OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF OAKLAND, AND THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT FOR THE DOWNTOWN OAKLAND TO SAN LEANDRO EAST BAY BUS RAPID TRANSIT PROJECT

This AGREEMENT, entered into and effective on the 3rd day of February, 2014, is between the CITY OF OAKLAND, referred to herein as “CITY,” and the Alameda-Contra Costa Transit District, a public transit district established under the laws of the State of California, referred to herein as “DISTRICT,” and together referred to as “PARTIES.”

A. RECITALS

1. Bus Rapid Transit (BRT) is a mode of transit service provision that has some or all of the following characteristics: Dedicated Travel Lanes; Level Boarding Platforms; Off-Board Fare Collection; and Real-Time Arrival Signs.

2. The East Bay Bus Rapid Transit Project envisions a 9.5 mile dedicated bus lane corridor, which includes portions within the City of Oakland.


4. On June 8, 2012 the Federal Transit Administration (FTA) issued a Record of Decision (ROD) approving the East Bay Bus Rapid Transit Project.

5. In its action on July 17, 2012, the Oakland City Council adopted as its own the CEQA-related findings of AC Transit for the BRT PROJECT; adopted the DOSL as the Locally Preferred Alternative for the BRT PROJECT; and required that the DISTRICT append the City Conditions of Approval (COA) to the DOSL Project. Council Resolution 84016 and the (COA) are made a part hereof by reference.

6. DISTRICT desires to implement and operate its BRT PROJECT, which includes, but is not limited to, dedicated bus lanes, bus pads, passenger stations (platforms, shelters, canopies, railings, benches, ticket vending machines, landscaping, lighting, transit information displays, and safety and security devices); BRT traffic signal equipment and traffic signal priority timings; lighting; crosswalk treatment; bike racks; and signage within the boundaries of responsibility (as depicted on Exhibits A.1-2 and B.1-3 attached hereto), all hereinafter referred to as “BRT FACILITIES,” on 20th Street, Broadway, 11th and 12th Streets, Lake Merritt Blvd, First Avenue, East 12th Street, 14th Avenue and International Blvd within the geographic boundaries of the City of Oakland.
7. All work will be performed in accordance with approved CITY encroachment permits received for the PROJECT.

8. On State Route 185 and within the City of Oakland, STATE delegates certain maintenance functions to the CITY, under an Agreement for Maintenance of State Highways in Oakland ("DMA-OAK"), executed August 23, 1991. As used herein, DMA-OAK includes its future successor agreements, if any. The STATE is not a party to this Agreement between the CITY and the DISTRICT.

9. The DISTRICT agrees that the CITY shall not incur a net increase in operation and maintenance costs due to the construction or operation of BRT FACILITIES.

10. DISTRICT intends to delegate portions of DISTRICT's BRT FACILITIES maintenance responsibilities, as specified in Section E below, to CITY, subject to negotiated reimbursement by DISTRICT.

The DISTRICT shall reimburse the CITY for the cost of operations, maintenance and capital replacement of BRT FACILITIES performed by the CITY pursuant to Section E of this Agreement. The maximum annual expenditure by the DISTRICT will be established under a future amendment when BRT FACILITIES are fully defined and quantified.

This DELEGATION OF MAINTENANCE amendment (DMA) shall be fully executed and attached to this Agreement on or before completion of the Final Design Phase of the BRT PROJECT and is subject to approval by the DISTRICT General Manager and CITY Administrator. The CITY Administrator shall determine if the DMA fully reimburses the CITY for BRT FACILITIES operations and maintenance. Oakland City Council approval is required if the DMA will result in a net increase in cost to the CITY for BRT FACILITIES operation and maintenance.

The maximum annual expenditure by the DISTRICT will automatically increase every year by multiplying the prior year amount by the higher of RPI or CPI to account for inflation. This automatic adjustment of the maximum annual expenditure shall not affect the other terms of this Agreement.

11. PARTIES mutually desire to fairly and with reasonable precision, based on available information to date, specify the respective BRT FACILITIES operating and maintenance responsibilities of the PARTIES, consistent with the primary governmental / public purposes for which each PARTY exists, and to specify the terms and conditions under which such work will be performed.

B. DEFINITIONS

1. "AGREEMENT" means this Operations and Maintenance Agreement entered into by and between the CITY of Oakland and AC Transit.
2. “BRT FACILITIES” (see Recital Number 6 above and Section E: Maintenance Responsibilities below).

3. “CITY” means the City of Oakland, a municipal corporation, its officials, officers, employees and agents.

4. “COA” means the Conditions of Approval adopted by the Oakland City Council on July 17, 2012 by Resolution 84016 relative to its approval of the DOSL alternative.

5. “DISTRICT” or “AC TRANSIT” means the Alameda Contra Costa Transit District, a special transit DISTRICT established pursuant to California Public Utilities Code Sections 24501 et seq.

6. “East Bay Bus Rapid Transit Project, or BRT PROJECT” means the provision of a 9.5 mile dedicated bus corridor between Downtown Oakland and the San Leandro BART station described as the DOSL Alternative in the federal Record of Decision as follows:

“The project would operate with transit priority at all signalized intersections, new passenger stations, and a combination of mixed-flow and dedicated travel lanes throughout the alignment. The project would also feature pedestrian amenities, landscape treatments, barrier-free, self-service proof of payment fare collection, real-time bus arrival information, and low-floor, dual-sided door buses.

The project would ultimately extend approximately 9.52 miles from Downtown Oakland to the San Leandro BART Station. In downtown Oakland, at 20th Street, both eastbound and westbound BRT operate in mixed-flow lanes between Telegraph and Broadway Avenues. At Broadway, the alignment shifts south. Southbound and northbound BRT would operate in mixed-flow lanes between 20th and 11th/12th Streets, with the exception of a northbound dedicated center-running lane that provides a left-turn movement onto 20th Street for buses only. 11th and 12th Streets will operate as a one way pair with the eastbound movement on 11th Street and the westbound movement on 12th Street.

Each leg has a side-running dedicated BRT lane from Broadway Avenue to Oak Street. Past Oak Street, the dedicated BRT lanes transition to mixed flow lanes through the Lake Merritt area to 2nd Avenue. There would be a “bus only” left-turn lane provided along westbound 12th Street for northbound BRT vehicles at the intersection with 14th Street. The next segment of the route would begin at 1st Avenue, where the southbound BRT would continue along East 12th Street and the northbound movement along International Boulevard through 14th Avenue. Both would be accommodated in a combination of dedicated and shared side-running BRT lanes.

With the next segment, the southbound alignment continues on East 12th street, then BRT turns east, operating in a shared BRT lane along 14th Avenue and for one block
south of the intersection of 14th Avenue/International Boulevard. At 15th Avenue, both northbound and southbound BRT operate in center-running dedicated BRT lanes. The route continues on International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border. In San Leandro, the alignment continues along Durant to Georgia Way in center-running dedicated lanes. Beginning at Georgia Way, BRT will operate in mixed-flow lanes together with vehicular traffic. This configuration will continue to Davis Street, where the alignment will shift west along Davis and south again on San Leandro Boulevard, terminating at the San Leandro BART station”


8. “Jurisdiction” or “Jurisdictional Authority” means the differing roles played by the CITY and STATE on State Route 185 that also function as a CITY street. Although the STATE has jurisdictional authority for right-of-way, roadway construction and maintenance, it has chosen to delegate some of those functions to CITY under a Delegated Maintenance Agreement. CITY retains responsibility for review/approval of physical improvements constructed within the street and sidewalk areas.

9. “Operational Phase” means all activity in furtherance of the PROJECT commencing with the first entry of an AC Transit Driver into a BRT bus for purpose of beginning regular BRT service along the DOSL corridor.

10. “PARTY” or “PARTIES” means DISTRICT or CITY referred to individually or collectively.

11. “ROD” means the June 8, 2012 Federal Transportation Agency (FTA) Record of Decision approving the Downtown Oakland to San Leandro alternative (DOSL) for the East Bay Rapid Transit Project.

C. AGREEMENT

In consideration of the mutual covenants and promises herein contained and pursuant to the approved Preliminary Engineering plans and specification for the BRT PROJECT, the PARTIES agree to the following: As Final Design progresses, should additional BRT PROJECT operations and maintenance responsibilities be identified, PARTIES shall promptly negotiate in good faith their respective responsibilities and amend this Agreement on or before the operation of the first bus on the BRT PROJECT corridor with approval by the DISTRICT General Manager and the CITY Administrator.

1. DISTRICT shall be responsible for operation, maintenance, protection, and repair of BRT FACILITIES, unless otherwise delegated to the CITY in Section E: Maintenance Responsibilities. Said work at all times shall be conducted to assure safety and convenience of motorists, bicyclists, and pedestrians. Said work and BRT FACILITIES
shall be subject to random inspection by CITY as to safety conditions affecting CITY facilities, and DISTRICT shall, upon notice from CITY that an unsafe condition exists, take immediate steps to correct such unsafe condition. If DISTRICT fails to perform after such notice from CITY, CITY shall immediately take necessary corrective action, and DISTRICT shall be billed and shall pay all reasonable costs for such corrective work performed by CITY. DISTRICT’s obligation to pay for the costs of such corrective work shall not apply if the unsafe condition is caused by CITY. Such inspection by CITY, if performed at all, does not relieve DISTRICT of its responsibilities under this Agreement. Should an unsafe condition arise as a result of a catastrophic event, or forces of nature such as a major earthquake, PARTIES shall work together collaboratively to fund and correct such condition as soon as practicable. If DISTRICT delegates BRT FACILITIES operations, maintenance, protection and/or repair to a third party (contractor), then said contractor(s) shall be subject to the same inspections and responsibilities as specified herein for work performed directly by DISTRICT.

2. Exhibit A.1 depicts the section of the BRT PROJECT that is under CITY’s jurisdiction (generally on downtown streets then south on International Blvd to 42nd Avenue). Exhibit A.2 depicts the section of the BRT PROJECT that lies within the CITY but is designated as State Route 185 (generally south of 42nd Avenue to the San Leandro border) and is under the STATE’S jurisdiction. These Exhibits shall be prepared and attached to this Agreement on or before completion of the Final Design Phase of the BRT PROJECT and are subject to approval by the DISTRICT General Manager and CITY Administrator.

3. Exhibits B.1, B.2, and B.3 depict prototypical layouts for a center BRT STATION, a curbside BRT STATION and the area between BRT STATIONS respectively.

4. The aforementioned Exhibits are fully annotated to indicate the respective maintenance and operations responsibilities and the boundary of the maintenance responsibilities of the DISTRICT, the CITY and where relevant, the STATE, all in accordance with Section E of this agreement.

5. Rights granted to DISTRICT under this Agreement are restricted to maintenance and operation of BRT FACILITIES. Any other use or presence by DISTRICT or DISTRICT’s authorized contractors will require that a separate encroachment permit be issued to that party from CITY.

6. DISTRICT shall not, at any time, use or permit the public to use BRT FACILITIES in any manner that will interfere with or impair the primary use of BRT FACILITIES as a bus transit facility.

7. Upon reasonable advance notice to DISTRICT, CITY reserves its right to temporarily use those BRT FACILITIES areas within CITY’s right of way for future construction, reconstruction, or maintenance purposes without reimbursement to the DISTRICT.
8. CITY reserves its right to permanently change the use of those BRT FACILITIES areas within CITY’s right of way without restriction should DISTRICT cease operation of bus services at BRT FACILITIES for a period of longer than 180 calendar days. CITY may require DISTRICT, at its own expense, to remove constructed improvements and reconstruct to an acceptable condition.

9. DISTRICT shall not erect signs of any kind within BRT FACILITIES, except such signs as may be necessary or appropriate in connection with the operation of the BRT FACILITIES or that are required by law. Such signs shall not be attached to or painted on any CITY structures or facilities except by prior written consent of CITY.

D. MAINTENANCE DEFINED

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

"Sec. 27 (a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment, and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

(b) Operation of special safety conveniences and devices, and illuminating equipment.

(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure, or facility."

E. MAINTENANCE RESPONSIBILITIES

I. DISTRICT RESPONSIBILITIES:

The BRT FACILITIES maintenance functions to be performed by DISTRICT, which are at DISTRICT’s sole expense unless otherwise specified, are as follows:

1. BRT SIGNS
   With the exception of signs attached to signal facilities, DISTRICT shall be responsible for the installation and maintenance of all signage necessary for the direction and operation of the BRT PROJECT.

2. BRT LIGHTING
   DISTRICT shall maintain and pay all operations costs, including electrical energy costs, of BRT FACILITIES lighting, including pedestrian scale safety lighting at, and adjacent to, BRT STATIONS as depicted on Exhibits B.1 and B.2.
3. **BRT STATIONS**

DISTRICT shall be responsible for the maintenance, repair, capital replacement and cleaning of all BRT STATION elements including but not limited to: passenger platforms; shelters; canopies; railings; benches; ticket vending machines; station landscaping; lighting; transit information displays; and safety and security devices, as depicted on Exhibits B.1 and B.2. Safety and security devices include, but are not limited to, gates, bollards, fences, railing, guardrails, markers, security cameras, and other security equipment.

DISTRICT shall provide graffiti removal and garbage collection services for BRT STATIONS, as depicted on Exhibits B.1 and B.2.

DISTRICT shall provide electrical connections pay all electrical energy costs for BRT STATION equipment, such as TVMs and transit information displays, as depicted on Exhibits B.1 and B.2.

DISTRICT shall provide water meters and irrigation water at its own expense, for irrigated landscaping at BRT STATIONS, as depicted on Exhibits B.1 and B.2.

DISTRICT shall maintain all station platform curbs, sidewalks (or ramps) leading onto the station platform, and the center median refuge as shown within the boundary of maintenance responsibility as depicted on Exhibits B.1 and B.2.

4. **BRT DRAINAGE**

The DISTRICT shall maintain drainage inlets and pipes located within the BRT STATION realm of responsibility as depicted on Exhibits B.1 and B.2.

The delegation of responsibilities for any additional new drainage inlets and pipes constructed to serve BRT FACILITIES shall be established under a future amendment when these facilities are fully defined and quantified. This BRT FACILITIES DRAINAGE Amendment shall be fully executed and attached to this Agreement on or before completion of the Final Design Phase of the BRT PROJECT and is subject to approval by the DISTRICT General Manager and CITY Administrator.

5. **BRT BIKE RACKS**

DISTRICT shall maintain all bike racks installed in conjunction with the BRT PROJECT.

6. **BRT BUS PADS**

DISTRICT shall maintain all concrete bus pads at BRT STATIONS constructed under the BRT PROJECT.

7. **BRT FIBER OPTIC CABLE FACILITIES (Reserved)**

The delegation of responsibilities for BRT PROJECT fiber optic cable facilities shall be established under a future amendment when these facilities are fully defined and quantified. This FIBER OPTIC CABLE FACILITIES Amendment shall be fully
executed and attached to this Agreement on or before completion of the Final Design Phase of the BRT PROJECT and is subject to approval by the DISTRICT General Manager and CITY Administrator. The Amendment shall cover the following two categories of fiber optic cable facilities:

Category 1: General Station Communication, Station CCTV, Customer Payment Information, Bus Arrival Information Etc. These are functions whose natural operation and maintenance agency is AC Transit.

Category 2: Transit Signal Priority, Signal Responsive Operations, Signal Optimization. These are project functions whose natural operation and maintenance agency is the City of Oakland.

II. RESPONSIBILITIES DELEGATED TO THE CITY:

The following BRT FACILITIES maintenance functions are to be performed by CITY, subject to negotiated reimbursement by the DISTRICT under the DELEGATION OF MAINTENANCE amendment to this Agreement, unless otherwise specified:

8. **BRT LANE STRIPING**

   CITY, at DISTRICT’s expense shall replace the dedicated BRT lane striping and BRT pavement markings as necessary for the direction and operation of BRT traffic. This includes the expense for striping after pavement maintenance or pavement rehabilitation, except for the standard lane separation striping between the bus-only lane and the general traffic lane. CITY will neither maintain nor pay for the maintenance of any special pavement surface painting or pigmentation, which will be at DISTRICT’s sole expense.

9. **BRT TRAFFIC SIGNALS**

   A. CITY, at DISTRICT’s expense, shall operate, maintain and provide the electrical energy associated with BRT TRAFFIC SIGNAL EQUIPMENT for the BRT PROJECT. The DELEGATION OF MAINTENANCE amendment shall assign 100% of BRT TRAFFIC SIGNAL EQUIPMENT operations, maintenance and electrical energy costs to the DISTRICT.

   **BRT TRAFFIC SIGNAL EQUIPMENT** includes traffic signal components attached to mast arms and signal heads, signs attached to signal equipment and associated equipment attached to the traffic signal controller.

   The DELEGATION OF MAINTENANCE (DMA) amendment shall cover the shared operations, maintenance and energy costs for all other new TRAFFIC SIGNAL EQUIPMENT installed as part of the BRT PROJECT. PARTIES shall share other new TRAFFIC SIGNAL EQUIPMENT costs on a pro-rata basis tied to the number of new signals versus existing signals in the corridor. The DMA shall include an exhibit where the PARTIES distinguish between this pro-rata equipment, and equipment which fall entirely within the DISTRICT’S responsibility (see above).
PARTIES shall agree to a TRAFFIC SIGNAL EQUIPMENT maintenance schedule. Routine scheduled maintenance of TRAFFIC SIGNAL EQUIPMENT shall be performed within five business days of the due date. The DMA shall include an exhibit where the PARTIES define routine maintenance tasks. Each task type shall be assigned a time duration. Non-essential hardware failures are one category, failures that affect basic operations are another, and signal timing operation (TSP is part of this) are another. Hardware failures can be repaired in a shorter period of time. Conversely, signal timing revisions projects will be scheduled at intervals of two to five years and may last several months depending on the scope and complexity.

TRAFFIC SIGNAL EQUIPMENT issues that significantly impact the safe and efficient operation of the BRT PROJECT will be treated as urgent. DISTRICT shall notify CITY and CITY shall respond according to current Public Works Agency Call Out Procedures for TRAFFIC SIGNAL EQUIPMENT (electrical) issues, such as an inoperative bus signal. Temporary equipment and/or controller settings may be implemented to ensure the safe and/or efficient operation of the intersection until permanent repairs are made.

B. The DISTRICT is responsible to develop the BRT TRANSIT SIGNAL PRIORITY (TSP) TIMINGS during the commissioning, testing and start-up phase of the BRT PROJECT. TSP TIMINGS are all timing parameters necessary for the optimization of transit operations as well as other modes of travel. CITY shall review and approve said BRT TSP TIMING prior to start of revenue service operations. The DELEGATION OF MAINTENANCE amendment shall cover all CITY costs associated with said commissioning, testing and start-up phase of the BRT PROJECT.

DISTRICT shall contract with a qualified vendor to implement, monitor, troubleshoot, and repair BRT TSP TIMINGS for the first year of revenue service operations. The DISTRICT’S TSP TIMING Request for Proposal is subject to review and approval by the CITY Public Works Director. During this one-year transition period, said vendor shall assist the PARTIES to develop a mutually agreed upon BRT TSP TIMING operations and maintenance plan and shall provide all necessary training for CITY personnel who will be responsible for BRT TSP TIMING operations and maintenance. DISTRICT’S contract with said BRT TSP TIMINGS vendor shall include the option to extend the transition period for up to two additional years at the CITY’S request. CITY shall assume administration of said contract during the extension period. The DELEGATION OF MAINTENANCE amendment shall cover all CITY costs incurred during the BRT TSP TIMINGS transition period.

After the transition period ends, the CITY, at DISTRICT’S expense, shall be responsible to adjust, monitor, troubleshoot and repair BRT TSP TIMINGS according to the BRT TSP TIMING operations and maintenance plan. The DELEGATION OF MAINTENANCE amendment shall cover all CITY costs associated with ongoing operations and maintenance of BRT TSP TIMINGS.
The DMA shall include mechanisms that allow the CITY to perform scheduled maintenance of BRT TSP TIMINGS within five business days of the due date. BRT TSP TIMING issues that significantly impact the safe and efficient operation of the BRT PROJECT will be treated as urgent. DISTRICT shall notify CITY and CITY respond according to protocols contained within said BRT TSP TIMING operations and maintenance plan.

10. **OFF STREET PARKING LOTS**
CITY shall be responsible for the operation and maintenance of two off-street parking lots constructed by the DISTRICT as part of the BRT PROJECT: one surface lot no larger than 24 spaces located in the Fruitvale area and one surface lot no larger than 19 spaces lot located in the Elmhurst area. The CITY shall retain all revenues collected at these off-street parking lots. The CITY shall assume responsibility for operations and maintenance upon Final Completion of Construction of each parking lot.

### III. ONGOING CITY RESPONSIBILITIES:

The ongoing operations and maintenance functions to be performed by CITY for streets under the CITY’s jurisdiction include, but are not limited to, the following:

11. **PAVEMENT MAINTENANCE AND STREET SWEEPING**
For streets under the CITY’s jurisdiction and as conditions determined by CITY warrant, it will continue to be the responsibility of CITY to provide street sweeping, maintenance and repair, and to rehabilitate or reconstruct the entire pavement, including the BRT FACILITIES bus only lane pavement, consistent with CITY standards and subject to funding availability. CITY will provide reasonable advance notice of such construction activity and will coordinate with DISTRICT to minimize adverse impacts to DISTRICT’s BRT operations. CITY will neither maintain nor pay for the maintenance of any pavement surface painting or pigmentation for BRT FACILITIES, which will be at DISTRICT’s sole expense.

For streets under the CITY’s jurisdiction and as conditions determined by CITY warrant, it will continue to be the responsibility of CITY to maintain standard striping and other pavement lane markings required for direction and operation of general vehicular traffic.

12. **TRAFFIC SIGNALS**
For streets under the CITY’s jurisdiction and as conditions determined by CITY warrant, CITY shall perform all maintenance activities on all traffic signals pursuant to Item Number 7 above.

13. **PEDESTRIAN CROSSWALKS**
For streets under the CITY’s jurisdiction and as conditions determined by CITY warrant, it will continue to be the responsibility of CITY to maintain pedestrian crosswalks, except the area comprising the center median refuge leading to BRT STATION platforms as depicted on Exhibits B.1 and B.2. The CITY will neither maintain nor pay for the
maintenance of any non-standard pedestrian lighting, crosswalk painting, or any other non-standard treatment of pedestrian crosswalks installed under the BRT PROJECT.

14. **PEDESTRIAN LIGHTING**
   CITY shall be responsible for the energy supply and maintenance of all pedestrian lighting except at BRT STATIONS as depicted on Exhibits B.1, B.2 and/or B.3. This includes pedestrian lighting a new or upgraded signalized intersections and pedestrian crossings.

15. **EMERGENCY VEHICLE MEDIAN ACCESS**
   For streets under the CITY’s jurisdiction and as conditions determined by CITY warrant, CITY will maintain emergency vehicle median access.

16. **CURBS AND SIDEWALKS**
   For streets under the CITY’s jurisdiction and as conditions determined by CITY warrant, CITY will maintain all curbs, sidewalks, drainage inlets and pipes except at BRT STATIONS as depicted on Exhibits B.1 and B.2.

17. **LANDSCAPING**
   After a 3-year plant establishment period to be covered by the DISTRICT’S Construction contracts and to include all plantings, irrigations systems, tree wells and tree grates, CITY shall assume responsibility for maintaining all landscaping areas included within the geographic boundaries of the BRT PROJECT, except at BRT STATIONS as depicted on Exhibits B.1 and B.2.

   CITY shall provide water meters and irrigation water at its own expense for irrigated landscaping, except at BRT STATIONS as depicted on Exhibits B.1 and B.2.

**F. LEGAL RESPONSIBILITIES**

1. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of CITY streets different from the standard of care imposed by law.

2. Neither CITY nor any officer, council member, employee or consultant thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction allocated to DISTRICT under this Agreement. It is understood and agreed that, DISTRICT will fully defend, indemnify, and save harmless CITY and all of its council members, officers, employees and consultants from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tort, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this Agreement.
3. Neither DISTRICT nor any officer, director, employee or consultant thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction allocated to CITY under this Agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless DISTRICT, and its officers, directors and employees, from all claims, suits or actions of every, kind and description brought forth under, including, but not limited to, tort, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

4. Labor Code Compliance: Prevailing Wages (reserved)

5. Prevailing Wage Requirements in Maintenance Subcontracts (reserved)

F. EFFECTIVE DATE, AMENDMENT AND RIGHT TO TERMINATE

Subject to approval by the PARTIES’ respective governing bodies, this Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect for twelve (12) years. This Agreement may be amended or terminated at any time upon mutual written consent of the PARTIES. Should the DISTRICT cease operation of BRT facilities for a period of longer than 180 calendar days, the DISTRICT shall, at its own expense, and to the extent practicable, return BRT FACILITIES to a condition substantially equivalent to the condition existing prior to the execution of this Agreement, or to a condition acceptable to CITY.

This Agreement may not be changed, modified or rescinded except in writing, signed by the PARTIES, and any attempt at oral modification of this Agreement shall be void and of no effect.

The PARTIES have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

DAVID J. ARMBR
General Manager

CITY OF OAKLAND

By: DEANNA J. SANTANA,
CITY Administrator

Attest:

Clerk

Approved as to form and content:

DAVID A. WOLF
General Counsel

Approved as to form:

BARBARA J. PARKER
City Attorney

EXHIBIT A.1 – Detailed Strip Maps of Corridor between Downtown and 42nd Avenue depicting respective maintenance responsibilities of the PARTIES [RESERVED]

EXHIBIT A.2 – Detailed Strip Maps of Corridor Between 42nd Avenue and the San Leandro Border (State Route 185) depicting respective maintenance responsibilities of the PARTIES, and where relevant the State [RESERVED]

EXHIBIT B.1 – Prototypical Layout of a Center BRT STATION depicting the respective maintenance responsibilities of the PARTIES

EXHIBIT B.2 – Prototypical Layout of a Curbside BRT STATION depicting the respective maintenance responsibilities of the PARTIES

EXHIBIT B.3 – Prototypical Layout of the area between BRT STATIONS depicting the respective maintenance responsibilities of the PARTIES.

BRT O&M Agreement - Oakland 13
NOTES:
1. ELECTRICAL SERVICE LIDGANS AND WATER IN ELECTRICAL CHAMBERS MAINTAINED BY OTHERS.
2. WATER SERVICE AND METER IN SIDEWALK MAINTAINED BY OTHERS.
3. MAINTENANCE OF COMMUNICATIONS CONDUITS/CONDUCTORS SHALL BE DETERMINED AFTER DESIGNS HAVE BEEN COMPLETED.
4. MAINTENANCE OF DRAINAGE DRAINS AND/OR PIPES/TRENCH DRAINS SHALL BE DETERMINED AFTER DESIGNS HAVE BEEN COMPLETED.

ALL BRT STATION FEATURES, LIGHTING, AMENITIES, GRAFFITI REMOVAL, TRASH COLLECTION, TVM, TRANSIT INFORMATION DISPLAYS, SAFETY AND SECURITY DEVICES, BUS PAD, LANDSCAPING, AND IRRIGATION MAINTAINED BY THE DISTRICT (AC TRANSIT)

BOUNDARY OF MAINTENANCE RESPONSIBILITY FOR BRT FACILITIES BY THE DISTRICT (AC TRANSIT)
NOTES:
1. ELECTRICAL SERVICE LATERALS AND WATER IN ELECTRICAL CABINET MAINTAINED BY OTHERS.
2. WATER SERVICE AND WATER IN SIDEWALK MAINTAINED BY OTHERS.
3. MAINTENANCE OF COMMUNICATIONS CONDUITS/CONDUCTORS SHALL BE DETERMINED AFTER DESIGNS HAVE BEEN COMPLETED.
4. MAINTENANCE OF DRAINAGE DUCTS AND/OR PIPE/TRENCH DRAINS SHALL BE DETERMINED AFTER DESIGNS HAVE BEEN COMPLETED.

BOUNDARY OF MAINTENANCE RESPONSIBILITY FOR BRT FACILITIES BY THE DISTRICT (AC TRANSIT)
LEGEND
BRT LANE MAINTENANCE RESPONSIBILITY:
- STRIPING AND PAVEMENT MAINTENANCE
  BY CITY OF OAKLAND
- NEW LANDSCAPED MEDIAN MAINTAINED BY CITY
  OF OAKLAND
- EXISTING LANDSCAPED MEDIAN MAINTAINED BY CITY
  OF OAKLAND
- SIGNALIZED INTERSECTION
- TRAFFIC SIGNAL/EQUIPMENT MAINTAINED BY
  CITY OF OAKLAND

NOTES:
1. BUS PADS AND DECELERATION PADS MAINTAINED BY THE DISTRICT (AC TRANSIT).
2. ALL NEW LANDSCAPING AND CURLIES AT BRT STATIONS MAINTAINED BY THE
   DISTRICT (AC TRANSIT).
3. ALL SIGNS REQUIRED FOR BRT OPERATIONS MAINTAINED BY THE DISTRICT (AC
   TRANSIT), EXCEPT SIGNAL-MOUNTED SIGNS MAINTAINED BY THE CITY OF OAKLAND.
4. PAVEMENT MAINTENANCE AND STREET SWEEPING BY THE CITY OF OAKLAND.
5. ALL NEW AND EXISTING STREET DRAINAGE MAINTAINED BY THE CITY OF OAKLAND.
6. WATER SERVICE AND METER IN SIDEWALK MAINTAINED BY OTHERS.