

METROPOLITAN
TRANSPORTATION
COMMISSION

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
E-MAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Adrienne J. Tissier, Chair

March 5, 2012

Amy Rein Worth, Vice Chair Cities of Contra Costa County

CALL FOR PROJECTS

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Program for Arterial System Synchronization (PASS) FY 12/13 Cycle

Tom Bates
Cities of Alameda County

David CamposCity and County of San Francisco

Dave Cortese Santa Clara County

Bill Dodd Napa County and Cities

Dorene M. Giacopini
U.S. Department of Transportation

Federal D. Glover Contra Costa County

Mark Green Association of Bay Area Governments

> Scott Haggerty Alameda County

Anne W. Halsted San Francisco Bay Conservation and Development Commission

> Steve Kinsey Marin County and Cities

Sam Liccardo Cities of Santa Clara County

> Jake Mackenzie Sonoma County and Cities

Kevin Mullin
Cities of San Mateo County

Bijan Sartipi State Business, Transportation and Housing Agency

> James P. Spering Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Steve Heminger Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Cities and Counties San Francisco Bay Area

The Metropolitan Transportation Commission (MTC) invites your agency to submit applications for the FY 12/13 Cycle of the Program for Arterial System Synchronization (PASS). Technical assistance will be provided to Bay Area jurisdictions with retiming traffic signal systems that include signals from multiple jurisdictions, interact with freeways and state highways, operate on corridors with established regional significance, provide transit priority, or have been developed in conjunction with other regional programs. Successful applicants will receive technical assistance from MTC's consultants for development and implementation of new traffic signal coordination plans. The budget for the FY 12/13 Cycle is \$1.25 million in federal funds, with the local matching funds provided by MTC.

Application Due Date

Interested agencies must submit five (5) hard copies <u>and</u> a scanned PDF (via email) of their application (<u>Appendix C</u>) including supporting documentation, by **5:00 P.M.**, **Tuesday, April 10, 2012.** Applications received after that date and time will not be considered and will be returned to the sender. Faxed or Emailed applications without the five hard copies will not be accepted or considered. The electronic version (MS Word) of the project application may be requested from the MTC Program Manager or downloaded from the MTC website at: http://www.mtc.ca.gov/funding/.

MTC Program Manager Contact

Completed applications and all inquiries related to this Call for Projects should be submitted to the Program Manager at the address shown below. For inquiries, you may also call 510.817.5936 or e-mail vtabjulu@mtc.ca.gov.

Vamsi Tabjulu
Arterial Operations Program Manager
Metropolitan Transportation Commission
101 Eighth Street
Oakland CA 94607-4700

1 Introduction

The purpose of the Program for Arterial System Synchronization (PASS) is to provide technical and financial assistance to Bay Area agencies to help improve the safe and efficient operation of certain traffic signal systems and corridors. The Transportation 2035 Plan provides approximately \$1.25 million per year in CMAQ funds for traffic signal coordination under PASS. MTC will administer and manage this program, but the primary responsibility for the operation and retiming of traffic signals resides with the agency that owns them. Projects are defined by local agencies, evaluated by MTC staff, and assigned to consultants retained by MTC.

Under this regional program, technical assistance and financial support will be focused on traffic signal system projects that:

- 1. Interact with freeways and state highways;
- 2. Involve traffic signals from multiple jurisdictions;
- 3. Operate on corridors with established regional significance;
- 4. Provide priority for transit vehicles; and
- 5. Have been developed in conjunction with other regional programs.

1.1 Goals and Objectives

The goals and objectives of the PASS are as follows:

- 1. Establish and maintain communications between systems owned by Caltrans and local agencies. This could entail provision of GPS units, signal interconnect cable, or other technology to enable two-way communication and coordination, as well as retiming the signals once the new communications system is activated.
- 2. Coordinate local and state-owned signal systems, and retime signal systems in response to changes to the state-owned system. This would include changes resulting from freeway widening, reconfiguration of interchanges or intersections, implementation of ramp metering, or altering the lane configuration on state highways.
- 3. Retime traffic signal systems to support priority for transit vehicles. This would include active priority through signal preemption systems and passive priority through signal timing plans, and could include providing transit vehicles with rapid access/egress from major transit hubs.
- 4. Retime traffic signal systems in conjunction with other established regional programs, such as Safe Routes to Schools, Safe Routes to Transit, Complete Streets, the Transit Performance Initiative, SMART corridors, and Incident Management.

Typical tasks performed under the PASS to meet the above goals and objectives include, but are not limited to, the following:

- 1. Improve reliability and predictability of travel along arterial roads.
 - Develop and implement signal coordination plans (a.m., p.m., and/or midday) that reduce travel time and delay on corridors that contain state and local signals.

- Collect peak period turning movement counts at all study intersections, including pedestrian and bicycle counts, and seven-day 24-hour machine counts at strategic locations to determine periods of coordination.
- Develop and implement signal coordination plans based on the throughput of people rather than vehicles.
- Develop and implement flush plans for arterials that are used as diversion routes in the event of freeway incidents, in conjunction with other incident management actions.
- Develop and implement optimized actuated settings for fully actuated signals to minimize queuing during non-peak periods.
- 2. Improve air quality through decreased motor vehicle emissions and fuel consumption.
 - Develop and implement signal coordination plans that reduce starts and stops and promote uniform travel speeds.
 - Develop and implement transit signal priority plans to make transit a more attractive travel option.
- 3. Improve the safety of motorists, pedestrians, and bicyclists.
 - Collect pedestrian and bicyclist volume data at the same time as vehicle count data at intersections to be coordinated.
 - Develop and implement signal coordination plans that promote uniform travel speeds, thereby reducing rear-end collisions.
 - Review existing pedestrian crossing times and bicycle detection at intersections to be coordinated, and recommend adjustments as necessary.
 - Review collision history for patterns that are susceptible to correction through signal timing and recommend adjustments as necessary.
- 4. Provide streamlined program administration and project management.
 - Provide high-quality technical assistance in a cost-effective manner.
 - Require local agency review and approval of timing plans prior to implementation.
 - Provide a peer review option to small agencies that do not have in-house traffic engineering staff.
 - Use data on the quality of the deliverables and the number of projects completed within schedule and budget to guide assignment of projects to consultants in subsequent cycles.
 - Facilitate interagency communication and coordination.

2 Eligibility

The applicant for PASS funds must be a Bay Area public agency, and must either be an owner of the traffic signal system addressed in the application, or authorized to act on behalf of multiple agencies (e.g., a smart corridor) that own the traffic signal system(s) addressed in the application. For an applicant to apply on behalf of other agencies, the applicant must have the other agencies sign the application or submit letters of support for the proposed project that authorize the applicant to apply on their behalf. It is the responsibility of each applicant to ensure all local funding and approval requirements are met.

Applicants for projects that involve Caltrans traffic signals do not need to submit letters of support or signatures from Caltrans since these applications will be reviewed by MTC and Caltrans after submission. Project sponsors are required, however, to notify the appropriate

Caltrans traffic operations staff about their PASS application if it includes Caltrans signals. If any additional information is needed from Caltrans to complete the application, the project sponsor must coordinate with Caltrans at least two weeks in advance of the application submittal deadline.

All agencies that are involved in a project must also satisfy the following requirements:

- 1. Indemnify MTC by signing an indemnification agreement begins;
- 2. Provide staff time to review and approve project deliverables as per the schedule;
- 3. Provide staff to install any GPS clocks for their signals;
- 4. Provide staff time to assist consultants with implementing timing plans;
- 5. Commit to completing the project within one year of the award date; and
- 6. Notify MTC if there are issues after the field implementation and changes are made to the timing plans within one year after the project is implemented.

2.1 Eligible Projects

To be eligible for PASS funds, a project must entail retiming traffic signal systems, consistent with the purposes set forth in *Section 1.1*. As part of the application, the project sponsor must demonstrate how the proposed project meets the goals and objectives described in *Section 1.1*. There is no maximum funding for a project. While there is no maximum number of projects that may be submitted for consideration, it is unlikely that more than two projects will be awarded to the same project sponsor in a year.

In addition to the basic signal coordination, the scope of the PASS program includes providing additional services like incident management flush plans, transit signal priority plans, traffic responsive timing plans, weekend timing plans, additional timing plans, technical studies, feasibility studies, evaluation of transit benefits, etc. These services should be requested by the project sponsor in the application and will be included in the Workscope, Schedule and Budget (WSB), contingent on approval by MTC. The consultant may also be requested to perform these additional services for any projects retimed in the last two years under the PASS FY10/11 or FY 11/12 Cycles. Such services may increase the scope of the work to include additional meetings, additional data collection, field visits, technical analyses, studies, fine-tuning, conditional diagrams, updating Visio coversheets, etc.

Traffic signal retiming projects must involve a minimum of eight signalized intersections with interconnection or reliable time sources, and are currently capable of coordinated operation, unless the project application requests funding for establishing communication. Improvements to communication systems are eligible, but limited to a maximum of \$10,000 per project. Capital improvements funded with PASS federal funds will be limited to communication systems, and will be capped at \$10,000 per project. MTC, at its sole discretion, may approve more funds for this task for the successful completion of any particular project.

 $[\]dagger$ This agreement is valid indefinitely, and the agencies with a valid agreement on file from a PASS FY 10/11 or FY 11/12 project are not required to submit this agreement.

MTC will procure all of the GPS clocks required for the projects. The project sponsors are responsible for installing the clocks at their signals. MTC will coordinate the installation of the clocks at Caltrans signals with the help of their staff and an electrical contractor. MTC will be actively involved in coordinating this task with all stakeholders. The clocks will be owned and maintained by the agency that owns the traffic signal. MTC will also provide spare GPS clocks to Caltrans that can be used to replace any malfunctioning clocks so as to keep the corridor in coordination.

As mentioned in *Section 1*, high priority will be given to those projects that interact with freeways and state highways and involve traffic signals from multiple jurisdictions. Projects that involve traffic signals owned by one local agency are considered to have low priority for PASS funding, unless they are part of a regional program, such as Safe Routes to Schools, Safe Routes to Transit, the Transit Performance Initiative, Complete Streets, SMART corridors, and Incident Management. Projects that satisfy the requirements in *Section 1*, but request only weekend timing plans, have low priority for PASS funding, unless the traffic volumes are equal to or above the weekday peak period volumes. The project sponsor must provide adequate documentation in the application to establish the need for weekend coordination in these corridors. It is the responsibility of the applicants to justify the need for any requested additional services as a part of the project.

2.2 Ineligible Projects

Projects that involve traffic signals that have been coordinated within the past three years are ineligible, unless a change has occurred to the state-owned portion of the system.

Projects that involve development of traffic signal coordination plans for future traffic volumes are also ineligible.

3 Selection Process

3.1 Project Application

The PASS FY 12/13 Application is attached in Appendix C. Applications from prior or for future cycles will not be reviewed or approved. Interested agencies must submit five (5) hard copies and a scanned PDF (via email) of their application (Appendix C) and supporting documentation by 5:00 P.M., Tuesday, April 10, 2012. *Applications received after that date and time will not be considered and will be returned to the sender.* Faxed or Emailed applications without the five hard copies will not be accepted or considered. The electronic version of the project application may be requested from MTC Program Manager or downloaded from the MTC website at: http://www.mtc.ca.gov/funding/. Applications submitted without the requested maps, tables or data in the Application will be considered incomplete and deemed ineligible for a PASS grant.

MTC does not require applicants to furnish proof of permission to apply or to provide the local match to receive a PASS FY 12/13 grant. It is the responsibility of each applicant to ensure all local funding and approval requirements are satisfied before they apply for the PASS grant. For an applicant to apply on behalf of other agencies, the applicant must have the other agencies sign

the application or submit letters of support for the proposed project that authorize the applicant to apply on their behalf. Applicants for projects that involve Caltrans traffic signals do not need to submit letters of support or signatures from Caltrans since these applications will be reviewed by MTC and Caltrans after submission. Project sponsors are required, however, to notify the appropriate Caltrans Traffic Operations staff about their PASS application if it includes any signals owned, operated, maintained or delegated by Caltrans.

3.2 Waiver of Claims and Indemnification

Receipt of a PASS grant is contingent on the local agency's willingness to enter into an agreement with MTC to: (1) waive any and all claims against MTC for any loss liability or damages resulting from this program (directly or indirectly); and (2) indemnify, hold harmless, and defend MTC against any and all third party claims that may result from the agency's participation in the program. This agreement has to be executed by the person authorized to enter into agreements with MTC. An agency that requires peer review assistance will also be required to sign such an agreement in favor of the peer reviewer. The project sponsor and participating agencies (excluding Caltrans) are required to submit two (2) signed originals of this agreement. After executing the agreement one (1) original will be retained by MTC and the other will be mailed for your records. The electronic version (MS Word) of this agreement may be requested from MTC Program Manager or downloaded from the MTC website at: http://www.mtc.ca.gov/funding/.

The term of this Indemnification Agreement shall continue indefinitely, applying to multiple cycles of the program, unless terminated by written notice of either party or superseded with a revised Indemnification Agreement. The primary sponsor and all participating agencies (excluding Caltrans) are required to execute this agreement with MTC. If your agency has executed an agreement for the PASS FY 10/11 or FY 11/12 Cycles, you **do not** have to submit this agreement again. If you have any questions regarding the existence or validity of your agency's agreement, please contact the MTC Program Manager directly.

MTC **strongly** recommends that the agreements be submitted along with the project application. However, agencies have up to thirty (30) days from the date of project approval notification to submit this agreement to MTC **before** any work on the project can begin. Agencies are therefore encouraged to review this agreement with their attorneys **before** submitting the project application to MTC. If this agreement is not submitted before the due date, MTC, at it sole discretion, reserves the right to rescind the project approval and allocate these funds to other projects from the eligibility list.

3.3 Grant Award Notification

The applications are evaluated by MTC and Caltrans staff, to determine projects with high-priority for funding. Successful project applicants will be notified after the approval by the MTC Operations Committee in June 2012. Grants are awarded in the form of Consultant assistance, and MTC directly pays the Consultant at the successful completion of each project deliverable. To maximize the use of available funds for signal coordination, local agency staff costs are not typically reimbursed in part or full under PASS. However, MTC understands some projects with

a large number of signals require a significant amount of local agency staff time, and thus the funding of this task is solely at the discretion of MTC.

Projects that do not receive funding immediately will be placed on eligibility list, in case one or more approved projects can not be pursued. Unsuccessful project sponsors are encouraged to reapply in subsequent cycles of the program to receive funding.

3.4 Consultant Assignment

Project sponsors will be given an opportunity to indicate their consultant preferences in the application. Efforts will be made to assign consultants based on project sponsor preferences, but it is possible that the assigned consultant may not be the sponsor's first preference. MTC will assign project consultants based on the consultants' performance during the prior year, services requested in the application, project sponsor preferences, and equity. MTC will work closely with all of the consultants and stakeholders to ensure the project is successfully completed as per the Scope of Work, Schedule and Budget attached in Appendix A. MTC will seek feedback from all participating agencies and consultants to make changes/enhancements to the program at the end of the project.

MTC reserves the right to withdraw a project grant if the project sponsor is unwilling to work with the consultant assigned for the project.

4 Project Delivery

The assigned consultant contacts the project sponsor, other stakeholders, and MTC to schedule the kick-off meeting for the project. The kick-off meeting provides an opportunity to establish communication channels and protocols; discuss the scope of work, schedule, and budget; gather available information; and discuss the sponsor's goals and signal timing practices with the consultant

All necessary technical correspondence occurs between the project sponsor, other stakeholders, and the consultant. MTC is copied on all technical correspondence. The role of MTC is to ensure that high quality, timely, and within-budget technical assistance is provided for the agreed upon scope of work. Any changes to the scope of work agreed upon at the kick-off meeting are subject to MTC approval and require a revised Workscope, Schedule and Budget.

All agencies that own or operate traffic signals within the project limits, as well as MTC, are required to review consultant deliverables in a timely fashion. MTC's review of deliverables focuses on adherence to the approved scope of work. Consultants are paid for each deliverable by MTC after both the project sponsor and MTC have approved the deliverable and all comments have been addressed. The consultant will directly invoice MTC for all the deliverables completed in the calendar month. Consultants are not permitted to submit more than one invoice in a calendar month without the approval of the MTC Program Manager.

The consultant has to allocate sufficient time for all of the agencies involved to review and comment on the deliverable. Deliverable review time is set during the kick-off meeting. At the completion of each deliverable the consultant has to submit a 'Comment Response Sheet' incorporating the comments received from all agencies and the actions taken to address the comments. Any changes to the agreed upon schedule are subject to MTC approval.

The projects have to be completed within one year of the grant award. Projects with a large number of signals and/or additional services that require an extended schedule have to be approved by MTC. The project sponsors are required to notify MTC if there are issues on the project corridors after the field implementation and changes are made to the timing plans within one-year after the project is implemented.

Please find attached the Appendix A: Scope of Work, Schedule and Budget; Appendix B: Indemnification Agreement; and Appendix C: Project Application. We appreciate your interest in this Call for Projects and look forward to receiving your completed application.

Sincerely,

Andrew B. Fremier

Deputy Executive Director, Operations

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Appendix - A Scope of Work, Schedule and Budget

I. Scope of Work

The services to be performed by Consultant will consist of services requested by the MTC Program Manager or a designated representative including, but not limited to, the following:

0. Program Kick-Off

At the beginning of each annual cycle, Consultant shall meet with the MTC Program Manager to discuss Program guidelines and standardization of services, deliverable formats, and project administration. The deliverables shall be named and formatted as specified by the MTC Program Manager. The program administration guidelines applicable to the particular Cycle of PASS shall be discussed and reviewed at this meeting.

1. Project Start-Up

- 1.1. Project Kick-Off Meeting Consultant shall schedule a meeting with the project sponsor, other involved agencies, and the MTC Program Manager or designated representative to kick-off the project; establish communication channels and protocols; discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals of the project. Specific topics to discuss include the turning movement data collection and times to collect travel time data.
- 1.2. Consultant may be asked to assist the local agencies in completing the Caltrans permit application for installation of GPS clocks. Consultant shall also make any edits to the application upon feedback from Caltrans permit staff. This task shall be considered an additional service and the approx. level of effort shall be included in the WSB.
- 1.3. Consultant may be asked to subcontract an electrical contractor or other firms or agencies with required licenses and expertise to install GPS clocks or other communications equipment at Caltrans signals for certain projects. The subcontractor has to be approved by Caltrans and MTC, and shall be required to secure a Caltrans permit. This task shall be considered an additional service and the Consultant shall be reimbursed for actual costs billed by the subcontractor.
- 1.4. Preparation of a Workscope, Schedule, and Budget Consultant shall prepare a detailed Workscope, Schedule, and Budget (WSB) for review and approval by the project sponsor, other involved agencies, and the MTC Program Manager. Consultant shall finalize the WSB based on comments received from the project sponsor, other involved agencies, and the MTC Program Manager. This deliverable is invoiced after the approval of the Final WSB.

Deliverable 1A: Draft Workscope, Schedule, and Budget Deliverable 1B: Final Workscope, Schedule, and Budget

2. Analysis of Existing Conditions

Consultant shall collect and analyze all information necessary to thoroughly understand existing traffic conditions in the study area and be able to develop optimal time-of-day traffic signal coordination plans and transit signal priority plans, if applicable.

- 2.1. <u>Data Collection</u> Consultant shall collect existing conditions data including, but not limited to, the following:
 - 2.1.1. From the project sponsor and other involved agencies, Consultant shall collect existing timing sheets, existing coordination plans, traffic signal as-built drawings, aerial photos, maps, and collision diagrams for the study intersections, if available.
 - 2.1.2. From the project sponsor and other involved agencies, including transit agencies, if any, Consultant shall collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, leading and lagging left-turn phasing, and conditional service, as well as the timing optimization software preference.
 - 2.1.3. Consultant shall conduct peak period turning movement counts at all study intersections, including pedestrian and bicycle counts, and seven-day 24-hour machine counts (ADT Counts) at strategic locations to determine periods of coordination. All counts shall be taken during times and days that are representative of the times and days for which coordination plans shall be developed. It is preferred that all counts be summarized in MS Excel format or in the format of the project sponsor's preference. It is preferred that Video Data Collection be used for this task as it helps with the validation of the data. Other data collection methods shall be considered based on the preference of the project sponsor or if video data collection is not feasible.
 - 2.1.4. Consultant shall also collect the intersection and corridor-wide collision data for at least three years from the local agencies or other available sources.
 - 2.1.5. Consultant shall include the costs for collecting the seven-day 24-hour machine counts (ADT Counts) as a part of the project at the rate of one ADT count for every four project signals. Any additional counts have to be approved by MTC, and billed at a negotiated rate.
 - 2.1.6. Consultant shall provide to the MTC Program Manager electronic files of all turning movement counts, bicycle and pedestrian counts, ADT counts, collision data, all developed Synchro models, and controller and cabinet photos.
 - 2.1.7. Consultant shall conduct a field review of all study intersections and street segments to verify lane geometry, speed limits, storage lengths, signal phasing, distances between intersections, and crosswalk lengths, unless the information is

- available through other sources such as aerial photos and speed surveys. Consultant shall conduct a field review at key intersections to measure queue lengths and saturation flows for heavy movements.
- 2.1.8. Consultant shall conduct a field review to observe typical traffic patterns during the peak periods for which coordination plans shall be developed. Consultant shall note factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume unsignalized intersections, including interchanges; parking maneuvers; and presence and location of bus stops.
- 2.1.9. Consultant shall verify signal coordination and transit priority capabilities of existing equipment and communications infrastructure. Consultant shall take digital photos of the controller cabinet and the contents of the controller cabinet, unless waived by the system owner and/or MTC. The digital photos may be taken while collecting traffic counts, doing field observations or implementing the timing plans, as per directions from the MTC Program Manager.
- 2.1.10. Consultant shall conduct travel time and delay studies, including the number of stops, during times and days that are representative of the times and days for which coordination plans shall be developed. A minimum of four runs shall be conducted for each direction for each peak period. Travel time and delay studies shall be conducted using the floating car method. The time of performance of the travel time and delay studies shall be defined at the kick-off meeting.
- 2.2. <u>Analysis of Existing Conditions</u> Consultant shall analyze the data obtained from Task 2.1 as follows:
 - 2.2.1. As permitted by the project stakeholders, Consultant shall review initial and actuated settings for each study intersection to identify opportunities to minimize delay during non-coordination periods and enhance pedestrian and bicyclist safety. The analysis shall include, but not be limited to, review of minimum and maximum green settings; yellow and red times; pedestrian timing; and gap, extension, and reduction settings.
 - 2.2.2. Consultant shall review collision diagrams for the study intersections, if available, to identify patterns that are susceptible to correction through signal timing.
 - 2.2.3. Using software specified by the project sponsor, Consultant shall develop a model of the study area and calibrate the model based on field observations of existing conditions. Signal coordination optimization software may include, but not be limited to, Synchro, TRANSYT 7-F, or PASSER. Transit signal priority modeling software may include, but not be limited to, VISSIM or Paramics. Consultant shall calibrate the model based on travel time and delay studies and

field observations of queue lengths and saturation flows for heavy movements at key intersections.

- 2.2.4. Consultant shall summarize the results of the existing conditions analyses in Deliverable 2A: Draft Existing Conditions Report. At a minimum, the report shall include: description of the roadway network and surrounding land uses, including a map showing the study intersections; description of traffic volumes, including day-to-day variability and directionality; description of traffic signal controllers and communication capabilities; identification of factors that are expected to affect progression; results of analysis of initial and actuated settings; description of collision patterns that may be susceptible to correction through signal timing; measures of effectiveness, including delay, number of stops, and travel time from the travel time and delay studies, and fuel consumption and emissions using a methodology specified by MTC; and model calibration results, including a summary of changes to the optimization software's default values.
- 2.2.5. Consultant shall meet with the project sponsor and other involved agencies to present and discuss the analyses and field observations, if required. Consultant shall finalize the report based on comments received from the project sponsor, other involved agencies, and the MTC Program Manager. Consultant shall submit to all stakeholders a Response to Comments sheet addressing all the comments/concerns received, while submitting the final Deliverable 2B: Final Existing Conditions Report.

Deliverable 2A: Draft Existing Conditions Report, including computer model with

existing timings

Deliverable 2B: Final Existing Conditions Report, including computer model with

existing timings

3. Development of Recommendations

- 3.1. Consultant shall develop the optimal time-of-day coordination plans after analyzing the signal grouping; phasing and phase sequence, including conditional service; cycle lengths, splits, offsets; collision diagrams/data and other available data. The Consultant shall meet with the project stakeholders to discuss their preference for signal grouping and cycle lengths before submitting the Draft Recommendations. This shall be done by submitting an interim deliverable on signal groupings and cycle lengths for review by project stakeholders.
- 3.2. Consultant shall develop recommendations of optimal initial and actuated settings; timeof-day coordination plans and hours of coordinated operation; and transit signal priority plans and hours of operation, if applicable.
- 3.3. Consultant shall summarize recommendations in the Deliverable 3A: Draft Recommendations Report. The report shall also include a comparison of existing and proposed timings and a description of expected improvements.

- 3.4. Consultant shall follow the applicable state and federal standards in making these recommendations. Any exceptions need to be discussed in detail with the project sponsors and stakeholders, and the MTC Program Manager.
- 3.5. Consultant shall meet with the project sponsor and other involved agencies to discuss the recommendations, if required. Consultant shall finalize the Report based on comments received from the project sponsor, other involved agencies, and the MTC Program Manager. Consultant shall submit to all stakeholders a Response to Comments sheet addressing all the comments/concerns received, while submitting the final Deliverable 3B: Final Recommendations Report.

Deliverable 3A: Draft Recommendations Report, including computer model with

recommended timings

Deliverable 3B: Final Recommendations Report, including computer model with

recommended timings

4. Implementation and Evaluation

4.1. Consultant shall develop the marked-up final timing sheets for implementation in the format of choice of the project sponsor.

- 4.2. Consultant shall prepare for review and approval by the project sponsor and other involved agencies appropriate timing sheets based on the approved timing plans. Consultant shall revise the timing sheets based on comments received from the project sponsor and other involved agencies.
- 4.3. Consultant shall assist with the preparation and approval of the Caltrans permit for projects involving installation of GPS clocks at Caltrans signals if needed. MTC will procure all the GPS clocks required for the project. The GPS clocks shall be installed by the electrical contractor at Caltrans signals. The Caltrans traffic operations staff will be present during the installation to configure the clocks. MTC will be actively involved to coordinate this task with all stakeholders.
- 4.4. Consultant shall implement, or assist agency staff in the implementation of, the new settings and timings. Implementation may have to be done in the field or from a central location, depending upon communication capabilities and agency preferences.
- 4.5. Consultant shall fine-tune, or assist agency staff in the fine-tuning of, the new settings and timings. Consultant shall fine-tune timings in the field and record all changes. Fine-tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed. This also requires additional field visits to verify and assess any changes made during the fine-tuning process.
- 4.6. Consultant shall conduct travel time and delay studies, including number of stops, at the key corridors identified under Task 2.1.7. Travel time and delay studies shall be

- conducted during times and days that are representative of the times and days for which coordination plans were developed. A minimum of four runs shall be conducted for each direction for each peak period. Travel time and delay studies shall be conducted using the floating car method.
- 4.7. Consultant shall calculate measures of effectiveness of the improved system, including delay, number of stops, travel time, fuel consumption, emissions, benefit-cost, and cost effectiveness for emissions reductions. The methodology for calculating fuel consumption, emissions, benefit-cost, and cost effectiveness for emissions reductions will be specified by the MTC Program Manager.
- 4.8. Consultant shall also calculate the measures of effectiveness for transit achieved with the signal coordination for certain projects, as identified in the kick-off meetings. Only travel-time and speed shall be evaluated as a part of this effort since fuel consumption and emissions reduction benefits are almost negligible with many transit agencies using zero-emission or hybrid vehicles. The Benefit-Cost analysis methodology shall be developed by MTC to incorporate these benefits. The level of effort involved for this task is considered as an additional service and shall be finalized with the WSB.
- 4.9. Consultant shall submit the Deliverable 4B: Final Project Report, which shall include but not be limited to: the final periods of coordination; changes between the timings recommended under Task 3 and the final timings that were implemented; the number of locations where changes were made to better accommodate pedestrians and/or bicyclists; and the results of the evaluation of measures of effectiveness.
- 4.10. Consultant shall assist MTC in producing the Fact Sheets for each project by providing the required maps, tables, data or text as requested by the MTC Program Manager.

Deliverable 4A: Implementation and Fine-tuning, including final timing sheets

Deliverable 4B: Final Project Report with Benefit-cost Analysis, including the final computer model

5. Additional Services (AS)

5.1. In addition to the basic signal coordination, the scope of the PASS program includes providing additional services like developing incident management flush plans, transit signal priority plans, traffic responsive timing plans, weekend timing plans, additional timing plans, conducting technical studies, feasibility studies, an evaluation of transit benefits, etc. These services shall be requested by the project sponsor in the application and shall be included in the WSB, contingent on approval by MTC. Consultant may also be requested to perform these additional services for any projects retimed in the last two years under the PASS. Such services may increase the scope of the work to include additional meetings, additional data collection, field visits, technical analyses, studies, fine-tuning, conditional diagrams, updating Visio coversheets, etc.

- 5.2. Upon MTC approval, Consultant shall include a detailed description of the scope of the additional service, a staffing plan, and a level of effort estimate in its WSB. The scope and budget of these services shall be negotiated on a case-by-case basis. If these tasks cannot be reasonably negotiated, MTC, at its sole discretion, can withdraw the project assignment to the Consultant and assign a different Consultant to the project. The payment schedule shall be negotiated to compensate for the tasks completed and finalized in the WSB. Additional services may also be requested by Consultant after the WSB has been approved by requesting an amendment to the approved WSB. After MTC approval, any change to the scope or budget must be included in a revised WSB and sent to all project stakeholders.
- 5.3. Consultant may be asked to assist the local agencies in completing the Caltrans permit application for the installation of GPS clocks. Consultant shall also make any edits to the application upon feedback from the Caltrans permit staff. This task shall be considered an additional service and the level of effort shall be included in the WSB.
- 5.4. Consultant may be asked to coordinate the installation of GPS clocks with the electrical contractor.
- 5.5. Consultant may be asked to subcontract an electrical contractor or other firms or agencies with required licenses and expertise to install GPS clocks or other communications equipment at Caltrans signals for certain projects. The subcontractor has to be approved by Caltrans and MTC, and shall be required to secure a Caltrans permit. This task shall be considered an additional service and the Consultant shall be reimbursed for actual costs billed by the subcontractor.
- 5.6. Consultant may be asked to prepare presentation materials and/or make formal presentations on the PASS project to various policy boards and commissions. This task shall be considered an additional service and the level of effort shall be negotiated and included in the WSB.
- 5.7. Consultant may be asked to assist the MTC Program Manager with developing outlines, identifying project examples and speakers, coordinating with speakers, and preparing or presenting materials at seminars or workshops conducted by MTC in accordance with the Arterial Operations program objectives. The budget and payment schedule for these additional services shall be based on the level of effort required for the tasks and outlined in a separate WSB that shall be negotiated and approved by MTC.

6. Reduced Services

Consultant may be requested to perform only some of the services above in cases where some services are already available, or MTC, Caltrans or Client Jurisdiction staff wishes to perform them themselves. Should reduced services be requested, Consultant shall identify in its WSB which tasks shall be performed by the Consultant and which shall be performed by MTC, Caltrans or Client Jurisdictions. The fee for reduced services shall be a percentage of the base fee per intersection or a negotiated amount, which is commensurate with the proportion of services to be performed by Consultant. Deliverables shall be negotiated on a case-by-case basis.

II. Schedule

The standard schedule for the PASS FY 12/13 Cycle of Projects is as follows:

#	Task/Deliverable	Standard Timeline		
	Call for Projects	March 2012		
0.	Application Evaluations	April/May 2012		
	Project Approval/Notification	June 2012		
	Project Start-Up			
1.	- Kick-Off Meetings	July 2012		
	- Workscope, Schedule, and Budget	August 2012		
	Analysis of Existing Conditions			
2.	- Data Collection	September 2012		
	- Analysis	October 2012		
3.	Recommendations	January 2013		
3.	- Final Timing Sheets	February 2013		
4.	Implementation and Evaluation	March/April 2013		
4.	Final Project Report	May 2013		

III. Budget

1 Signal Coordination

MTC will pay consultants on a fixed-fee basis, based on the following fee schedule:

Service (Tasks 0 through 4)	# of Scenarios*	Amount Due
Time-of-day signal coordination with timings implemented remotely from intersection, e.g., via	3	\$2350 per intersection
dial-up or from traffic management center	2	\$2100 per intersection
Time-of-day signal coordination with timings	3	\$2550 per intersection
implemented in the field	2	\$2300 per intersection

^{*} Scenario = morning, off-peak/midday, or afternoon peak periods for Weekday or Weekend timing plans

2 Additional Services

MTC recognizes that some projects may require additional analyses, or have approved additional services. The budget and payment schedule for these additional services is based on the level of effort to complete these tasks, and is negotiated before finalizing the WSB. If any of these cannot be reasonably negotiated, MTC, at its sole discretion, can withdraw the project assignment to the consultant and assign a different consultant to the project.

3 Payment Schedule

MTC will pay consultants by deliverable-based tasks based on the following payment schedule. The Consultant will submit the invoices directly to MTC Accounting. MTC will approve the payment after both the project sponsor and the MTC Program Manager have approved the deliverable.

Task	Deliverables (#)	Payment
1.	Draft and Final Workscope, Schedule and Budget (#1A and #1B)	5% of Project Budget
2.	Draft Existing Conditions Report (#2A)	35% of Project Budget
2.	Final Existing Conditions Report (#2B)	10% of Project Budget
3.	Draft Recommendations Report (#3A)	15% of Project Budget
3.	Final Recommendations Report (#3B)	10% of Project Budget
4.	Implementation and Fine-tuning (#4A)	15% of Project Budget
4.	Final Project Report with Benefit-cost Analysis (#4B)	10% of Project Budget
5.	Additional Services	To Be Negotiated
6.	Reduced Services	To Be Negotiated

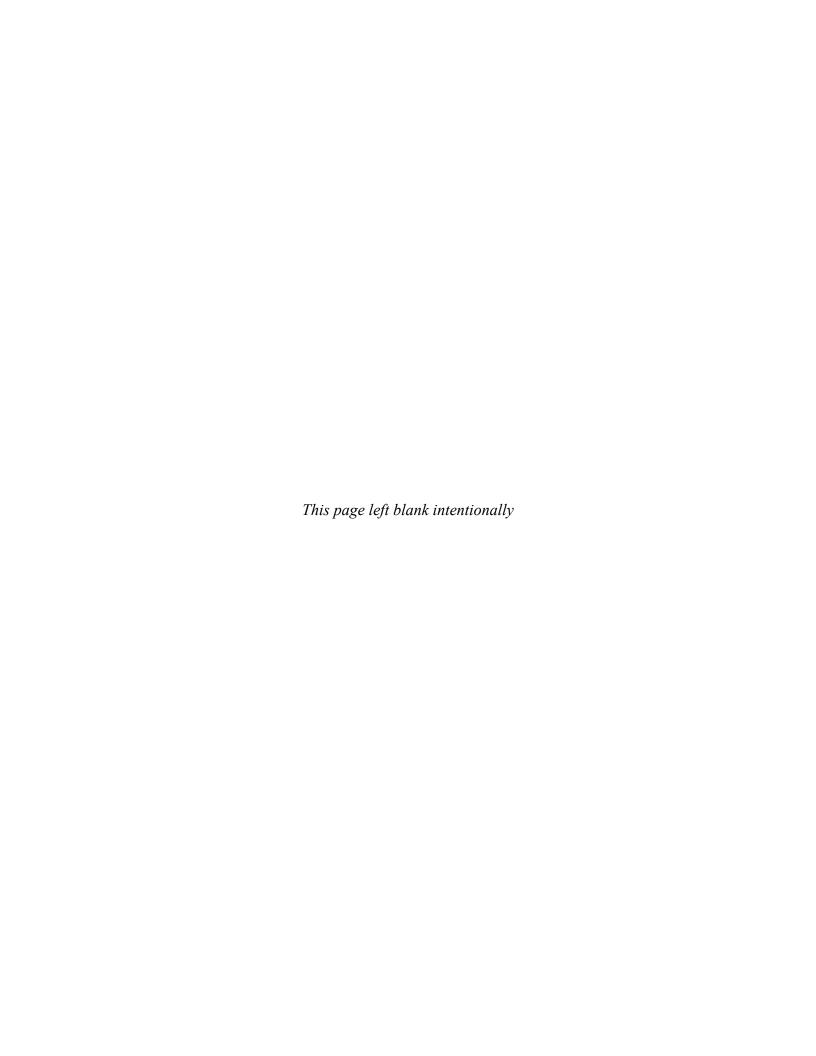
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<u>APPENDIX - B</u> INDEMNIFICATION AGREEMENT

Please note:

- The electronic version (MS Word) of this agreement may be requested from the MTC Program Manager or downloaded from the MTC website at: http://www.mtc.ca.gov/funding/.
- The primary sponsor and all participating agencies (excluding Caltrans) are required to execute this agreement with MTC. If your agency has executed an agreement in the PASS FY 10/11 or FY 11/12 Cycles, you do not have to submit this agreement again. If you have any questions regarding the existence or validity of your agency's agreement, please contact the MTC Program Manager directly.
- Agreement Due Date: Each agency is required to submit two (2) signed originals of this agreement to the MTC Program Manager within thirty (30) days of project approval notification to retain the PASS funding. After executing the agreement one (1) original will be retained by MTC and the other will be mailed for your records.
- Please edit the agreement as per the following instructions by making changes as appropriate to your agency:
 - For the text in Blue font in the agreement, please replace the text as appropriate. (e.g.:
 The City of San Leandro will edit the text AGENCY NAME to City of San Leandro)
 - For the text in Red font in the agreement, please make a selection as appropriate and delete the other two choices. (e.g. The City of San Leandro will edit the text "CITY"/"COUNTY"/"TOWN" to "CITY")

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WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT Between METROPOLITAN TRANSPORTATION COMMISSION And AGENCY NAME

THIS AGREEMENT is made and entered into as of the insert day day of insert month, 2012, by and between the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, (herein called "MTC"), and agency name (herein called "CITY"/"COUNTY"/"TOWN").

WITNESSETH

WHEREAS, MTC has entered or will enter into technical services agreements with several consulting firms (herein called "the Consultants"), under which the firms will provide assistance to various Bay Area jurisdictions in the retiming of traffic signals in those cities (herein called "the Project"); and

WHEREAS, CITY/COUNTY/TOWN is participating in the Project by receiving assistance from one or more of the Consultants (herein called "the Consultant"); and

WHEREAS, the parties wish to define CITY's/COUNTY's/TOWN's obligations to MTC respecting waiver of claims and indemnity;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 <u>WAIVER OF CLAIMS AGAINST MTC</u>

CITY/COUNTY/TOWN waives all claims by CITY/COUNTY/TOWN, its directors, supervisors, officers, employees, or agents against MTC, its commissioners, officers, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from CITY's/COUNTY's/TOWN's participation in the Project and/or the services provided to CITY/COUNTY/TOWN by the Consultant under contract to MTC. CITY's/COUNTY's/TOWN's waiver shall not apply to liability arising from and caused by the gross negligence or willful misconduct of MTC, its commissioners, officers, and/or employees.

2.0 INDEMNIFICATION AND DEFENSE

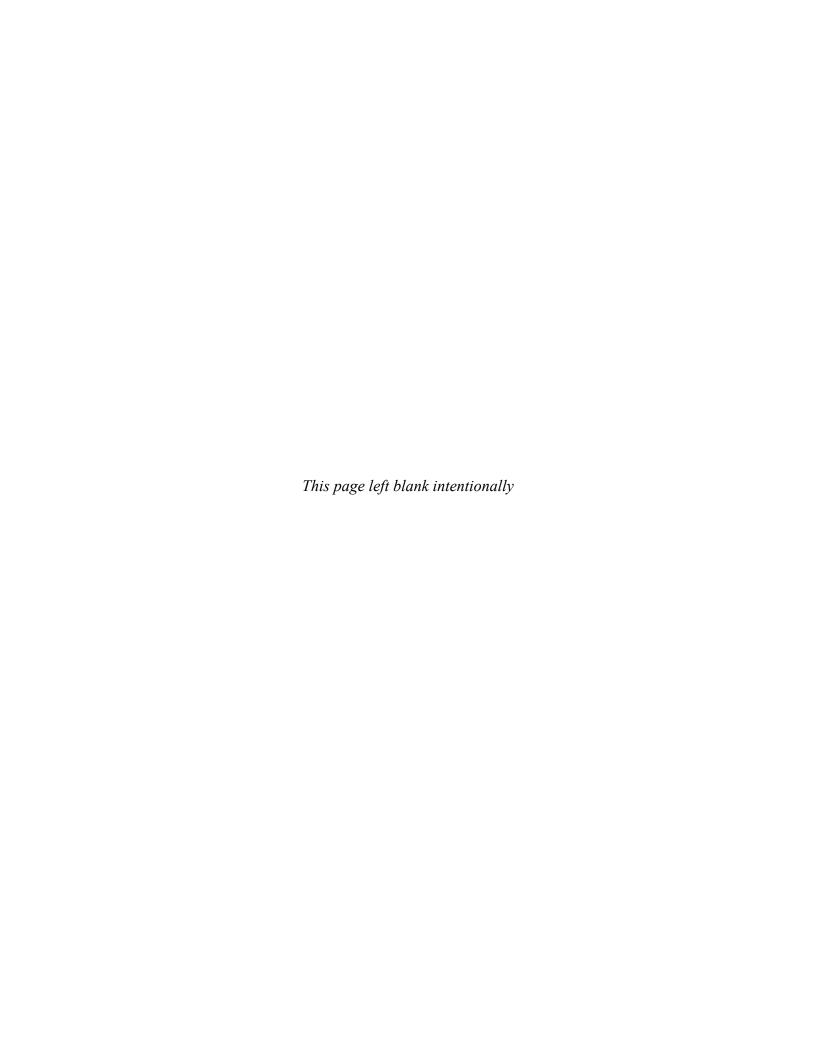
CITY/COUNTY/TOWN agrees to indemnify, hold harmless and defend MTC, its commissioners, officers, and employees from any and all third party claims, demands, lawsuits, liability, loss, damages, injury and/or liability, direct or indirect (including any and all costs and expenses in connection therewith), resulting from or in connection with provision of services to CITY/COUNTY/TOWN by the Consultant under contract with MTC, to the extent such claims, demands, etc. are not covered by the Consultant's indemnification of MTC in the Consultant's contract with MTC. CITY's/COUNTY's/TOWN's indemnification obligation shall not apply to liability arising from and caused by the gross negligence or willful misconduct of MTC, its commissioners, officers, agents, and employees. CITY/COUNTY/TOWN is responsible for obtaining from MTC a copy of the applicable Consultant agreement(s).

3.0 TERM

The term of this Agreement shall continue indefinitely, applying to multiple Consultant contracts, unless terminated by written notice of either party or superseded by another Indemnification Agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

METROPOLITAN TRANSPORTATION COMMISSION	AGENCY NAME
Steve Heminger, Executive Director	Authorized Signator Name, Title
	Approved as to form:
	Attorney Name, Title



APPENDIX – B-1 PROGRAM FOR ARTERIAL SYSTEM SYNCHRONIZATION ("PASS") CONSULTANT INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless MTC, Caltrans and Client Jurisdictions, their commissioners, directors, officers, agents, and employees from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of CONSULTANT, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and CONSULTANT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans or Client Jurisdictions, their commissioners, directors, officers, agents, and employees, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

The indemnification obligation shall not apply to liability arising from and caused by the adjudicated or admitted negligence or willful misconduct of MTC or any of the Client Jurisdictions. If the adjudicated or admitted negligence or willful misconduct of MTC or any of the Client Jurisdictions contributes to a loss, CONSULTANT shall not be obligated to indemnify such indenmitee for the proportionate share of such loss caused by such negligence or willful misconduct.

INSURANCE REQUIREMENTS

- A. <u>Minimum Coverages</u>. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.
- 1. Workers' Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
- 2. <u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.
- MTC, Caltrans and Client Jurisdictions, their commissioners, directors, officers, representatives, agents, and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

- 3. <u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
- 4. <u>Umbrella Insurance</u> in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
- 5. Errors and Omissions Professional Liability Insurance (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
- 6. <u>Property Insurance.</u> Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.
- B. <u>Deductibles</u>. Any deductible, or self-insured retention of \$100,000 or greater, shall be subject to the approval of MTC. Any other special coverage restrictive devices such as "coinsurance" must be declared and approved by the Project Manager prior to job commencement. Such approval will not unreasonably withheld.
- C. <u>Notice of Termination</u>. All CONSULTANT policies shall provide that the insurance carrier shall give written notice to MTC at least 30 days prior to cancellation of the policy or policies (unless canceled for non-payment, then 10 days prior written notice will be given), and shall provide notice of such cancellation to MTC and any other additional insured.
- D. <u>Certificates of Insurance</u>. Prior to commencement of any work hereunder, CONSULTANT shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONSULTANT agrees, upon written request by MTC, to furnish copies of such policies or endorsements, certified by an authorized representative of the insurer.
- E. <u>Disclaimer</u>. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.
- F. <u>Subconsultant's Insurance</u>. CONSULTANT shall require each of its subconsultants to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Program Manager.

<u>APPENDIX - C</u> <u>PROJECT APPLICATION</u>

Please note:

- The electronic version (MS Word) of this application may be requested from the MTC Program Manager or downloaded from the MTC website at: http://www.mtc.ca.gov/funding/.
- Each applicant must submit five (5) hard copies of the application <u>and</u> a scanned PDF (via email) including supporting documentation/attachments to the MTC Program Manager by the due date.
- This Application is formatted for two-sided printing. Please select this option on your printer to save paper.



PROJECT APPLICATION - PASS FY 12/13 Cycle

PART I: GENERAL INFORMATION

a) PROJECT SPONSOR Please provide the contact information of the official authorizing this application submittal.
Name:
Title:
Organization:
Mailing Address:
Telephone:
Fax:
Email:
b) PROJECT MANAGER Please provide the contact information of the person who will be the primary day-to-day contact for this project. Leave blank if same as above.
Name:
Title:
Organization:
Mailing Address:
Telephone:
Fax:
Email:
c) PROJECT CORRIDORS/TITLE Please list all the corridors in the project.
d) EXISTING COORDINATION Please indicate if the signals on these corridors are currently in coordination.
[] Yes [] No
If Yes, please provide the approx. date of last signal retiming:
Please explain:

e)	PROJECT	SPONSOR	& PARTICIPA	ATING	AGENCIES
CI	INOULCI			\mathbf{v}	

Starting with your agency, please list all of the details requested in the table below. (Add or delete rows as needed depending on the # of agencies.)

#	Agency Name	Corridor(s)	# of Project Signals
1			
2			
3			
4			
		Total Number of Project Signals	

f) INDEMNIFICATION AGREEMENT

Please refer to the detailed instructions in Appendix B: Indemnification Agreement. Starting with your agency, please list all of the details requested regarding the Indemnification Agreement in the table below. (Add or delete rows depending on the # of agencies.)

#	Agency Name	Valid Agreement (Yes/No)	If Yes, List Agreement Date	If No, Expected Agreement Submittal Date
1				
2				
3				
4				

g) PROJECT OVERVIEW

Please provide a	a detailed	description	of the	proposed	project	and the	services	requested	in this
application:									

PART II: SERVICES REQUESTED

a) BASIC SERVICES Please list the basic services you are requesting.
 [] Weekday Peak Period Signal Coordination: [] Weekday AM, please specify peak hours (if known):
b) ADDITIONAL SERVICES The additional services can be requested: (1) in addition to the basic services as outlined above or (2) independently for any corridors retimed in PASS FY 10/11 or FY 11/12 Cycles.
[] Weekend Peak Period Signal Coordination: [] Two Scenarios, please specify peak hours (if known): [] Three Scenarios, please specify peak hours (if known): [] Other, please specify peak hours (if known): [] School Peak Period Timing Plans, please specify the weekdays and hours that require these special timing plan(s): [] Incident Management Flush Plans [] Transit Signal Priority Plans or Feasibility Study [] Additional Timing Plans, please specify: [] Traffic Responsive Timing Plans [] Adaptive Signal Timing [] Other, please specify:
Please indicate if the corridors requesting the above Additional Services are part of any of these Cycles: [] PASS FY 10/11 Cycle [] PASS FY 11/12 Cycle [] PASS FY 12/13 Cycle
c) CONSULTANT PREFERENCE Please rank the three PASS consultants in the order of your preference (1, 2 or 3). Please note that MTC will assign project consultants based on the consultants' performance during the prior year, services requested in the application, project sponsor preferences, and contract equity.
[] Kimley-Horn & Associates [] TJKM Transportation Consultants [] URS Corporation [] No Preference Please explain your preference for Consultant Rank #1:

assign consultants based on your prefe	rk with the consultant assigned by MTC. Efforts will be made to erence listed above, but its possible that it may not be your first withdraw a project grant if the project sponsor is unwilling to he project.
[] YES []	NO
If No, please explain:	
	oject, please indicate if Caltrans Signal Operations staff has been e that no support letters or signatures are required from Caltrans, review these applications.
[] Yes [] No [] N/A	
If Yes, please provide the name of the	Caltrans Signal Operations staff:
If No, please explain:	
PART III: DETAILED PROJECT I	NFORMATION
a) AVAILABLE DATA Check all that apply. Please be prepar immediately after project approval not	ed to provide this information to the project consultant ification.
[] Timing Sheets	[] Signal Timing Preferences
[] Coordination Plans	[] Project Area Maps
[] Traffic Signal As-builds	[] Synchro Files
[] Aerial Photos	[] Three Years of Collision Data
[] Other, please list:	
Describe exceptions and provide clari	fications as necessary:

b) IMPLEMENTATION Indicate how the new timing plans will be implemented. Please provide <u>accurate</u> information as this will
 impact the project budget. [] Traffic Management Center (TMC) or remote access to implement new timing plans, please specify the number of signals: [] Field Implementation, please specify number of signals: Please explain in detail:
c) SIGNAL INTERCONNECT Indicate if the project signals have communication between them or have a common-time source to enable coordination:
[] Yes [] No
Please explain in detail:
d) GPS CLOCKS Are you requesting any GPS Clocks from PASS to provide a common time-source between any of the project signals?
[] Yes [] No
If yes, please provide the below requested information for all locations that require GPS Clocks. (List each intersection in one row, and Add or delete rows depending on the # of GPS Clocks needed.):

			•	,
#	Intersection (Main St/Cross St)	Controller Type	Firmware	Signal Ownership/ O&M
1				
2				
3				
4				
5				
6				

e) ADDITIONAL SERVICES

(Refer to Appendix A: Section 5, Scope of Work for eligible services)

	Additional Service	e(s)	Corridor(s)		# of Signals
ADDI	TIONAL SERVICES	DESCRIPTION	N _		
	TIONAL SERVICES lescribe in detail the abo			d attach suppo	rting documentati
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ny.					

PART IV: PROJECT BENEFITS

a) GOALS & OBJECTIVES Please indicate which of the goals & objectives listed below apply to this project.						
[] Coordinate local and state-owned signal systems						
[] Establish/maintain communications between Caltrans and local systems						
[] Operate on corridors of regional significance						
[] Retime to support Transit Signal Priority						
[] Retime to support Other Regional Programs, please specify:						
[] Other, please specify:						

ne PASS.					
Please describ	e how this proj	ect benefits vario	ous modes of traff	ic (pedestrians, b	icyclists,
ansit, etc.)					

PART V: ATTACHMENTS

Please include the below requested items as separate attachments (five hard copies and a scanned PDF) along with your application submittal. **Please note that this application will be considered incomplete, if any of the required attachments are not included.** These incomplete applications will not be reviewed or approved.

a) PROJECT MAP (Required)

Please include, <u>in a separate attachment</u>, a Map showing an overview of the project area with all of the project signals, cross streets, highways, etc.

b) DETAILED PROEJCT SIGNAL INFORMATION (Required)

Please include, <u>in a separate attachment</u>, a table with the below requested information for <u>all</u> project signals: Intersection (Main St/Cross St); Signal Ownership Agency; Signal Operations & Maintenance Agency; Controller Type (Make & Model); Firmware; Coordination Type (Fiber/Copper/WWV/GPS, etc.); Implementation Type (Field/TMC/Other); Basic Services Requested; and Additional Services Requested.

#	Intersection	Signal Ownership	Signal O&M	Controller Type	Firmware	Coord ination Type	Implementation Type	Basic Services Requested	Additional Services Requested

c) TRANSIT INFORMATION (Required)

Please include, in a separate attachment, a table including the following information regarding transit for all of the project corridors: transit provider, route number, frequency, ridership info, etc.

Please note that this information is required for all project applications with active transit routes.

#	Transit Agency	Transit Route #	Frequency	Project Corridor(s) on the Route	# of Project Signals on the Route	Average Weekday Ridership

d) COMMUNICATION EQUIPMENT INFORMATION (Required, if applicable)

If applicable, in a separate attachment, please provide detailed information on any communications equipment/services that you are requesting from the PASS.

e) SUPPORTING DOCUMENTATION (if desired)

Please attach any additional information you feel supports your request for the Additional Services contained in this application.

PART VI: DEMONSTRATION OF PARTICIPATION AND SUPPORT

a) LOCAL AGENCY RESOURCES Please describe the resources (staff time & additional funding) the sponsor agency will allocate
for the successful completion of the project.
b) PROJECT READINESS/ADHERENCE TO STANDARD PASS SCHEDULE
Describe all known factors outside of the PASS consultant's control that may require a schedule extension beyond the program's timeline (coordination with other regional program schedule, scheduled construction, utility maintenance, etc.)
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APPLICATION SIGNATURES

The Project Sponsor must sign below. The Participating Agencies can provide a letter of support and intent to participate in the project in lieu of signing below. Applications without the Project Sponsor signature below and/or Participating Agencies (except Caltrans) signatures or letters of support will be considered incomplete and will not be reviewed. By signing the application and/or providing letters of support, the signatory affirms that the statements contained in the application are true and complete to the best of their knowledge, and that they are willing to sign Appendix B: Indemnification Agreement with MTC.

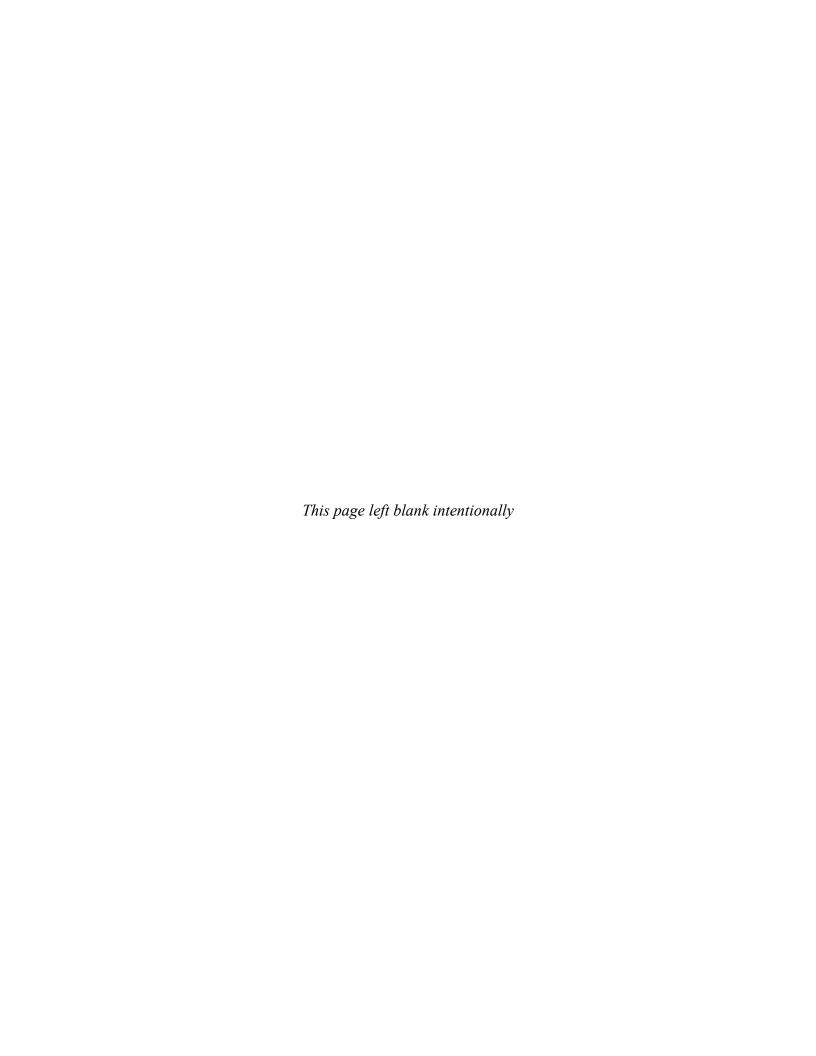
1. Project Sponsor:	2. Participating Agency:		
Signature	Signature		
Signature	Signature		
Name:	Name:		
Title:	Title:		
Organization:	Organization:		
Mailing Address:	Mailing Address:		
Telephone:	Telephone:		
Fax:	Fax:		
Email:	Email:		
3. Participating Agency:	4. Participating Agency:		
a:	<u> </u>		
Signature	Signature		
Name:	Name:		
Title:	Title:		
Organization:	Organization:		
Mailing Address:	Mailing Address:		
Telephone:	Telephone:		
Fax:	Fax:		

<u>APPENDIX - B</u> <u>INDEMNIFICATION AGREEMENT</u>

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 The City of San Leandro will edit the text AGENCY NAME to City of San Leandro)
 - For the text in Red font in the agreement, please make a selection as appropriate and delete the other two choices. (e.g. The City of San Leandro will edit the text "CITY"/"COUNTY"/"TOWN" to "CITY")

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WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT Between METROPOLITAN TRANSPORTATION COMMISSION And AGENCY NAME

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WHEREAS, CITY/COUNTY/TOWN is participating in the Project by receiving assistance from one or more of the Consultants (herein called "the Consultant"); and

WHEREAS, the parties wish to define CITY's/COUNTY's/TOWN's obligations to MTC respecting waiver of claims and indemnity;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 WAIVER OF CLAIMS AGAINST MTC

CITY/COUNTY/TOWN waives all claims by CITY/COUNTY/TOWN, its directors, supervisors, officers, employees, or agents against MTC, its commissioners, officers, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from CITY's/COUNTY's/TOWN's participation in the Project and/or the services provided to CITY/COUNTY/TOWN by the Consultant under contract to MTC. CITY's/COUNTY's/TOWN's waiver shall not apply to liability arising from and caused by the gross negligence or willful misconduct of MTC, its commissioners, officers, and/or employees.

2.0 INDEMNIFICATION AND DEFENSE

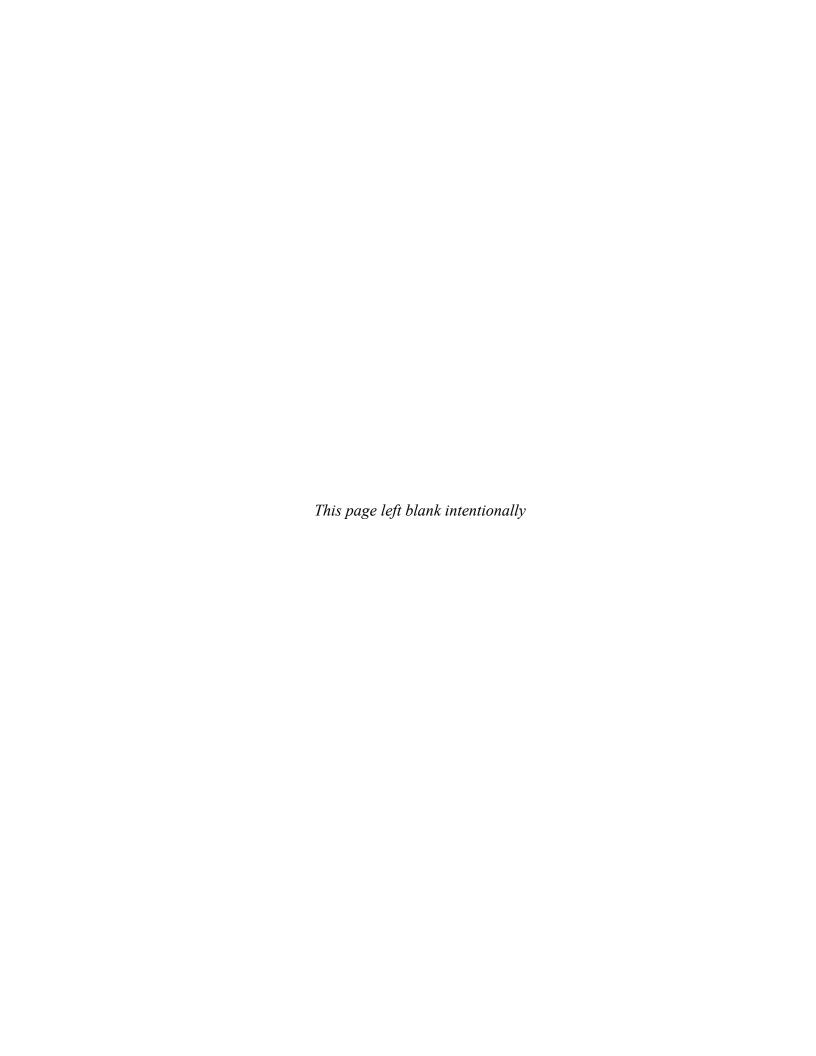
CITY/COUNTY/TOWN agrees to indemnify, hold harmless and defend MTC, its commissioners, officers, and employees from any and all third party claims, demands, lawsuits, liability, loss, damages, injury and/or liability, direct or indirect (including any and all costs and expenses in connection therewith), resulting from or in connection with provision of services to CITY/COUNTY/TOWN by the Consultant under contract with MTC, to the extent such claims, demands, etc. are not covered by the Consultant's indemnification of MTC in the Consultant's contract with MTC. CITY's/COUNTY's/TOWN's indemnification obligation shall not apply to liability arising from and caused by the gross negligence or willful misconduct of MTC, its commissioners, officers, agents, and employees. CITY/COUNTY/TOWN is responsible for obtaining from MTC a copy of the applicable Consultant agreement(s).

3.0 TERM

The term of this Agreement shall continue indefinitely, applying to multiple Consultant contracts, unless terminated by written notice of either party or superseded by another Indemnification Agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

METROPOLITAN TRANSPORTATION COMMISSION	AGENCY NAME		
Steve Heminger, Executive Director	Authorized Signator Name, Title		
	Approved as to form:		
	Attorney Name, Title		



APPENDIX – B-1 PROGRAM FOR ARTERIAL SYSTEM SYNCHRONIZATION ("PASS") CONSULTANT INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless MTC, Caltrans and Client Jurisdictions, their commissioners, directors, officers, agents, and employees from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of CONSULTANT, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and CONSULTANT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans or Client Jurisdictions, their commissioners, directors, officers, agents, and employees, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

The indemnification obligation shall not apply to liability arising from and caused by the adjudicated or admitted negligence or willful misconduct of MTC or any of the Client Jurisdictions. If the adjudicated or admitted negligence or willful misconduct of MTC or any of the Client Jurisdictions contributes to a loss, CONSULTANT shall not be obligated to indemnify such indenmitee for the proportionate share of such loss caused by such negligence or willful misconduct.

INSURANCE REQUIREMENTS

- A. <u>Minimum Coverages</u>. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.
- 1. Workers' Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
- 2. <u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.

MTC, Caltrans and Client Jurisdictions, their commissioners, directors, officers, representatives, agents, and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

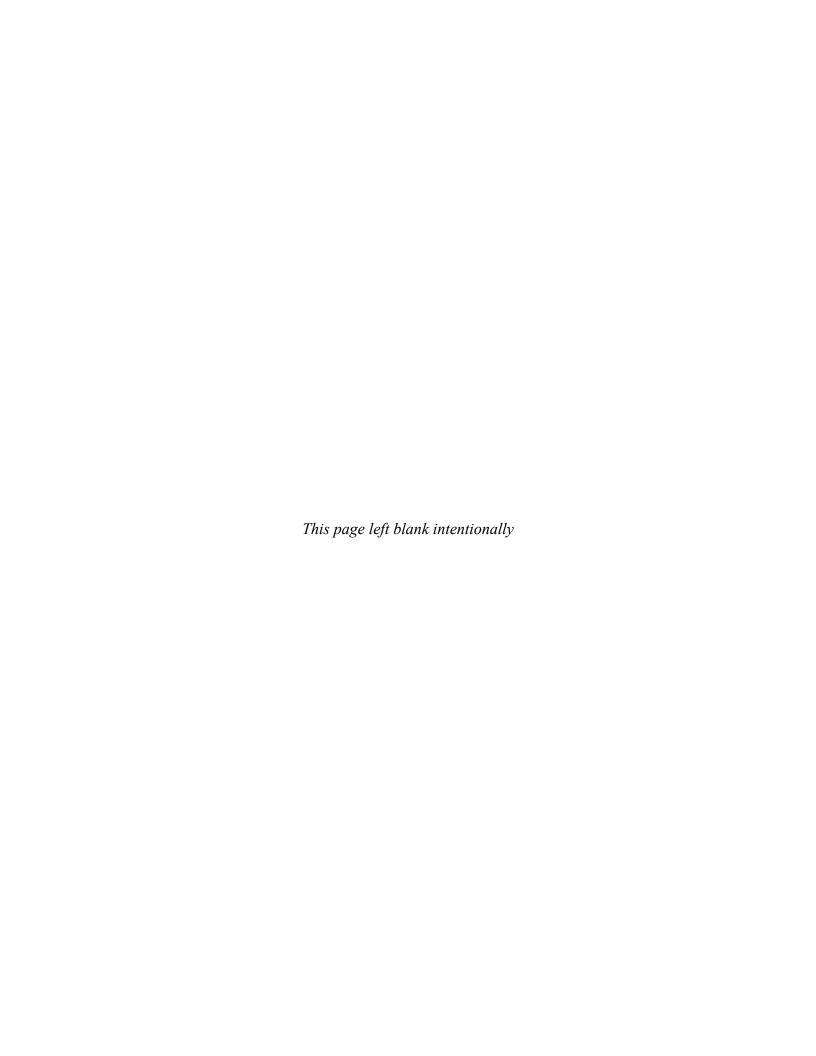
- 3. <u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
- 4. <u>Umbrella Insurance</u> in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
- 5. Errors and Omissions Professional Liability Insurance (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
- 6. Property Insurance. Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

 B. Deductibles. Any deductible, or self-insured retention of \$100,000 or greater, shall be subject to the approval of MTC. Any other special coverage restrictive devices such as "coinsurance" must be declared and approved by the Project Manager prior to job commencement. Such approval will not unreasonably withheld.
- C. <u>Notice of Termination</u>. All CONSULTANT policies shall provide that the insurance carrier shall give written notice to MTC at least 30 days prior to cancellation of the policy or policies (unless canceled for non-payment, then 10 days prior written notice will be given), and shall provide notice of such cancellation to MTC and any other additional insured.
- D. <u>Certificates of Insurance</u>. Prior to commencement of any work hereunder, CONSULTANT shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONSULTANT agrees, upon written request by MTC, to furnish copies of such policies or endorsements, certified by an authorized representative of the insurer.
- E. <u>Disclaimer</u>. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.
- F. <u>Subconsultant's Insurance</u>. CONSULTANT shall require each of its subconsultants to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Program Manager.

<u>APPENDIX - C</u> <u>PROJECT APPLICATION</u>

Please note:

- The electronic version (MS Word) of this application may be requested from the MTC Program Manager or downloaded from the MTC website at: http://www.mtc.ca.gov/funding/.
- Each applicant must submit five (5) hard copies of the application <u>and</u> a scanned PDF (via email) including supporting documentation/attachments to the MTC Program Manager by the due date.
- This Application is formatted for two-sided printing. Please select this option on your printer to save paper.



PROJECT APPLICATION - PASS FY 12/13 Cycle

PART I: GENERAL INFORMATION

a) PROJECT SPONSOR Please provide the contact information of the official authorizing this application submittal.
Name:
Title:
Organization:
Mailing Address:
Telephone:
Fax:
Email:
b) PROJECT MANAGER Please provide the contact information of the person who will be the primary day-to-day contact for this project. Leave blank if same as above.
Name:
Title:
Organization:
Mailing Address:
Telephone:
Fax:
Email:
c) PROJECT CORRIDORS/TITLE Please list all the corridors in the project.
d) EXISTING COORDINATION Please indicate if the signals on these corridors are currently in coordination.
[] Yes [] No
If Yes, please provide the approx. date of last signal retiming:
Please explain:

e)	PROJECT	SPONSOR	& PARTICIP	ATING A	AGENCIE

Starting with your agency, please list all of the details requested in the table below. (Add or delete rows as needed depending on the # of agencies.)

#	Agency Name	Corridor(s)	# of Project Signals
1			
2			
3			
4			
		Total Number of Project Signals	

f) INDEMNIFICATION AGREEMENT

Please refer to the detailed instructions in Appendix B: Indemnification Agreement. Starting with your agency, please list all of the details requested regarding the Indemnification Agreement in the table below. (Add or delete rows depending on the # of agencies.)

#	Agency Name	Valid Agreement (Yes/No)	If Yes, List Agreement Date	If No, Expected Agreement Submittal Date
1				
2				
3				
4				

g) PROJECT OVERVIEW

Please provide a detailed description	of the proposed project and	the services requested in this
application:		

PART II: SERVICES REQUESTED

a) BASIC SERVICES Please list the basic services you are requesting.
 [] Weekday Peak Period Signal Coordination: [] Weekday AM, please specify peak hours (if known):
b) ADDITIONAL SERVICES The additional services can be requested: (1) in addition to the basic services as outlined above or (2) independently for any corridors retimed in PASS FY 10/11 or FY 11/12 Cycles.
[] Weekend Peak Period Signal Coordination: [] Two Scenarios, please specify peak hours (if known): [] Three Scenarios, please specify peak hours (if known): [] Other, please specify peak hours (if known): [] School Peak Period Timing Plans, please specify the weekdays and hours that require these special timing plan(s): [] Incident Management Flush Plans [] Transit Signal Priority Plans or Feasibility Study [] Additional Timing Plans, please specify: [] Traffic Responsive Timing Plans [] Adaptive Signal Timing [] Other, please specify:
Please indicate if the corridors requesting the above Additional Services are part of any of these Cycles: [] PASS FY 10/11 Cycle [] PASS FY 11/12 Cycle [] PASS FY 12/13 Cycle
c) CONSULTANT PREFERENCE Please rank the three PASS consultants in the order of your preference (1, 2 or 3). Please note that MTC will assign project consultants based on the consultants' performance during the prior year, services requested in the application, project sponsor preferences, and contract equity.
[] Kimley-Horn & Associates [] TJKM Transportation Consultants [] URS Corporation [] No Preference Please explain your preference for Consultant Rank #1:

assign consultants based on your preference	h the consultant assigned by MTC. Efforts will be made to listed above, but its possible that it may not be your first raw a project grant if the project sponsor is unwilling to ject.			
[]YES []NO				
If No, please explain:				
e) CALTRANS NOTIFICATION If Caltrans signals are a part of the project, please indicate if Caltrans Signal Operations staff has been notified of this application. Please note that no support letters or signatures are required from Caltrans, as Caltrans and MTC staff will jointly review these applications.				
[] Yes [] No [] N/A				
If Yes, please provide the name of the Caltra	ns Signal Operations staff:			
If No, please explain:				
If No, pieuse expluin.				
PART III: DETAILED PROJECT INFO	RMATION			
a) AVAILABLE DATA Check all that apply. Please be prepared to provide this information to the project consultant immediately after project approval notification.				
[] Timing Sheets	[] Signal Timing Preferences			
[] Coordination Plans	[] Project Area Maps			
[] Traffic Signal As-builds	[] Synchro Files			
[] Aerial Photos	[] Three Years of Collision Data			
[] Other, please list:				
Describe exceptions and provide clarificatio	ns as necessary:			

b) IMPLEMENTATION Indicate how the new timing plans will be implemented. Please provide <u>accurate</u> information as this will impact the project budget.
 [] Traffic Management Center (TMC) or remote access to implement new timing plans, please specify the number of signals: [] Field Implementation, please specify number of signals:
Please explain in detail:
c) SIGNAL INTERCONNECT Indicate if the project signals have communication between them or have a common-time source to enable coordination:
[] Yes [] No
Please explain in detail:
d) GPS CLOCKS Are you requesting any GPS Clocks from PASS to provide a common time-source between any of the project signals?
[] Yes [] No
If yes, please provide the below requested information for all locations that require GPS Clocks. (List each intersection in one row, and Add or delete rows depending on the # of GPS Clocks needed.):

f and the state of				
#	Intersection (Main St/Cross St)	Controller Type	Firmware	Signal Ownership/ O&M
1				
2				
3				
4				
5				
6				

e) ADDITIONAL SERVICES

(Refer to Appendix A: Section 5, Scope of Work for eligible services)

<i>‡</i>	Additional Service(s)	Corridor(s)	# of Signals
,			
	TIONAL SERVICES DES		
	escribe in detail the above r	equested Additional Services and attack	h supporting documentati
iny.			

PART IV: PROJECT BENEFITS

a) GOALS & OBJECTIVES Please indicate which of the goals & objectives listed below apply to this project.			
[] Coordinate local and state-owned signal systems			
[] Establish/maintain communications between Caltrans and local systems			
[] Operate on corridors of regional significance			
[] Retime to support Transit Signal Priority			
[] Retime to support Other Regional Programs, please specify:			
Other, please specify:			

) Please describe how the proposed project aligns with the above selected goals and objectives of ne PASS.
Please describe how this project benefits various modes of traffic (pedestrians, bicyclists,
cansit, etc.)

PART V: ATTACHMENTS

Please include the below requested items as separate attachments (five hard copies and a scanned PDF) along with your application submittal. **Please note that this application will be considered incomplete, if any of the required attachments are not included.** These incomplete applications will not be reviewed or approved.

a) PROJECT MAP (Required)

Please include, <u>in a separate attachment</u>, a Map showing an overview of the project area with all of the project signals, cross streets, highways, etc.

b) DETAILED PROEJCT SIGNAL INFORMATION (Required)

Please include, <u>in a separate attachment</u>, a table with the below requested information for <u>all</u> project signals: Intersection (Main St/Cross St); Signal Ownership Agency; Signal Operations & Maintenance Agency; Controller Type (Make & Model); Firmware; Coordination Type (Fiber/Copper/WWV/GPS, etc.); Implementation Type (Field/TMC/Other); Basic Services Requested; and Additional Services Requested.

#	Intersection	Signal Ownership	Signal O&M	Controller Type	Firmware	Coordination Type	Implementation Type	Basic Services Requested	Additional Services Requested
		-	=	-	-	-	=		-

c) TRANSIT INFORMATION (Required)

Please include, in a separate attachment, a table including the following information regarding transit for all of the project corridors: transit provider, route number, frequency, ridership info, etc.

Please note that this information is required for all project applications with active transit routes.

#	Transit Agency	Transit Route #	Frequency	Project Corridor(s) on the Route	# of Project Signals on the Route	Average Weekday Ridership

d) COMMUNICATION EQUIPMENT INFORMATION (Required, if applicable)

If applicable, in a separate attachment, please provide detailed information on any communications equipment/services that you are requesting from the PASS.

e) SUPPORTING DOCUMENTATION (if desired)

Please attach any additional information you feel supports your request for the Additional Services contained in this application.

PART VI: DEMONSTRATION OF PARTICIPATION AND SUPPORT

a) LOCAL AGENCY RESOURCES Please describe the resources (staff time & additional funding) the sponsor agency will allocate for the successful completion of the project.
for the successful completion of the project.
b) PROJECT READINESS/ADHERENCE TO STANDARD PASS SCHEDULE
Describe all known factors outside of the PASS consultant's control that may require a schedule extension beyond the program's timeline (coordination with other regional program schedule, scheduled construction, utility maintenance, etc.)
extension beyond the program's timeline (coordination with other regional program schedule,
extension beyond the program's timeline (coordination with other regional program schedule,
extension beyond the program's timeline (coordination with other regional program schedule,
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extension beyond the program's timeline (coordination with other regional program schedule,
extension beyond the program's timeline (coordination with other regional program schedule,

APPLICATION SIGNATURES

The Project Sponsor must sign below. The Participating Agencies can provide a letter of support and intent to participate in the project in lieu of signing below. Applications without the Project Sponsor signature below and/or Participating Agencies (except Caltrans) signatures or letters of support will be considered incomplete and will not be reviewed. By signing the application and/or providing letters of support, the signatory affirms that the statements contained in the application are true and complete to the best of their knowledge, and that they are willing to sign Appendix B: Indemnification Agreement with MTC.

1. Project Sponsor:	2. Participating Agency:		
Signature	Signature		
Name:	Name:		
Title:	Title:		
Organization:	Organization:		
Mailing Address:	Mailing Address:		
Telephone:	Telephone:		
Fax:	Fax:		
Email:	Email:		
3. Participating Agency:	4. Participating Agency:		
Signature	Signature		
Name:	Name:		
Title:	Title:		
Organization:	Organization:		
Mailing Address:	Mailing Address:		
Telephone:	Telephone:		
Fax:	Fax:		
Email:	Email:		