

PROFESSIONAL SERVICES AGREEMENT

between

BAY AREA TOLL AUTHORITY

and

NAME OF CONTRACTOR

for

SHORT PROJECT NAME

FISCAL YEARS 2012-13 to 201__-201__

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PROFESSIONAL SERVICES AGREEMENT

Between BAY AREA TOLL AUTHORITY

And INSERT NAME OF CONTRACTOR

For INSERT BRIEF DESCRIPTION

THIS AGREEMENT is made and entered into as of the **xx** day of **Month**, 2012, by and between the Bay Area Toll Authority (herein called BATA), a public agency of the State of California and **Name of CONTRACTOR**, (herein called "CONTRACTOR", **pick one of the following: partnership, [state of incorporation] corporation/ nonprofit corporation/joint venture organized under the laws of the state of**).

RECITALS

WHEREAS, BATA issued a Request for Proposals (RFP) for Credit Card Processing Services (herein called "the Project"); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of BATA; and

WHEREAS, the parties hereto now wish to enter into an agreement (the "Agreement") pursuant to which CONTRACTOR will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR's services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. CONTRACTOR agrees to perform or secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by **Michael Brinton**, (herein called "BATA Project Manager"). As BATA Project Manager, **Michael Brinton** is responsible for communication with CONTRACTOR and the administration of this Agreement. BATA's Executive Director or designated representative may substitute a new BATA Project Manager by written notice to CONTRACTOR.

CONTRACTOR's point of contact and the individual authorized to communicate to BATA on behalf of CONTRACTOR is **name** ("CONTRACTOR Project Manager"). A change in the CONTRACTOR Project Manager requires BATA written approval.

2. PERIOD OF PERFORMANCE

CONTRACTOR's services hereunder shall commence on or after _____, 2012, and shall be completed no later than _____, 201____, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. CONTRACTOR's services shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference. **[OPTIONAL FOR TASK ORDERS: CONTRACTOR's services shall be performed in accordance with the schedule included in each Task Order.]**

3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, BATA will pay CONTRACTOR for its services as described in Attachment A, a total amount including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee not to exceed **[spell out amount] (\$_____)** ("Maximum Payment"). BATA shall make payments to CONTRACTOR in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be made in writing and delivered or mailed to BATA as follows:

Attention: Accounting Section
Bay Area Toll Authority
Joseph P. Bort MetroCenter
101 - 8th Street
Oakland, CA 94607-4700

Payment shall be made by BATA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative.

4. KEY PERSONNEL

The key personnel to be assigned to this work by CONTRACTOR and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key Personnel, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such

personnel of more than 10% requires the prior written approval of the Project Manager or a designee. CONTRACTOR shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 15. CONTRACTOR agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. BATA reserves the right to direct removal of any individual, including key personnel, assigned to this work.

5. AMENDMENTS

BATA reserves the right to request changes in the services to be performed by CONTRACTOR. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and CONTRACTOR and specifically identified as amendments to the Agreement. The BATA Project Manager is not a designated representative, for purposes of approving an amendment.

6. TERMINATION

A. Termination for Convenience. BATA may terminate this Agreement, in whole or in part, at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to BATA. **FOR**

DELIVERABLES-BASED CONTRACTS USE THIS LANGUAGE: CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed ____%, plus reasonable termination costs, not to exceed the amount payable for such deliverables, **FOR COST REIMBURSEMENT TYPE**

CONTRACTS USE THIS LANGUAGE: CONTRACTOR shall be reimbursed its costs and a pro rata share of its profit on work performed up to the time of termination, plus reasonable termination costs, not to exceed the Maximum Payment set forth in Article 3 . **FOR LABOR-**

HOUR CONTRACTS USE THIS LANGUAGE: CONTRACTOR shall be paid for hours worked and reimbursed for authorized expenses, plus reasonable termination costs, not to exceed the maximum amount payable for the terminated work. **FOR TASK ORDERS, INSERT:** For terminated deliverables-based Task Orders, CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed ____%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, CONTRACTOR shall be paid for

hours worked, plus authorized expenses and reasonable termination costs, not to exceed the maximum amount payable under the terminated Task Order. If CONTRACTOR has any property in its possession belonging to BATA, CONTRACTOR will account for the same, and dispose of it in the manner BATA directs. Except as provided above, BATA shall not in any manner be liable for CONTRACTOR's actual or projected lost profits had CONTRACTOR completed the services required by this Agreement.

B. Termination for Default. If CONTRACTOR does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if CONTRACTOR fails to comply with any other material provision of the Agreement, BATA may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or describe to BATA's satisfaction a plan for curing the breach within the fifteen (15) day period, BATA may terminate the Agreement for default. In the event of such termination for default, CONTRACTOR will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: **FOR DELIVERABLES-BASED CONTRACTS USE THIS LANGUAGE:** CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables, **FOR COST REIMBURSEMENT TYPE CONTRACTS USE THIS LANGUAGE:** CONTRACTOR shall be reimbursed its costs on work performed up to the time of termination, not to exceed the Maximum Payment set forth in Article 3 of the Agreement. **FOR LABOR-HOUR CONTRACTS USE THIS LANGUAGE:** CONTRACTOR shall be paid for hours worked and reimbursed for authorized expenses, not to exceed the maximum amount payable for the terminated work. **FOR TASK ORDERS, INSERT:** For terminated deliverables-based Task Orders, CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables. For terminated time-and-materials Task Orders, CONTRACTOR shall be paid for hours work, plus authorized expenses, not to exceed the maximum payable under the terminated Task Order. Such reimbursement will be offset by any costs incurred by BATA to complete work required under the Agreement. In no event shall BATA be required to reimburse CONTRACTOR for any costs incurred for work causing or contributing to the default. If CONTRACTOR has any property in its possession belonging to BATA, CONTRACTOR will account for the same, and dispose of it in the manner BATA

directs. BATA shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement.

C. If it is determined by BATA that CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of CONTRACTOR, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONTRACTOR, BATA, after setting up a new delivery or performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

7. INSURANCE REQUIREMENTS

CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the types of insurance listed in Attachment E, Insurance Requirements, attached hereto and incorporated herein, 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. All insurance must be placed with insurers with a Best's rating of A-VIII or better.

8. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee or agent of BATA and has no authority to contract or enter into any agreement in the name of BATA. CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR who are assisting in the performance of services under this Agreement. CONTRACTOR shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

9. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless BATA and its commissioners, directors, officers, agents, and employees (collectively "BATA Indemnified Parties") from and against any and all claims, demands, actions, causes of action, damages, liability, obligation, costs and expenses (including attorney's fees and costs) of any kind whatsoever, including (without limitation) those for personal injuries (including, but not limited to death, bodily injuries, emotional or mental distresses and losses of consortium), property damages or pecuniary, financial or economic losses of any kind whatsoever (collectively "Claims and Losses") if the

Claims and Losses are caused by CONTRACTOR's breach of obligations under this Agreement, willful misconduct, or negligent services performed under this Agreement. It is understood and agreed that CONTRACTOR has no obligation to indemnify and hold the BATA Indemnified Parties harmless if the Claims and Losses are caused by the sole active negligence of the BATA Indemnified Parties.

CONTRACTOR further agrees to immediately defend the BATA Indemnified Parties with respect to any Claims and Losses if such Claims and Losses are alleged to arise out of or relate to any allegations of CONTRACTOR's breach of obligations under this Agreement, willful misconduct, or negligent services performed under this Agreement. As part of this defense obligation, CONTRACTOR agrees to either retain counsel to defend the BATA Indemnified Parties or pay charges of the BATA Indemnified Parties' attorneys with regard to the Claims and Losses. CONTRACTOR's duty to defend shall apply and be enforced even if it is alleged that the acts, omissions or failures to act of parties other than CONTRACTOR, including the BATA Indemnified Parties, caused or contributed to the Claims and Losses.

The provisions set forth in this Section are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

10. DATA TO BE FURNISHED BY BATA

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("BATA Data") made available to CONTRACTOR by BATA for use by CONTRACTOR in the performance of its services under this Agreement shall remain the property of BATA and shall be returned to BATA at the completion or termination of this Agreement. No license to such BATA Data, outside of the Scope of Work of the Project, is conferred or implied by CONTRACTOR's use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by CONTRACTOR in the context of the Project shall be the property of BATA and subject to the provisions of Article 11.

11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and

any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to BATA by CONTRACTOR or its subcontractors pursuant to this Agreement shall be and are the property of BATA. BATA shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to BATA. CONTRACTOR hereby assigns to BATA ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. CONTRACTOR also agrees to execute all papers necessary for BATA to perfect its ownership of the rights in the Work Product. Notwithstanding the above, “Work Products” are not intended nor shall they be construed to include CONTRACTOR’S pre-existing intellectual property secured, developed, written, or produced by CONTRACTOR prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONTRACTOR shall retain all right, title and interest in any such pre-existing intellectual property.

CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to BATA, and CONTRACTOR shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to BATA.

CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

12. SUBCONTRACTS

A. Subcontractors approved by BATA for subcontract work under this Agreement are listed in Attachment F, Subcontractor List, attached hereto and incorporated herein by this reference. All subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subcontractor to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONTRACTOR.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between BATA and any subcontractors, and no subcontract shall relieve CONTRACTOR of his/her responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to BATA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractors is an independent obligation from BATA's obligation to make payments to CONTRACTOR.

C. Any substitution of subcontractors must be approved in writing by BATA's Project Manager in advance of assigning work to a substitute subcontractor.

13. ASSIGNMENT OF AGREEMENT

CONTRACTOR shall not assign this Agreement, or any part thereof without prior express written consent of the Project Manager or a designated representative, and any attempt thereat shall be void and unenforceable.

14. RECORDS

CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. CONTRACTOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer. Copies of CONTRACTOR's audits, if any, performed during the course of Project development and at Project completion shall be forwarded to BATA no later than one hundred eighty (180) days after fiscal year end close.

15. AUDITS

CONTRACTOR shall permit BATA, and its authorized representatives to have access to CONTRACTOR's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14. CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

CONTRACTOR further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that BATA, or any of its duly authorized representatives

rendering of assistance or advice to BATA. CONTRACTOR further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of BATA, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, CONTRACTOR further covenants that it has made a complete disclosure to BATA of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of BATA (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by BATA.

18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BATA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONTRACTOR shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR shall immediately provide BATA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, BATA becomes aware of an organizational conflict of interest in connection with CONTRACTOR's performance

of the work hereunder, BATA shall similarly notify CONTRACTOR. In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by BATA, BATA will consider the conflict presented and any alternatives proposed and meet with CONTRACTOR to determine an appropriate course of action. BATA's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by the BATA in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

19. LAWS AND REGULATIONS

CONTRACTOR shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to BATA, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on BATA as a recipient of federal or state funds are hereby in turn imposed on CONTRACTOR.

20. CLAIMS OR DISPUTES

CONTRACTOR shall be solely responsible for providing timely written notice to BATA of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is BATA's intent to investigate and attempt to resolve any CONTRACTOR claims before CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by BATA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given BATA due written notice of a potential claim. The potential claim shall set forth the reasons for which CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to BATA prior to the time that CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BATA, and shall be

governed by all applicable provisions of the Agreement. CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves CONTRACTOR's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

21. REMEDIES FOR BREACH

In the event CONTRACTOR fails to comply with the requirements of the Agreement in any way, BATA reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BATA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. TEMPORARY SUSPENSION OF WORK

BATA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as BATA may deem necessary. The suspension may be due to the failure on the part of CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONTRACTOR. The CONTRACTOR shall comply immediately with the written order of BATA to suspend the work wholly or in part. The suspended work shall be resumed when CONTRACTOR is provided with written direction from BATA to resume the work.

If the suspension is due to CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs shall be at CONTRACTOR's expense and no schedule extensions will be provided by BATA.

In the event of a suspension of the work, CONTRACTOR shall not be relieved of CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work which BATA has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of CONTRACTOR, suspension of all or any portion of the work under this Section may entitle CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

23. WARRANTY OF SERVICES

A. In the performance of its services, CONTRACTOR represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of CONTRACTORS with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. In addition, CONTRACTOR shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.

B. In the event that any services provided by CONTRACTOR hereunder are deficient because of CONTRACTOR's or subcontractor's failure to perform said services in accordance with the warranty standards set forth above, BATA shall report such deficiencies in writing to the CONTRACTOR within a reasonable time. BATA thereafter shall have:

1. The right to have CONTRACTOR re-perform such services at the CONTRACTOR's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if within 30 days after written notice to CONTRACTOR requiring such re-performance, CONTRACTOR fails to give satisfactory evidence to the BATA that it has undertaken said re-performance; or
3. The right to terminate the Agreement for default. CONTRACTOR shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

24. DISPUTE RESOLUTION

A. Informal Resolution of Disputes. CONTRACTOR and BATA shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that BATA provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, BATA's Project Manager shall provide a written determination as to the dispute, which shall include the basis for its decision. Upon CONTRACTOR's written acceptance of the Project Manager's determination, the Agreement may be modified and the determination implemented

or, failing agreement, BATA may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the Project Manager's determination.

If the Project Manager's determination is not accepted by CONTRACTOR, the matter shall promptly be referred to senior executives of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty calendar (30) days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies.

B. Controversies Subject to Alternative Dispute Resolution.

Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between BATA and CONTRACTOR which cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.

C. Other Remedies. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. CONTRACTOR must file a government claim pursuant to Government Code Section 910 et seq. in order to initiate a civil action.

D. Pending Resolution. CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BATA, and shall be governed by all applicable provisions of the Agreement.

E. Cost of Alternative Dispute Resolution Proceedings. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the parties.

F. Survival of this Article. This Article shall survive completion or terminations of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

25. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

27. PARTIAL INVALIDITY

If any term or condition of the Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

28. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

29. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

30. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. CONTRACTOR represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and BATA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

BAY AREA TOLL AUTHORITY

NAME OF CONTRACTOR

Steve Heminger, Executive Director

Insert Appropriate Name, Title

J:\CONTRACT\Procurements\Finance\BATA\FY 11-12\BATA Credit Card Processor_Appendix C.doc

ATTACHMENT A
Scope Of Work
Outline of Services

The services to be performed by CONTRACTOR shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

If there is a Task Order task, include the following:

BATA may request additional services on an as-needed basis. All such services shall be authorized by Task Order, initiated and developed according to the Detailed Task Order Process described below. Task Orders shall include, at a minimum, a detailed description of the work to be performed, a completion date for performance, a maximum payment amount, payment terms (deliverables-based or time and materials) and subcontractor participation (if any), in a completed form as shown in Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference.

**ATTACHMENT A-1,
TASK ORDER PROCESS**

---Remove if not a Task Order contract

Detailed Task Order Process:

Task Orders will be numbered sequentially. The period of performance shall be as set forth in the individual Task Order. The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The BATA Project Manager (“BATA PM”) prepares a draft Task Order to issue to CONTRACTOR. The BATA PM may solicit feedback from CONTRACTOR to facilitate drafting the Task Order.

Step 2* – CONTRACTOR prepares a proposal in response to the draft Task Order. A draft Task Order, as included in this Agreement as Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference, shall be provided to CONTRACTOR for review and comment.

Step 3* – The BATA PM reviews CONTRACTOR’s proposal to determine if it meets the objectives of the draft Task Order and if CONTRACTOR’s proposed costs are reasonable. The BATA PM may solicit early feedback from the Finance Director of the Bay Area Toll Authority at this time, if necessary. Any changes to the draft Task Order deemed appropriate by BATA shall be incorporated in a draft Final Task Order.

Step 4* – The BATA PM forwards the draft Final Task Order to the BATA Contract Administrator for review and approval. Once approved, the BATA PM forwards two copies of the Task Order to the Finance Director of the Bay Area Toll Authority, for review and approval. The Finance Director of the Bay Area Toll Authority signs both copies of a Final Task Order to signify approval and returns them to the BATA PM.

Step 5 – The BATA PM sends both copies of the signed Final Task Order to CONTRACTOR, who signs both copies and returns one to the BATA PM.

Step 6 – The BATA PM sends one copy of the fully executed Task Order to the BATA or BATA Task Lead who initiates work, and sends another copy to BATA Finance to encumber funds against the Task Order. The BATA PM keeps the original fully-executed Task Order for the official project record.

Step 7 – Any services added to the Agreement by a Task Order shall be subject to all applicable conditions of the Agreement. Revisions to Task Orders shall require written approval by both the Finance Director of the Bay Area Toll Authority and CONTRACTOR. Revisions to Task Orders shall require written approval by both the Finance Director of the Bay Area Toll Authority and CONTRACTOR.

Step 8 – The BATA PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 9 – Once the BATA PM determines the Task Order is complete, the BATA PM will send written notification to CONTRACTOR that the Task Order is complete and that all associated invoices are due to BATA within 30 days. Any balance of budget is made available to spend on future task orders at the BATA PM's discretion.

Step 10 – The BATA PM will annually assess the need for a Contract audit.

**The BATA Project Manager may revise the Task Order and/or CONTRACTOR may be asked to revise the proposal based on feedback received during Steps 2 through 4.*

ATTACHMENT A-2
Task Order Form
 --- **Remove if not a Task Order Contract**

1. Task Order No. (include FY)	
2. Title of Task:	
3. BATA Task Lead (if different from BATA Project Manager):	
4. Description of work:	<i>Summarize key task expectations. For more information, see attached <u>Task Order Budget and Schedule and Detailed Description of Work</u> (attached).</i>
5. Original Maximum Payment:	
6. Amended Maximum Payment:	<i>Include each amendment to maximum payment, by amendment number, for particular fiscal year.</i>
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<i>Check the one that applies (see below for more information):</i> <input type="checkbox"/> Time and Materials <input type="checkbox"/> Deliverables

9. Payment Terms [*complete A for Task Orders including one or more deliverables-based payments or B for Time and Materials Task Orders.*]

A. Deliverables-based.

	<u>Deliverable</u>	<u>Total Cost*</u>
1.		\$1
2.		\$1
3.		\$1
4.		\$1
5.		\$1
6.		\$1
7.		\$1
	Total:	\$7.00

*Due upon satisfactory completion as determined by the BATA Project Manager.

B. Time and Materials

Specify hourly rate for applicable personnel and include estimate of expenses.

	<u>Personnel/Expense</u>	<u>Duties</u>	<u>Rate</u>	<u>Est. Hours</u>	<u>Total Cost</u>
1.			\$		\$1
2.			\$		\$1
3.			\$		\$1
4.			\$		\$1
5.			\$		\$1
Total:					\$5.00

<u>Activity</u>	<u>Lead</u>	<u>Estimated Amount Budgeted</u>
		\$1
		\$1
		\$1
		\$1
		\$1
		\$1
TOTAL MAXIMUM PAYMENT		\$6.00

BAY AREA TOLL AUTHORITY

CONTRACTOR

 Finance Director
 Date: _____

 Insert name and title of authorized individual
 Date: _____

J:\Contract\BATA pathname

Task Order Schedule

<u>Deliverable/Milestone</u>	<u>Due Date</u>
	Date

Detailed Description of Work

Task Order #: Title

- 1. Description of subtask 1.
Deliverable – deliverable name
- 2. Description of subtask 2.
Deliverable – deliverable name
- 3. Description of subtask 3.
Deliverable – deliverable name
- 4. Etc.

ATTACHMENT B
Project Schedule

Task #	Work to be Performed/Deliverables (#)	<u>Completion Date</u>

ATTACHMENT C
Compensation and Method of Payment

Choose 1 of the 4 options below and insert the applicable language plus any applicable additional attachments.

FIRM FIXED PRICE

A. Compensation. CONTRACTOR shall be paid, as full compensation for the satisfactory completion of the work described in Attachment A, the firm fixed sum of agreed upon amount, which includes all labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractors costs, travel, equipment, materials and supplies. Any amendments to this Agreement shall be based on the hourly rates set forth in Attachment D, Key Personnel, attached hereto and incorporated herein by this reference. In no event shall the total compensation to be paid CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Progress Payments. Payment for CONTRACTOR's services shall be due in the amounts indicated below, upon acceptance by Project Manager of the following deliverables or milestones, described in detail in Attachment A:

Task	Deliverables (#)	Amount Due
1	Do this (#1)	\$1,234
2	Do that (#2)	\$56,789
		0
	Excel is inside Word Tables. Highlight field, hit F9 or Table Formula = Format \$.	\$58,023.00 highlight #, hit F9

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

COST PLUS FIXED FEE

A. Compensation. CONTRACTOR shall be compensated for its work on a cost plus fixed fee basis in general conformance with the Cost and Price Analysis submitted with CONTRACTOR'S proposal, attached hereto as Attachment C-1, Cost and Price Analysis to Attachment C and incorporated herein by this reference, and within the Maximum Payment set forth in Article 3 of the Agreement. CONTRACTOR will be reimbursed by BATA for actual costs incurred for authorized and satisfactorily completed work and services rendered under this Agreement, plus a fixed fee, as provided below. Said hourly rates shall remain in effect for the term of the Agreement, unless BATA prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Costs. Subject to the aforesaid maximum, the estimated cost for the performance of the work under this Agreement is _____dollars (\$___). Allowability of costs for shall be determined in accordance with 48 Code of Federal Regulations Part 31, or Office of Management and Budget Circular A-122, as applicable. CONTRACTOR shall use actual labor rates and a fixed overhead rate of insert rate of Direct Labor and Fringe Benefits. The services and costs of subcontractors, if any, shall be paid by CONTRACTOR and BATA shall have no obligation, financial or otherwise, to CONTRACTOR's subcontractors. Subcontractors' overhead rates shall be as specified in Attachment C-1. CONTRACTOR shall not be permitted to charge a mark up of subcontractors' costs unless agreed in writing by the BATA Project Manager.

C. Fixed Fee Payment. The fixed fee for work performed under this contract is _____dollars (\$___).

(1) The fixed fee is included in the Maximum Payment set forth above in Article 3. It is understood and agreed that the fixed fee sum is a fixed amount which cannot be exceeded because of any differences between estimated and actual costs of performing the work required by this Agreement, and in no event shall the total of payments to CONTRACTOR exceed the Maximum Payment set forth in Article 3, except by duly executed amendment.

(2) The fixed fee will be prorated and paid monthly in proportion to the percentage of work required under this Agreement that is satisfactorily completed as determined by BATA.

D. Monthly Payment. CONTRACTOR shall be paid by BATA on a monthly basis. CONTRACTOR shall submit an invoice to BATA within thirty (30) days after the end of each month for which payment is sought covering work and services completed to the end of such month, not covered by previously submitted invoices. Invoices shall include an estimate of the percentage of work completed and shall identify the work for which payment is being requested, showing: (1) costs attributable to direct labor, including current and cumulative hours worked by key personnel (for support personnel, classifications may be shown in place of names) itemized by work task, if appropriate, with billing rates; (2) all other direct and indirect costs for which

reimbursement is being requested; (3) items (1) and (2) for subcontractors; (4) the payable portion of the fixed fee sum; and (5) the amounts previously invoiced, the amount currently due, and the total amount paid or due, including this invoice. CONTRACTOR shall also attach to each invoice such receipts or other information as may reasonably be required by BATA. Invoices will be dated, numbered in serial order, and signed by CONTRACTOR.

F. Withheld Amounts and Final Payment. BATA shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by BATA. Final payment of any balance due CONTRACTOR, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by BATA of the reports and working papers which are required to be furnished under this Agreement, and after any post audit of contract costs which may be conducted by BATA. CONTRACTOR acknowledges that certain costs may be disallowed as a result of such a post audit.

LABOR – HOUR

A. Compensation. CONTRACTOR shall be compensated for services based on the hourly rates for the key personnel set forth in Attachment D, Key Personnel Assignment, attached hereto and incorporated herein by this reference, which include all labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless BATA prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

USE WHERE EXPENSES ARE PROVIDED FOR

B. Expenses. BATA will reimburse CONTRACTOR for all expenses deemed reasonable and necessary by BATA incurred by CONTRACTOR in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all CONTRACTORS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

D. Method of Payment. CONTRACTOR shall submit invoices for services rendered on a monthly basis, identifying the work for which payment is requested; the hours worked; any authorized expenses, together with receipts for such expenses; the amount requested; and the cumulative amount billed and paid under this Agreement.

OPTIONAL:

E. Withheld Amounts and Final Payment. BATA shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by BATA. Final payment of any balance due CONTRACTOR, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by BATA of the reports and working papers which are required to be furnished under this Agreement, and after any post audit of contract costs which may be conducted by BATA. CONTRACTOR acknowledges that certain costs may be disallowed as a result of such a post audit.

TASK ORDERS

A. Compensation. CONTRACTOR shall be compensated for its work as specified in signed Task Orders. All Task Orders shall be developed according to the process established in Attachment A-1, Task Order Process, attached hereto and incorporated herein, and should include, at a minimum, a completed form as shown in Attachment A-2, Task Order Form. Payment terms may be based on acceptance of agreed-upon deliverables or upon time and materials reimbursement, depending on the requirements of each Task Order. For time and materials-based payment of Task Orders, labor rates in Attachment D, Key Personnel Assignments, shall apply. The hourly rates in Attachment D include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless BATA prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Expenses. For time and materials Task Orders, BATA will reimburse CONTRACTOR for all expenses deemed reasonable and necessary by BATA incurred by CONTRACTOR in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all CONTRACTORS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

C. Method of Payment. CONTRACTOR shall submit invoices for services rendered no more frequently than on a monthly basis. Invoices shall identify work for which payment is requested by Task Order number (including fiscal year). All invoices will be dated, numbered in serial order, and signed by CONTRACTOR.

For Task Orders authorizing payment on the basis of satisfactory deliverables, CONTRACTOR shall specify each deliverable for which payment is requested, the amount requested, and the total amount paid to date under the Task Order.

For Task Orders authorizing time and materials payment, CONTRACTOR shall specify the work performed, hours worked, and amount due (by personnel), authorized expenses (with receipts for such expenses), the total amount claimed under the invoice and the amount paid to date under the Task Order.

ATTACHMENT D
Key Personnel Assignments

	<u>Name</u>	<u>Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
1.		\$xx		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

For contracts with deliverables-based payment, include note on Rate/Hour as follows:

* Applicable to development of payment provisions in amendments only.

ATTACHMENT E

Insurance Requirements

1. INSURANCE

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

CONTRACTOR 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; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. To the extent that an Agent does not procure and maintain such insurance coverage, CONTRACTOR 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 CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR 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 the CONTRACTOR's insurance be primary without right of contribution from BATA. Prior to beginning work under this contract, CONTRACTOR shall provide BATA with satisfactory evidence of compliance with the insurance requirements of this section.

(i). Workers' Compensation Insurance in the amount required by the applicable laws, 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 CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BATA.

(ii). Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. BATA, and their commissioners, directors, officers, representatives, agents and employees are to be named as

additional insureds (“Additional Insureds”). Such insurance shall be primary as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR’s operations. Such policy shall contain a Waiver of Subrogation in favor of the Additional Insureds.

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

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

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

(v). Property Insurance. Property Insurance covering CONTRACTOR'S own business personal property, tools, equipment, and other property to be used in performance of this Agreement and not intended to become a permanent part of the structure. Coverage shall be written on a “Special Form” 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 in favor of BATA.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to BATA, generally with a Best’s Rating of A-VIII or better.

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

D. Deductibles and Retentions. CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR’s policies without right of contribution from BATA. 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 BATA seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR 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 CONTRACTOR, subcontractor, or

any of their employees, officers or directors, even if CONTRACTOR or subcontractor 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, then CONTRACTOR 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 coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of 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 CONTRACTOR’s personnel, subcontractors, and equipment have been removed from BATA’s property, and the work or services have been formally accepted. CONTRACTOR must notify BATA if any of the above required coverages are non-renewed or cancelled for any reason. 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, CONTRACTOR shall deliver to BATA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

ATTACHMENT F
Subcontractor List

	<u>Name/Address of Subcontractor</u>	<u>Amount of Subcontract</u>	<u>Description of Work</u>
1.			
2.			
3.			
4.			
5.			
6.			