REQUEST FOR PROPOSALS
for
Procurement of Advanced Traffic Management System, Services & Support

City of Rohnert Park
Development Services
130 Avram Avenue
Rohnert Park, CA 94928
(707) 588-2232

Distribution/Advertisement: April 10, 2018
Deadline for Submittal of Proposal: May 7th, due by 5:00 P.M.
The City of Rohnert Park invites you to the following opportunity:

CITY OF ROHNERT PARK Procurement of Advanced Traffic Management System

1. INTRODUCTION

This Request for Proposal is for the procurement of an advanced traffic management system (ATMS), capable of monitoring and synchronizing traffic signals in the City of Rohnert Park, including performance monitoring and adaptive control.

The City looks forward to receiving well-thought-out proposals from consultants/vendors who specialize in Traffic Management Systems.

At the end of the evaluation, submittals will be ranked according to point scores in Attachment A. A Purchase Order may be issued to the product vendor with the highest total points, at the City’s discretion.

2. SCHEDULE, LOCATION, CONTACT

The City would like to set the following schedule for Proposal submittal:

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<td>Deadline for questions:</td>
<td>April 27, 2018</td>
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<td>Award of Contract:</td>
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Submit Proposals to: City of Rohnert Park
Development Services
130 Avram Avenue
Rohnert Park, CA 94928

For questions regarding this RFP, please direct to: Vanessa Garrett
vgarrett@rpcity.org
707-588-2251

3. BACKGROUND

The City of Rohnert Park, located in Sonoma County, currently has several new aspects of development under construction which have been increasing the amount of traffic residents are experiencing. In an effort to help relieve traffic congestion, the City would like to utilize an Advanced Traffic Management System (ATMS). The initial phase includes intersections on two major arterials: Golf Course Drive and Rohnert Park Expressway. The procurement of ATMS is part of a larger vision to synchronize the traffic signals in the City. Ultimately, the City desires to
interconnect and synchronize all of the City traffic signals. For this reason, the selected ATMS will have implications on the City’s operation for years to come.

4. PROCUREMENT PROCESS
The procurement process is based on the following criteria to fully evaluate your products:

- ATMS Features
- System Demonstration
- References
- Cost

Please refer to Attachment A for the required project specifications.

4.1 ATMS Features

The City is looking for an ATMS with performance monitoring and adaptive capabilities. A verification of this criterion will be based on staff evaluations and product demonstrations. The attached summary table “ATMS Feature Summary” shall be filled out and submitted with the proposal. Features that are labeled “Partial” shall be described in the Explanation column, or noted in a separate document.

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## ATMS Feature Summary

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5. **SUBMITTAL REQUIREMENTS**

A. **Proposal Format**

Proposals should be structured as outlined below. Proposals not following this format may be deemed non-responsive and eliminated from further consideration.

Proposals are to include:

- A **cover letter**, signed by an individual authorized to negotiate on behalf of the firm and must be binding for a term of 90 days from date of submittal to the City.

- An **introduction**, conveying a clear and concise understanding of project scope, understandings and objectives. Project tasks shall also be stated and described as well as how they relate to achieving the project scope.

- The proposal shall specifically indicate what **products** the consultant intends to utilize in undertaking each phase of work and how such work will be incorporated in the final deliverable. The descriptions shall be in sufficient detail to permit evaluation of the relative merits of the analysis and procedures.

- A description of the **consultant/vendor team**, detailing the names and resumes (including references) of all key personnel who will be assigned to perform services pursuant to the contract.

- The identification of each proposed **subcontractor (if any)**, if any, its tasks, schedule, costs, etc, shall be included. The form and content of all subcontractor provided products shall be described in detail. Subcontracts must also meet all requirements requested of the selected Consultant and be approved by the City.

- A **project schedule** shall indicate the logical breakdown of project tasks and completion deadlines. It should be designed to provide time for staff input. The Consultant should specify all scheduled meetings with staff. The schedule shall indicate all milestones, the critical path necessary for the project, and the anticipated completion timeframe upon notice to proceed.

- **Consultants are requested to submit Proposal Costs** in a "menu" formant to permit item
by item cost identification. The costs shall be presented in a format that allows identification of total costs for the overall project. The budget should contain all cost assumptions including the number of hours for each team member, hourly billing rates, estimated costs of other items (travel, printing, etc.), subtotal of fees by task and a grand total (labor and direct costs) to complete the scope of work. If costs are based on a fixed number of meetings, cost of additional meetings should be itemized. The cost for preparation of the deliverables shall be separately identified. The proposed costs shall be submitted in a separate sealed envelope identified as such.

- **Related experience and references** – the material submitted in the response to the Request for Qualifications will be reviewed in conjunction with the review of the proposals and need not be provided again, unless updated information is available.

### B. Award of Contract

The selected firm will be required to enter into a written contract with the City of Rohnert Park in a form approved by the City Attorney. The standard City contract for consulting services is attached as Attachment B.

### C. Proposal Submittal

A total of seven (7) bound copies, one unbound copy and one electronic copy of the proposal should be sent to:

Vanessa Garrett, PE  
Acting Deputy City Engineer  
130 Avram Avenue  
Rohnert Park, CA 94928-1180

**Proposals must be received no later than May 7, 2018 at 5:00 p.m.**

The City reserves the right to reject all proposals if deemed unsuitable. Late or incomplete submittals will not be considered, and the City reserves the right to determine the completeness of proposals. The City is not responsible for the costs of preparing or delivering the proposals.

Questions regarding this Request for Proposal should be submitted in writing to Vanessa Garrett at vgarrett@rpcity.org. The closing date for receipt of written questions is April 27, 2018 at 5:00 p.m. All questions and responses will be posted as an addendum to the RFP on the City’s website.

**Attachment A:** Standard Specifications

**Attachment B:** Consultant Services Agreement
ATTACHMENT A

ADVANCED TRAFFIC MANAGEMENT SYSTEM PROJECT 2016-07

A1: LOCATION

Location of work is within the City of Rohnert Park.

1. The Traffic Management System will be located at a City Facility
2. Controller units, software, and Ethernet switches are to be located at various signalized intersections within Rohnert Park

This project consists of selecting and procuring Advanced Traffic Management System (ATMS) software, procurement and installation of appurtenant equipment including computers, connection and integration of the software and hardware in the Traffic Management Center and software and communications equipment at local intersection controllers. The Traffic Signal System shall be a complete and fully functional system that is fully integrated with the systems that comprise the Traffic Management Center. The ATMS shall be connected and communicating with all the intersections and field equipment that are interconnected

A2: EXISTING CONDITIONS

The City of Rohnert Park is located in Sonoma County along the US-101 corridor, south of Santa Rosa. The City currently operates and maintains 40 signalized intersections or pedestrian crossings controlled by Model 170E or Model 2070 controller units, nine of which are housed in Type P cabinets (five of which are currently being replaced with Caltrans Type 332 cabinets), one in a Model 336 cabinet, and the remainder in Caltrans-style Type 332 cabinets. About six of the newest controller units are Caltrans TEES Model 2070 running McCain 2033 software. The remainder are Model 170E controller units running McCain 200SA, 200CA or 233 software. There are an additional four signalized intersections at Caltrans intersections, owned and operated by Caltrans, which are not part of the project.

Traffic signal locations and equipment are summarized in Figure 1.

The City does not currently have transit priority features implemented at any City intersections. The City currently does have emergency vehicle preemption (GTT Opticom or Emtrac) implemented at a small number of intersections and 10-wire (most recent AREMA standard) rail preemption implemented at two intersections along the SMART rail corridor. The current pre-empt operation must be accommodated in the new ATMS, at a minimum, in the form of system capability to report times, directions, and input duration when pre-empt inputs are received and traffic signal response information.
Rohnert Park Advanced Traffic Management System RFP
Figure 1 – Existing Signals
Communications infrastructure is limited although the City is currently expanding interconnect through other projects, summarized as follows:

- Existing 6-twisted pair copper interconnect cable in conduit is in place along Rohnert Park Expressway, connecting eleven signalized intersection (two of the eleven are Caltrans intersections at the US-101 ramps) plus three additional intersections east of Snyder Lane that have recently been installed. All these controller cabinets include a Caltrans Model 400 modem. (Copper interconnect may be upgraded to 25-pair, solid conductor, twisted pair cable, or other copper cable to be specified by the selected ATMS vendor.)

- New copper interconnect cable in conduit has been installed along Snyder Lane connecting six signalized intersections, but coordination plans have not been developed or implemented for these locations. There are also five signalized intersections along Golf Course Drive that have GPS clocks to allow time of day interconnect. All these controller cabinets include a Caltrans Model 400 modem.

- New 25-pair copper interconnect cable in conduit is proposed to be installed along Golf Course Drive from Labath to Fairway in a separate City project, and will be discussed with the selected ATMS vendor.

Existing and proposed interconnect is summarized in Figure 2.

The City has upgraded main street detection at most intersections to replace loop detection with video or microwave detection including Econolite MioVision, Gridsmart, MS Sedco, and other systems as summarized in Figure 3. Side street detection is mostly provided by Caltrans-style inductive loop detectors.

Relevant information about City facilities is summarized as follows:

- City Hall is located at 130 Avram Avenue. Engineering staff have offices at City Hall, although there is currently no traffic signal supervisory or management equipment at City Hall.

- The City Public Safety building is located at 500 City Center Drive, on the north side of Rohnert Park Expressway west of the SMART railroad tracks. This building may be utilized for the traffic management center. The City is considering extending copper interconnect along Rohnert Park Expressway into the Public Safety building in existing conduit, to be discussed with the selected ATMS vendor.

- City Hall and the Public Safety Services building are connected via the City’s computer network.

- The space to be dedicated for the system may be as small as 8’ x 10’.
SIC damaged & disconnected

LEGEND
- Signalized Intersection
- Caltrans Intersection
- Roadway
- Freeway Ramp
- Existing Signal Interconnect Cable
- Proposed IT Connection Point
- GPS Time Source

Rohnert Park Advanced Traffic Management System RFP
Figure 2 – Existing and Proposed Communications Media
Video detection on N-S legs; Loop detection on E-W legs

LEGEND

Loop
Gridsmart
Video
Sedco
Advanced loop detection on major approach
Advanced loop detection on minor approach

Not to Scale

Figure 3 – Signal Detection Type

Rohnert Park Advanced Traffic Management System RFP
A3: SCOPE OF WORK

Project Summary:

The selected vendor shall furnish and install the following:

- An Advanced Traffic Management System (ATMS) to be housed at a City facility to be decided at a later date, capable of managing up to 100 signalized intersections.
- A laptop workstation at City Hall for engineering staff use, communicating with the ATMS through the City’s computer network.
- A laptop workstation for engineering staff that is capable of connecting directly to controller units at intersections and serving as an ATMS workstation.
- Upgrades, if needed, to existing Model 170E controller units, local intersection software, and communications equipment within existing Model 332 cabinets as required for compatibility with the ATMS at the intersections shown in Figure 4.
- Ethernet switches or other communications equipment as required in all traffic signal controller cabinets shown in Figure 4. The selected ATMS vendor shall complete all controller addressing, special programming of configuration required to establish communications with each intersection.
- Complete all configuration and programming work required to allow City staff to monitor SPMs, particularly the Arrival-on-Green, Green Utilization, Approach Volumes, Arrivals on Red, and Cycle Length, features at the following intersections:
  - Rohnert Park Expressway/Snyder Lane
  - Rohnert Park Expressway/State Farm Drive
  - Rohnert Park Expressway/Commerce Boulevard
  - Rohnert Park Expressway/Redwood Drive
  - Golf Course Drive/Redwood Drive
  - Golf Course Drive/Commerce Boulevard

Vendors shall provide the following list of needs required for system operation:

- Detection upgrades at intersections (installations to be completed by others)
- Interconnect cable upgrades (to be completed by others)
- Provide software, equipment, and furniture at the ATMS and implementation of Adaptive interconnect at intersections shown in Figure 4 (to be completed by selected vendor).
- Technical guidance on providing low cost interconnect between the signalized intersections along Rohnert Park Expressway and Golf Course Drive. Guidance shall include preparation of a written document that can be used as a work order for the City’s traffic signal maintenance contractor for installing the interconnect.
- Other requirements
Rohnert Park Advanced Traffic Management System RFP

Figure 4 – Signalized Intersection Control Requirements
A3.1: SPECIFICATIONS FOR ATMS

This specification sets forth minimum requirements for a TCP/IP based client/server application providing multi-user access to traffic signal and related field devices as part of an overall Advanced Traffic Management System (ATMS). A detailed communications system interfacing the ATMS with the field devices is not provided in this specification, except for a description of existing equipment and statement that the ATMS provider must upgrade modems to suit the needs of the proposed AMTS. However, the ATMS shall be capable of supporting both asynchronous and Ethernet based data communications that comply with current NTCIP specifications.

The primary field devices supported by this specification shall include traffic signal controllers that comply with Caltrans TEES 170E based controllers, 2070, and 2070N specifications. The ATMS shall support the functional requirements of these devices incorporated into the system.

A3.1.1: Minimum Required System Performance:

- System-wide, corridor, or user-specified grouping adaptive signal coordination
- Continuous central system monitoring of all controllers
  - As often as once-per-second
- Central system transmits and receives status data (once-per-second) to all local controllers
- Operational failure logging, indicating control and communications failures by date, times of occurrence and location of failure.
- Real-time status including phase status, mode of operation, and equipment status, displayed on system or laptop monitor.
- Historical status information including coordination status, cycle length by time-of-day, to be stored for a minimum of seven calendar days.
- System level status display with real-time information in graphic form using user-provided graphic maps, Bing or Google Maps for all intersections. Displays shall include main street phase status and real-time signal operation status.
- Intersection status displays with real-time information in both tabular and graphic form for operator selected intersections. Displays shall include vehicle and pedestrian signal phase status, flash status, local and master cycle timers, preempt on or off and the operational plan mode in effect.
- Automatic uploading and downloading of all controller timing data parameters to/from field controllers via the communications network
- Central-distributed topology that allows operation of free or time-of-day coordination at the controller level in case of communications failure.
In the event of ATMS master failure, operation after restoration of proper function shall be time-of-day/day-of-week.

- Automatic reporting of user-specified failures and malfunction
- Controller data base management
- The system shall support the viewing of CCTV and Video detection video streams over RTSP.
- The system shall permit users to broadcast date/time to any number of signal controllers defined in the system.

A3.1.2: Communication Standards and Interfaces

NTCIP Communications for Actuated Signal Controllers

- The system shall support the use of dynamic objects via NTCIP 1103.
- The system shall support mandatory NCTIP 1201 objects.
- The system shall support mandatory and optional NTCIP 1202 objects.

Other proprietary communications to support existing equipment or messaging not supported by NTCIP.

NTCIP Communications for Center-to-Center Interfaces

- The system shall support center-to-center communication via NTCIP 2306 (TMDD).
- The system shall support center-to-center communications for ICMS applications.

Center-to-Center Communications for Connected Vehicle Applications.

- The system shall support a standard interface for connected vehicle applications/subscribers.
- The system shall support an interface to “Traffic Technology Services (TTS)”
- The system shall support an interface to “Connected Signals, Inc”
- The system shall support an interface to “LiveTrafficData, LLC”

A3.1.3: Displays and System Functionality

Graphical User Interface (GUI):

- The user interface shall be intuitive and provide a uniform and consistent scheme of buttons, menus, and forms.
- The user interface shall provide common operation elements such as dialog boxes, main menus, sub-context menus, reports, device summaries, and real-time status displays.
- The user interface shall provide controls for stacking, docking, un-docking, hiding, or splitting the window panes which can be easily organized on multiple monitors in an advanced traffic management center.
• The user interface shall provide a list of active alarms from each device.
  o The active alarms window shall automatically update as alarms are triggered and/or removed.
• The user interface shall prevent users from performing conflicting command actions.
  o The system shall prevent two users from performing concurrent signal timing modifications.
  o The system shall prevent two users from issuing concurrent phase, pedestrian, and/or preemption calls.
• The user interface shall permit authorized users to “unlock” control of commands from users.
• The user interface shall provide a means for labeling the following elements:
  o External Controller Alarms
  o Vehicle Detectors
  o Pedestrian Detectors
  o Overlaps
  o Phases

A3.1.4: System Wide Map Displays
• The system shall support the import of GIS map files for display of device inventory, location and status.
  o The system shall incorporate industry standard ESRI vector and/or image files.
  o The system shall permit users to define the map layers.
• The system shall support a Web-based system map for display of device inventory, location and status.
  o Users shall be able to change the background view of the Web-map to: Aerial, Physical, Shaded Relief, Road View, Terrain Base, or Topographic View.
  o Users shall be able to easily add devices to the Web-map by clicking on the location of the device within the map.
• The GIS and Web-based system maps shall support common GIS map navigation controls (i.e. panning, zooming, small/large scale hiding).
• The GIS and Web-based system maps shall provide a legend detailing status color indications.
• The system shall support the use of static background images for system maps and sub-system displays.
• The system shall permit users to “un-dock” system maps from the main application and display maps on separate monitors/screens.
• On mouse hover, a tool-tip shall appear, displaying intersection name, operational status and alarm status.
• The system maps shall provide the following status indicators:
  o Controller operational status (inactive, free, coordinated, preempt, flash, transition, offline).
  o Active Pattern Number
Advanced Traffic Management System Project
Rohnert Park City Proj. No. 
LA #4834-0043-9827 v1

A3.1.5: Device Lists

- The system shall provide a list of devices currently configured within the system.
- The device list shall provide the operational status of the devices.
- The device list shall be easily sorted or filtered by the properties of the devices.
- The device lists shall be printable providing the user with the ability to define the data included in the printed report.

A3.1.6: Groups

- The system shall permit users to create coordination, adaptive, and jurisdiction groups.
- The system shall permit users to assign a traffic controller to one or many groups.
- The system shall permit users to define any number of groups with any number of traffic controllers as members of the group.
- The system shall enable operators to manually issue pattern change commands to signals within a coordination group.
  - Commands issued by the system shall override conflicting commands issued by other command sources.

A3.1.7: Signal Control Source

- The system shall provide an interface detailing a list of active operational commands.
- The list of operational command sources shall be listed in order of categorical priority.
- Command sources with the same categorical priority shall be listed in order of relative priority.
- The list of operational command sources shall include:
  - Current pattern and command source
  - Manual pattern
  - Regional patterns
  - Special events
  - Responsive patterns
  - Adaptive patterns
  - Time-of-day patterns

A3.1.8: Time-Space Diagram

- The system shall support the display of a time-space diagram.
- The user shall be provided with a graphical interface for the creation of routes to be used in the time-space diagram.
The configurations.

The timing diagram shall display the relative distance between intersections within the user-defined route.

The time-space diagram shall display the green times produced by the phases configured within the route.

The time-space diagram shall display the green band between intersections based on the design speed of the route.

The time-space diagram shall display either two-way or one-way progression.

A3.1.9: Traffic Controller Timing Editor

The system shall provide a timing editor displaying all programmable timing supported by the traffic controller software.

The timing editor shall provide an intuitive and nested navigation scheme for displaying timing parameters.

The timing editor shall print all or a subset of timing parameters.

The timing editor shall support timing any number of archives and restoration of previously archived parameters.

The timing editor shall permit users to copy timing parameters.

The timing editor shall enable users to create timing templates for multiple intersection configurations.

The timing editor shall permit users to import and export timing.

Exported timing shall be capable of being applied to USB memory and applied to traffic controllers supporting import of timing from USB memory.

System hardware shall include a USB port for easy copying of timing to a Data Key as described in Section 9.2.6 of the Caltrans TEES.

The timing editor shall permit users to run a full timing audit of timing parameters.

The timing audit shall output a report displaying mismatches between the central and controller databases of timing parameters.

The timing audit shall report shall include the values of the mismatched parameters.

The timing audit shall permit users to select the mismatch timing parameters and open the timing editor for further action.

The system shall permit the user to schedule the timing audits and receive notification of timing parameter mismatches between the central and controller databases.

The timing editor shall provide immediate feedback when users have entered invalid data.

The timing editor shall provide immediate feedback when users have unsaved changes.

The timing editor shall support single page or full timing database uploads/downloads to and from the traffic controller.
• Upon downloading timing from the central system to the local controller, the system shall display any and all errors encountered by the system and/or controller during the transaction.
• The timing editor shall display side-by-side comparison of timing parameters from different sources.
• The timing editor shall permit users to compare timing parameters between:
  o Central database vs. controller database
  o Controller “A” database vs. controller “B” database
  o Controller database vs. archived timing
  o Controller database vs. imported timing from external source
• The system shall permit users to import and export timing parameters from any number of controllers.

A3.1.10: Real-time Status Displays for Individual Intersections

• The system shall be capable of displaying detailed individual intersection status. A minimum capability of four individual intersections in individual windows is highly desired.
• The system shall present detailed real-time signal controller status displays which include:
  o Operational status (free, coordinated, adaptive coordination)
  o Active pattern
  o Active cycle length
  o Active offset
  o Master cycle timer
  o Local cycle timer
  o Vehicle phase calls
  o Pedestrian calls
  o Vehicle detector status
  o Pedestrian detector status
  o Phase status
  o Overlap status
  o Preemption status (emergency vehicle, transit, and/or rail)
  o Alarm status
  o Current date-time
  o Configured SPM status
• The real-time signal controller status shall be viewable within an aerial depiction of the intersections geometry.
  o The aerial display shall support user-defined backgrounds in format of png, bitmap, jpeg, gif, and/or tiff.
  o The aerial display shall permit users to place the precise location of status objects.
  o The aerial display shall depict the actuation of individual vehicle detectors.
• The system shall permit the user to activate the aerial display from within the system wide and/or sub-system displays.
• The real-time signal controller status displays shall permit users to issue the following commands to test intersection performance:
  • Phase calls (detector inputs)
  • Pedestrian calls
  • Emergency preemption calls

A3.1.11: Event Notifications
• The system shall provide event notifications for traffic controller and arterial link alarms.
• System administrators shall be permitted to select users to receive special event notifications.
• Users shall receive notifications when alarms are added and removed.
  • Users shall receive notification via their system assigned email address or via text messaging.
• System administrators shall be permitted to identify the controllers and arterial links for which notifications will be issued.
• Traffic controller events from which notifications shall be issued include:
  • Coordination alarms (coord fail and coord fault)
  • Cycle fail
  • Critical alarms
  • Vehicle detector fault
  • Pedestrian detector fault
  • External alarms
  • Local override
  • Manual plan activation
  • Preemption events
  • Cabinet flash
• Arterial link events from which notifications shall be issued include:
  • Congestion events
  • Occupancy events
  • Speed events

A3.1.12: Failure Notification
  1. The system shall immediately notify maintenance and operations staff of alarms and alerts.
  2. The system shall maintain a complete log of alarms and failure events.

A3.1.13: Central Scheduler
• The system shall provide a single interface for all centrally scheduled events.
• The central scheduler shall permit users to purge and aggregate data from the system database.
• The central scheduler shall permit users to collect logs from signal controllers on a recurring interval defined by the user.
  o Logs collected by the central scheduler shall include:
    ▪ Volume, occupancy, and speed
    ▪ Split MOE
    ▪ Speed
    ▪ General traffic controller log of all events
  o Users shall be permitted to identify and select any number of controllers from which to collect logs.
• The central scheduler shall permit users to issue a date/time broadcast to any number of signal controllers.
• The central scheduler shall permit users to audit the date/time from any number of signal controllers.
• The central scheduler shall permit users to automatically audit signal timing and report discrepancies between the central database and controller database.
• The central scheduler shall permit users to run traffic adaptive and/or traffic responsive operations.
• The central scheduler shall permit users to execute user-defined coordination patterns/plans.
• The central scheduler shall permit users to define special events which have higher priority over normal time-based operations.

A3.1.14: Security

The traffic signal system software shall provide and maintain a security system to prevent unauthorized access to the system. Operator privileges shall be definable on a functional level. The security levels shall include, at a minimum: view only, upload only, download only, and full access and System Supervisor Administration Access.

Each operator shall have a privilege level defined by the traffic management center supervisor. The level shall define the specific functions that the particular operator is authorized to perform. For example, a particular operator may be given the ability to view all reports, but not to modify some or all levels of the database. This shall allow for any number of different levels of operator access capability. The system administrator level shall have full access to the system as well as the responsibility for maintaining account and privilege level masks.

The traffic signal system software shall validate the code against an encrypted database of authorized operators. Successful completion of the log-in shall result in execution of a session start-up procedure. The start-up procedure shall establish the privileges, object menu options, windows, and tools the operator may utilize. Any functions that a particular operator is not authorized to access shall either not be shown or shall be “grayed out” so that the operator can easily distinguish the functions to which he/she has access.
Local area network (LAN) access shall support full functionality for engineering and field staff to access system functions in the same fashion they could access them from the AMTS master.

Unsuccessful log-in attempts shall be logged to the traffic signal system software log.

A3.1.15 Preemption and Priority

1. The system shall accommodate emergency vehicle preemption technology used by the Agency.

2. The system shall accommodate and support transit signal priority operations.

A3.2: MODES OF OPERATION

A3.2.1: Time-of-Day Schedule

- The system shall permit users to define time-based traffic controller operations.
- Time-based operations may be downloaded to each signal controller and implemented by the controller.
- Controller time clocks shall be synchronized with the ATMS master once per day at a User-programmable time.
- The system shall permit users to issue patterns/plans from the central scheduler.
- The system shall permit users to define levels of priority for each time-based schedule.

A3.2.2: Pedestrians

1. The system shall permit the use of phase splits smaller than pedestrian time to accommodate smaller cycle lengths where pedestrian service is infrequent. Upon servicing the full duration of pedestrian time, the controller shall recover coordination.

2. The system shall permit users to reduce specific phases when servicing pedestrian time longer than the programmed phase split time. This option provides the ability to avoid a cycle-overrun and subsequent recovery when servicing pedestrian time that is longer than phase split time;

3. The system shall permit users to define the amount of time to be reduced from each phase upon servicing a pedestrian cycle over-run.

2. The system shall permit the use of phase split times that accommodate the full duration of pedestrian walk and clearance time as to prevent the need for cycle recovery.

3. The system shall accommodate early or delayed start of walk and exclusive pedestrian phases.

A3.2.3: Non-Adaptive Situations

1. The system shall detect traffic conditions during which adaptive control is not the preferred operation, and implement a pre-defined operation while that condition is
present. For example, running free when volumes drop below an operator defined threshold.

2. The system shall permit scheduling of pre-determined operations by time of day.

3. The system shall permit the operator to over-ride adaptive operation.

4. The system shall permit implementation of Peer-to-Peer synchronization
   - The system shall be capable of implementing Peer-to-Peer synchronization when traffic conditions meeting user-defined criteria;
   - The system shall be capable of implementation Peer-to-Peer synchronization per time-of-day schedule;
   - The system shall permit users to manually implement Peer-to-Peer synchronization.

A3.2.4: System Responsiveness

The system shall modify the ATCS operation to closely follow changes in traffic conditions.

- The system shall constrain the selection of cycle lengths to those that provide acceptable operations, such as when two-way progression solutions are desired;
- The system shall permit users to define the frequency of changes in adaptive signal timing parameters;
- The system shall permit users to define the number of phase demand events that shall indicate the presence of a trend in phase demand;
- The system shall permit users to define the amount of split utilization that results in no change to phase split time.

A3.2.5: Complex Coordination and Controller Features

The system shall implement the following advanced controller features while maintaining adaptive operation:

- Operate at least 4 overlap phases;
- Permit different phase sequences under different traffic conditions;
- Allow one or more phases to be omitted under certain traffic conditions or signal states;
- Prevent one or more phases being skipped under certain traffic conditions or signal states;
- Allow detector logic at an intersection to be varied depending on local signal states;
- Allow any phase to be designated as the coordinated phase;
- Allow the operator to specify unused time from a preceding phase to be used by the next phase in sequence or coordinated phases;
• Allow the controller to respond independently to individual lanes of an approach. This may be implemented in the signal controller using extension/passage timers, which may be assignable to each vehicle detector input channel. This may allow the adaptive operation to be based on data from a specific detector, or by excluding specific detectors;

• Allow flexible timing of non-coordinated phases (such as late start of a phase) while maintaining coordination;

• Allow Protected/permissive phasing and alternate left turn phase sequences;

• Use of flashing yellow arrow to control permissive left turns and right turns.

A3.2.6: Monitoring and Control

1. The system shall monitor and control all required features of adaptive operation from the following locations:
   • Agency’s Traffic Management Center;
   • Agency Yard/Maintenance facility;
   • Remote facilities operated by Agency;
   • Local controller cabinets (local intersection only).

2. The system shall provide user access to the database management, monitoring and reporting features and functions of the signal controllers and any related signal management system from the access points defined for those system components.

3. The system shall provide access to the traffic signal system and adaptive with the aid of graphics, menus and tables.

A3.2.7: Traffic Responsive Operations

• The system shall support traffic responsive operations.

• Users shall define the groups of intersections for traffic responsive coordination.

• The traffic responsive routine shall utilize data collected from user-defined system detectors to select a timing pattern/plan that is best suited for the traffic conditions.

• Users shall be able to define the volume and occupancy thresholds that best suit each coordination pattern/plan.

• Traffic responsive shall utilize a user-defined “lockout” period to prevent excess transitions.

• The system shall provide a graphical interface depicting the user-defined volume or occupancy thresholds and reported volume or occupancy from field detectors.

• Traffic responsive features shall include a capability to keep an arterial in coordination beyond the scheduled times if volume and occupancy thresholds indicate the plan should remain in operation.
A3.2.8: Traffic Adaptive Operations

Adaptive traffic control systems (ATCS) shall conform to “Adaptive Control Systems: Domestic and Foreign State of the Practice”, Chapter 3, (NCHRP Synthesis 403). Specific system names mentioned in NCHRP 403 will be ignored by City staff when evaluating proposals. ATCS use detector data to determine the characteristics of traffic approaching a traffic signal and then adjust the signal timings according to real-time predictive algorithms in order to optimize their performance. Adjustments shall be made approximately once per cycle.

The main benefits of ATCS technology to be provided include:

- Continuously distribute green light time equitably for all traffic movements according to volume-to-capacity ratios or saturation
- Improve travel time and travel time reliability by progressively moving vehicles through green lights
- Reduce congestion by creating smoother flow
- Accommodating planned or unplanned events in real time such as collisions, special events, or lane closures for construction.
- Provide cycle lengths that are appropriate for the shoulders of the peak periods and peak-of-the-peak, as may not be possible with time-of-day interconnect.

In the case where a traffic signal operated by another agency is in the middle of a coordinated grouping, and that agency is not willing to participate in adaptive coordination, the ATMS shall allow switching to time-of-day coordination with minimal key strokes.

A3.2.8.1: Network Characteristics

1. The system shall be capable of running adaptive signal control of all traffic signals concurrently.
2. The system shall adaptively control a minimum of 8 independent groups of signals.
3. The system shall adaptively control a minimum of 30 individual signals.

A3.2.8.2: Cycle Length Optimization

The system shall calculate optimum cycle length according to the user specified coordination strategy.

- The system shall limit cycle lengths to a user-specified range (minimum/maximum cycle length);
- The system shall limit changes in cycle length to not exceed a user specified value;
- The system shall permit the user to program different maximum cycle lengths for different levels of traffic volumes;
• The system shall permit the cycle length increase or decrease beyond the incremental change limit when traffic conditions meet user specified criteria.

A3.2.8.3 Phase Split Optimization

1. The system shall calculate phase lengths for all phases at each signal controller to suit the current coordination strategy.

2. The system shall be capable of adjusting the phase split-cycle ratio as the phase demand increases or decreases (equitable distribution).

3. The system shall be capable of calculating phase green times in splits or force-offs.

4. The system shall be capable of adjusting splits so left turn pocket queues are served and queue spillover into adjacent through lanes is eliminated within one cycle.

A3.2.8.4 Offset Optimization

1. The system shall calculate offsets to suit the current coordination strategy for each signal controller within a coordinated group.

2. The system shall measure the ratio of directional volume and calculate the appropriate mode of progression.
   • The system shall determine if progression shall be preferential for the favored direction, semi-preferential or balanced for each direction.
   • The system shall make use of real-time link speed or user-defined design speed in offset optimization.

A3.2.8.5 Benefit requirements for Adaptive:

• Performance Requirements
   o Provide travel times equal to or better than time-of-day during average peak period conditions, as indicated by peak hour volumes
   o Provide reduced average daily travel times of five percent or more compared to current conditions.

• Verification Plan
   o The selected vendor shall collect travel time information for at least three runs in each direction during the morning, midday, and evening peak hours, and one run per hour during the remaining hours of the day from 6:00 am to 8:00 pm. Travel time data of current conditions, the “Before” runs, shall be collected no earlier than 30 calendar days before the Adaptive system is initiated. Travel time data of conditions with the adaptive system in operation, the “After” runs, shall be collected no later than 30 calendar days after the adaptive system is initiated, and at the same times of day the “Before” data was collected.

• Validation Plan
   o Reporting shall include a summary report of the findings with an appendix of travel time data presented in an easy to follow format.
Reporting shall also include a plot of cycle lengths selected by the adaptive system from 6:00 am to 8:00 pm on a typical day.

City staff will conduct independent travel time runs to validate vendor data.

Should the selected system fail to meet performance requirements the vendor will be notified and given 30 days to improve system performance. Additional travel time data collection and reporting will be provided at no cost to the City. Should the selected system continue to fail to meet performance requirements, City reserves the right to withhold further payments to vendor until performance is improved.

A3.3: ACCESS AND SECURITY

A3.3.1 User Access

- The system shall require users to login before gaining access to the application.
- The system shall require System Administrators to create unique usernames and passwords for each system user.
- The system shall permit System Administrators to define password complexity and length.
- The system shall permit System Administrators to define password expiration timeframes.
- The system shall allow System Administrators to assign user to Access Levels which define the user’s permissions within the application.
- At a minimum, CSS shall enforce the following user permissions:
  - System configuration
  - Broadcast controller date/time
  - Import/Export device timing
  - Save/edit device timing
  - Set vehicle/ped calls
  - Set preemption calls

A3.4 EVENT LOGS AND REPORTS

A3.4.1 System event logs

- The system shall store a database record of the following events:
  - Signal controller alarms:
    - Cabinet flash
    - Stop-time
    - External alarms
    - Local override
    - Keyboard entry
    - Coordination alarm (NTCIP controllers only)
    - Detector fault
- Offline
  - Signal controller operating mode:
    - Coordinated
    - Transition
    - Free
    - Software flash
    - Preempt
      - EV preempt
      - Transit priority
  - The system shall log events related to user activity, such as:
    - Login / logoff
    - Timing parameter modifications
    - User commands to traffic controller
    - System configuration changes
  - The system shall provide a communication error log.
    - The communications error log shall depict the total number of polls, poll errors, total messages, and total message errors of each signal controller defined in the system.

A3.4.2 Performance Reporting

1. The system shall automatically monitor the adaptive signal control operation.
2. The system shall store and report data used to calculate signal timing and have the data available for subsequent analysis. Data shall be stored for a minimum of 30 calendar days, with a user-settable schedule for deleting older data.
3. The system shall store and report data that can be used to measure traffic performance under adaptive control.
4. The system shall store all operational data and signal timing parameters calculated by the adaptive system, including cycle lengths, splits, and offsets. Data shall be stored for a minimum of 30 calendar days, with a user-settable schedule for deleting older data.
5. The system shall be able to report the exact state of signal timing and input data for a specified period, to allow historical analysis of the system operation.
6. The system shall generate historic and real time reports that effectively support operation, maintenance and reporting of system performance and traffic conditions.

A3.4.2.1 Volume Occupancy Speed Reports

- The system shall store and provide reports for System Detector Volume, Occupancy, and Speed.
The system detector VOS report shall permit users to define the date/time period of the report.

The system detector VOS report shall permit users to define the period for which system detector data will be aggregated ranging from 1 minute to 60 minute intervals.

The system detector VOS report shall permit users to select the central system or signal controller as the source of the VOS records.

- The system shall store and provide reports for Arterial Link Volume, Occupancy, and Speed.

  - The link VOS report shall permit users to define the date/time period of the report.
  - The link VOS report shall permit users to define the period for which system detector data will be aggregated ranging from 1 minute to 60 minute intervals.
  - The link VOS report shall permit users to select the central system or signal controller as the source of the VOS records.

A3.4.2.2 Split Measures of Effectiveness

- The system shall provide a split MOE report containing the following information:
  - Programmed split of each phase for each cycle
  - Split utilization of each phase for each cycle
  - Active pattern for each cycle
  - Cycle length of each cycle

- Reason for phase termination of each phase for each cycle, including:
  - Phase not serviced
  - Coord. force-off
  - Vehicle gap out
  - Vehicle max out
  - External force-off
  - Ped extend

A3.4.2.3 Turning Count Movement Report

- The system shall provide a turning count movement report to the extent possible given detection capabilities.

  - The system shall permit users to define the date and time range of the turning count movement report.
  - The turning count movement report shall be exportable to PDF.
  - The turning count movement report shall aggregate data in 15 minute intervals.
  - The turning count movement report shall provide a graphical chart illustrating the volume of each movement/approach for the time period specified by the user.

- At intersections with video detection, the system shall be capable of reporting up to 64 counted volumes per intersection, including bicycle and detection.
A3.4.2.4 Peak Hour Volume Report

- The system shall provide a peak hour volume report.
  - The system shall permit users to define the date of the peak hour volume report.
  - The peak hour volume report shall be exportable to PDF.
  - The peak hour volume report shall aggregate data in 15 minute intervals.
  - The peak hour volume report shall automatically identify the peak hour volume for A.M., Midday, and P.M.
  - The peak hour volume report shall sum the volume of each approach for the peak hours.
  - The peak hour volume report shall provide a graphical chart illustrating the volume of each 15 minute period for the date specified by the user.

A3.5 SYSTEM INTEGRATION AND TRAINING

Vendor shall provide software, hardware and integration services that allow fully functional operations as described herein, including:

- ATMS workstation where the equipment is located including two monitors with a minimum 24-inch diagonal size with monitor stands capable of raising the monitors above the desktop up to 12-inches
- Engineering laptop connected to the ATMS workstation via the City’s computer network with 15-inch minimum screen size
- Field laptop connected to the ATMS workstation via an Ethernet port at a City intersection or wireless through a LAN or cell connection, within minimum 15-inch screen size
- Purdue SPM reporting

Training shall include:

- An eight-hour session for City engineering staff on all system features and components excluding adaptive operations.
- A four-to-eight hour session on configuring and using SPM information.
- A four-hour session for field staff focused on individual intersection operations including uploading and downloading timing plans.
- A four-hour session with City IT staff discussing ATMS communications protocols, troubleshooting, and password parameters.

The Contractor shall be responsible for the complete connection and integration of all the systems and subsystems described in this Request. This includes the communications and interaction between and across the different systems as described below. In general, the systems connection and integration for this item shall include, but not be limited to the following:

- Make all the physical and logical connections between each of the TMC systems and subsystems
• Configure, integrate and test all TMC network switches and routers.
• Prepare network IP address assignments using the IP block address that shall be provided by the City
• Integrate all TMC systems and subsystems to function as a complete and fully operational TMC system between and across all subsystems
• Integrate all the TMC systems and subsystems will all the intersections and field equipment that are interconnected within the City’s ITS system.

Provide any required traffic signal controllers and associated software for each intersection connected to the central traffic signal system plus five (5) additional spare traffic signal controllers and software to facilitate communications to the field units.

The Contractor shall prepare Integration Test Plans for all end to end functions between and across each of the subsystems. The Test Plans shall thoroughly test all functions that relate to the full integration and connection of the various ATMS subsystems and systems. The Test Plans shall test the following items at a minimum:

• Connectivity tests
• Data Exchange Tests
• Load tests
• Functionality tests

The Test Plans shall include details for the following:

• Test Setup
• Test Scripts
• Test Oversight and Witnessing (i.e., roles and responsibilities)
• Test Reports
• Pass/Fail Criteria
• Test Dependencies

During the system connection and integration testing, the City may verify correct operation or configuration of the subsystem with other operational equipment or infrastructure owned by the City.

A3.6 SYSTEM DEMONSTRATION

Rohnert Park staff do not anticipate regular usage of the ATMS. Use of the ATMS may vary as much as once per week to once per year. As such, an opportunity to evaluate the user interface is essential and part of the selection process will simulate use of the ATMS after a long gap when staff may not remember detailed procedures.

A3.6.1 Demonstration

Vendor ATMS submittals will be screened to short-list the two highest-ranked systems. Short-listed system vendors will be invited to meet with City staff and evaluation
committee members to demonstrate the systems. The meeting will consist of two parts:

1. A brief introduction of system topology from the vendor via an on-line training tutorial (no live coaching) followed by a staff evaluation of the user interface. The evaluation will be structured to simulate a typical use of the system in Rohnert Park after a 3- to 6-month break from using the system.

2. A presentation of the system by the vendor focused on operator training with a time frame of 30 minutes or less, followed by 30 minutes of discussion. Vendors will be encouraged to follow up on part 1 successes and frustrations.

The system demonstration may be held at City offices or vendor facilities, at the option of the vendor. If the demonstration is to be held at vendor facilities and travel involves more than a 3-hour drive, travel arrangements shall be made and travel costs shall be borne by the vendor. In no event shall total travel time extend beyond 10 hours.

The intention is to use typical equipment that may be installed in Rohnert Park but no equipment that is operating a live traffic control device.

A3.6.2 Evaluation

Understandably, your proposed ATMS will be complex. To evaluate your product, we ask that setup a system for us to evaluate its capabilities and intuition (how easy is it to use). During the evaluation process, these tasks will be done by City’s representatives:

- Determine the ADT at two locations;
- Review video footages of the previous day;
- Determine the cause of a traffic signal malfunction (or troubleshooting); and
- Download timing sheet.

We want this to be a blind test. Since evaluations will result into points given, we will deduct one point for each unsolicited assistance from you.

A3.7 REFERENCES

Vendors shall submit references from at least five client agencies currently operating the same ATMS as proposed or a recent and similar release. References from public agency staff near Rohnert Park (within a two hour drive) are preferred, to facilitate participation in a user group.

A3.8 COST/SCHEDULE

The City is interested in assessing the overall cost of synchronizing all the traffic signals within the City limits. For this reason, staff is asking for the following information:

- Procurement Cost of your ATMS (including product setup and training up to 10 individuals selected by the City);
• Yearly maintenance cost of your product of 16 intersections. Please note that upon procuring of your product, a system has not been setup yet. We envision that it will take place within 2018. For this reason, we prefer that the yearly maintenance cycle would not start until the next phase of implementation is completed.

• Unit cost for hardware upgrade to each traffic signal cabinet. Note that we indicated that 16 intersections will be selected to be upgraded. A list of these cabinets and components is listed in Attachment A.

Please note that the City desires to synchronize 20 traffic signals, but 4 of those are in Caltrans jurisdiction. These will be coordinated via GPS clocks, and not part of this RFP.

CITY RESPONSIBILITIES

Provide a "City Representative", who will represent the City and who will work with the selected vendor in carrying out the provisions of the RFP. The representative will communicate with the Vendor on a regular basis and provide the following:

• Examine documents submitted to the City by the Consultant/Contractor and render timely decisions pertaining thereto.
• Give reasonably prompt consideration to all matters submitted by the Consultant/Contractor for approval to the end that there will be no substantial delays in the Consultant/Contractor’s program of work.
• Process invoices submitted by Consultant/Contractor
• Provide Consultant/Contractor with surveys, maps and other documentation, if available and necessary for completion of Consultant/Contractor’s work.
• Provide Consultant/Contractor with information for the project area.
• Act as coordinator between Consultant/Contractor and other City representatives.
• City Record improvement drawings as necessary for design/construction.
EVALUATION CRITERIA

Proposals will be evaluated for the following categories:

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<thead>
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<th>Weighting Factor</th>
<th>Score</th>
<th>Weighted Score</th>
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<tr>
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Consistent Services Agreement

This Agreement is entered into as of the <<day>> day of <<Month>>, 20<<last two digits of year>>, by and between the CITY OF ROHNERT PARK (“City”), a California municipal corporation, and <<Name of Consultant>> (“Consultant”), <<insert type of entity – corporation, limited partnership (LP), limited liability company (LLC), sole proprietorship with or without a fictitious business name (dba or doing business as), et.; include the state of formation for any entity – i.e. “a California corporation”

Recitals

WHEREAS, City desires to obtain <<insert brief description of the task or project that is intended to be completed through this Agreement>> services in connection with <<insert project this Agreement is related to>>; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. City. The City Manager or his/her designee, shall represent City for all purposes under this Agreement. The <<insert title of staff member who will serve as Project Manager>> is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. The Consultant shall assign <<insert name of person Consultant is assigning to project>> to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services
A. **Scope of Services.** Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Work” attached hereto as Exhibit A and incorporated herein by reference.

B. **Time of Performance.** The services of Consultant are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. The services of Consultant are to be completed not later than ______________________________ << insert completion date >>. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit A, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit A must be approved in writing by the Project Manager.

C. **Standard of Quality.** City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. **Compensation and Method of Payment.**

   A. **Compensation.** The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit B, and incorporated herein by reference. However, in no event shall the amount City pays Consultant exceed ______________________________ << insert written dollar amount >> Dollars ($____________). Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

   B. **Timing of Payment.**

   Consultant shall submit itemized monthly statements for work performed. City shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

   C. **Changes in Compensation.** Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

   D. **Taxes.** Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

   E. **No Overtime or Premium Pay.** Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours
per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. **Litigation Support.** Consultant agrees to testify at City’s request if litigation is brought against City in connection with Consultant’s work product. Unless the action is brought by Consultant or is based upon Consultant’s negligence, City will compensate Consultant for the preparation and the testimony at Consultant’s standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. **Amendment to Scope of Work.** City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

6. **Term.** This Agreement shall commence upon its execution by both parties and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. **Inspection.** Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. **Ownership of Documents.** Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

9. **Employment of Other Consultants, Specialists or Experts.** Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

10. **Conflict of Interest.**
A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant’s performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and

(2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the City), indemnify, and hold harmless the City, its officers, elected officials, employees, agents, and volunteers from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of City. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant’s duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement.
13. **Consultant Not an Agent of City.** Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

14. **Independent Contractor.** It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City’s employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. **Compliance with Laws.**

   A. **General.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Except as otherwise allowed by City in its sole discretion, Consultant and all subconsultants shall have acquired, at their expense, a business license from City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code prior to City's issuance of an authorization to proceed with the Services. Such license(s) must be kept valid throughout the term of this Agreement. The City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

   B. **Workers’ Compensation.** Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

   C. **Prevailing Wage.** Consultant and Consultant’s subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City’s office of the City Clerk.

   D. **Injury and Illness Prevention Program.** Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

   E. **City Not Responsible.** City is not responsible or liable for Consultant’s failure to comply with any and all of its requirements under this section and Agreement.

   F. **Waiver of Subrogation.** Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees,
agents and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for the City.

16. **Confidential Information.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City, or as required by law.

17. **Assignment; Subcontractors; Employees**

   A. **Assignment.** Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

   B. **Subcontractors; Employees.** Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. **Insurance.** Without limiting consultant’s indemnification provided herein, Consultant shall comply with the requirements set forth in Exhibit C to this Agreement.

19. **Termination of Agreement; Default.**

   A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon 5-days’ written notice to Consultant.

   B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant.

   C. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such
termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

20. **Suspension.** The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

21. **Merger; Amendment.** This Agreement constitutes the complete and exclusive statement of the agreement between the City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

22. **Interpretation.** This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. **Litigation Costs.** If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys’ fees, to the prevailing party. In awarding attorneys’ fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys’ fees paid or incurred in good faith.

24. **Time of the Essence.** Time is of the essence of this Agreement.

25. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City:

    City Manager
    City of Rohnert Park - City Hall
    130 Avram Avenue
    Rohnert Park, CA 94928

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26. **Consultant’s Books and Records.**

   A. 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 and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

   B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant’s address indicated for receipt of notices in this Agreement.

   C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager’s office.

27. **Agreement Binding.** The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. **Equal Employment Opportunity.** Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. **City Not Obligated to Third Parties.** The City shall not be obligated or liable for payment hereunder to any party other than the Consultant.
30. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

32. **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein by this reference:

   A. Exhibit A: Scope of Work and Schedule of Performance
   
   B. Exhibit B: Compensation
   
   C. Exhibit C: Insurance Requirements

33. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

34. **News Releases/Interviews.** All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the City.

35. **Applicable Law; Venue.** This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

36. **Authority.** Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

37. **STATEMENT OF ECONOMIC INTEREST.** If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under
this Agreement to complete and file a “Statement of Economic Interest” with the Clerk of the City of Rohnert Park disclosing Consultant and/or such other person’s financial interests.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

By: _________________________________
    City Manager {NOTE: Change if necessary}

Date: ________________________________

Per Resolution No. [20__] adopted by the Rohnert Park City Council at its meeting of <<Date of meeting>>.

{NOTE: If this agreement did not go to Council for approval, then change this to “Per Purchasing Policy adopted by Resolution 2016-51.”}

CONSULTANT

By: _________________________________
    Title: ________________________________

Date: ________________________________

CONSULTANT

By: _________________________________
    Title: ________________________________

Date: ________________________________

ATTEST:

By: _________________________________
    City Clerk

APPROVED AS TO FORM:

By: _________________________________
    City Attorney
EXHIBIT A

Scope of Work and Schedule of Performance

[to be inserted]
EXHIBIT B

Compensation

[to be inserted]
EXHIBIT C

INSURANCE REQUIREMENTS for Consultant Services Agreement

Re: _____________________________________

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance: {NOTE: verify minimum limits for G.L, Auto, and Professional Liability/Errors & Omissions coverage with Risk Manager}

General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $2,000,000 (Two Million Dollars) per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person. {NOTE: May need to delete workers’ compensation and employer’s liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees}

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $2,000,000 (Two Million Dollars) per claim and in the
aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant.

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.

4. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to
obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

11. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

12. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

15. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

16. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

18. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.

19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

22. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

23. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
CERTIFICATE OF CONSULTANT {NOTE: Consultant must fill this out and sign.}

I HEREBY CERTIFY that I am the ________________________________, and a duly authorized representative of the firm of ________________________________, whose address is ____________________________________________, and that neither I nor the above firm I here represent has:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

_________________     _________________ __________________
Date      Signature