

AGREEMENT TYPE:	Cooperative Agreement
DESCRIPTION:	Transit Signal Priority agreement between a city traffic engineering department and a transit operator.
SOURCE:	Used a Cooperative Agreement from AC Transit (Oakland, CA) governing Transit Signal Priority as the basis for development of this agreement template.
INTENT OF THE SOURCE AGREEMENT:	A Cooperative Agreement to govern the roles and responsibilities of AC Transit and the Alameda County Congestion Management Agency (ACCMA) in the funding and development of Transit Signal Priority along four (4) corridors for the Transbay Rapid Bus Project.
PARTIES TO THE SOURCE AGREEMENT:	AC Transit and the Alameda County Congestion Management Agency (ACCMA).
CONTACTS:	<p>AC Transit Joan Martin Capital Planning and Grants Manager 1600 Franklin St Oakland, CA 94612 510-891-4777</p> <p>Alameda County Congestion Management Agency (ACCMA) 1333 Broadway St. Suite 200 Oakland, CA 94612-1918 510-836-2560</p>
OTHER NOTES:	None
POTENTIAL USES IN THE CENTRAL COAST REGION:	<ul style="list-style-type: none"> An agreement between a city / county traffic engineering department and a transit operator.

**AGREEMENT TEMPLATE AS PRESENTED TO
THE CENTRAL COAST REGION**

(revised based on comments received at June 16, 2006 project stakeholder meeting)

**COOPERATIVE AGREEMENT
FOR TRANSIT SIGNAL PRIORITY COORDINATION
Alisal Street Corridor Transit Signal Priority Project**

This AGREEMENT is made and entered into this ___day of____, 2006, by and between the City of Salinas, Development and Traffic Engineering Department (SALINAS TRAFFIC) and Monterey - Salinas Transit (MST), a Joint Powers Agency providing transit service in Monterey County.

RECITALS

- A.** SALINAS TRAFFIC and MST, in cooperation with other local, state and federal agencies, intend to deploy an Transit Signal Priority (TSP) system (the Project) in the City of Salinas in the Alisal St Corridor, between US-101 and West Blanco Road (the "Corridor"). The Corridor may include portions of other arterials in the vicinity of the Corridor as necessary.
- B.** The objective of the Project is to improve transit travel times in the corridor to enhance mobility in the City of Salinas and reduce mobile source vehicle emissions in Monterey County.
- C.** SALINAS TRAFFIC and MST anticipate the Project will meet its objectives by improving transit travel times along the Corridor.
- D.** The parties mutually agree that this Corridor is a prime candidate for capital funding for the jointly sponsored project identified in the most recent State Transportation Improvement Program (STIP), administered by the Transportation Agency for Monterey County (TAMC), acting in its role as administrator of STIP funds for Monterey County.
- E.** The parties mutually agree that this Corridor is a prime candidate for capital funding for the jointly sponsored project identified in the most recent MST Short Range Transit Plan (SRTP), and funded through Federal Transit Administration (FTA) Capital Grant funds, of which MST is a designated recipient.
- F.** The parties hereto mutually desire to cooperate in project development activities and intend to define herein the terms and conditions under which the Project is to be implemented.

SECTION I.
PROJECT DESIGN, CONSTRUCTION AND ADMINISTRATION

A. THE PARTIES MUTUALLY AGREE:

1. To provide all necessary conceptualization, engineering, design, software development, coordination, contract administration, procurement, construction supervision and administration services for the Project.
2. To apply for necessary encroachment and other permits for the required work in accordance with applicable California Department of Transportation ("Caltrans") and/or local agencies' standard permit procedures.
3. To coordinate with Caltrans [if / as applicable] and local agencies to develop and implement the signal timing component for the Project.
4. To advertise, bid, award, contract and administer the procurement of the Project components and construction of the Project in accordance with the requirements set out in the California Public Contract Code governing the competitive solicitation and award of contracts by local agencies.
5. To coordinate software development, integration and implementation of the Project.
6. To retain or cause to be retained for audit by the State, FTA or other government auditors, for a period of three (3) years from date of final approval, all records and accounts relating to construction of Project.
7. To transfer to local agencies or Caltrans [if / as applicable] ownership of all Project materials, equipment and appurtenances located within the jurisdiction of said agency upon completion of all work under this Agreement. Title will automatically vest in said local agency or Caltrans and no further agreement will be necessary to transfer ownership to local agency or Caltrans upon acquisition, construction, and installation of such facilities. [if / as applicable]

B. MST AGREES:

1. To participate with SALINAS TRAFFIC, Caltrans and local agencies in planning, designing and approval of the Project.
2. To install, at its own expense, _____ **[name or type of in-vehicle equipment that will interact with the signal system to effect transit signal priority]** compatible with the Project on all vehicles regularly operating along the Corridor by June 30, 2007.
3. To participate with SALINAS TRAFFIC and its designated contractors, agents, and representatives in testing and acceptance of the Project.
4. To assist SALINAS TRAFFIC in obtaining approvals from Caltrans [if / as applicable] and local agencies necessary for implementation of the Project.

5. To participate with SALINAS TRAFFIC and its designated contractors, agents, and representatives to perform an evaluation study after the completion and implementation of the Project.
6. To provide, at no cost, a designated representative to assist with coordination of the Project and all construction or installation work.

C. SALINAS TRAFFIC AGREES:

1. To participate with MST, Caltrans and local agencies in planning, designing and approval of the Project.
2. To install, at its own expense, _____ **[name or type of controllers and ancillary equipment required to interact with the in-vehicle equipment to effect transit signal priority]** compatible with the Project at all transit priority-designated intersections along the Corridor by June 30, 2007.
3. To coordinate project design and construction activities with MST and its designated contractors, agents, and representatives in as appropriate in testing and acceptance of the Project.
4. To assist MST in specifying the proper in-vehicle and ancillary equipment necessary for implementation of the Project.
5. To participate with SALINAS TRAFFIC and its designated contractors, agents, and representatives to perform an evaluation study after the completion and implementation of the Project.
6. To provide, at no cost, a designated representative to assist with coordination of the Project and all construction or installation work.

**SECTION II.
ON-GOING SYSTEM OPERATIONS**

A. THE PARTIES MUTUALLY AGREE:

1. To work cooperatively to maximize the anticipated project benefits of the implemented system(s).
2. To adhere to industry standards in operation of the implemented system(s).
3. To coordinate with Caltrans [if / as applicable] and other local agencies in the operations of the implemented system(s).
4. To properly maintain all components of the implemented system(s).
5. To work cooperatively on periodic evaluation of the implemented system(s).
6. To work cooperatively to adjust systems operations if deemed necessary by the results of periodic evaluation of the implemented system(s).

B. MST AGREES:

1. To properly operate and maintain the in-vehicle equipment portion of the implemented system(s).
2. To operate the system in the spirit of the project concept and not abuse the ability to modify signal operations.
3. To promptly report any observed or suspected anomalies in systems operations to SALINAS TRAFFIC for investigation and correction if necessary.

C. SALINAS TRAFFIC AGREES:

1. To properly operate and maintain the roadside / roadway equipment portion of the implemented system(s).
2. To allow operation of the system in the spirit of the project concept.
3. To promptly report any observed or suspected anomalies in systems operations to MST as well as the anticipated course of action for investigation and correction if necessary.

**SECTION III.
MISCELLANEOUS PROVISIONS**

A. THE PARTIES MUTUALLY AGREE:

1. All obligations of MST under the terms of this Agreement are subject to the limits of the funds received by MST specifically for the design, procurement, construction and implementation of the Project. Subject to such funding conditions and limitations, the parties agree that SALINAS TRAFFIC'S services under this Agreement are intended to encompass all aspects of development and delivery of the Project.
2. All obligations of SALINAS TRAFFIC under the terms of this Agreement are subject to the limits of the funds received by SALINAS TRAFFIC specifically for the design, procurement, construction and implementation of the Project. Subject to such funding conditions and limitations, the parties agree that MST'S services under this Agreement are intended to encompass all aspects of development and delivery of the Project.
3. The total cost for Project implementation is estimated to be \$_____ [insert project cost information]. [Identify the funding sources of the project with appropriate references to specific sections of enacting / authorizing legislation or local ordinances] in the amount of \$_____ [insert appropriate dollar amount], and _____ [identify other funding sources as appropriate, as above] monies in the amount of \$_____ [insert appropriate dollar amount] are expected to fully finance the Project, as

shown in Exhibit A [**attach a matrix or other narrative exhibit that displays the funding scenario for the project, with fiscal years of availability of funds and any other pertinent information**].

4. SALINAS TRAFFIC shall not begin work on the Project until _____ [**insert funding agency(ies) name(s)**] commits to the funding shown in Exhibit A.
5. MST shall not begin work on the Project until _____ [**insert funding agency(ies) name(s)**] commits to the funding shown in Exhibit A.
6. Either party may administer the procurement of the Project components in one or multiple phases, may procure such components separately from the construction of the Project. SALINAS TRAFFIC may award the construction of the Project through any means permissible under the provisions of the California Public Contract Code as applies to contracting by local agencies. MST reserves the right to review any and all bid solicitation and contract documents to ensure compliance with laws, rules and regulations governing contracting by local agencies.
7. SALINAS TRAFFIC will use its best efforts to complete the implementation of the roadside / roadway elements of the Project prior to _____ [**insert target completion date**]. However, SALINAS TRAFFIC shall not be responsible for any delays associated with implementation of the Project outside of SALINAS TRAFFIC'S reasonable control, including but not limited to delays caused by agency reviews or approvals, utility delays or conflicts, _____ [**insert any other anticipated agency or issues if / as appropriate / applicable**] delays or delays caused by unforeseen construction factors.
8. MST will use its best efforts to complete the implementation of the transit signal priority elements of the Project prior to _____ [**insert target completion date**]. However, MST shall not be responsible for any delays associated with implementation of the Project outside of MST'S reasonable control, including but not limited to delays caused by agency reviews or approvals, utility delays or conflicts, _____ [**insert any other anticipated agency or issues if / as appropriate / applicable**] delays or delays caused by unforeseen construction factors.
9. In the construction of said work, SALINAS TRAFFIC will furnish a designated representative to perform the functions of a Resident Engineer.
10. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties, or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the improvement or maintenance of State highways greater than the standard of care imposed by law.
11. Neither MST, nor its Directors, officials, officers, agents, and employees, shall be responsible for any damage or liability occurring by any act or omission by SALINAS TRAFFIC under or in connection with any work, authority or

jurisdiction delegated to SALINAS TRAFFIC under this Agreement. It is understood and agreed that, pursuant to _____ **[insert proper legal reference(s), as appropriate]**, SALINAS TRAFFIC shall fully defend, indemnify and hold harmless MST, its Directors, officials, officers, agents, *and* employees from all claims, suits or actions of every nature, kind and description brought for or on account of injury (as defined in _____ **[insert proper legal reference(s), as appropriate]**) occurring by reason of any act or omission by SALINAS TRAFFIC under or in connection with any work, authority or jurisdiction delegated to SALINAS TRAFFIC under this Agreement.

12. Neither SALINAS TRAFFIC, nor its officers and employees, shall be responsible for any damage or liability occurring by reason of act or omission by MST under or in connection with any work, authority or jurisdiction delegated to MST under this Agreement. It is understood and agreed that, pursuant to _____ **[insert proper legal reference(s), as appropriate]**, MST shall fully defend, indemnify and hold harmless the SALINAS TRAFFIC, and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in _____ **[insert proper legal reference(s), as appropriate]**) occurring by reason of act or omission by MST under or in connection with any work, authority or jurisdiction delegated to MST under this Agreement.
13. MST acknowledges and agrees that part, or all, of the Project conceptualization, planning, design, engineering, contract administration, procurement, construction, construction supervision and administrative support services may be performed by SALINAS TRAFFIC'S designated contractors, agents, and representatives.

IN WITNESS WHEREOF, SALINAS TRAFFIC and MST each have by order caused the AGREEMENT to be subscribed by the binding authority thereof.

SALINAS TRAFFIC

By: _____

Date: _____

[name of person authorized to execute agreement], [title]

RECOMMENDED BY:

Approved as to form and legality:

[name of agency staff member (or that person's superior, as appropriate) responsible for overseeing the project on behalf of the agency], [title]

By: _____

[name of person authorized to approve form of agreement (i.e. legal counsel)], [title]

MST

By: _____

Dated: _____

[name of person authorized to execute agreement], [title]

ATTEST

Approved as to form and legality:

[name of person authorized to approve form of agreement (i.e. legal counsel)], [title]

Exhibit A

Items	MST Contribution	SALINAS TRAFFIC Contribution	Total Budget
	[funding source]	[funding source]	
<p>[insert major project improvement elements as appropriate]</p> <p>[such as: traffic signal controllers, in-vehicle equipment, hardware, software, etc.]</p> <p>[project management, project administration costs as appropriate, engineering costs as appropriate]</p> <p>[etc.]</p> <p>[etc.]</p> <p>[etc.]</p> <p>[etc.]</p>	<p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p>	<p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p>	<p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p> <p>\$[insert appropriate dollar amount]</p>
Total	\$[insert appropriate dollar amount]	\$[insert appropriate dollar amount]	\$[insert appropriate dollar amount]

Notes:

1. **[enumerate any exceptions, deviations or conditions on the above matrix]**
2. **[enumerate any exceptions, deviations or conditions on the above matrix]**
3. **[enumerate any exceptions, deviations or conditions on the above matrix]**

**SOURCE AGREEMENT
FROM WHICH THE TEMPLATE AGREEMENT WAS DERIVED**

ACTION MEMO

AC TRANSIT DISTRICT

Board of Directors

Executive Summary

GM Memo No. 06-029

Meeting Date: January 18, 2005

Committees:

Planning Committee

External Affairs Committee

Finance Committee

Operations Committee

Board of Directors

Financing Corporation

SUBJECT:

COOPERATIVE AGREEMENT WITH THE ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY (ACCMA) FOR DESIGN, CONSTRUCTION AND ADMINISTRATION FOR SIGNAL IMPROVEMENTS IN THE BAY BRIDGE - WEST GRAND - 20TH STREET - HARRISON STREET - MACARTHUR CORRIDOR FOR THE TRANSBAY RAPID BUS PROJECT

RECOMMENDED ACTION:

Information Only

Briefing Item

Recommended Motion

Fiscal Impact: Allows pass-through of \$205,000 granted to AC Transit from the Bay Area Air Quality Management District's TFCA funding program to ACCMA for integrated management and delivery of capital improvements to the corridor's signalization system.

BOARD ACTION:

Approved as Recommended []

Other []

Approved with Modification(s) []

[To be filled in by District Secretary after Board/Committee Meeting]

The above order was passed on

_____, 2006.

Rose Martinez, District Secretary

By _____

GM Memo No. 06-029

Subject: **COOPERATIVE AGREEMENT WITH THE ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY (ACCMA) FOR DESIGN, CONSTRUCTION AND ADMINISTRATION FOR SIGNAL IMPROVEMENTS IN THE BAY BRIDGE - WEST GRAND - 20TH STREET - HARRISON STREET - MACARTHUR CORRIDOR FOR THE TRANSBAY RAPID BUS PROJECT**

Date: January 18, 2006

Page 2 of 2

Background/Discussion:

The Alameda County Congestion Management Agency (ACCMA) is working with AC Transit to reduce congestion on the Bay Bridge by making Rapid Bus improvements along the Bay Bridge - West Grand Avenue, 20th Street, Harrison Street, Grand Avenue, and MacArthur Boulevard Corridor. The ACCMA currently receives Regional Measure 2 (RM2) funding directly for the same project, with AC Transit as co-sponsor, and serves as the coordinating agency for project design and construction. The District was awarded Transportation for Clean Air grant funds from the Bay Area Quality Management District (BAAQMD) in the amount of \$205,000 for construction on this project.

The attached agreement between AC Transit and ACCMA allows the ACCMA to continue to manage the project by allowing AC Transit to transfer BAAQMD funds to the ACCMA for project delivery. The transit priority elements of the project are scheduled to be completed by June 26, 2006.

Attachments:

Draft Cooperative Agreement for Design, Construction and Administration Relating to Transit and Traffic Signal Improvements in the Bay Bridge - West Grand - 20th-Grand and MacArthur Corridor

Approved by: **Rick Fernandez, General Manager**
 Deborah McClain, Chief Financial Officer

Prepared by: **Joan Martin, Capital Planning and Grants Manager**

Date Prepared: **January 11, 2006**

GM MEMO 06-029 ATTACHMENT

**COOPERATIVE AGREEMENT
FOR DESIGN, CONSTRUCTION AND ADMINISTRATION RELATING TO
TRANSIT AND TRAFFIC SIGNAL IMPROVEMENTS IN THE
GRAND.MACARTHUR CORRIDOR**

This AGREEMENT is made and entered into this ___ day of ____, 2005, by and between the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY, a joint powers agency (hereinafter "CMA") and the ALAMEDA-CONTRA COSTA TRANSIT DISTRICT, a mass transit operator (hereinafter "AC Transit").

RECITALS

A. CMA and AC Transit, in cooperation with other local, state and federal agencies, intend to develop a Transbay Rapid Bus Project (the Project) in the Grand Avenue-MacArthur Boulevard Corridor in Oakland (the "Corridor"), The Corridor may include portions of West Grand Avenue, 20th Street, Harrison Street and/or other arterials as necessary.

B. The objective of the Project is to create a rapid transit system in the corridor that will reduce congestion on the Bay Bridge and make improvements in travel on the Corridor.

C. CMA and AC Transit anticipate the Project will meet its objectives by providing a bus service that provides frequent service along the Corridor with limited stops and fast speeds. CMA and AC Transit desire that the bus service have speeds, frequencies and passenger amenities that approach the qualities of rail transit systems.

D. The parties mutually agree that this Corridor is a prime candidate for capital funding from the jointly sponsored project identified in Regional Measure 2 (Streets and Highway Code Section 30914 (c) (29)), administered by the Metropolitan Transportation Commission ("MTC") acting in its role as the Bay Area Toll Authority ("BATA"), and that as a result the Project will be designed and operated as an integral, comprehensive and direct program to reduce congestion on the Bay Bridge in a Corridor distinct and separate from BART.

E. In addition to the jointly sponsored Regional Measure 2 funds, AC Transit has obtained a Transportation Fund for Clean Air grant from the Bay Area Air-Quality Management District to further fund capital improvements in the Corridor. AC Transit intends to make this funding available to the CMA to allow for integrated management and delivery of the Project.

F. The Project includes the development of an overall Corridor Systems Engineering Analysis that would identify strategies and tasks to achieve Project objectives. Elements within the plan will include a transit service design; an analysis of Corridor traffic conditions; improvements to traffic signal systems (including headway-based transit signal priority system utilizing an optical detection system, signal upgrades, signal interconnect, signal timing transit), other bus priority improvements as determined during the Project, including dedicated street space and high occupancy vehicle lanes; passenger amenities and other improvements for traffic management along the Corridor.

G. The parties hereto mutually desire to cooperate in project development activities and intend to define herein the terms and conditions under which the Project is to be implemented.

**SECTION I.
PROJECT DESIGN, CONSTRUCTION AND ADMINISTRATION**

A. CMA AGREES:

1. To provide all necessary conceptualization, engineering, design, software development, coordination, contract administration, procurement, construction supervision and administration services for the Project.

2. To apply for necessary encroachment and other permits for the required work in accordance with applicable California Department of Transportation ("Caltrans") and/or local agencies' standard permit procedures.

3. To coordinate with Caltrans and local agencies to develop and implement the signal timing component for the Project.

4. To advertise, bid, award, contract and administer the procurement of the Project components and construction of the Project in accordance with the requirements set out in the California Public Contract Code governing the competitive solicitation and award of contracts by local agencies.

5. To coordinate software development, integration and implementation of the Project.

6. To retain or cause to be retained for audit by AC Transit, the State or other government auditors, for a period of three (3) years from date of final approval, all records and accounts relating to construction of Project.

7. To transfer to local agencies or Caltrans ownership all Project materials, equipment and appurtenances located within the jurisdiction of said agency upon completion of all work under this Agreement. Title will automatically vest in said local agency or Caltrans and no further agreement will be necessary to transfer ownership to local agency or Caltrans upon acquisition, construction, and installation of such facilities.

B. AC TRANSIT AGREES:

1. To participate with CMA, Caltrans and local agencies in planning, designing and approval of the Project.

2. To install, at its own expense, optical emitter units compatible with the Project on all vehicles regularly operating along the Corridor by June 30, 2007.

3. To participate with CMA and its designated contractors, agents, and representatives in testing and acceptance of the Project.

4. To assist CMA in obtaining approvals from Caltrans and local agencies necessary for implementation of the Project.

5. To participate with CMA and its designated contractors, agents, and representatives to perform an evaluation study after the completion and implementation of the Project.

6. To provide, at no cost, a designated representative to assist with coordination of the Project and all construction or installation work.

SECTION II. MISCELLANEOUS PROVISIONS

THE PARTIES MUTUALLY AGREE:

1. All obligations of CMA under the terms of this Agreement are subject to the limits of the funds received by the CMA and/or AC Transit specifically for the design, procurement, construction and implementation of the Project. Subject to such funding conditions and limitations, the parties agree that CMA's services under this Agreement are intended to encompass all aspects of development and delivery of the Project.

2. The total cost for Project implementation is estimated to be \$1,248,000. Regional Measure 2 funds, allocated by MTC/BATA under the authority in Streets and Highway Code Section 30914 (c) (29) in the amount of \$1,043,000, and Transportation Fund for Clean Air ("TFCA") monies in the amount of \$205,000 are expected to fully finance the Project, as shown in **Exhibit A**. However, CMA has currently only received a funding commitment from MTC/BATA for \$900,000, AC Transit is the recipient of TFCA funds for the Project, and the parties agree that the jointly sponsored Regional Measure 2 funds for the Project will be directly allocated to CMA.

3. AC Transit shall reimburse CMA for costs incurred hereunder up to the \$205,000 limit of TFCA funding pursuant to periodic invoices documenting appropriate expenditures by CMA, and shall make payment within 30 days of AC Transit's receipt of each periodic invoice. Since the TFCA funds are required to be expended by December 31, 2005 and the Bay Area Air Quality Management District ("BAAQMD") requires the preparation of a final report prior to reimbursement of the final 15% of the grant, AC Transit agrees and understands that the CMA will be reimbursed for the full \$205,000 when invoiced and that AC Transit may not be reimbursed the final 15% from the BAAQMD for several months after it has reimbursed the CMA.

4. CMA shall not begin work on the Project until MTC/BATA commits to the Regional Measure 2 funding shown **Exhibit A**.

5. CMA may administer the procurement of the Project components in one or multiple phases, may procure such components separately from the construction of the Project. CMA may award the construction of the Project through any means permissible under

the provisions of the California Public Contract Code as applies to contracting by local agencies. AC Transit reserves the right to review any and all bid solicitation and contract documents to ensure compliance with laws, rules and regulations governing contracting by local agencies.

6. CMA, at its sole discretion, may include portions of the Project as Additive Bid Items when seeking bids from contractors and consultants for implementation of the Project. Based on the final bid amount and applicable contingencies, CMA will award all Additive Bid Item portions of the Project which can be completed within the available funding, as specified in **Section II, paragraph 2** above. CMA may retain a portion of the budget for potential claims after project closeout, if additional funding is not available from ACTIA or other sources.

7. CMA will use its best efforts to complete the implementation of the transit priority elements of the Project prior to **June 30, 2007**. However, CMA shall not be responsible for any delays associated with implementation of the Project outside of CMA's reasonable control, including but not limited to delays caused by agency reviews or approvals, utility delays or conflicts, PG&E delays or delays caused by unforeseen construction factors.

8. In the construction of said work, CMA will furnish a designated representative to perform the functions of a Resident Engineer.

9. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties, or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the improvement or maintenance of State highways greater than the standard of care imposed by law.

10. Neither AC Transit, nor its Directors, officials, officers, agents, and employees, shall be responsible for any damage or liability occurring by any act or omission by CMA under or in connection with any work, authority or jurisdiction delegated to CMA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CMA shall fully defend, indemnify and hold harmless AC Transit, its Directors, officials, officers, agents, *and* employees from all claims, suits or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of any act or omission by CMA under or in connection with any work, authority or jurisdiction delegated to CMA under this Agreement.

11. Neither CMA, nor its officers and employees, shall be responsible for any damage or liability occurring by reason of act or omission by AC Transit under or in connection with any work, authority or jurisdiction delegated to AC Transit under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AC Transit shall fully defend, indemnify and hold harmless the CMA, and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of act or omission by AC Transit under or in connection with any work, authority or jurisdiction delegated to AC Transit under this Agreement.

12. AC Transit acknowledges and agrees that part, or all, of the Project conceptualization, planning, design, engineering, contract administration, procurement, construction, construction supervision and administrative support services may be performed by CMA's designated contractors, agents, and representatives.

IN WITNESS WHEREOF, CMA and AC Transit each have by order caused the AGREEMENT to be subscribed by the binding authority thereof.

ALAMEDA COUNTY CONGESTION
MANAGEMENT AGENCY

By: _____

Dennis Fay, Executive Director

Date: _____

Approved as to form and legality:

RECOMMENDED BY:

By: _____

Wendel, Rosen, Black & Dean LLP
Legal Counsel to CMA

Cyrus Minoofar
Principal Transportation Engineer

ALAMEDA-CONTRA COSTA TRANSIT
DISTRICT

By: _____

Its: General Manager

Dated: _____

ATTEST

Approved as to form and legality:

Legal Counsel

Exhibit A

Items	AC Transit Contribution	CMA Contribution	Total Budget
	TFCA	RM2	
Controller and Service Cabinet Upgrades	\$ 93,136	\$ 71,177	\$ 164,313
Traffic Signal Interconnection		517,992	517,992
Opticom Detection / Transit Priority System	43,777	43,777	87,554
Transit Priority Hardware and Software	4,025	220	4,245
Traffic Signal Retiming	24,150		24,150
Systems Integration (Corridor Study)		150,000	150,000
Engineering, CM and Administration	39,912	259,834	299,746
Total	\$ 205,000	1,043,000	\$1,248,000

Notes:

1. The dollar amounts shown in this **Exhibit A** are estimates only. Costs may vary by line item, but AC Transit's total obligation under this Agreement is limited to the amount shown above, unless an amendment to the Agreement is executed.
2. BAAQMD requires the use up the \$205K TFCA funds in calendar year 2005. As such, the TFCA funds will be used to for Engineering, Administration and the purchase equipment for the project.
3. All obligations of CMA under the terms of this Agreement are subject to the limits of the funds received by the CMA and/or AC Transit specifically for the design, procurement, construction and implementation of the Project. The exact elements of the Project that will be built (depending on Additive Bid Items) fully depend on the actual costs and funding for the project. CMA has currently received a funding commitment from MTC/BATA for \$900,000.