COOPERATIVE AGREEMENT NO. C-1-3001

BY AND BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE CITIES DANA POINT, LAGUNA NIGUEL, MISSION VIEJO

AND

COUNTY OF ORANGE

AND

THE STATE OF CALIFORNIA

FOR

IMPLEMENTATION OF

THE CROWN VALLEY PARKWAY TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (PROJECT P) FUNDED AS PART OF THE MEASURE M2 REGIONAL

THIS AGREEMENT, is effective this _____ day of ______, 2012 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Dana Point, City of Laguna Niguel, City of Mission Viejo, County of Orange, and the State of California (hereinafter referred to as the "PARTICIPATING AGENCIES").

WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES are working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (Project P) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, AUTHORITY has completed the competitive 2010 Call for Projects (hereinafter, "2010 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter, "APPLICATION") prepared by the City of Mission Viejo (hereinafter referred to as the "APPLICANT AGENCY") for implementation of signal synchronization of traffic signals along Crown

Valley Parkway Corridor (hereinafter, "PROJECT"); and

WHEREAS, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to designate the AUTHORITY to act as the implementing agency; and

WHEREAS, the AUTHORITY agrees to act as the implementing agency to carry out the signal coordination PROJECT; and

WHEREAS, the PROJECT will include approximately thirty (30) traffic signals as identified in the APPLICATION and illustrated in the PROJECT Scope of Work which is attached herein as Attachment A; and

WHEREAS, the PROJECT will include elements identified in the APPLICATION including certain hardware and software upgrades to traffic controllers, traffic telecommunications and intertie systems, central traffic master controllers and associated systems (hereinafter collectively referred to as "TRAFFIC CONTROL ELEMENTS"), will be constructed and/or installed and implemented as part of the PROJECT as identified in Attachment A, and

WHEREAS, AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate the inclusion of other traffic control elements that must be installed at the same time as the construction of the PROJECT that are NOT included Attachment A and will be the responsibility of the AGENCY owning each and any of those traffic control elements during the course of the project; and

WHEREAS AUTHORITY agrees to implement the PROJECT based on Attachment A. PARTICIPATING AGENCIES agree to a combined cash and in-kind match of ninety-one thousand, eight hundred dollars (\$91,800.00), equivalent to twenty percent (20%) of the PROJECT cost (see Attachment B); and

WHEREAS, AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this Cooperative Agreement to implement the PROJECT in support of Project P as part of M2; and

WHEREAS, this Cooperative Agreement defines the specific terms, conditions and funding responsibilities between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation

of the PROJECT; and

WHEREAS, the Orange County Transportation Authority Board of Directors approved funding for the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative agreement on June 13, 2011; and

WHEREAS, the CITY of Dana Point's City Council approved this Agreement on the ______day of _______, 2011; and

WHEREAS, the CITY of Laguna Niguel's City Council approved this Agreement on the _____ day of ______, 2011; and

WHEREAS, the County of Orange's Board of Supervisors approved this Agreement on the _____ day of ______, 2012; and

WHEREAS, the State of California Department of Transportation's Deputy District Director of Operations approved this Agreement on the _____ day of _____, 2012.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and the PARTICIPATING AGENCIES as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and the PARTICIPATING AGENCIES and it supersedes all prior representations, understandings and communications between the parties. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or

relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and AGENCY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. PARTICIPATING AGENCIES's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of PARTICIPATING AGENCY's right to such performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING AGENCIES except when specifically confirmed in writing by an authorized representative of PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

A. AUTHORITY shall implement the PROJECT based on the APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures contained in the CTFP Guidelines.

B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal operational integrity between PROJECT and other existing and new M2 Project P funded projects.

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C. AUTHORITY shall perform web-based public outreach activities for the project to communicate major project milestones and results.

D. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as described in CTFP.

E. AUTHORITY, or agents of AUTHORITY, may upon close-out of PROJECT under this Agreement, perform an audit and or technical review to ensure that the CTFP Guidelines policies and procedures were followed. Such an audit shall be performed within one hundred and eighty (180) days after the PROJECT three-year grant period is complete. If the audit or technical review determines that any of the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must return the amount of funding used to perform the ineligible activity to AUTHORITY.

F. AUTHORITY will invoice the PARTICIPATING AGENCIES as identified in the PROJECT 2010 CALL APPLICATION and Attachment B for the dollar match at the start of the PROJECT.

G. AUTHORITY will request updates on the PROJECT as part of semi-annual review process, including documentation of in-kind match conforming to Attachment B and will include the PROJECT in the list of active projects in OCFundtracker until completion of the three year grant period. Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

ARTICLE 4. RESPONSIBILITES OF THE AUTHORITY AS PROJECT LEAD AGENCY

The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the implementation of the PROJECT:

A. AUTHORITY will act as the LEAD AGENCY for the work necessary to manage, procure, and complete the PROJECT as identified in Attachment A which is attached to and, by this reference, incorporated in and made a part of this agreement.

B. To coordinate outreach with the PARTICIPATING AGENCIES for the PROJECT.

C. To collect manual intersection movement and automated machine traffic counts.

D. To develop new timing plans optimized for signal synchronization.

E. To provide updated timing plans and traffic count data to the PARTICIPATING AGENCIES.

F. To prepare a "Before and After Study" for the PROJECT. As described in the Measure M2 Eligibility Guidelines adopted by the AUTHORITY, the "Before and After Study" for the project is considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section B.III.9) for the project. The AUTHORITY shall provide the "Before and After Study" to the PARTICIPATING AGENCIES in draft and final formats for comment and comments shall be noted in the final study.

G. To provide Ongoing Maintenance and Operation of optimized signal timing after Primary Implementation of the PROJECT is completed and continue until the end of the three year grant period.

ARTICLE 5. RESPONIBILITES OF THE PARTICIPATING AGENCIES

The PARTICIPATING AGENCIES agree to the following responsibilities for implementation and funding of the PROJECT:

A. Provide a technical representative to meet and participate as a member of the project's Traffic Forum.

B. To authorize the AUTHORITY to manage, procure, and implement all aspects of the project.

C. To participate and support the PROJECT implementation within the timeframe outlined in the APPLICATION and consistent with the CTFP Guidelines adopted by the AUTHORITY.

D. To provide the AUTHORITY all current intersection, local field master, and/or central control system timing plans and related data upon request.

E. To provide the local match and/or documentation for the in-kind services for the project in accordance with Attachment B. Failure to provide included match and/or evidence of in-kind service may result in the loss of future participation for competitive funds.

F. PARTICIPATING AGENCIES that have included a dollar match as identified in Attachment B shall provide payment for the dollar match to the AUTHORITY within 30 calendar days of receipt of an invoice.

G. PARTICIPATING AGENCIES that have included an in-kind match as identified in Attachment B shall provide documentation of conformance as part of the semi-annual review process.

H. PARTICIPATING AGENCIES shall provide updates to the AUTHORITY on the PROJECT as part of semi-annual review process until completion of the three year PROJECT grant period. Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

I. PARTICIPATING AGENCIES shall continue Ongoing Maintenance and Operation after the three year grant period is complete and continue until the end of the PROJECT if specified as part of the Attachment A Maintenance of Effort section.

ARTICLE 6. DELEGATED AUTHORITY

The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this Agreement are delegated to its City Managers, or equivalent designee, and the actions required to be taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive Officer.

ARTICLE 7. AUDIT AND INSPECTION

AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a period of four (4) years after final payment, or until any on-going audit is completed. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of PARTICIPATING AGENCIES' final billing (so noted on the invoice), if applicable, under this Agreement. AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above

provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING AGENCIES' contractor.

ARTICLE 8. INDEMNIFICATION

A. The PARTICIPATING AGENCIES shall jointly and severally indemnify, defend and hold harmless the AUTHORITY, it's officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused by the negligent acts, omissions or willful misconduct by the PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. The PARTICIPATING AGENCIES shall maintain adequate levels of insurance, or selfinsurance to assure full indemnification of AUTHORITY.

C. AUTHORITY shall indemnify, defend and hold harmless the PARTICIPATING AGENCIES, its officers, directors, employees or agents, and/or its officers, directors, employees or agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

D. AUTHORITY shall maintain adequate levels of insurance, or self-insurance to assure full indemnification of the PARTICIPATING AGENCIES.

ARTICLE 9. ADDITIONAL PROVISIONS

A. <u>Term of Agreement</u>: This Agreement shall continue in full force and effect until September 30, 2014. This Agreement may be extended at the mutual consent of both parties.

B. This Agreement may be extended or amended in writing at any time by the mutual consent of both parties. No amendment shall have any force or effect unless executed in writing by both parties.

C. The AUTHORITY and the PARTICIPATING AGENCIES agree to work together in good

faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this Agreement.

D. <u>Legal Authority</u>: The AUTHORITY and the PARTICIPATING AGENCIES hereto consent that they are authorized to execute this Agreement on behalf of said parties and that, by so executing this agreement, the parties hereto are formally bound to the provisions of this Agreement.

E. <u>Severability</u>: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. <u>Counterparts of Agreement:</u> This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

G. In the event that the PROJECT Costs exceed the estimates as submitted in the APPLICATION as prepared by the APPLICANT AGENCY, all parties agree to meet and determine PROJECT revisions to meet the budget or a revised funding proposal by PARTICIPATING AGENCIES which shall be documented and submitted in writing as a revision to the agreement.

H. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

I. <u>Force Majeure</u>: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

J. <u>Assignment</u>: Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. <u>Obligations To Comply with Law</u>: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

L. <u>Governing Law</u>: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

M. <u>Litigation fees</u>: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.

N. <u>Notices</u>: Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

To CITY OF DANA POINT:	To AUTHORITY:
City of Dana Point	Orange County Transportation Authority
33282 Golden Lantern	550 South Main Street
Dana Point, CA 92629	P.O. Box 14184
	Orange, CA 92863-1584
Attention: Matthew Sinacori	Attention: Venita Todd
City Engineer	Senior Contract Administrator
Tel: 949/248-3574	Tel: 714/560-5427
email: msinacori@danapoint.org	email: vtodd@octa.net

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To CITY OF MISSION VIEJO:	To COUNTY OF LAGUNA NIGUEL
City of Mission Viejo	City of Laguna Niguel
200 Civic Center	30111 Crown Valley Parkway
Mission Viejo, CA 92691	Laguna Niguel, CA 92677
Attention: Philip Nitollama	Attention: Dave Rogers
Traffic Engineer	City Engineer
Tel: 949/470-3068	Tel: 949/362-4377
email: pnitollama@cityofmissionviejo.org	email: drogers@cityfoflagunaniguel.org

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To COUNTY OF ORANGE	To STATE OF CALIFORNIA
County of Orange	State of California
300 North Flower Street	6681 Marine Way
Santa Ana, CA 92703	Irvine, CA 92618
Attention: Isaac Alonso Rice	Attention: Fedrico Hormozi
Traffic Engineer	Senior Electrical Engineer
Tel: 949/245-4569	Tel: 949/936-3464
email: isaac.alonso.rice@ocpw.ocgov.com	email: fedrico_hormozi@dor.ca.gov

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement

No. C-1-3001 to be executed on the date first above written.

CITY OF DANA POINT

By: __

Doug Chotkevys City Manager

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _

Will Kempton Chief Executive Officer

ATTEST:

By:

Kathy Ward City Clerk

APPROVED AS TO FORM:

By:

Kennard R. Smart, Jr. General Counsel

APPROVED AS TO FORM:

By: _

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A. Patrick Munoz City Attorney

APPROVAL RECOMMENDED:

By: _

Kia Mortazavi Executive Director, Planning

Dated:_____

Dated:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement

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CITY LAGUNA NIGUEL

By: ___

Gary Capata Mayor

ATTEST:

By: _

Pam Lawrence City Clerk

APPROVED AS TO FORM:

By: ____

Terry Dixon City Attorney

Dated:_____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement

No. C-1-3001 to be executed on the date first above written.

CITY MISSION VIEJO

By: ___

Dave Leckness Mayor

ATTEST:

By: _

Karen Hamman City Clerk

APPROVED AS TO FORM:

By: ____

City Attorney

Dated:_____

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	IN	WITNESS	WHEREOF,	the	parties	hereto	have	caused	this	Agreement
No.	C-1-	3001 to be ex	ecuted on the d	ate firs	t above w	ritten.				
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement

No. C-1-3001 to be executed on the date first above written.

COUNTY DEPARTMENT OF TRANSPORTATION

By: James Pinheiro Deputy District Director Operations and Maintenance

Dated:_____

AGREEMENT C-1-3001

Crown Valley Parkway

ATTACHMENT A

Project P Corridor Scope of Work Crown Valley Parkway

INTRODUCTION

The Renewed Measure M (M2), Project P - Regional Traffic Signal Synchronization Program (RTSSP) is a multi-agency, corridor-based approach that optimizes traffic signal timing based on analysis of metrics obtained from existing traffic patterns. This approach acknowledges local agency responsibility and control of signal timing and coordinates with project agencies to develop acceptable synchronization timing. The PARTICPATING AGENCIES/AGENCY (AGENCIES) along the **Crown Valley Parkway** corridor (PROJECT) have requested, as detailed in the approved application, that the Orange County Transportation Authority (AUTHORITY) be designated as the LEAD AGENCY. AUTHORITY will administer the work with the assistance of <u>consulting or contractor</u> services to provide project management, traffic signal timing optimization, and implementation of approved equipment upgrades as submitted in the application for PROJECT. This scope requires the active assistance by all corridor AGENCIES throughout the process even without special reference to their participation.

PROJECT TRAFFIC SIGNAL SYNCHRONIZATION – PRIMARY IMPLEMENTATION

The following is an outline of the scope of services for PROJECT Primary Implementation that is associated with developing and implementing optimal PROJECT time-of day traffic signal coordination plans:

1) Project Administration

AUTHORITY shall provide general project administration, environmental processing, and quality control. PARTICIPATING AGENCIES shall provide support project management services for the project intersections located within their jurisdiction and assist in maintaining PROJECT schedule.

a) Data Collection

The AUTHORITY will assemble with the assistance of PARTICIPATING AGENCIES the necessary data to understand the existing traffic conditions for the PROJECT and its respective traffic signal operations. This shall include, at minimum, the following:

 All data, documents, plans, photos, etc. related to each Project intersection within the past two years

AGREEMENT C-1-3001

Crown Valley Parkway

ATTACHMENT A

- Local agency timing preferences or policies for all modes of travel and special intersection treatments
- Manual and Machine Traffic counts for highway links and intersections for weekday and weekend time periods for all modes of travel. Special 72-hour video counts will be conducted at up to eight (8) intersections along the corridor with established special modal use.
- b) Field Reviews

AUTHORITY shall conduct PROJECT field reviews to verify collected data including geometric layout, inventory of existing traffic signal control and communications, and any and all factors that impact or affect signal progressions. AUTHORITY in coordination with the PARTICIPATING AGENCIES shall identify mitigations for the existing traffic signal control equipment or geometric layouts to determine recommended PROJECT related improvements

2) Signal Synchronization Timing

The AUTHORITY shall develop a signal synchronization model using Synchro and Sim Traffic 8.0 and Tru – Traffic 9.0 to verify the operation of existing timing and then produce and evaluate potential timing changes that would improve or refine the corridor traffic flows through improved optimized signal operations. The PARTICIPATING AGENCIES shall be involved in the review and validation of the recommended signal timing. The OCTA Corridor Synchronization Performance Index (CSPI) combines Average Speed, Stops per Mile, and Greens per Red (number of intersections successfully traversed on a Green Light vs. Stopped by a Red Light) into a composite index. The CSPI shall be the defined metric in this evaluation

The AUTHORITY shall utilize the approved Optimized Signal Timing and implement the timing into the central and field controller systems and provide Fine Tuning services. The After Study Travel Time Runs Shall be performed and the Before to After comparison CSPI shall then be determined

3) Before and After Studies and Reports

AUTHORITY shall conduct real-time floating car "runs" in each direction during the planned (Before) and implemented (After) time periods of PROJECT traffic signal synchronization. Summary reports shall be prepared by AUTHORITY in coordination with the

AGREEMENT C-1-3001

Crown Valley Parkway

ATTACHMENT A

PARTICIPATING AGENCIES to indentify improvements in metrics from the Before to After conditions. The Before and After Study shall constitute the PROJECT Final Report.

Additionally, this report shall document improvements accomplished and recommend procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system.

4. Engineering Design, Review, and Procurement/Construction - Support Infrastructure

Each AGENCY shall provide sufficient staffing to provide Engineering Design Review of Consultant provided design documentation. If design documentation is provided by the AGENCY for PROJECT, the Engineering Design Review requirement shall be satisfied. Purchase and construction/installation of the requested traffic signal infrastructure and upgrades, software, licenses, or other components as approved in the application shall be by the AUTHORITY in the name of and for the end user AGENCY. The AUTHORITY shall work with the PARTICIPATING AGENCIES to coordinate design, identification of applicable standards/specifications, purchasing and/or installation of the required improvements. Design and other technical support to implement the upgrades shall be subject to the designated cost estimate. The budget for these improvements is fixed to the approved budget and will be subject to revised scope or additional contributions. The highest priority improvements shall be those that are required to optimize signal timing. The AGENCY shall waive all fees for permits and inspections services to PROJECT.

PROJECT TRAFFIC SIGNAL SYNCHRONIZATION - ON GOING MAINTENANCE AND MONITORING

The following is a summary of the on-going maintenance and monitoring for PROJECT:

1) Continued Signal Timing Support

From the date of completion and acceptance of the signal timing implementation by the AGENCIES, the AUTHORITY shall provide regularly scheduled monthly signal timing support to monitor, observe, fine-tune and optimize the signal timing and phasing operation, PROJECT wide. The AUTHORITY shall provide a reporting mechanism to the AGENCIES documenting any changes made or recommended including maintenance issues regarding systems components directly related to the Systems

AGREEMENT C-1-3001

Crown Valley Parkway

ATTACHMENT A

infrastructure installed or constructed through PROJECT. This Continued Signal Timing Support period will end after two years (24 months) or no longer than the PROJECT grant period.

2) Two Year Communication and Detection Support

Authority shall provide regular monthly scheduled communication and detection support to ensure necessary conditions for signal synchronization. This will primarily focus on the monitoring and reporting of communications and detection issues. As issues are identified, they will be reported to the local agencies and potential repairs will be identified with local agencies' consultation.

AGREEMENT C-1-3001 PROJECT P - CROWN VALLEY PKWY - WORK BY LOCATION ATTACHMENT A

Crown Valley Parkway - Work by Location

Agency	Crown Valley Parkway @	Location	Node #	Description of Work This Location
Dana Point	Pacific Coast Hwy	1	7962	es, power supply, DIGI Terminal server
Dana Point	Sea Island Drive	2	7951	see wishlist
Laguna Niguel	Pacific Island Dr/Camino Del Avion	3	5667	
Laguna Niguel	Club House Drive	4	5662	
Laguna Niguel	Hillhurst Drive	5	5610	ca, E- I/C, TP12, ee
Laguna Niguel	Alicia Pkwy	6	5657	ca, E- I/C, TP12, ee
Laguna Niguel	Niguel Road	7	5654	ca, E- I/C, TP12, ee
Laguna Niguel	Community Park Entrance	8	5651	ca, E- I/C, TP12, ee
Laguna Niguel	Central Park Drive	9	5649	ca, E- I/C, TP12, ee
Laguna Niguel	La Plata Drive	10	5608	ca, E- I/C, TP12, ee
Laguna Niguel	La Paz Drive	11	5646	ca, ee, E- I/C, TP12
Laguna Niguel	La Paz Drive at King's Road	11A	5606	ca, E- I/C, TP12
Laguna Niguel	Adelanto Drive	12	5607	ca, E- I/C, TP12
Laguna Niguel	Nueva Vista Drive	13	5605	ca, E- I/C, TP12
Laguna Niguel	Moulton Pkwy/Golden Lantern	14	5641	ee
Laguna Niguel	Greenfield Drive	15	5636	
Laguna Niguel	Cabot Road	16	5633	
Laguna Niguel	Forbes Road	17	5682	
Caltrans	I-5 SB Ramps	18	311	VS, com6A, ca, CM
Caltrans	I-5 NB Ramps	19	352	VS, com6A, 170E, com400, ca, CM, FS, gps
Mission Viejo	Kaleidoscope	20	5075	
Mission Viejo	Puerta Real	21	5141	
Mission Viejo	Medical Ctr Rd/Dr. Guevarra Way	22	5140	
Mission Viejo	Los Altos	23	5289	
Mission Viejo	Bellogente	24	5125	
Mission Viejo	Marguerite Pkwy	25	5127	
Mission Viejo	Jardines	26	5076	
County of Orange	Cecil Pasture Rd.	27	6449	
County of Orange	O'Neill Dr	28	6450	
County of Orange	Sienna Pkwy	29	6448	
County of Orange	Antonio Pkwy	30	6451	

cu = controller unit; ca = controller assembly includes cu + all necessary equipment and appurtenances + es; ce = cabinet equipment; es = ethernet switch; FS = Fiber Switch; ee = ethernet extender; gps = gps interface and antennae installed; 2070 = 2070 Com## - 2070 Communication Module, 170E - Field Master; CM = Modem - Communications Module; C = CenTracs; TAC = TACTICS; ASCL = ACS Lite; A = Aries; Existing or New I/C = Interconnect Conduit with media; media - F = Fiber Optic, TP = ## pair Twisted; VD = Video Detection; WD - Wireless Detection; SD Surveillance System; W = WiFi; WR = Wirless Radio; BT- Bluetooth; L = Loop Detector; EVP = Emergency veh. pre-empt; T ## = Type II or III Electrical Service; a # following item codes = quantity (i.e. L42 = install 42 loop detectors); * = shared ownership; ** following task code = NOT A PART, agency pays 100% for that task only; m - cu = modify existing controller. New controller may be substituted if functionally equivalent. **CONSULTANT is cautioned to verify interconnect components in field.**

All equipment is furnished and installed and/or modify existing installation with 1 year guaranty on labor and material. Firmware and Software Upgrades for installed specified systems are included in the installed price for a period of 3 years. Excludes new software for new features not originally installed nor specified to be installed and included. Removal of existing equipment and appurtenances is included in the furnish and install or modify existing installation price. PS & E may be available at no cost to the Consultant from Project Agencies.

AGREEMENT C-1-3001 PROJECT P - CROWN VALLEY PKWY WORK BY LOCATION ATTACHMENT A

Comments, Wishes, Needs of Dana Point

Priority	Description	Comments
1	RAD Airmux 200 wireless mesh camera	
2	Tropos 5320 wireless mesh radio	
3	Sony SNC-RZ50N camera	
4	Dotworkz D2 camera enclosure	
5	Ethernet switch	
6	Power supply (43-10-008)	
7	DIGI Terminal Servers	
8	Enclosure for parts on pole, UPS, ethernet hub, power cables, software license	

AGREEMENT C-1-3001 PROJECT P - CROWN VALLEY PKWY - WORK BY LOCATION ATTACHMENT A

Comments, Wishes, Needs of Laguna Niguel

Priority	Description	Comments
1		

AGREEMENT C-1-3001 PROJECT P - CROWN VALLEY PKWY - WORK BY LOCATION ATTACHMENT A

Comments, Wishes, Needs of Mission Viejo

Priority	Description	Comments
1	Fiber cable gap-closure between CVP and Medical Cener to Medical Center and Hospital traffic signal. Includes splicing connection on each end. Conduit is already in place.	

AGREEMENT C-1-3001 PROJECT P - CROWN VALLEY PKWY - WORK BY LOCATION ATTACHMENT A

Comments, Wishes, Needs of OC Public Works

Priority	Description	Comments	
		Serimonite	
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AGREEMENT C-1-3001 PROJECT P - CROWN VALLEY PKWY - WORK BY LOCATION ATTACHMENT A

	Comments, Wishes, Needs	of Caltrans		
Instructions: Enter any special circumstance such as conduit, communications, central or field master modifications, new systems, TMC, VIDS, etc. that are not part of the intersection listing on the Main Data Sheet. Prioritize with 1 being best and 5 being worst. Add items if you wish.				
Priority	Description	Comr	nents	
1	Two (2) Controller Upgrades - 2070			
2	Cabinet foundation			

AGREEMENT NO. C-1-3001 ATTACHMENT B

Local Match Commitment

Details of Matching Funds: (must be consistent with PROJECT APPLICATION):

Provide details in tables

Direct Dollar Match

Total Dollar Match for the Project: \$ 61,300

In Lieu of Funding:

Total In Lieu Funding for the Project: \$ 30,500

Total Match for Project \$ 91,800

Direct Dollar Match -

Agency	Funding Source	Amount of Direct Contribution
City of Dana Point		\$600
City of Laguna Niguel		\$53,900
County of Orange		\$6,800
	TOTAL	\$61,300

In Lieu/Soft Match of Improvements or Staffing Support

Specific Improvements and Services (List items and Cost)

Agency	Improvement	Date of Construction	Expenditure
			\$
			\$
			\$
			\$
		TOTAL	\$

AGREEMENT NO. C-1-3001 ATTACHMENT B

Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Hourly Rate (Including burden)	Total
City of Dana Point	Engineering	Project Admin	34	\$100/hour	\$ 3,400*
Caltrans	Engineering	Project Admin	152	\$100/hour	\$ 15,200*
City of Mission Viejo	PW Director	Project Admin	5	\$232/hour	\$ 1,160*
City of Mission Viejo	City Engineer	Project Admin	10	\$166/hour	\$ 1,660*
City of Mission Viejo	Traffic Eng	Project Admin	25	\$145/hour	\$ 3,625*
City of Mission Viejo	Trans Analyst	Project Admin	25.05	\$94/hour	\$ 2,355*
City of Mission Viejo	PW Inspector	Project Admin	25	\$124/hour	\$ 3,100*
				TOTAL	\$ 30,500*

*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.