AC Transit provides fixed route service to and from many Bay Area Rapid Transit District (BART) stations located in the East Bay. AC Transit Operators and Road Supervisors rely on the ability to utilize BART station restroom facilities during a scheduled break. On several occasions, employees were not able to use the public restrooms because of long lines or the restroom being closed for repairs. At the April 4, 2018 BART/AC Transit Interagency Liaison Committee (ILC) both agencies agreed to collaborate on developing a process to provide restroom access for AC Transit personnel at BART stations.

Station Restroom Assessment

Staff conducted an assessment of fourteen BART stations where AC Transit buses have scheduled layovers and are utilized by District employees for restroom breaks during the peak period between 3:00pm and 9:00pm. Listed on the table below are the BART stations with the highest amount of buses scheduled for layover during the evening:
The following BART stations were determined to be least utilized with less than 25 scheduled buses that layover: Del Norte, South Hayward, Castro Valley, Richmond and North Berkeley. BART installed the sign below for these stations on the public restroom door in July 2018.

For the busiest stations, BART sent out an Engineering and Building Maintenance team to look at site specific solutions. They considered four options: portable restroom, portable trailer, metal building extension and conversion of an existing room to a dedicated AC Transit restroom. BART provided AC Transit with a preferred option and budget for eight of the stations:

<table>
<thead>
<tr>
<th>BART Station</th>
<th>Recommended Options</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruitvale</td>
<td>Modify Existing Room</td>
<td>$60,638</td>
</tr>
<tr>
<td>Hayward</td>
<td>Modify Existing Room</td>
<td>$45,870</td>
</tr>
<tr>
<td>Rockridge</td>
<td>Modify Existing Room</td>
<td>$34,128</td>
</tr>
<tr>
<td>El Cerrito Plaza</td>
<td>Modify Existing Room</td>
<td>$45,870</td>
</tr>
<tr>
<td>Fremont</td>
<td>Install Restroom Bld.</td>
<td>$111,100</td>
</tr>
<tr>
<td>Bay Fair</td>
<td>Install Restroom Bld.</td>
<td>$115,060</td>
</tr>
<tr>
<td>West Oakland</td>
<td>Install Restroom Bld.</td>
<td>$109,780</td>
</tr>
<tr>
<td>Coliseum</td>
<td>Install Restroom Bld.</td>
<td>$116,380</td>
</tr>
</tbody>
</table>

* A restroom in San Leandro will be constructed as part of the existing San Leandro BART Terminal project.
Details of the site-specific solution for each station and the associated cost are included in Attachment 1: AC Transit Restrooms and District Stations, August 2018.

Agreement Terms

Terms of the agreement mutually proposed by BART and AC Transit staff include:

- **Agreement amount:**
  - BART will only invoice AC Transit $638,826.00 to design and construct the site specific solution for eight of the stations.
  - BART will invoice AC Transit for the actual cost of ongoing operation and maintenance of the restrooms.

- **AC Transit Responsibilities:**
  - Cooperate with BART in planning, designing, and engineering, constructing, and implementing the restroom project.
  - Pay the amount related to the construction of restrooms per AC Transit Restrooms and District Stations, August 2018 (Attachment 1) and on a construction schedule to be determined by both parties.
  - Pay for the ongoing operation and maintenance costs of the restrooms.

- **BART Responsibilities:**
  - Design and construct the restrooms, including all permitting, contract administration, procurement, construction administration and management services.
  - Daily cleaning and maintenance of the restrooms including supplying related materials such as toilet paper, paper towels, soap, etc. and making any necessary repairs to the restrooms.
  - Provide AC Transit personnel with exclusive access to the restrooms.

ADVANTAGES/DISADVANTAGES:

The advantage of entering into an agreement with BART is the District will be able to provide its personnel access to clean, comfortable, safe, and conveniently located restrooms at various BART stations. BART plans to utilize its own staff to design and construct the restrooms resulting in a significant cost reduction as compared to contracting this work to an outside firm.

ALTERNATIVES ANALYSIS:

There are no other feasible alternatives since BART owns the properties at the stations.

PRIOR RELEVANT BOARD ACTION/POLICIES:

There are no prior Board action/policies.
ATTACHMENTS:

1. AC Transit Restrooms and District Stations, August 2018
2. Draft Agreement

Approved by: Salvador Llamas, Chief Operating Officer
Reviewed by: Ramakrishna Porchiraju, Executive Director of Planning and Engineering
            Denise Standridge, General Counsel
            Claudia Allen, Chief Financial Officer
            Robert del Rosario, Director of Service Development and Planning
            Derik Calhoun, Director of Transportation
            Joe Callaway, Director of Capital Projects
            Chris Andrichak, Director of Management and Budget
            Evelyn Ng, Capital Planning and Grants Manager

Prepared by: Salvador Llamas, Chief Operating Officer
AC Transit
Restrooms at District Stations

August 2018
Integration Engineering & Buildings Maintenance
Types of Restrooms Options Considered

A. Currently being implemented at Daly City by SamTrans for their drivers’ use - Not Preferred

B. Portable Trailer - Not Preferred

C. Metal building extension constructed by M&E - Preferred Concept

D. Convert Existing Rooms – Preferred Concept

Integration Engineering & Buildings Maintenance
Rockridge Station
Modify Existing Room

Pros:
- Unobtrusive -Within Station Footprint
- Low Construction Costs
- Utilities Close Proximity

Cons:
- Access Not ADA
- Limited Space
- Impacts Training Room Size

Cost:
- $34,128
Fruitvale Station
Next to Break Room

Pros:
- Unobtrusive (Within Station Footprint)
- All Utilities Within Close Proximity
- Low Construction Costs

Cons:
- Entrance Not Directly Adjacent to Bus Layover Area

Cost:
- $60,638

May have to relocate Emergency Access Doors (Additional Cost Approx. $7,500±)
Bayfair Station
Metal Bldg Under Stairs

Pros:
• Built Under Existing Staircase
• Low Maintenance
• Utilities in Close Proximity
• Close to Bus Layover Area

Cons:
• Low Visibility Under Stairs

Cost:
• $115,060

Temporary Chain Link Fence can be replaced with Wrought Iron Fence (Approx. Cost: $200/lf, $10,000 ±)
Hayward Station
Modify Janitor Room

**Pros:**
- Unobtrusive (Within Station Footprint)
- All Utilities Within Close Proximity
- Close to Bus Layover Areas
- Low Construction Costs

**Cons:**
- Limited Space

**Cost:**
- $45,870
Fremont Station Metal Building

Pros:
- Utilities Within Close Proximity
- Close To Highly Trafficked Area

Cons:
- Security Concerns

Cost:
- $111,100
Coliseum Station
Metal Building

Pros:
- Unobtrusive
- Close to bus layover area
- Enclosed within fence
- Utilities in close proximity

Cons:
- Out of sight of station agent
- Key required to enter gated area

Cost:
- $116,380
San Leandro Station
Proposed BRT Project/AC Transit Breakroom

**Pros:**
AC Transit has included a permanent breakroom in the design of the BRT project expanding the intermodal

**Cons:**
- Timing of the project is dependent on funding and AC Transit schedule

**Cost:**
- Included in AC Transit BRT Project

NOTE: THIS OPTION TO BE CONSTRUCTED BY AC TRANSIT PROJECT.
West Oakland Station
Metal Building

Pros:
- All utilities within close proximity
- Close to bus layover area
- High security

Cons:
- Limited space
- Near entrance gates

Cost:
- $109,780
El Cerrito Plaza Station
Modify Trash Room

Pros:
- Unobtrusive – within station footprint
- All utilities already within room

Cons:
- Lockers need to be relocated
- Need to create new door to outside of fare area

Cost:
- $45,870
<table>
<thead>
<tr>
<th>Station</th>
<th>Option</th>
<th>Estimated Cost**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rockridge Station</td>
<td>Modify Room</td>
<td>$34,128</td>
</tr>
<tr>
<td>Fruitvale Station</td>
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</tr>
<tr>
<td>San Leandro Station</td>
<td>BRT Project</td>
<td>AC Transit BRT Project Cost</td>
</tr>
<tr>
<td>West Oakland Station</td>
<td>Metal Bldg.</td>
<td>$109,780</td>
</tr>
<tr>
<td>El Cerrito Plaza Station</td>
<td>Modify Room</td>
<td>$45,870</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$638,826</strong></td>
</tr>
</tbody>
</table>

** Assumes Construction by BART forces with exception of San Leandro
Integration Engineering & Buildings Maintenance
A MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA-
CONTRA COSTA TRANSIT DISTRICT AND THE SAN FRANCISCO BAY
AREA RAPID TRANSIT DISTRICT FOR THE DESIGN, CONSTRUCTION,
OPERATIONS AND MAINTENANCE OF OPERATOR RESTROOMS

This Memorandum of Understanding ("MOU") entered into on date and effective date, is
between the Alameda-Contra Costa Transit District, a special transit district established
pursuant to California Public Utilities Code Sections 24501 et seq. (referred to herein as
"DISTRICT"), and the San Francisco Bay Area Rapid Transit District (referred to herein
as "BART"), a special transit district established pursuant to California Public Utilities Code
Sections 28501 et seq., and together referred to as PARTIES.

RECITALS

WHEREAS AC Transit operates bus service within Alameda and Contra-Costa counties;

WHEREAS BART operates commuter rail service within, inter alia, Alameda and
Contra-Cost counties; and

WHEREAS AC Transit desires to provide access to clean, comfortable, safe, and
conveniently located restrooms at various locations for its personnel; and

WHEREAS BART is willing and able to design, construct, maintain, and offer the
exclusive use of restroom facilities located in several of its stations for the benefit of AC Transit
personnel.

WHEREAS, DISTRICT represents that it has funds committed to reimburse BART
for the design and construction of dedicated restroom facilities at BART stations.

WHEREAS, PARTIES mutually desire to specify the respective design, construction,
operating, and maintenance responsibilities of the PARTIES, and to specify the terms and
conditions under which such work will be performed and such facilities offered for use;

NOW THEREFORE, in consideration of the mutual covenants and promises herein
contained, it is agreed:
SECTION I: PROJECT DESIGN, CONSTRUCTION, OPERATIONS & MAINTENANCE

A. BART AGREES:

1. To work with DISTRICT to determine the best solution to provide DISTRICT personnel with access to restroom facilities at the BART stations listed below; which restrooms shall be available for the exclusive use of AC Transit personnel (herein the "Restrooms").
   a. Fruitvale Station (A20)
   b. Hayward Station (A60)
   c. Rockridge Station (C10)
   d. El Cerrito Plaza Station (R40)
   e. Fremont Station (A90)
   f. Bay Fair Station (A50)
   g. West Oakland (M10)
   h. Coliseum Station (A30)
   i. Del Norte Station
   j. South Hayward Station
   k. Castro Valley Station
   l. Richmond Station
   m. North Berkeley Station.

2. To provide a single point of contact to work cooperatively with the DISTRICT representative in the planning, designing, engineering, constructing, and implementing the Restrooms project. This single point of contact will be the core project team member representing BART and will be responsible for bringing BART resources into the project as appropriate to properly and adequately address project issues.

3. To design and construct the Restrooms, including developing the design criteria as well as the review, approval, and support of the design and construction documents; including all permitting, contract administration, procurement, construction administration and management services.

4. To be responsible for the daily cleaning and maintenance of the Restrooms including supplying related materials such as toilet paper, paper towels, soap, toilet seat covers, etc. and making any necessary repairs to the Restrooms.

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1 Restrooms at the San Leandro Station are subject to a separate MOU related to the work to be performed at that stations as part of the District’s BRT project.
5. To invoice AC Transit on a periodic basis for BART’s cost of cleaning, maintaining, and repairing the Restrooms.

6. To provide AC Transit with instructions on how to access the Restrooms and the necessary equipment required to do so, if any.

B. DISTRICT AGREES:

1. To cooperate with BART in the planning, designing, engineering, constructing, and implementing the Restroom project.

2. To designate at its own expense, a DISTRICT representative to work with BART in coordinating all aspects of the Restrooms Project including planning, engineering, construction, and installation work.

3. To pay the amount related to the construction of Restrooms at the BART stations identified herein per AC Transit Restrooms and District Stations, August 2018 (Attachment 1 of this MOU) and on a construction schedule to be determined by the PARTIES. Per the proposal, expenses and costs incurred will include review, permitting, and approval of the planning, design and construction documents, contract administration, procurement, construction administration and management services for the Restrooms project. DISTRICT will reimburse BART for these expenses and costs.

4. To make progress payments upon BART’s submittal of progress invoices with appropriate documentation detailing costs incurred. The submittal of progress invoices is not to be more frequent than one (1) time per month.

5. To pay for the ongoing operation and maintenance costs of the Restrooms, including any security or access devices installed in each of the Restrooms, including costs associated with repairs of such Restrooms and/or mechanism(s).

6. To pay any invoice received from BART for the services described herein within 30 days of receipt.
SECTION II

MICELLANEOUS PROVISIONS

A. THE PARTIES MUTUALLY AGREE:

1. If AC Transit notifies BART of a deficiency in the cleanliness, maintenance, and/or repairs of the Restrooms the PARTIES shall meet as soon as possible to determine a plan to ensure the cleanliness, maintenance, and/or repairs of the Restrooms. If BART does not complete the necessary work within seven (7) days following such meeting, AC Transit may elect to perform the work and invoice BART for the cost of said work. BART agrees to pay any such invoice within 30 days of receipt.

2. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties, or affect the legal liability of either party to the MOU by imposing any standard of care with respect to the development, design, construction, operation, improvement or maintenance of public facilities different or greater than the standard of care imposed by law.

3. Neither DISTRICT, nor its directors, officers and employees, shall be responsible for any damage, loss, expense, costs or liability occurring by any act or omission by BART under or in connection with any work, authority or jurisdiction delegated to BART under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, BART shall fully defend, indemnify and hold harmless DISTRICT, and its directors, 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 any act or omission by BART under or in connection with any work, authority or jurisdiction delegated to BART under this MOU.

4. Neither BART, nor its officers and employees, shall be responsible for any damage, loss, expense, costs or liability occurring by any act or omission by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, DISTRICT shall fully defend, indemnify and hold harmless BART, 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 DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this MOU.
5. The parties shall work together in the spirit of good faith and cooperation to successfully implement this MOU. To the extent there are disagreements between BART and DISTRICT, 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. In the event the parties cannot resolve the dispute, they will make a thorough good faith effort to resolve such issues through a mediation process conducted by an impartial third party. The parties shall jointly select and engage the efforts of a mediator to help resolve the dispute. The parties shall share the costs of the mediator equally. If the issue still remains unresolved, either party may bring a legal action seeking resolution of the disagreement. However, any and all legal actions may only be brought if the preceding dispute resolution process has been satisfied.

6. If any term or provision of this MOU, or the application of any term or provision of this MOU to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this MOU or the application of this MOU to other situations shall remain in full force and effect. Notwithstanding the foregoing, if any term or provision of this MOU or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this MOU to carry out its intent.

7. In the event a dispute cannot be resolved as described in Section 5 above, either BART or DISTRICT may terminate this MOU upon 120 days prior written notice to the other party. If BART desires to terminate this MOU, such written notice shall be sent by U.S. Postal Service certified mail to: General Manager, Alameda - Contra Costa County Transit District, 1600 Franklin Street, Oakland, CA 94612. If DISTRICT desires to terminate this MOU, such written notice shall be sent by U.S. Postal Service certified mail to San Francisco Bay Area Rapid Transit District, xxxx xxxxxxxxxxxxxxxxxxx, xxxxxxxxxxxx, Oakland, CA 94XXX

8. This MOU and all work performed thereunder shall be interpreted under and pursuant to the laws of the State of California. The parties agree that the jurisdiction and venue of any dispute arising under this MOU shall be the Superior Court of Alameda County.
9. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

10. Each party agrees to keep and maintain (and to require all contractors and subcontractors connected with performance of this MOU) to keep and maintain records showing actual time devoted and all costs incurred in the performance of all work subject to this MOU until three (3) years after the accepted completion of the project, or until such later date as is required under FTA regulations or other applicable law; provided, however, that if any actions brought under the dispute resolution provisions of this MOU or lawsuits arising from this MOU have not been finally resolved by the foregoing deadline, then any records which pertain to any such action shall be maintained until such actions have been finally resolved.

11. This MOU shall commence as of the date entered and shall continue in effect until the parties reach a mutually agreeable date for termination of the MOU.

12. All of the terms, provisions and conditions of the MOU hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.

13. By signing this MOU, BART covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this MOU. BART further covenants that in the performance of this MOU no person having any such interest shall be employed by the BART, and that the BART receives no commissions or other payments from parties other than the DISTRICT as a result of work performed hereunder.

14. This MOU represents the entire MOU of the parties with respect to the subject matter hereof, and all such MOUs entered into prior hereto are revoked and superseded by this MOU, and no representations, warranties, inducements or oral MOUs have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written MOUs. This MOU may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this MOU shall be void and of no effect.

By signing below, each signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she has the legal authority, or has received such authority from the entity, to bind the entity upon whose behalf he/she executed this MOU.