

RESOLUTION NO. 20-19

Resolution Of The City Council Of Emeryville Authorizing The City Manager To Issue A Purchase Order To Advanced Traffic Products, Inc. In The Amount Of \$115,554.60 For The Purchase Of Equipment For Transit Signal Priority (TSP) Expansion On City Corridors Related To The IDEA Grant Project, CIP No. T-10 (Project No. 20254001)

WHEREAS, on November 17th, 2017, City Staff turned in an “Innovative Deployments to Enhance Arterials” (IDEA) application to MTC for a proposed project that included a fusion of various technology-focused transportation elements to be deployed throughout the City of Emeryville; and

WHEREAS, on February 14th, 2018, MTC’s Programming and Allocations Committee released the results and Emeryville’s project was selected to be programmed and funded; and

WHEREAS, on October 30th, 2018, City Council gave authorization for the City Manager to execute a funding agreement for Innovative Deployments to Enhance Arterials (IDEA) Category 2 Project, a Supplement 1 to the Master Funding Agreement with MTC, and for all other agreements necessary to implement the IDEA project; and

WHEREAS, AC Transit currently uses the Global Traffic Technologies (GTT) GPS-based TSP equipment on its bus fleet and the central monitoring system at its offices to manage the TSP equipment and AC Transit also uses GTT GPS-based TSP equipment at the signalized intersections since the TSP equipment on its bus fleet works exclusively with this intersection equipment; and

WHEREAS, the new intersection TSP system in City of Emeryville is specialized equipment required to be compatible with AC Transit's existing bus fleet TSP system, which is widely deployed throughout its multi-county service area, and AC Transit's existing central monitoring system in order to function; and

WHEREAS, since AC Transit requires this specific TSP equipment by a specific manufacturer for interoperability with the larger system, the direct sourcing of the proprietary GTT TSP equipment by City of Emeryville is necessary for synchronization with existing facilities per 23 CFR 635.411(a)(2) and is in the public's best interest; and

WHEREAS, the City has funds encumbered in General Fund 475 under CIP Project No. 20254001 to make this purchase order and the City will be reimbursed into Fund 254 – ACTC Grant/MTC Grant for these costs; now, therefore, be it

RESOLVED, by the City Council of the City of Emeryville hereby authorizes the City Manager to issue a purchase order to Advanced Traffic Products, Inc. in the amount of \$115,554.60 for the purchase of equipment for Transit Signal Priority (TSP) Expansion on City corridors related to the IDEA Grant Project, CIP No. T-10 (Project No. 20254001).

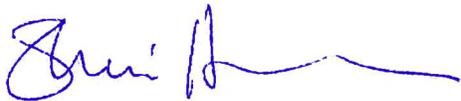
ADOPTED, by the City Council of the City of Emeryville at a special meeting held Thursday, March 19, 2020, by the following vote:

AYES:	<u>5</u>	Mayor Patz, Vice Mayor Martinez, and Council Members Bauters, Donahue, and Medina
NOES:	<u>0</u>	_____
ABSTAIN:	<u>0</u>	_____
ABSENT:	<u>0</u>	_____



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



*Building critical
traffic connectionssm*

Warranty Overview—Opticom™

To protect the purchases made by its valued customers and as demonstration of the superb quality of its Opticom products, Global Traffic Technologies, LLC (“GTT”) offers a robust warranty program with its Opticom product line, pursuant to the terms and conditions herein. This warranty is made for the exclusive benefit of the original end-user customer and shall not accrue to the benefit of any other user, third party or dealer, unless otherwise required by law.

The Opticom warranty includes all Opticom hardware products sold to an end-user customer, with coverages as follows:

Years 1-5

Should an Opticom component fail within the first five years after purchase, GTT will repair or replace (at GTT’s discretion) the product at no charge to the end-user customer.

Years 6-10

Should an Opticom component fail within years 6-10 after purchase, GTT will repair or replace (at GTT’s discretion) the product for a fee of 25% of the then current list price. All repairs carry a one-year warranty.

Extended Warranty

For an up-front fee of 15% of the original purchase price, any end-user customer may elect to extend the “Years 1-5” warranty to a ten year warranty, meaning should an Opticom component fail within the first ten years after purchase, GTT will repair or replace (at GTT’s discretion) the product at no charge to the end-user customer.

***Note:** Opticom 795 emitters are excluded from the “Years 6-10” and “Extended Warranty” sections of this warranty program.*

Exclusive Limited Warranty: GTT warrants that, during the warranty period described above, its Opticom system will deliver the same level of system operability and functionality as defined in the published GTT specifications applicable to the version of components purchased. THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY RELATING TO THE OPTICOM SYSTEM SOLD OR MANUFACTURED BY GTT. GTT MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ITS OPTICOM SYSTEM. GTT SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES REGARDING ITS OPTICOM SYSTEM, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM A COURSE OF DEALINGS OR USAGE OF TRADE.

Warranty Exclusions: This warranty shall not apply to (A) incandescent lamps (confirmation lamps) or (B) to any defect or impairment of operability or functionality resulting from or caused by: (1) alteration, misuse, incorrect installation, neglect of the system or damage due to an accident; (2) repair or modification of the system by persons not authorized by GTT; (3) extreme atmospheric or weather conditions; (4) events or use outside the normal or anticipated course; or (5) improper packaging or damage during shipment by the end-user customer or party other than GTT. In addition, the Opticom system integrates an array of matched components. GTT has designed, developed and tested Opticom system components as part of a matched component system. To ensure system integrity and optimal performance, the emitters, detectors, radios/GPS components, detector cables, phase selectors/discriminators and system software must all be GTT components. The use or integration of any GTT system with any non-GTT component shall void all GTT warranties with respect to such GTT system.

Sale and use of the Opticom system is expressly restricted to authorized agencies of government customers, within their specific jurisdictions. However, because the signal generated by the Opticom system is not exclusive, GTT does not warrant exclusive activation by purchaser. Authorized users desiring to use or coordinate use of the Opticom system with that of other jurisdictions must first obtain the prior written approval of each authorized user in the jurisdiction where use is sought.

Remedies and Limitation of Liability: In the event that any Opticom system sold or manufactured by GTT fails to conform to the terms of GTT's warranty as provided herein, the original end-user customer's exclusive remedy shall be limited to the return of the non-conforming goods to GTT for repair or replacement of the non-conforming components, as determined by GTT in its sole discretion. The cost of return shipping to GTT is the responsibility of the end-user customer. All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to GTT within 30 days of discovery of the alleged non-conformance. IN NO EVENT SHALL GTT BE LIABLE FOR ANY OTHER INJURY OR DAMAGES, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF GOOD WILL, ATTORNEYS' FEES, DAMAGE TO BUSINESS OR BUSINESS RELATIONSHIPS OR OTHER FORMS OF ECONOMIC LOSS ARISING FROM, CONNECTED WITH, OR RELATING TO GTT'S ACTS OR OMISSIONS, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF ANY CONTRACTUAL TERM OR LEGAL DUTY IN CONTRACT, TORT, STATUTE OR OTHER THEORY OF LIABILITY. In addition, because GTT systems are installed by other parties and in a variety of end-user customer-specific applications, and because GTT's products are used by trained professionals, under often extreme emergency conditions, GTT shall not be liable for any personal injury, wrongful death or property damages caused by or arising from any alleged defect, non-conformance, or failure of its systems to function, operate or perform, whether asserted in warranty, contract, tort or other theory of liability. No action, regardless of form, arising out of or alleging either a breach of any warranty or a breach of any contractual term or legal duty by GTT may be brought more than one year after the cause of action accrues.

Warranty Claim Process: Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333 for assistance in locating an authorized repair facility servicing your country.

Severability: Should any portion of this warranty be declared void or otherwise rendered without effect, the remaining provisions of the warranty shall continue in full force and effect.