collected. During each run, the number of stops, total delay time, and distance travel should be recorded. LOS of the project intersections shall be documented in the Before Study.

**Task 4: Development Signal Timing**

Using micro-simulation software such as Synchro, the Contractor shall develop traffic signal timing plans based off of traffic data collection and field observations. During the development of the retiming plans, the Contractor shall optimize and fine-tune the time-space diagrams of the computer model and submit to the City for review and approval. A model for each peak period (AM, Mid-day, and PM) shall be required. The City shall make available its existing Synchro models where available to the Contractor upon award of the project. The Contractor shall be responsible for modifying the model to match current field conditions. Final signal timing shall be approved by the City prior to field implementation. Deliverable shall include micro-simulation model files and timing plans for each intersection.

**Task 5: Implement Signal Timing**

For each traffic signal, the Contractor shall enter City approved traffic signal timing parameters into the ATMS and download the new timings into the traffic signal field controllers or directly into the traffic signal field controllers with City staff present. At the same day of implementation, the Contractor shall observe and fine-tune the traffic signal retiming plans as appropriate to most adequately respond to traffic conditions.

Changes made to the signal timing parameters shall be uploaded and saved into the Permanent database files of the ATMS, and reflected on the final timing plans.

**Task 6: After Study**

After fine-tuning at each intersection is completed, the Contractor shall conduct a "Floating Car" After Study of each corridor with a minimum of 6 runs in each direction for comparison against travel time runs from the Before Study. The same Before Study data collection methodology shall be used. The delta between the two studies shall determine the effects of the traffic signal retiming effort along with emission changes.

**Task 7: Project Documentation**

The Contractor shall submit a final report documenting the effects of the traffic signal retiming efforts including travel speed, travel time, changes in stop delays, and emissions comparisons of Before-Study and After-Study.

Three hardcopies and one electronic copy of the final report shall be submitted for review and approval by the City.

**Measurement:**

Implement Traffic Signal Retiming shall be measured by each intersection.

**Payment:**

The contract unit price paid per each intersection of Implement Traffic Signal Retiming for shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, preparation required and for doing all the work involved in data collection, field review, before study, timing development, timing implementation, field fine tuning, after study, and documentation as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-02.4 PROCUREMENT DOCUMENTATION**

As part of this project the Contractor shall be required to submit receipts demonstrating that all equipment furnished for the project was purchased brand-new directly from the manufacturers including, but not limited to, traffic signal controllers, ATMS, Ethernet-Over-Copper equipment, ATMS

server and local access work stations. Discount pricing provided to the Contractor from the manufacturers can be removed from receipts submitted to the City but the serial numbers on the equipment shall be noted on the receipts by the manufacturer.

**Measurement:**

Procurement Documentation shall not be measured for payment.

**Payment:**

Full compensation for conforming to Procurement documentation shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation shall be allowed.

**C-02.5 SYSTEM MAINTENANCE AND SUPPORT**

The Contractor shall provide a three-year maintenance program as part of a maintenance agreement consisting of access to a troubleshooting system 24 hours a day, seven days a week. A qualified representative from the software and hardware manufacturer shall respond to traffic signal and signal system emergencies within four hours of notification under this maintenance agreement. If emergency can not be remotely resolved, a qualified representative shall respond in person within 24-hour to address the emergency. The three-year maintenance agreement shall commence after successful Final Acceptance Testing. The maintenance agreement shall be effective until the end of the three-year maintenance program. Signal system emergencies are defined as a condition related to the malfunctioning of the signal hardware or software that impedes normal operation of the signal timing plans, such as going into flash. The maintenance program should also address a policy on the cost of replacement parts. The proposals shall include full explicit pricing for this maintenance agreement. The cost to the City of the maintenance program shall be itemized on a year-by-year basis.

Following the Final Acceptance Testing and throughout the duration of the three-year maintenance period, the Contractor shall be permitted to remotely log in to the City's ATMS to provide troubleshooting assistance during system failures or malfunctions and maintenance monitoring.

**Measurement:**

System maintenance and support shall be measured by a lump sum price.

**Payment:**

The contract lump sum price paid for system maintenance and support for shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, preparation required and for doing all the work involved in technical maintenance, technical support, and emergency response to the ATMS software and traffic signal controller software and hardware as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-02.6 ADDITIONAL LICENSE FEE**

The Contractor shall indicate in the technical proposal how many licenses will be provided as part of the base ATMS system and whether the license agreement is site-based or seat-based. A minimum of licenses for six (6) local access workstations shall be provided under this contract. The Contractor shall document in the technical proposal the cost of each subsequent license that is not provided as part of the initial system.

**Measurement:**

Additional License Fee shall be measured by unit price

**Payment:**

The contract unit price paid for Additional License Fee for shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, preparation required and for doing all the work involved in furnishing additional license to operate the ATMS local access workstation as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

#### **C-02.7 INSTALLATION**

The Contractor shall be responsible for installation and configuration of the ATMS hardware and software, communication server, and local access workstation hardware and software, traffic signal controller and timing, and field communications hardware complete in place. The Contractor shall also be responsible for developing and implementing the IP network layout for all proposed devices and future devices. The use of sub-consultants or sub-contractors for the implementation of tasks identified in Table 1 shall not be allowed unless specified. The Sub-consultant or Sub-contractor for the translation, development, and implementation of traffic signal retiming plans shall be allowed. A summary of the work to be performed for each phase is outlined in the following table:

**TABLE 1: IMPLEMENTATION TASK/RESPONSIBILITY MATRIX PER PHASE**

TASK	PHASE		
	Phase 1	Phase 2	Phase 3
<b>FIELD INTERSECTION EQUIPMENT</b>			
- Program, configure, and test traffic signal controller (including conversion of existing traffic signal timing parameters)	Contractor	Contractor	Contractor
- Remove and salvage existing controller and equipment	Contractor	Contractor	Contractor
- Furnish and install new controller/firmware	Contractor	Contractor	Contractor
- Modify existing cabinet wiring (if necessary) and restore traffic signal operation	Contractor	Contractor	Contractor
- Furnish and install new field hardened Ethernet-Over-Copper switch and associated cables	Contractor	Contractor	n/a
<i>No Subconsultant or Subcontractor Work Allowed for the Deployment of Field Intersection Equipment.</i>			
<b>TRAFFIC OPERATIONS CENTER</b>			
- Develop Communication Master Plan for ATMS implementation	Contractor	n/a	n/a
- Set-up and configure IP network for ATMS (TOC to field and TOC to City Hall)	Contractor	Contractor	Contractor
- Install new signal system server in server rack – <i>(Subconsultant or Subcontractor Not Allowed)</i>	Contractor	Contractor	Contractor
- Set up Local Access Workstation at TOC	Contractor	n/a	n/a
- Provide remote ATMS access to City Hall local access workstation via City LAN.	n/a	n/a	Contractor
- Create signal controller and signal system database	Contractor	Contractor	Contractor
- Set up 72 intersection database and system graphics in ATMS	Contractor	Contractor	Contractor
- Provide TWP copper between TOC and traffic signal cabinets	City	City	n/a
- Furnish and install new communication system between ATMS and field controllers	Contractor	Contractor	n/a
- Disconnect existing Phase 1 intersections from VMS; integrate Phase 1 intersections to ATMS Server.	Contractor	n/a	n/a
- Ensure that existing VMS continues to be operational for remaining intersections.	Contractor	n/a	n/a
- Test communications link between field controllers and TOC	Contractor	Contractor	n/a
- Test system functionality between TOC and field controller	Contractor	Contractor	n/a
- Train City staff on new signal system and related equipment	Contractor	n/a	n/a
- Provide City with system documentation	Contractor	n/a	n/a
- Disconnect existing Phase 2 intersections from VMS; integrate Phase 2 intersections to ATMS Server	n/a	Contractor	n/a
<b>SIGNAL TIMING</b>			
- Translate and implement existing traffic signal parameters in new controllers (Sub-consultant OK)	Contractor	Contractor	Contractor
- Develop and implement traffic signal retiming plans that utilize features of the new traffic signal controllers and ATMS (Sub-consultant OK)	Contractor	Contractor	Contractor

Tasks not identified shall not preclude the Contractor from performing these tasks to complete a turn-key system. No separate payment will be made therefore for completion of these tasks.

### **C-02.7.1 ADVANCE TRAFFIC MANAGEMENT SYSTEM**

The Contractor shall install ATMS hardware, software, and communications equipment complete in place in TOC and demonstrate (via successful testing of all operation features) that all components in central and the field are installed, connected and working properly. The installation shall include providing jumper cables between the ATMS server, communications equipment, network communications equipment (including fiber optic based equipment if appropriate) to connect the ATMS system to a 10/100 Base-T Ethernet switch, which shall be connected to the local access stations, all furnished and installed by the Contractor. All cables and termination panels shall be clearly labeled in a workmanlike manner.

The Contractor shall install ATMS software on the server and transfer the relevant portion of the existing traffic signal system database to the ATMS database. The Contractor shall also set-up and configure all intersection graphics, system-wide graphics for the ATMS via the existing City aerials, populate signal timing database with existing timing parameters, and all other data necessary to provide a fully functional and operational traffic signal system. The Contractor shall meet with the City upon award of the project to identify system graphic requirements, receive Aerials data file from the City that will be integrated into the ATMS for enhanced monitoring and expansion functionality.

### **C-02.7.2 TRAFFIC SIGNAL CONTROLLER**

The Contractor shall install traffic controller, controller firmware, associated cables and equipment complete in place in field traffic controller cabinet to restore existing intersection operation. The installation shall include controller configuration, controller timing parameter entries, re-pin of controller cabinet D-Connector, and all necessary activities to restore operations and features of the existing traffic signal. A "D" panel or an adaptor cable shall be installed in the controller cabinet ready to land all existing emergency vehicle preemption inputs and other special controller functions. All cables and termination panels shall be clearly labeled in a workmanlike manner. All existing traffic signal controller and equipment removed shall be delivered to the City's Public Works facility.

### **C-02.7.3 ETHERNET-OVER-COPPER SWITCH**

The Contractor shall install Ethernet-Over-Copper Point-to-Point or Point-to-Multi-Point switch, associated cables, and necessary termination panels at each traffic signal controller cabinet. The Contractor shall configure, test, and confirm the Ethernet switch communication to the ATMS. All cables and termination panels shall be clearly labeled in a workmanlike manner.

## **C-02.8 TESTING**

### **C-02.8.1 ADVANCE TRAFFIC MANAGEMENT SYSTEM**

The Contractor shall perform factory acceptance testing, troubleshooting, operational testing, and final acceptance testing for the ATMS hardware and software. The Contractor shall test and verify the communication connectivity between the central signal system and all of the connected signal controllers in the field as they are installed. If a communications link does not meet the requirements, the Contractor shall identify and resolve the problem to meet the requirements before final acceptance. Testing shall be performed on all hardware and software furnished and installed by the Contractor.

Upon final implementation, all physically connected traffic signal field controllers shall communicate to the new ATMS via Ethernet.

The traffic signal system equipment shall be tested prior to shipping to demonstrate conformance with all applicable requirements. The Contractor or Manufacturer shall not perform factory acceptance testing until all product submittals are approved by the City. Testing shall include visual inspection, NEMA TS1 environmental testing, electrical testing, and testing of all required controller assembly functions. Each traffic signal controller assembly shall be tested continuously by the Contractor utilizing the translated traffic signal timing records furnished by the Contractor for a minimum of 7 days. The City shall reserve the option to inspect, on-site, the testing of each unit at the Contractor's office.

If a unit fails its factory acceptance test, the conditions shall be corrected or the unit replaced and the test shall be repeated until the 7 days of continuous, satisfactory operation is obtained. When the testing has been completed, the Contractor is responsible for pick-up and delivery of the equipment to the job site and installation. The Contractor shall pay for all delivery, pick-up and testing. The Contractor shall furnish a letter stating compliance with applicable requirements upon completion of the acceptance testing.

In addition, each unit of communications equipment including Ethernet switches shall be successfully pre-tested (bench tested) and configured by the Contractor in accordance with a formal factory functional test procedures of each unit prior to field installation. The manufacturer's quality assurance organization shall have validated testing and shall supply a Certificate of Compliance with each unit shipped. No unit of communications equipment shall be installed without its respective Certificate of Compliance.

The City reserves the right to conduct at its own expense any testing or inspections deemed necessary to ensure that the equipment conforms to applicable requirements.

The Contractor shall provide documentation detailing the central signal system's level of NTCIP compliance as described in the Specifications in the form of a Protocol Implementation Conformance Statement (PICS).

### **C-02.8.2 OPERATIONAL AND PERFORMANCE TESTING OF TRAFFIC SIGNAL SYSTEM EQUIPMENT**

The Contractor shall coordinate with the City of Milpitas Director of Public Works, or his/her designee, to conduct the operational and performance testing of the ATMS software and equipment prior to full field traffic controller deployment.

Operational and performance testing will take place after four controllers have been installed on the N Milpitas Boulevard Corridor. The operational test shall include both stand-alone tests for each system component and system-level tests. The operational test shall be deemed complete when each component has passed a stand-alone test and the entire signal system (software and hardware) has demonstrated that it meets all requirements defined in the Specifications when all components are working together as an integrated system. It will be the responsibility of the Contractor to prepare detailed test procedures and to procure all of the equipment necessary to perform the test. Test equipment if required shall be provided at no additional cost to the City.

Operational and performance testing of the ATMS shall include, but is not limited to, the following items:

- Time to upload the entire controller database;
- Time to download the entire controller database;
- Time to backup the entire ATMS database;
- Average time between recommended workstation application restarts (how often does the application need to be shutdown and restarted);
- Average time between workstation reboots;

- ❑ Average time between server application restarts;
- ❑ Average time between server reboots;
- ❑ Average time for workstation application to fully initialize; and
- ❑ Average time for all server applications to fully initialize.

Operational and performance testing of the traffic signal controller shall include, but not be limited to:

- ❑ Verify timing matches the timing sheet located in the cabinet;
- ❑ Verify operation of all sequence of operations including vehicle, pedestrian, preemption, rail movement;
- ❑ Flash each field indication to ensure proper hookup;
- ❑ Initiate a failsafe action utilizing all possible conflicting green combinations;
- ❑ Monitor each phase for a minimum of two cycles of normal operation;
- ❑ Test of all pedestrian buttons; and
- ❑ Auxiliary panel vehicle and pedestrian switch test.
  - Switch all detector power supplies to off
  - Initiate a call to all vehicle and pedestrian phases using switches
  - Verify correct indications
  - Return switches to normal position

The Contractor shall provide a test procedure and test data forms to the City for approval at least 7 calendar days before the operational test is to begin. The Contractor must also provide a requirement matrix that clearly maps each requirement to a specific test case(s). Performance testing must be included in the test cases and must be consistent with the values submitted in the proposal. The City will review the test procedures and matrix and return them with comments or approval to the Contractor within 10 calendar days after receipt. The test procedure proposed by the Contractor shall be comprehensive, and in sufficient detail to allow the City to determine whether or not the system fully complies with the requirements included in this Scope of Work. If the City deems the test procedure to be unacceptable, the Contractor shall revise the procedure according to the City's comments without additional cost to the City.

As a minimum, the test procedures shall include the following:

- ❑ A matrix of the test sequence to be followed, showing a test of every system and subsystem requirement;
- ❑ A description of the expected operation, output and test results;
- ❑ An estimation of the test duration proposed test schedule;
- ❑ A data form to be used to record all data and quantitative results obtained during the tests; and
- ❑ A description of any special equipment, setup, manpower, or conditions required for the test.

The City shall be present at the operational test and performance. The City will review the test results for conformance with the requirements specified in this Scope of Work. The City will score each of the requirements on a pass/fail basis. The Contractor shall provide all necessary assistance to ensure completion of this test. The Contractor shall fix any problems encountered and add any omissions discovered during this test period without additional cost to the City. If any of the equipment is rejected for failure to comply with the requirements of these specifications, the Contractor shall be responsible for all of the costs involved in retesting the equipment after it has been rejected. Deductions to cover the costs of such retesting will be made from any monies due or which may become due to the Contractor.

### **C-02.8.3 FINAL ACCEPTANCE TESTING**

The final acceptance test will verify that the entire system, with the changes and additions made during the operational testing in place, functions properly and in accordance with these requirements. The final acceptance test shall not be completed until all items conform to the requirements and training has

been completed as approved by the City. The Contractor shall perform and document all necessary testing.

The Contractor shall coordinate with the City to schedule final acceptance testing. The formal start of the final acceptance test or "burn-in" period shall be documented by the Contractor and shall not commence until approved by the City. The final acceptance test will include the completion of a 60-day period, by the end of which the entire integrated system operates without failure.

In the event of a failure during the 30-day acceptance-testing period, the Contractor shall repair the equipment as necessary within five (5) working days of the time of notification by the City and the final acceptance test must be restarted at zero hours. If the failure is a signal system emergency, a qualified representative from the software and hardware manufacturer shall respond and implement a resolution within four hours of notification. Signal system emergencies are defined as a condition related to the malfunctioning of the signal hardware or software that impedes normal operation of the traffic signal, such as going into flash. The Contractor shall be responsible for all costs involved in the repair of the equipment, including retesting if necessary.

One hardcopy and one electronic copy of testing report documenting all testing results shall be submitted to the City.

**Measurement:**

Testing shall be measured by a lump sum price.

**Payment:**

The contract lump sum price paid for Testing for shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, preparation required and for doing all the work involved in Operational and performance testing of traffic signal controllers and ATMS, final acceptance testing, and testing report as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-02.9 WARRANTY**

The Contractor shall provide a minimum three-year extended warranty for all hardware and software (including hardware and software upgrades and Service Packs) supplied for the ATMS , traffic signal controller, local access workstation, and Ethernet-Over-Copper equipment implementation in order to maintain or restore the intended functionality of the signal system as outlined in these procurement specifications. The warranty period shall not commence until the hardware and software have been installed at the project sites, placed in operation by the Contractor, tested according to these procurement specifications, and successful complete final acceptance testing. The warranty shall be provided and priced as part of the Contractor's ATMS, traffic signal controller, local access workstation, and Ethernet-Over-Copper switch bid item.

**Measurement:**

Warranty shall not be measured for payment.

**Payment:**

Full compensation for warranty shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation shall be allowed.

**C-02.10 SYSTEM TRAINING**

The Contractor shall provide on-site training for up to four (4) City staff on the operation, troubleshoot, maintenance, configuration, and installation of the traffic signal field hardware, Ethernet communications equipment, and ATMS software. Training shall be conducted between the hours of

8:00 a.m. and 4:00 p.m., Monday through Friday. No training shall be conducted during the City's observed holidays.

This training shall consist of both formal classroom presentations and hands-on workshops to be conducted at the City facilities following successful completion of the Operational Test. The training shall include at least three separate four-hour sessions. A training schedule shall be developed jointly by the City and Contractor upon award of the project to ensure training prior to the deployment of any field equipment and additional training during installation as new equipment or software is furnished and installed.

The Contractor shall submit a minimum of five (5) hard copy sets and one (1) electronic copy of training manuals at each training session. Final training manuals and materials (i.e., PowerPoint presentations) shall remain with the City following the training.

At a minimum the training equipment shall replicate the following field equipment, as defined by these procurement specifications, and all the cables and accessories necessary to interconnect the equipment in a manner that simulates the intended field connection configurations:

- ❑ Traffic Signal Field Controllers
- ❑ ATMS Software
- ❑ Ethernet Communications equipment (Field and Office)

At a minimum these training sessions shall include the following topics:

#### Traffic Signal Controller Training

- ❑ Use of controller interface;
- ❑ Controller configuration;
- ❑ Controller database use and manipulation;
- ❑ Controller parameter and database entry;
- ❑ Special operations including preemption, and priority operations;
- ❑ Error messages and troubleshooting techniques;
- ❑ Alarms and paging;
- ❑ Log report generation;
- ❑ Overview of cabinet structure and interfacing;
- ❑ Communications equipment interfacing; and
- ❑ Coordination Diagnostic Tools and Typical Errors.

#### Central System Software Training

- ❑ Use of operator interface;
- ❑ Use of graphical map generation and animation;
- ❑ Database use and manipulation;
- ❑ Printing database;
- ❑ System parameter and database entry;
- ❑ Error messages and troubleshooting techniques;
- ❑ Database custom report generation;
- ❑ Overview of system structure and interfacing;
- ❑ Priority Scheme setup;
- ❑ Configuration setup;
- ❑ File Maintenance;
- ❑ Security and subscriptions;
- ❑ System startup and shutdown; and
- ❑ System backup and recovery procedures.

#### Communication System Training

- ❑ Communication network overview;
- ❑ Communication components;

- ❑ Communication hardware setup;
- ❑ Communication software setup;
- ❑ Communication software maintenance; and
- ❑ Communication hardware maintenance.

Training shall also be included with any upgrades or Service Packs installation during the warranty period.

**Measurement:**

System Training shall be measured by a lump sum price.

**Payment:**

The contract lump sum price paid for System Training for shall include full compensation for furnishing all labor, equipment, tools, materials, incidentals, preparation required and for doing all the work involved in preparing and conducting on-site training for City staff as described herein, as specified in the Standard Specifications, these Technical Provisions and as directed by the Engineer and no additional compensation will be allowed there for.

**C-03: ATMS FUNCTIONAL REQUIREMENTS TABLE**

<b>Requirements</b>	<b>Meet Req (Y/N)</b>	<b>Explanation</b>
<b>1. Traffic Management Center Software</b>		
1.1 Traffic Management Functions		
1.1.1 Real-time Controller Input/Output Status Monitoring		
1.1.2 Control Sections		
1.1.3 Modes of Operation		
1.1.3.1 Time of Day/Day of Week		
1.1.3.2 Special Events		
1.1.3.3 Manual Commands		
1.1.3.4 Traffic Responsive		
1.1.3.5 Stand-by		
1.1.3.6 Flash and Free/Flash		
<del>1.1.3.7 Synchro Green Adaptive Control</del>		
1.1.4 Traffic Database		
1.1.4.1 Database Recovery		
1.1.4.2 Database Reports		
1.1.4.3 Automatic Database Backup		
1.1.5 Central Signal System Operation		
1.1.5.1 Distributed Operations		
1.1.5.2 Upload/Download		
1.1.5.3 Failure Monitoring		
1.1.5.4 Timing Plans		
1.1.5.5 Phase sequence flexibility		
1.1.5.6 Preemption of Operation		
1.1.5.7 Vehicle Preemption		
1.1.5.8 Transit Priority (Optional Module)		
1.1.5.9 Railroad Preemption		
1.1.6 Traffic Alarms		
1.1.7 Detector Data Processing		
1.1.7.1 Detector Data Types		
1.1.7.2 Collection and Retrieval		
1.1.7.3 Detector Monitoring		
1.1.7.4 Detector Data Archives		
1.1.8 Interface with Synchro		
1.1.9 Interface with Traffix or HCM Software		
1.1.10 Interface with Crossroads		
1.1.11 Interface with Traffic Count System Database		
1.1.12 Interface with Other Software		
1.1.13 Interface with SV-ITS DEN		

<b>Requirements</b>	<b>Meet Req (Y/N)</b>	<b>Explanation</b>
1.1.14 Interface with Other Systems		
1.2 System Integration		
1.2.1 Time Synchronization		
1.2.2 Central System Architecture		
1.2.2.1 Scalability		
1.2.2.2 Operating System		
1.2.3 Communications Protocol		
1.2.4 Security		
1.3 User Interface		
1.3.1 General Ease of Use		
1.3.2 Multi-user Capability/Remote Access		
1.3.3 Dynamic Displays		
1.3.3.1 System Map		
1.3.3.2 Intersection Status		
1.3.3.3 Communication Statistics		
1.3.3.4 Time Space Diagrams		
1.3.3.5 Measure of Effectiveness		
1.3.3.6 Failure Summary		
1.3.3.7 Signal System Corridor Shortcuts		
1.3.3.8 Traffic Signal Intersection Gadget Screens		
1.3.4 History Reports		
1.3.5 Audible Alarms		
1.3.6 Global Parameter Changes		
1.3.7 – Automated Coordination Diagnostics		
1.3.7 Help Menus		
1.4 Maintenance and Support		
1.4.1 Expandability		
1.4.2 Industry Standards		
1.4.3 Documentation		
1.4.4 Software Training		
1.4.5 Recovery		
1.4.6 Technical Support		

**C-04: TRAFFIC SIGNAL CONTROLLER FUNCTIONAL REQUIREMENTS TABLE**

Requirements	Meet Req (Y/N)	Explanation
<b>2. Advanced Traffic Controller Assembly</b>		
2.1 Introduction		
2.2 General Requirements		
2.3 Controller Enclosure		
2.4 Electronics		
2.5 Front Panel		
2.6 Operating Displays		
2.7 Serviceability		
2.8 Programming		
2.8.1 Programming Displays		
2.8.2 Programming Methods		
2.8.3 Programming Security		
2.8.4 Programming Utility Functions		
2.8.5 Actuated Control Functions		
2.8.6 Phase Sequence		
2.8.7 Timing Intervals		
2.8.8 Overlaps		
2.8.9 Conditional Service		
2.8.10 Volume Activated Max Green Intervals		
2.8.11 Programmable Logic Gates		
2.8.12 Assignable Inputs		
2.8.13 Assignable Outputs		
2.9 Coordination		
2.9.1 Coordination Modes		
2.9.2 Cycle Length		
2.9.3 Synchronization		
2.9.4 Offset		
2.9.5 Split		
2.9.6 Transition Cycles		
2.9.7 Local Split Demand		
2.9.8 Free Mode		
2.9.9 Manual Control		
2.9.10 Interconnect Modes		
2.9.11 Master Coordinator		
2.10 Preemption and Priority		
2.10.1 Emergency Vehicle Preemption		
2.10.2 Transit Priority		
2.10.3 Railroad Preemption		
2.10.4 Light Rail Priority Phase		
2.11 Time-Based Control & Non-Interconnected Coordination		
2.11.1 Clock/Calendar Functions		
2.11.2 Time-Based Control		

Requirements	Meet Req (Y/N)	Explanation
2.12 Detectors		
2.12.1 Detector delay		
2.12.2 Detector extension		
2.13 System Communications		
2.13.1 IP Communication over Ethernet		
2.13.2 System Commands		
2.13.3 Status Data		
2.13.4 Upload/Download Capability		
2.14 Logging		
2.14.1 Communications Fault Logs		
2.14.2 Event Logs		
2.14.3 Event Call In		
2.14.4 Measures of Effectiveness (MOE)		
2.14.5 Green Utilization		
2.14.6 Average Headway		
2.14.7 Occupancy		
2.14.8 Speed Traps		
2.14.9 Volume Logs		
2.14.10 Detector Failure Logs		
2.14.11 Keyboard Log		
2.14.12 Pattern Change Log		

**C-05: MILPITAS TRAFFIC SIGNAL INTERSECTIONS - DEPLOYMENT PHASE SCHEDULE**

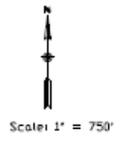
No	Intersection Name	Currently Online	Cabinet Type	Traffic Data Collection	Implementation Phase
1	N Milpitas Bl & Dixon Landing Rd	Yes	TS-1	Yes	1
2	N Milpitas Bl & Sunnyhills Dr	Yes	TS-1	Yes	1
3	N Milpitas Blvd & Washington Dr	Yes	TS-1	Yes	1
4	N Milpitas Blvd & Midwick Dr	Yes	TS-1	Yes	1
5	Jacklin Rd & N Hillview Dr	Yes	TS-1	Yes	1
6	Jacklin Rd & Ped Crossing	Yes	TS-1	Yes	1
7	Jacklin Rd & Escuela Pk	Yes	TS-1	Yes	1
8	Jacklin Rd & Arizona Av	Yes	TS-1	Yes	1
9	Jacklin Rd-N Abel St & Milpitas Bl	Yes	TS-1	Yes	1
10	N Abel St & Redwood Av	Yes	TS-1	Yes	1
11	N Abel St & Marilyn Dr	Yes	TS-1	Yes	1
12	N Abel St & Weller Ln	Yes	TS-1	Yes	1
13	S Abel St & Serra Wy	Yes	TS-1	Yes	1
14	S Abel St & Junipero Dr	Yes	TS-1	Yes	1
15	S Abel St & Corning Av	Yes	TS-1	Yes	1
16	S Abel St & Alvarez Ct-Post Office	Yes	TS-1	Yes	1
17	S Abel St & Curtis Av	Yes	TS-1	Yes	1
18	S Abel St & W Capitol Av	Yes	TS-1	Yes	1
19	N Main St & Weller Ln	Yes	TS2-2	Yes	1
20	N Main St & SR237 Ramp-Library	Yes	TS2-2	Yes	1
21	<i>N Main St &amp; Carlo St</i>	Yes	TS2-2	Yes	1
22	S Main St & Serra Wy	Yes	TS-1	Yes	1
23	S Main St & Curtis Av	Yes	TS-1	Yes	1
24	S Main St & Great Mall (Home Depot)	Yes	TS-1	Yes	1
25	S Main St & S Abel St	Yes	TS-1	Yes	1
26	S Main St & Cedar Av	Yes	TS-1	Yes	1
27	<i>S Main St &amp; Mihalakis</i>	Yes	TS2-2	Yes	1
28	N McCarthy Bl & Dixon Landing	No	TS-1	No	2

No	Intersection Name	Currently Online	Cabinet Type	Traffic Data Collection	Implementation Phase
29	N McCarthy Bl & Ranch Dr (N)	Yes	TS-1	Yes	2
30	N McCarthy Bl & Ranch Dr (S)	Yes	TS-1	Yes	2
31	Ranch Dr & Applebee's Dwy	Yes	TS-1	Yes	2
32	McCarthy Bl & Bellew Dr	Yes	TS2-2	Yes	2
33	McCarthy Bl & Alder Dr	Yes	TS-1	Yes	2
34	McCarthy Bl & Sycamore Dr	No	TS-1	No	2
35	McCarthy Bl & Cottonwood Dr	No	TS-1	No	2
36	McCarthy Bl & Barber Ln	No	TS-1	No	2
37	Bellew Dr & Cypress Av	Yes	TS2-2	Yes	2
38	Bellew Dr & Barber Ln	Yes	TS-1	Yes	2
39	Barber Ln & Fire Station 4	Yes	TS-1	Yes	2
40	Barber Ln & Alder Dr	Yes	TS-1	Yes	2
41	Tasman Dr & McCarthy Bl	Yes	TS-1	Yes	2
42	Tasman Dr & Alder Dr	Yes	TS-1	Yes	2
43	Tasman Dr & I880 SB Ramps	Yes	Type 332 w/TS-1	Yes	2
44	Tasman Dr & I880 NB Ramps	Yes	Type 332 w/TS-1	Yes	2
45	Great Mall Pk & S Abel St	Yes	TS-1	Yes	2
46	Great Mall Pk & S Main St	Yes	TS2-2	Yes	2
47	Great Mall Pk & McCandless Dr	Yes	TS-1	Yes	2
48	Great Mall Pk & Centre Pointe Dr	Yes	TS-1	Yes	2
49	Dixon Landing Rd & Milmont Dr	Yes	TS-1	Yes	3
50	California Cr & Ped Crossing	No	TS-1	No	3
51	Jacklin Rd & N Park Victoria Dr	No	TS-1	No	3
52	Calaveras Bl & Park Victoria Dr	No	TS-1	No	3
53	Calaveras Bl & Gadsden Dr	No	TS-1	No	3
54	Calaveras Bl & Temple Dr	No	TS-1	No	3
55	N Milpitas Bl & Escuela Pk	No	TS-1	No	3
56	N Milpitas Bl & Beresford Dr	No	TS-1	No	3
57	S Milpitas Bl & Los Coches St	No	TS-1	No	3
58	S Milpitas Bl & Turquoise St	No	TS-1	No	3

No	Intersection Name	Currently Online	Cabinet Type	Traffic Data Collection	Implementation Phase
59	S Milpitas Bl & Yosemite Dr	No	TS2-2	No	3
60	S Milpitas Bl & Ames Av	No	TS-1	No	3
61	S Milpitas Bl & Gibraltar Dr	No	TS-1	No	3
62	Yosemite Dr & Sinclair Frontage Rd	No	TS-1	Yes	3
63	Yosemite Dr & Dempsey Rd	No	TS-1	Yes	3
64	S Park Victoria Dr & Edsel Dr	No	TS-1	No	3
65	S Park Victoria Dr & Yosemite Dr	No	TS2-2	Yes	3
66	S Park Victoria Dr & Yellowstone Av	No	TS-1	No	3
67	S Park Victoria Dr & Big Basin	No	TS-1	No	3
68	S Park Victoria Dr & Landess Av	No	TS-1	Yes	3
69	Landess Av & Clear Lake Dr	No	TS-1	Yes	3
70	Landess Av & Yellowstone Av	No	TS-1	Yes	3
71	Yellowstone Av & Westridge Dr	No	TS-1	No	3
72	Capitol Av & Montague Station	No	TS-1	Yes	3

# C-06 TRAFFIC SIGNAL LOCATION AND SIGNAL INTERCONNECT CABLE LAYOUT

Draft Final, v5



City of Milpitas  
 Proposed Traffic Signal Communications Network  
 Actelis High Speed Links (HSLs)  
 5-10-10

- Legend**
- Traffic Signal - Milpitas
  - Traffic Signal - Milpitas Maintained/Other Agency Owned
  - Future Milpitas Traffic Signal
  - Traffic Signal - Caltrans
  - Traffic Signal - County
  - Existing City Signal Interconnect Cable (SIC)
  - Future City SIC (by Others)
  - Proposed High Speed Link (HSL) - Ethernet over SIC
  - City or SV-ITS Existing Fiber Optic Cables
  - Future City Fiber Optic Cables (by Others)
  - Future Wireless Comm (by Others)

Field Switches  
 Unit Count

Base Project (HSLs 1 - 10)	
ML130-32	2
ML688	46
ML624	20
SFPs	4
RuggedCom Switch	1



**C-07 BASE BID**

<b>Bid Item</b>	<b>Section Ref.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Description</b>	<b>Unit Cost</b>	<b>Extension</b>
<b>Base Bid</b>						
1	C-02.2.2	Furnish and Install Traffic Signal Controller	72	EA		
2	C-02.2.1	Furnish and Install Advance Traffic Management System	1	EA		
3	C-02.2.4	Furnish and Install Local Access Workstation	2	EA		
4	C-02.2.4	Furnish and Install Local Access Workstation Laptop	3	EA		
5	C-02.2.3	Communications Master Plan	1	LS		
6	C-02.2.5	Furnish and Install Ethernet-Over-Copper Point-to-Multi-Point Switch	46	EA		
7	C-02.2.5	Furnish and Install Ethernet-Over-Copper Point-to-Point Switch	20	EA		
8	C-02.3	Implement Traffic Signal Retiming	39	EA		
9	C-02.8	Testing	1	LS		
10	C-02.10	System Training	1	LS		
11	C-02.5	System Maintenance and Support	1	LS		
12	N/A	Furnish and Install Actelis ML130hub units	2	EA		
13	N/A	Furnish and Install Single-Mode SPF fiber optic inserts	4	EA		
14	N/A	Furnish and Install Rugged Com Rs900 fiber switch	1	EA		
					<b>Total</b>	

**END OF SCOPE OF WORK**

## EXHIBIT B

### UNIT PRICE AND QUANTITIES



**Western Pacific Signal, LLC** (510) 276-6400  
15890 Foothill Blvd, San Leandro, CA 94578 [www.wpsignal.com](http://www.wpsignal.com) fax: (510) 397-0398

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May 24, 2010

Mr. Steve Chan, Traffic Engineer  
City of Milpitas Public Works  
455 E. Calaveras Blvd  
Milpitas, CA 95035

**RE: ATMS System Upgrade, Project# 4248**

Dear Mr. Chan,

Please accept this revised draft Traffic Signal Communication Network Design as a basis for our quantities and pricing for the Base Bid materials. Our Base Bid includes sales tax, and introduces two ML130 hub units, four fiber optic SFP's and a RS900 fiber switch to the price sheet. These additional items support the addition of fiber optic backbone for your network backhaul per the Traffic Signal Communications Design v5.

The following items have been added to the standard price sheet on page 2:

Bid Item #12: Actelis ML130 hub units to support multiple copper links to the southwest Milpitas region

Bid Item #13: Single-Mode SPF fiber optic inserts for each terminating end of the fiber to Actelis locations.

Bid Item #14: RuggedCom RS900 fiber switch for drop-continue fiber service at Milpitas Blvd & Yosemite.

In appreciation for this opportunity and to help you complete the desired additional work within budget, WPS has extended a \$7,500 discount to the project cost.

We are excited with the prospect of working with you. Please call any time for further clarifications or questions.

Sincerely,



Russ Thielen



BASE BID ITEMS:								
Bid Item	Qty	Unit Price	Material Price	Taxable Amount	Tax	Labor Amount	Labor Total	Total w/Tax
1	72	\$3,680.00	\$2,840.00	\$204,480.00	\$18,914.40	\$840.00	\$60,480.00	\$283,874.40
2	1	\$154,850.00	\$135,000.00	\$135,000.00	\$12,487.50	\$19,850.00	\$19,850.00	\$167,337.50
3	2	\$3,740.00	\$3,490.00	\$6,980.00	\$645.65	\$250.00	\$500.00	\$8,125.65
4	3	\$3,125.00	\$2,875.00	\$8,625.00	\$797.81	\$250.00	\$750.00	\$10,172.81
5	1	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
6	46	\$3,120.00	\$2,870.00	\$132,020.00	\$12,211.85	\$250.00	\$11,500.00	\$155,731.85
7	20	\$2,370.00	\$2,120.00	\$42,400.00	\$3,922.00	\$250.00	\$5,000.00	\$51,322.00
8	39	\$2,850.00	\$0.00	\$0.00	\$0.00	\$2,850.00	\$111,150.00	\$111,150.00
9	1	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$4,500.00	\$4,500.00
10	1	\$8,500.00	\$0.00	\$0.00	\$0.00	\$8,500.00	\$8,500.00	\$8,500.00
11	1	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00	\$7,500.00
12	2	\$12,990.00	\$11,990.00	\$23,980.00	\$2,218.15	\$1,000.00	\$2,000.00	\$28,198.15
13	4	\$450.00	\$1,800.00	\$1,800.00	\$166.50	\$0.00	\$0.00	\$1,966.50
14	1	\$1,585.00	\$1,485.00	\$1,485.00	\$137.36	\$100.00	\$100.00	\$1,722.36
<b>Subtotal</b>								<b>\$842,601.22</b>
<b>Increased Liability</b>								<b>\$10,000.00</b>
<b>Subtotal - Base Bid:</b>								<b>\$852,601.22</b>
<b>Discount</b>								<b>&lt; \$7,500.00 &gt;</b>
<b>Total - Base Bid:</b>								<b>\$845,101.22</b>

**EXHIBIT C**

**INSURANCE DOCUMENTS**

**CITY OF MILPITAS**  
**CERTIFICATE OF INSURANCE**  
**General and Automobile Liability**

The undersigned insurance company hereby certifies to the City of Milpitas, California that it has issued a policy of insurance bearing Policy No. \_\_\_\_\_ to Western Pacific Signal, LLC in connection with a certain as work of improvement generally described as Traffic Signal Controller and Advanced Traffic Management System Upgrade, Project No. 4248 being a certain general and automobile liability policy which names the City of Milpitas, its officers and employees as additional insured, and which insures said City, officers and employees against liability of financial loss resulting from injuries occurring to persons or property in or about or in connection with said work of improvement, including, but not limited to, coverage for all work performed by, for or on behalf of Western Pacific Signal, LLC.

Said policy of insurance provides coverage in the following minimum amounts and for the following periods:

<u>COVERAGE</u>	<u>POLICY NO.</u>	<u>POLICY PERIOD</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
1) Bodily Injury			\$1,000,000 each person \$1,000,000 each occurrence
2) Property Damage			\$1,000,000 each person \$1,000,000 each occurrence

**This policy provides:** (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) That said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Clerk.

\_\_\_\_\_  
Insurance Company

Address of Signatory:

\_\_\_\_\_  
Authorized Signature (Sign)

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Type)

\_\_\_\_\_

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**VERIFICATION**

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. \*

\_\_\_\_\_  
Authorized Signatory (Sign)

\_\_\_\_\_  
(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a  
Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Type Name)

\* If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: \_\_\_\_\_, 20\_\_, by \_\_\_\_\_

**CERTIFICATE OF WORKER'S COMPENSATION INSURANCE**

**FOR THE CITY OF MILPITAS**

The undersigned insurance company hereby certifies to the City of Milpitas, California, that it is an admitted Worker's Compensation Insurer and that it has issued a policy of Worker's Compensation Insurance bearing policy number \_\_\_\_\_ to Western Pacific Signal, LLC. Said policy is a valid policy of Worker's Compensation Insurance issued in a form approved by the California Insurance Commissioner and is now in full force and effect. The full deposit on said policy has been paid. The expiration date of said policy is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The undersigned insurer will give said City of Milpitas at least ten (10) days advance notice of the cancellation of said policy.

Dated: \_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMPANY

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Signature)

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Type Name)

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Milpitas, California, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Signature)

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (Type Name)

**CITY OF MILPITAS**

**DATA SHEET: INSURANCE COMPANY**

Data Regarding Insurance Company and Representatives'  
Authority to act in Connection with Insurance Certificates Issued to:

  X  

City of Milpitas  
Milpitas Redevelopment Agency

RE: Project No. 4248

Project Title: Traffic Signal Controller and Advanced Traffic Management System Upgrade

Date of Agreement or Contract: June 15, 2010

I, the undersigned, hereby certify that I am authorized to issue the attached Certificate of Insurance for:

Full Name of Insurance Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

My name, address and license number with the California Insurance Commissioner is as follows:

\* Name: \_\_\_\_\_

Address: \_\_\_\_\_

Broker's License No.: \_\_\_\_\_

If not applicable, explain why: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

Approved as to Form this \_\_ day of

\_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
City Attorney

\* \_\_\_\_\_  
Authorized Representative (Signature)

\* \_\_\_\_\_  
(Typed name, capacity, or title)

\* The name and signature should be the same name and signature as shown on the Insurance Certificate.

**CITY OF MILPITAS**

**DATA SHEET: WORKER'S COMPENSATION INSURANCE COMPANY**

Data Regarding Insurance Company and Representatives'  
Authority to act in Connection with Insurance Certificates Issued to:

  X   City of Milpitas  
Milpitas Redevelopment Agency

RE: Project No. 4248

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Full Name of Insurance Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

My name, address and license number with the California Insurance Commissioner is as follows:

\* Name: \_\_\_\_\_

Address: \_\_\_\_\_

Broker's License No.: \_\_\_\_\_

If not applicable, explain why: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Approved as to Form this \_\_ day of

\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
City Attorney

\* \_\_\_\_\_  
Authorized Representative (Signature)

\* \_\_\_\_\_  
(Typed name, capacity, or title)

\* The name and signature should be the same name and signature as shown on the Worker's Compensation Insurance Certificate.