

To: Administration & Finance Committee

Date: 06/28/2024

From: Pranjal Dixit, Manager of Planning

Reviewed by: *Ref*

SUBJECT: Bus Accelerated Infrastructure Delivery (BusAID) Program Master Funding Agreement (MFA)

Background:

Over the past couple years, the Planning Department has focused its efforts on improving service reliability, particularly as frequencies were reduced due to the pandemic and the ongoing operator shortage has limited the ability to restore service. Average transit speeds have declined over time throughout the Bay Area and transit agencies are delivering near-term (quick-build) transit priority projects to maximize transit travel time savings and service reliability improvements. These efforts work to improve the transit customer experience and encourage more people to use transit by making it an attractive and competitive mode choice.

Bus Accelerated Infrastructure Delivery (BusAID) Program:

In September 2021, the Metropolitan Transportation Commission (MTC) adopted the Transformation Action Plan (TAP), which identified near-term actions to improve the region's transit system. The BusAID program is a TAP initiative to reduce transit travel times and improve transit reliability. BusAID emphasizes near-term, quick-build solutions to address problem "hotspot" locations identified by transit operators. Example projects include:

- Transit lanes and queue jump lanes to allow buses to bypass traffic congestion.
- Transit signal priority (TSP) to reduce transit vehicle red-light delays.
- Boarding islands or bus bulb to reduce pull-in/pull-out delay at transit stops.
- Optimizing transit stop placement & spacing to minimize delay. For example, placing transit stops nearside at intersections with Stop signs, or farside at signals equipped with TSP.

Thirty million dollars have been set aside for the program, comprised of \$15 million in local State Transit Assistance (STA) funds and \$15 million in Federal One Bay Area Grant (OBAG) program, Congestion Mitigation and Air Quality Improvement (CMAQ) or Surface Transportation Program (STP) funds.

Monument Corridor Transit Priority Project:

County Connection identified 14 potential locations for transit priority improvements. Through a data-driven evaluation considering ridership, service levels, passenger loads, and equity, the Monument Corridor was chosen for funding. The funded project will focus on:

- **Optimizing bus stops:** Consolidating stops and improving spacing for better efficiency.
- **Improving accessibility:** Upgrading bus stops to meet the Americans with Disabilities Act (ADA) standards (Phase 1).
- **Enhancing signal timing:** Implementing Transit Signal Priority (TSP) along Monument Boulevard between Detroit Avenue and Mohr Lane (Phase 2).

Financial Implications:

County Connection will be receiving \$385,000 in OBAG 3 (STP/CMAQ) federal funds from MTC for the project. A minimum 11.47% local match is required, which amounts to \$49,880. Transportation Development Act (TDA) funds will be used for the local match.

Recommendation:

Staff recommends that the Authority enter into a Master Funding Agreement with the Metropolitan Transportation Commission (MTC) for the purpose of agreeing to standard terms and conditions under which MTC may provide funding to the Authority.

Action Requested:

Staff requests that the A&F Committee forward the draft Master Funding Agreement Supplement to the Board for approval.

Attachments:

Attachment 1: Draft Master Funding Agreement Supplement between Metropolitan Transportation Commission and Central Contra Costa Transit Authority

SUPPLEMENT NO. 3 TO MASTER FUNDING AGREEMENT
Between the METROPOLITAN TRANSPORTATION COMMISSION
And CENTRAL CONTRA COSTA TRANSIT AUTHORITY
For MONUMENT CORRIDOR TRANSIT SPEED IMPROVEMENTS

This Supplement No. 3 to the Master Funding Agreement (“Supplement” or “Agreement”) is entered into this _____, by and between the Metropolitan Transportation Commission (“MTC”) and Central Contra Costa Transit Authority (“AGENCY”) and supplements the Master Funding Agreement, dated July 1, 2022, by and between MTC and AGENCY.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed three hundred eighty-five thousand eight hundred eighty-five dollars (\$385,885) in non-federal State Transit Assistance (STA) Revenue-Based Exchange funds to AGENCY to fund the Monument Corridor Transit Speed Improvements (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

The Supplement Project work will commence on July 1, 2024 and be completed no later than September 30, 2026.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

- Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

Funding for Monument Corridor Transit Speed Improvements is pursuant to BusAID program requirements listed in the BusAID Program Guidelines (MTC Resolution 4647 Attachment A).

The MTC Project Manager for the Supplement Project is Joel Shaffer, 415-778-5257, jshaffer@bayareametro.gov. The AGENCY Project Manager for the Supplement Project is Pranjal Dixit, 925-680-2036, dixit@cccta.org.

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION
COMMISSION**

**CENTRAL CONTRA COSTA TRANSIT
AUTHORITY**

Andrew B. Fremier, Executive Director

Bill Churchill, General Manager

Annex I

Project Description and Scope of Work

Monument Boulevard goes through the city of Concord and has mostly medium-density residential, office, and retail land uses. This corridor serves a designated Equity Priority Community and SB 535 Disadvantaged Community and provides access to many essential services, including several ethnic grocery stores. The segment has significant passenger demand with nine bus routes serving the corridor, accounting for 6% of the systemwide weekday ridership and 8% of systemwide weekend ridership. This high volume leads to increased dwell times (passengers boarding/d disembarking) and reduced transit speeds. Seven stops are currently near-side stops, further contributing to inefficiencies. Accessibility improvements are needed to move these stops to the far side or consolidate them to balance stop spacing and streamline transit flow.

The project proposes a comprehensive plan to enhance bus service on Monument Boulevard. This includes:

- Moving seven stops to the far side of the street, streamlining traffic flow and reducing delays.
- Relocating one stop and eliminating another stop to balance stop spacing and improve overall efficiency.
- Implementing ADA accessibility improvements at three new stop locations, including bus pads at all three and a curb extension at one.
- Equipping 23 buses on nine routes with hardware for Transit Signal Priority (TSP), prioritizing bus movement at intersections.
- Utilizing subscription-based TSP for 10 years to assess its effectiveness and optimize signal timing.

The project will be implemented in three phases:

Phase 1: Stop Relocation and Accessibility Improvements (Completion by June 2025):

Relocate bus stops to the far side of intersections, consolidate them for better spacing, and make them accessible to everyone (ADA compliant). This phase will be completed as part of the City's Pavement Rehabilitation project. Estimated to be completed by June 2025

Task 1: Engineering and Design

- Conduct detailed engineering surveys at each stop location scheduled for relocation or consolidation.
- Design bus stop layouts that meet federal ADA (Americans with Disabilities Act) accessibility standards, including sidewalks, ramps, and tactile paving.
- Prepare construction plans and specifications for bus stop infrastructure improvements, including bus pads, curb extensions, and signage.

Task 2: Construction

- Schedule construction activities with minimal disruption to traffic flow and bus service.
- Implement traffic control measures to ensure safety during construction.
- Conduct inspections to ensure construction adheres to plans and specifications.

Task 3: Service Change

- Schedule service change to start operations at new stop locations.

Phase 2: Transit Signal Priority (TSP) Implementation (Completion by December 2025):

In this phase, we will plan and implement Transit Signal Priority (TSP) along the corridor aimed at reducing wait times and improving overall travel time for buses. However, it requires a comprehensive traffic study and procurement of hardware, so it will be completed at a later stage. Estimated to be completed by December 2025.

Task 1: Traffic Signal Inventory and Analysis

- Identify and inventory all traffic signals along the Monument Boulevard corridor.
- Analyze traffic signal timing patterns and identify opportunities for implementing TSP.

Task 2: TSP System Design

- Develop a detailed TSP system design that prioritizes bus movement at intersections.
- Consider different TSP technologies (e.g., hardware installation, subscription-based services) and select the most cost-effective and reliable option.

Task 3: Procurement and Installation

- Procure TSP equipment from vendor and install the TSP equipment at signalized intersections.
- Coordinate with the City's traffic department and selected vendor for equipment installation at intersections
- Coordinate with County Connection Maintenance and vendor for equipment installation on buses

Task 4: System Testing and Optimization

- Conduct comprehensive testing of the TSP system to ensure proper functionality and integration with traffic signals.
- Monitor and analyze system performance data to optimize signal timing for maximum bus travel time reduction.
- Develop a plan for ongoing monitoring and adjustments to the TSP system as needed.

Task 5: Performance Evaluation:

- Collect bus travel time data along the corridor before and after project implementation to measure travel time improvements including transit vehicle travel time, vehicle travel time variance, transit vehicle average stop dwell time, and on-time performance.
- Monitor traffic flow patterns at intersections with TSP to assess its effectiveness in prioritizing bus movement including number of TSP calls granted, percentage of TSP calls granted, and transit vehicle average travel speed, relative to auto average travel speed.
- Monitor and analyze TSP system data to identify any issues with functionality or unintended consequences on overall traffic flow.
- Present the project findings to stakeholders including the City of Concord, County Connection Board, and MTC

Annex II
Project Schedule, Budget and Payment

FIRM-FIXED PAYMENT

Payment to AGENCY shall be due in the firm fixed amounts indicated below, upon acceptance by the MTC Project Manager of the following deliverables or milestones, described in detail in Attachment A:

#	Deliverable	Due Date:	Amount Due
1	Planning/Conceptual	December 31, 2024	\$8,850
2	Preliminary Engineering (PE/PA&ED)	March 31, 2025	\$11,310
3	Final Design (PS&E)	June 30, 2025	\$10,620
4	Construction (CON)	December 31, 2025	\$355,105
5	Evaluation (EVAL)	September 30, 2026	-
TOTAL			\$385,885

RECIPIENT shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after MTC's acceptance of such deliverable/milestone.

ANNEX III Insurance Requirements

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover AGENCY's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that AGENCY authorizes to work under this Agreement (hereinafter referred to as "Agents.") AGENCY 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.

AGENCY is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, AGENCY shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling AGENCY's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event AGENCY or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that AGENCY's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, AGENCY shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to MTC. If the AGENCY maintains broader coverage and/or higher limits than the minimum limits shown hereunder, MTC shall be entitled to the broader coverage and/or higher limits maintained by the AGENCY.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of AGENCY's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as AGENCY is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of AGENCY and

AGENCY's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 per occurrence with a general aggregate liability of not less than \$4,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation or "Waiver of Transfer of Rights of Recovery Against Others to Us" provision included in the policy language or by endorsement in favor of MTC.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

MTC and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, and employees are to be named as additional insureds for ongoing and completed operations. The additional insured endorsements shall be at least as broad as Insurance Service Office (ISO) Form Number CG 20 38 04 13 for ongoing operations and Insurance Service Office (ISO) Form Number CG 20 37 04 13 for completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from AGENCY's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by AGENCY and AGENCY's officers, and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Excess or Umbrella Insurance in the amount of \$4,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$2,000,000 per claim.

The policy shall provide coverage for all work performed by AGENCY and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of AGENCY. No contract or agreement between AGENCY and any subcontractor/consultant shall relieve AGENCY of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by AGENCY and any subcontractor/consultant working on behalf of AGENCY on the project.

6. Property Insurance. Property Insurance covering AGENCY'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), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy 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 or "Transfer of Rights of Recovery Against Others to Us" provision included in the policy language or by endorsement in favor of MTC.

7. Employee Dishonesty/Crime Insurance

Not applicable

8. Contractors' Pollution Liability Insurance. Contractors' Pollution Liability insurance for bodily injury and property damage coverage for bodily injury and property damage of at least \$2,000,000 per occurrence or claim and a general aggregate limit of at least \$2,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If AGENCY disposes of Hazardous Materials under this Agreement, AGENCY shall designate the disposal site and provide a certificate of insurance from the disposal facility to MTC.

AGENCY's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.

Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC (and those entities listed in Part 3, ADDITIONAL INSUREDS, of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from AGENCY's operations.

9. Aviation Liability Insurance.

Not applicable

B. Acceptable Insurers. All policies will be issued by insurers, generally with a Best's Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.

C. Self-Insurance. AGENCY's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

D. Deductibles and Retentions. AGENCY shall be responsible for payment of any deductible or retention on AGENCY's policies without right of contribution from MTC. Deductible and retention

provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any AGENCY insurance policy that contains a deductible or self-insured retention, AGENCY shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of AGENCY, subconsultant, subcontractor, or any of their employees, officers or directors, even if AGENCY or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, AGENCY shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, AGENCY shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of AGENCY’s personnel, subconsultants, subcontractors, and equipment have been removed from MTC’s property, and the work or services have been formally accepted. AGENCY must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, AGENCY shall deliver to Ebix, MTC’s authorized insurance consultant, insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. **The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance.**

AGENCY shall submit certificates of insurance to:

Metropolitan Transportation Commission
Insurance Compliance
P.O. Box 100085-M8
Duluth, GA 30096
or
Email to MTC@Ebix.com
or
Fax to 1-888-617-2309

MTC reserves the right to require copies of all required policy declarations pages or insurance policies, including endorsements, required by these specifications, at any time.

2. FINANCIAL SECURITY (BONDS)

Not applicable

3. ADDITIONAL INSURED

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as MTC Indemnified Parties, pursuant to Article 9 of the Agreement.

Not applicable