

OPERATIONS AND MAINTENANCE AGREEMENT between State of California Department of Transportation and the Alameda-Contra Costa Transit District for Installation, Operation, and Maintenance of Transit Signal Priority System for the Rapid Corridors Project

I. INTRODUCTION:

This is an Agreement between the State of California, Department of Transportation (CALTRANS) and Alameda – Contra Costa Transit District (AC Transit), covering installation, operation and maintenance responsibilities for the transit signal priority (TSP) system along San Pablo Avenue and arterials connecting San Pablo Avenue and Interstate 80, hereinafter referred to as the Corridor, in the cities of Oakland, Emeryville, Berkeley, Albany, El Cerrito, and Richmond, hereinafter referred to as STAKEHOLDER AGENCIES. This document outlines the intentions and policies of the parties involved. It is not intended to authorize funding or project effort.

II. PURPOSE AND BACKGROUND:

1. AC Transit desires to synchronize STAKEHOLDER AGENCY-owned traffic signals with adjacent CALTRANS traffic signals on the Corridor. AC Transit received funds from federal, state, and regional agencies including the Metropolitan Transportation Commission, Alameda County Transportation Commission and Caltrans to improve traffic signal synchronization along the Corridor. AC Transit developed the Rapid Corridors Project to satisfy the requirements of the grant funding. AC Transit and STAKEHOLDER AGENCIES will enter into a cooperative agreement for the Corridor's transit signal priority (TSP) system, but STAKEHOLDER AGENCIES are not part of this Agreement.

III. EQUIPMENT INSTALLED IN CALTRANS RIGHT-OF-WAY:

1. CALTRANS owns the right-of-way and all new equipment installed in CALTRANS right-of-way, in perpetuity, except Transit Signal Priority (TSP) equipment. See attached Exhibit A for a listing of new equipment installed on CALTRANS facilities.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

IV. TERMS OF MAINTENANCE:

1. CALTRANS will maintain all equipment located in the CALTRANS's right-of-way with the exception of TSP equipment.
2. CALTRANS will temporarily disable TSP equipment if a quick repair is not possible. Caltrans will resume operation when a repair is complete.
3. CALTRANS will notify AC Transit and STAKEHOLDER AGENCIES within 48 hours regarding any changes to the TSP systems. AC Transit understands that workload and staffing

factors may affect the actual amount of time prior to notification. In cases of emergencies, CALTRANS will notify STAKEHOLDERS and AC TRANSIT as soon as practicable.

4. AC Transit will provide necessary TSP equipment to support maintenance of TSP system, and all associated cables and equipment for a minimum of 15 years after the initial deployment. After the Agreement expires, Caltrans will evaluate whether to maintain the TSP equipment.
5. AC Transit will only access the CALTRANS' facilities with a CALTRANS' representative from either the Electrical Maintenance or Signal Operations group present. Contact information will be provided. AC Transit shall notify at least 48 hours in advance of need to access the CALTRANS' facilities.
6. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not AC TRANSIT and CALTRANS to this contract or to affect the legal liability of either AC TRANSIT or CALTRANS to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
7. AC Transit shall clearly mark, label, and identify all equipment and cables associated with the TSP systems.
8. AC Transit shall provide and maintain a laminated printed list in cabinet for CALTRANS Maintenance personnel to take in event of incident or problems with TSP equipment, including how to disconnect/disable equipment. AC Transit emergency maintenance contact information shall also be provided.

V. TERMS OF INTERSECTION OPERATION:

Unless otherwise specified herein, all traffic signal timing settings including those associated with TSP shall remain as configured by CALTRANS. Any changes to the signal settings shall be made exclusively by, or as directed by CALTRANS. Any requests for changes to signal or adaptive system settings desired by AC Transit shall be submitted to CALTRANS for approval. In the event that the TSP system exacerbate congestion and queuing conditions, CALTRANS will temporarily disable the system and resume normal operations while under review. The following responsibilities have been identified and agreed upon by both parties:

VI. MUTUALLY AGREED:

1. Equipment and devices shall be reviewed and approved by CALTRANS prior to installation.
2. AC Transit will maintain an inventory of at least one TSP replacement unit for all CALTRANS intersections.
3. AC Transit shall not alter, adjust, modify, remove, replace, disconnect, activate, or deactivate CALTRANS equipment without written authorization from CALTRANS. AC Transit is not authorized to access the CALTRANS's facilities without a CALTRANS representative present.
4. CALTRANS shall respond to all malfunctions of the TSP system, CALTRANS may, without prior notice, temporarily deactivate TSP equipment remotely or locally at any time if problems appear that are suspected to be caused or exacerbated by TSP. CALTRANS will make a reasonable effort to notify AC Transit within 48 hours regarding any changes to the PROJECT TSP system ASAP, prior to action if feasible. AC Transit understands that workload and staffing factors may affect the actual amount of time prior to notification. Care shall be taken to ensure EV system is not affected by turning off TSP system.
5. FACILITIES DAMAGE: CALTRANS shall provide emergency response and replace/restore all CALTRANS equipment to proper operation. CALTRANS will deactivate and disconnect and remove any damaged PROJECT equipment, if necessary. CALTRANS will make a reasonable effort to notify AC Transit and STAKEHOLDER AGENCIES within 48 hours regarding any damage to PROJECT system or failure of PROJECT system components. AC Transit and STAKEHOLDER AGENCIES understand that workload and staffing factors may affect the actual amount of time prior to notification.
6. The parties shall work together in the spirit of good faith and cooperation to successfully implement this Agreement. To the extent there are disagreements among CALTRANS, AC transit and STAKEHOLDER AGENCIES, those disagreements shall immediately be raised between the parties. Prior to initiating any legal action, the parties hereto agree to meet in good faith to attempt to resolve any dispute.

VII. HOLD HARMLESS:

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AC TRANSIT under or in connection with any work, authority or jurisdiction conferred upon AC TRANSIT under this Agreement. It is understood and agreed that AC TRANSIT will fully defend, indemnify, and save harmless CALTRANS and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AC TRANSIT under this Agreement.

Neither AC TRANSIT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless AC TRANSIT and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this Agreement.

VIII. DEFINITIONS:

STAKEHOLDER AGENCIES – Collectively the City of Oakland, Emeryville, Berkley, Albany, El Cerrito, and Richmond.

STAKE HOLDER AGENCY – each of the Oakland, Emeryville, Berkley, Albany, El Cerrito, and Richmond.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

State of California Department of Transportation

(CALTRANS)

Signed by:

Sean Nozzari, District Deputy Director
Traffic Operations
District 4

Date

Meera Danday, Deputy Attorney
Caltrans Legal

Date

Alameda – Contra Costa Transit District

(AC Transit)

Signed by:

AC Transit

Date

Michael Hursh

General Manager

Approved as to form and content:

Jill A. Sprague

General Counsel for AC Transit