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Executive Director

ANDREW B. FREMIER
Deputy Executive Director

July 25, 2014

**REQUEST FOR QUALIFICATIONS FOR
SAN FRANCISCO-OAKLAND BAY BRIDGE
WEST SPAN BICYCLE, PEDESTRIAN, AND MAINTENANCE PATH PROJECT**

Dear Consultant:

The Bay Area Toll Authority (BATA) invites your firm to submit a Statement of Qualifications (SOQ) to assist BATA in completing the Project Approval /Environmental Document (PA/ED) for the San Francisco-Oakland Bay Bridge West Span Bicycle, Pedestrian, and Maintenance Path Project. BATA is currently awaiting approval of a draft Project Study Report – Project Development Support (PSR-PDS) for the project. BATA reserves the option to include PS&E design work as additional future scope, to be determined at a later time. BATA also reserves the option to stop further work on the PA/ED upon completion of the alternatives analysis as described in Appendix A, Scope of Work.

This letter and its enclosures constitute the Request for Qualifications (RFQ) for this project. Responses should be submitted according to the instructions set forth in this RFQ.

Statement of Qualifications Due Date

Firms must submit an original and six (6) copies, as well as one electronic PDF version of their SOQ by **4:00 p.m., Friday, September 5, 2014**. *SOQs received after that date and time will not be considered.* Submitted SOQs shall be considered firm offers to enter into a contract to perform the work in connection with this RFQ for a period of one hundred twenty (120) days from the due date.

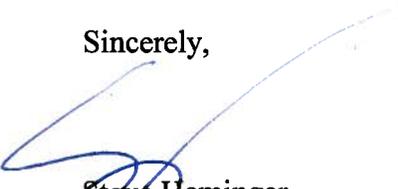
BATA Point of Contact

SOQs and all inquiries relating to this RFQ shall be submitted to Peter Lee, Project Manager at the address shown below. E-mail inquiries may be directed to plee@mtc.ca.gov. For telephone inquiries, call (510) 817-5716.

Peter Lee, Project Manager
Bay Area Toll Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700

Thank you for your interest.

Sincerely,



Steve Heminger
Executive Director

SH: pl

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REQUEST FOR QUALIFICATIONS

to the

BAY AREA TOLL AUTHORITY

SAN FRANCISCO-OAKLAND BAY BRIDGE WEST SPAN
BICYCLE, PEDESTRIAN, AND MAINTENANCE PATH PROJECT
PROJECT APPROVAL /ENVIRONMENTAL DOCUMENT (PA/ED)

July 25, 2014

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND & PROJECT DESCRIPTION

A. Background

BATA was established in January 1998 as the entity responsible for programming, administering and allocating the revenue generated by the tolls on the California Department of Transportation (Caltrans) seven state-owned Bay Area toll bridges (Antioch, Benicia-Martinez, Carquinez, Richmond-San Rafael, Dumbarton, San-Mateo Hayward, and the San Francisco-Oakland Bay Bridge). The Metropolitan Transportation Commission (MTC) — the transportation planning, financing and coordinating agency for the nine-county region — was designated to serve as BATA's policy board and to staff the toll authority. Under legislation, Caltrans retains ownership and operational management of the bridges.

BATA's objective is to complete a PA/ED for the San Francisco-Oakland Bay Bridge West Span Bicycle, Pedestrian, and Maintenance Path Project (the Project). The Project, as identified in the draft PSR-PDS, proposes to address the lack of bicycle, pedestrian, and maintenance (BPM) access on the West Span of the San Francisco-Oakland Bay Bridge (SFOBB) by constructing a BPM path from downtown San Francisco to Yerba Buena Island (YBI). The project is located in the San Francisco Bay Area and the SFOBB connects Interstate 80 (I-80) across San Francisco Bay. The total length of the BPM path is 27,735 feet and the project limits are from approximately PM 5.5 to 7.8 (from westbound off-ramp to Fremont Street to east end of the YBI Tunnel).

Project alternatives' features include, but are not limited to: bridge widening, restriping, reconfiguration of on-and off-ramps, roadway widening, and bicycle/pedestrian lane improvements.

The draft PSR-PDS identified a number of alternatives with a capital outlay construction and right-of-way cost range of between \$325 million to \$360 million. Capital outlay support to complete the project would range between \$85 million to \$120 million. BATA will be funding this PA/ED effort with Toll Bridge Rehabilitation Program funds; however, as currently scoped, funding for the final design and construction of the Project has not yet been identified.

The PSR-PDS did review the potential of west span deck replacements to both mitigate load impacts of the path to the bridge and reduce traffic control costs by constructing both the path and deck replacements at the same time; however, the deck replacement option is not under consideration at this time as the decks are currently in good condition and not yet due for replacement.

The PSR-PDS is expected to be accepted by the California Department of Transportation (Caltrans) in July 2014. In addition, Caltrans prepared a feasibility study/report on the project in 2001.

BATA will be the lead contracting agency for the project; however, overall development of the PA/ED includes representatives from a number of agencies, including but not limited to:

- Bay Area Toll Authority (BATA)

- California Department of Transportation (Caltrans)
- Federal Highway Administration (FHWA)
- City of San Francisco and associated agencies
- U.S Coast Guard
- Bay Conservation and Development Commission

The draft PSR-PDS and earlier feasibility study/report on the project can be downloaded here: <https://mtcdrive.box.com/sfobb-bikepath>.

B. Project Description

As a first phase of work, BATA will require a project alternatives analysis for technical feasibility and cost. The review will help identify possible funding sources for the final design and construction of the project. At least four (4) build alternatives either from those already proposed in the PSR-PDS or new alternatives identified by BATA and the selected Consultant shall be evaluated to a 30% design level for review. BATA reserves the option to stop further work on the PA/ED upon completion of the alternatives analysis.

Should funding be identified for the final design and construction of the project, the Consultant shall be notified to proceed with completion of the PA/ED work. BATA reserves the option to include PS&E design work as additional future scope, to be determined at a later time. The contracting strategy for final design and future additional scope has not been determined.

II. MINIMUM QUALIFICATIONS

To be eligible for SOQ evaluation:

- Firms must demonstrate that key staff members from either the firm submitting an SOQ or a subcontractor who shall be assigned to this project have successfully completed at least three (3) projects in the past ten (10) years related to design of bridge, highway, and multi-user trail projects.

III. SCOPE OF WORK AND SCHEDULE

A scope of work for the project is provided in *Appendix A, Scope of Work*. All work will be assigned pursuant to BATA-initiated task orders, which will include a specific scope of work based on the tasks identified in *Appendix A, Scope of Work*. Payment for work performed under task orders may be deliverables-based or time and materials, as determined by the BATA Project Manager. Consultant will be expected to complete the initial alternatives review in approximately twelve months from task order issuance.

BATA expects the work to commence on or about November 1, 2014 and completed by July 31, 2016.

IV. PROPOSERS' CONFERENCE, REQUESTS FOR CLARIFICATION OR EXCEPTIONS AND ADDENDA

A proposers' conference will be held on July 31, 2014 at 1:00 p.m. at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the Claremont Conference Room. Please arrive by the start time listed. Attendance at the conference is not mandatory for proposers.

Any requests for clarification, or questions regarding RFQ requirements, or requests for exceptions to or modifications of RFQ provisions must be received by BATA no later than 4:00 p.m. on Friday, August 15, 2014, to guarantee consideration.

Any addenda to this RFQ that may be issued by BATA will be posted at <http://procurements.mtc.ca.gov/>. It is the proposer's responsibility to check for addenda and questions and answers related to this RFQ and comply with new or revised requirements that may be stated therein.

V. CONSULTANT SELECTION TIMETABLE

1:00 p.m., July 31, 2014	Proposers' Conference in the Claremont Conference Room at 101 Eighth Street, Oakland, CA.
4:00 p.m., August 15, 2014	Closing date and time for requests for clarifications / exceptions
No later than three (3) business days prior to the date SOQs are due	Closing date and time for protest of RFQ provisions
4:00 p.m., September 5, 2014	Closing date/time for receipt of Statement of Qualifications
Week of September 15, 2014*	Interviews (if required)
October 8, 2014	BATA Oversight Approval

**Dates are approximate and are subject to change*

VI. FORM OF SOQ

Sections that should be included in each SOQ are described below. Page limits, where specified, are for each side of print. Proposers are asked to print double-sided copies to save paper.

A. Transmittal Letter

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name, telephone number and email of a contact person if different from the signator. The letter must indicate whether there are any conflicts of interest that would limit the respondent's ability to provide the requested services, which should be fully addressed as described in Section VI. K, Conflict of Interest below. The letter must also indicate that the SOQs are firm offers to enter into a contract to perform work related to this RFQ for a period of one hundred twenty (120) days from SOQ due date.

B. Title Page

Title page showing the RFQ subject, the name of the proposer's firm, address, telephone number, fax, name of contact person, email, and the date.

C. Table of Contents

SOQs must include a table of contents that includes a clear identification of the material by section and page number.

D. Organizational Chart

SOQs must include an organizational chart showing key staff, availability, and responsibilities.

E. Qualifications and Experience

A detailed statement of the firm's qualifications and previous experience in conducting work similar to the tasks described in the Scope of Work (*Appendix A*), and resumes for the Project Manager and key personnel the proposer intends to use to perform the task(s), summarizing the individual's training and experience relevant to task(s) described in *Appendix A*. If subconsultants are used, include the resumes of key subconsultant personnel, as well.

The information provided in this section should demonstrate that the firm can meet the minimum qualifications required by Section II. Minimum Qualifications. For clarity, the firm is asked to submit a table showing each proposed staff person and their applicable skills and/or areas of expertise and naming the key staff who meet the minimum qualifications.

F. Understanding of Project

Describe the firm's understanding of BATA's objectives and work requirements and describe the firm's ability to satisfy those objectives and requirements. Based on your experience, describe the Firm's understanding of BATA's objectives and work requirements and describe the Firm's

qualifications and ability to satisfy those objectives and requirements listed in *Appendix A, Scope of Work*, including the roles of the project team. The Firm should list all assumptions including the anticipated environmental document type and required deliverables. The Firm should indicate key challenges that will be faced in completing the work (including but not limited to retrofitting of an existing suspension span, working on a historic structure, providing ADA access), and suggest how the team's qualifications have been used successfully on other projects to overcome these challenges. Additional items included that are not specifically requested in the RFQ must be clearly marked as "additional or optional tasks". Include any alternatives that would reduce expenditures while achieving BATA's objectives and timeline.

G. References

Include at least three (3) references attesting to your firm's previous experience in performing work substantially similar or related to the services requested. Please provide the names of previous/current clients, along with the names, telephone numbers, and email addresses of client contact person(s) for each reference.

H. Similar Projects

A summary (no longer than one page each) of at least three (3) projects completed within ten (10) years prior to the date of this RFQ similar in subject matter and scope to all tasks in the Scope of Work. The summary must include the name of the client agency, the firm's role and responsibilities, roles and responsibilities of key staff, the firm's contract term and amount, and a contact person (with telephone number and e-mail) who may be contacted as a reference. Please identify the key similarities between the past projects with this RFQ.

I. Detailed Scope of Services

Succinctly describe the proposed scope of services for completing the tasks listed in *Appendix A, Scope of Work*, including staff assignments and the level of effort for each major task and subtasks. A breakdown of the number of meetings and conference calls must also be described.

J. Detailed Task Budget

IN A SEPARATE SEALED ENVELOPE: In order to help BATA assess how efficiently the firm will manage its resources for this project, provide a time and material estimate for each task identified in *Appendix A, Scope of Work*. An estimate of hours and cost by task and subtask for all team members with averaged labor rates by classification should be provided. Proposer should include additional recommended tasks, which should be clearly identified as optional tasks and should be included as separate line items in the detailed task budget. The task budget will not be considered in the evaluation process.

K. Hourly Rates

IN A SEPARATE SEALED ENVELOPE: Submit a description of the Consultant's and subconsultant's hourly rates. Rates shall include all direct and indirect costs, and the fully loaded hourly rates for all personnel to be used on the project, including subconsultants. Fully-loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance

and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies. Rates indicated shall be firm for the contract term.

Firms' hourly rates will not be a factor in the evaluation. However, BATA reserves the right to negotiate with or to decline to enter into a contract with a firm whose rates are unreasonable in BATA's sole discretion.

L. Conflict of Interest

Describe in detail any current and/or future potential organizational conflicts of interest as they relate to the tasks listed in *Appendix A, Scope of Work*, and propose mitigations for the potential conflicts. Please include in this discussion any potential conflicts arising from contracts with BATA, MTC, the Bay Area Infrastructure Financing Authority, Metropolitan Transportation Commission Service Authority for Freeways and Expressways, and Bay Area Headquarters Authority.

See Section VIII.G for additional information concerning organization conflicts of interest.

M. Forms and Certificates

1. A signed California Levine Act statement (*Appendix B*)
2. A signed Insurance Provisions document (*Appendix C-1*).

N. Iran Contracting Act

Pursuant to California Public Contracts Code Sections 2200 *et seq.*, (AB 1650, Iran Contracting Act of 2010) Proposers for contracts equal to or in excess of one million dollars (\$1,000,000) must certify, at the time of proposal submission that proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Submit a signed Iran Contracting Act Document (*Appendix D*).

VII. QUALIFICATIONS EVALUATION

A. Review for General Responsiveness and Satisfaction of Minimum Qualifications

The Project Manager, in consultation with the BATA Office of General Counsel, will conduct an initial review of the SOQs for responsiveness to ensure that each SOQ meets the Minimum Qualifications set out in Section II, Minimum Qualifications. Proposers failing to meet the Minimum Qualifications will not be considered responsive. Also, any SOQ that does not include enough information to permit the evaluators to rate the SOQ in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. BATA reserves the right to request additional information from responsive proposers at any time during the evaluation process. An SOQ that fails to include one or more items requested in Section VI, Form of SOQ may be considered responsive, if evaluation in every criterion is possible.

B. SOQ Evaluation

Responsive SOQs meeting the Minimum Qualifications will then be evaluated on the basis of the following evaluation factors, listed in descending order of relative importance.

1. Experience and qualifications of the firm and proposed staff expertise in relation to the areas of expertise sought by BATA and the tasks listed in *Appendix A, Scope of Work*;
2. Demonstrated ability to manage project and staff to meet BATA's objectives; and
3. Capacity to provide qualified key personnel to deliver project.

Following the evaluation, the panel may elect to interview one or more firms prior to selection or may rank the firms without interviews. References may be checked at any time.

BATA reserves the right not to convene interviews, but to make an award on the basis of written SOQs, alone. Further, BATA reserves the right to accept or reject any and all submitted SOQs, to waive minor irregularities, and to request additional information from the firms at any stage of the evaluation.

C. Recommendation for Award

The firms will be ranked, based on the panelists' evaluation of the written SOQs and interviews (if held). The ranking will then be forwarded to the BATA Executive Director. The BATA Executive Director will review the ranking and, if he agrees with the ranking, he will forward recommendation to the BATA Oversight Committee for approval.

If BATA and the highest ranked firm are unable to agree upon the terms and conditions of the firm's contract through negotiations, BATA will have the right to negotiate with the next highest ranked firm and so forth, until a Consultant is selected. BATA also reserves the right to cancel this Request for Qualifications and re-procure for this project, if it is determined to be in its best interest to do so.

VIII. GENERAL CONDITIONS

A. Limitations

This RFQ does not commit BATA to award a contract or to pay any costs incurred in the preparation of a SOQ in response to this RFQ. BATA will not reimburse any firm for costs related to preparing and submitting a SOQ.

B. Award

BATA intends to enter into a contract with a Consultant whose SOQ is most advantageous to BATA, based on the evaluation criteria outlined above.

C. Binding Offer

A signed SOQ submitted to BATA in response to this RFQ shall constitute a binding offer from Consultant to contract with BATA according to the terms of the SOQ for a period of one hundred twenty (120) days after its date of submission, which shall be the date SOQs are due to BATA.

D. Contract Arrangements

BATA's standard consultant contract is enclosed for your reference as *Appendix C*. If a firm wishes to propose a change to any standard BATA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the firm will be deemed to accept BATA's standard contract provisions.

The selected firm will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1, Insurance Requirements*. By submitting a SOQ, the selected firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1, Insurance Requirements*, within ten (10) days of BATA's notice to firm that it is the successful proposer. Requests to change BATA's insurance requirements must be brought to BATA's attention no later than the closing date for receipt of requests for clarifications/exceptions listed above. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

All work will be assigned pursuant to BATA-initiated task orders. Payment for work performed under task orders may be deliverables-based or time and materials, as determined by the BATA Project Manager. A sample task order form is included as part of *Appendix C, BATA's Standard Consultant Agreement*.

E. Selection Disputes

A firm may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or it was found to not meet Minimum Qualifications or its SOQ was found to be non-responsive or to the selection of a particular Consultant on the grounds that BATA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third working day prior to the date SOQs are due, for objections to RFQ provisions; or
2. No later than 4:00 p.m. on the third working day after the date the firm is notified that it did not meet the Minimum Qualifications, or was found to be non-responsive; or

3. No later than 4:00 p.m. on the third working day after the date on which the contract is authorized by the BATA Oversight Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the BATA Oversight Committee authorizes award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the BATA review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a BATA review officer.

Should the protester wish to appeal the decision of the Executive Director, it may file a written appeal with the BATA Oversight Committee, no later than 4:00 p.m. on the third working day after receipt of the written response from the Executive Director. The BATA Oversight Committee's decision will be the final agency decision.

Authorization to award a contract to a particular firm by the BATA Oversight Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director or, if the Executive Director's decision is appealed, until the decision of the BATA Oversight Committee.

F. Public Records

This RFQ and any material submitted in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of SOQs submitted to BATA will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any SOQ content contains trade secrets or other proprietary information that the proposer believes would cause substantial injury to the proposer's competitive position if disclosed, the proposer may request that BATA withhold from disclosure such proprietary materials by marking each page containing proprietary information, as confidential and shall include the following notice at the front of its SOQ:

“The data on the following pages of this SOQ marked along the right margin with a vertical line contain technical or financial information, which are trade secrets and/or which, if disclosed, would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used for review by BATA only, but understands that exemption from disclosure will be limited by BATA's obligations under the California Public Records Act. If a contract is awarded to the Proposer submitting this SOQ, BATA shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire SOQ confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required SOQ forms, cost information, or hourly rates as confidential. Consequently, any language purporting to render any SOQ forms, cost information, or hourly rates as confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the SOQ requests that BATA withhold such data from disclosure and BATA complies with the Proposer’s request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend BATA and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys’ fees that may be awarded to the party requesting such proposer information); and pay any and all costs and expenses relating to the withholding of the proposer information.

If the Proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its SOQ, and does not request that BATA withhold information marked as confidential and requested under the California Public Records Act, BATA shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against BATA or its commissioners, officers, employees or agents in connection with such disclosure.

G. Organizational Conflict of Interest

By submitting a SOQ, the Proposer represents and warrants that no commissioner, officer or employee of BATA is in any manner interested directly or indirectly in the SOQ or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFQ and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever BATA is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by BATA and the Proposer. After award, the Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other BATA solicitations. 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 Project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work resulting from this RFQ 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 resulting from this RFQ.

APPENDIX A, SCOPE OF WORK

San Francisco-Oakland Bay Bridge West Span Bicycle, Pedestrian, and Maintenance Path Project

The Consultant shall prepare the appropriate Project Approval and Environmental Document (PA/ED) as required by the California Department of Transportation (Caltrans), CEQA and NEPA to define the project scope. BATA anticipates an Environmental Assessment /Environmental Impact Report will be required for environmental documentation. The Project, as identified in the draft PSR-PDS, will propose to address the lack of bicycle, pedestrian, and maintenance (BPM) access on the West Span of the San Francisco-Oakland Bay Bridge (SFOBB) by constructing a BPM path from downtown San Francisco to Yerba Buena Island (YBI). The project is located in the San Francisco Bay Area and the SFOBB connects Interstate 80 (I-80) across San Francisco Bay. The total length of the BPM path is 27,735 feet and the project limits are from approximately Post mile 5.5 to 7.8 (from westbound off-ramp to Fremont Street to east end of the YBI Tunnel).

The draft PSR-PDS identified six build alternatives with a capital outlay construction and right-of-way cost range of between \$325 million to \$360 million. Capital outlay support to complete the project would range between \$85 million to \$120 million. BATA will be funding this PA/ED effort with Toll Bridge Rehabilitation Program funds, however, as currently scoped, funding for the final design and construction of the Project has not yet been identified.

As a first phase of work, BATA will require a project alternatives analysis for technical feasibility and cost. The review will help identify possible funding sources for the final design and construction of the project. At least four (4) build alternatives both from those already proposed in the PSR-PDS or new alternatives identified by BATA and the selected consultant shall be evaluated to a 30% design level for review. The alternatives shall focus on achieving bicycle and pedestrian access between San Francisco and YBI. Potential additional alternatives can explore options including, but not limited to, having a pathway only one side of the bridge, narrower pathway and/or vehicle lane widths, on-existing deck options, use of existing on and off ramps, and other options potentially requiring design exceptions. Potential alternatives were discussed at a Project design charrette held in January 2014. A summary of the discussion can be found along with other Project documents at <https://mtcdrive.box.com/sfobb-bikepath>. BATA reserves the option to stop further work on the PA/ED upon completion of the alternatives analysis.

Should funding be identified for the final design and construction of the project, the Consultant shall be notified to proceed with completion of the PA/ED work. The Consultant shall perform all work necessary to define the Project and produce all necessary documents required to obtain project approval. This shall include approval of necessary Fact Sheets for exceptions to design standards, preparation of realistic cost estimates and development of project delivery schedules acceptable to BATA. In addition, the Consultant shall be responsible for preparing, submitting and obtaining approval of all accompanying documents (i.e. mapping, permits, agreements, reports, etc.). The Consultant shall prepare the proper type of environmental document along with the necessary technical studies as required by the CEQA and NEPA. Consultant shall obtain the approval for the document and the technical studies.

Caltrans will provide oversight and quality control/assurance of the preparation of the documents required for the project. All project services and deliverables must adhere to current Caltrans mandated requirements for project development. These requirements include adherence to design standards, regulations, policies and procedures for all work within State right-of-way at the time of project construction advertisement. Any work beyond the limits of the State right-of-way must adhere to current standards for the appropriate local agency. All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agency (i.e., City, County, State or Federal).

BATA reserves the option to include PS&E design work as additional future scope, to be determined at a later time. The contracting strategy for final design and future additional scope has not been determined.

The Consultant list of services may include, but are not limited to the following services:

- Prepare a project delivery plan that will include all elements of the project development process including but not limited to: Project Management Plan, Project Risk Registry, Realistic Project Cost, and Schedule for each phase of the project.
- Perform all work necessary to define the Project and produce all necessary documents required to obtain approval of the Project. In addition, the Consultant shall be responsible for the preparation, submittal and approval of all accompanying documents (i.e., mapping, permits, agreements, reports, etc.).
- Determine the appropriate level of the environmental document needed for this Project. Prepare all technical studies and attachments that accompany the environmental document, and obtain the approval of the environmental document and the technical studies.
- Prepare the project design and technical deliverables in accordance with Caltrans' regulations, policies, procedures, manuals and standards.

Consultant shall be familiar with and responsible for providing and performing the tasks and activities listed below. Additional tasks may be added as necessary.

Task 1 – Project Management

This task shall include coordinating with the BATA Project Manager and staff for the duration of the PA/ED phase of the project on a day-to-day basis; prepare agendas and records of meetings for monthly project team meetings; prepare and maintain a project schedule; prepare project status reports; prepare presentations and/or handouts for various meetings; coordinate with other agencies, utilities, and stakeholder groups including their consultants implementing projects in the corridor; and other general project management activities. The Consultant shall maintain Project files in accordance with Caltrans' Uniform Filing System, develop and maintain a Quality Control/Quality Assurance Plan, develop and maintain a Risk Management Plan, and assist with the development of Project required agreements.

Task 2 – Preliminary Engineering and Technical Studies as Necessary to Perform Technical Feasibility and Cost Analysis of Build Alternatives

Conduct preliminary engineering and technical review to support the development of 30%

conceptual plans and cost estimates for at least four build alternatives. The review will help identify possible funding sources for the final design and construction of the project. The build alternatives may be from both those already proposed in the PSR-PDS or new alternatives identified by BATA and the selected Consultant. Consultant shall evaluate the alternatives to a 30% design level for evaluation and review. The alternatives shall focus on the achieving bicycle and pedestrian access between San Francisco and YBI. Potential alternatives include a path only on-side of the west span, on and off deck options, use of existing on and off ramps, vehicle lane reductions, design exceptions on path widths, limited maintenance access and other options. BATA reserves the option to stop further work on the PA/ED upon completion of the alternatives analysis. The technical alternatives analysis shall be of the degree sufficient to identify major challenges that may make the project infeasible from a technical or cost prospective.

Task 3 – Preliminary Engineering and Technical Reports (PR attachments)

Conduct preliminary engineering to support the development of the Project Report (PR) and environmental document, including plans, cost estimates and milestone schedules. This task shall also involve preparation of the mapping suitable for a project approval prepared in accordance with current Caltrans standards, policies and procedures. Consultant shall prepare draft and revised final documents to support the development of the PR and environmental document, including plans, cost estimates, milestone schedules, technical reports and design exception fact sheets as required for approval. This task shall include, but is not limited, to base mapping, refined plans, draft and final fact sheets, preliminary cost estimate, utility maps, Utility Policy Variance Report (UPVR), and Traffic Operations Analysis Report (TOAR).

Task 4 – Environmental Studies and Reports

Consultant shall conduct environmental studies to identify environmental hazards and potential remediation strategies as required for approval of the environmental document. This task shall include, but is not limited to draft and final Storm Water Data Report, Preliminary Water Quality Assessment, Air Quality Analysis, Noise Analysis, Biological Assessment, a Natural Environment Study, Wetland Delineation Report, Location Hydraulic Study Report, Cultural Resource assessment including survey reports for the Area of Potential Effects (APE), Archaeological Survey Report (ASR), Historical Property Survey Report (HPSR), Paleontology Identification Report, Initial Site Assessment, Preliminary Geotechnical Report, and Visual Impact Assessment.

Task 5 – Prepare Draft and Final PR

This task involves preparing a Draft PR, and circulating to participating agencies and other interested parties for review and comment. This task also includes preparing a Draft Final PR based on comments received as a result of the circulation of the Draft PR. The Draft Final PR will be circulated to participating agencies and other interested parties for review and comment. The Consultant shall prepare Final Project Approval Document(s) based on comments received as a result of the circulation of the Draft Final PR. This task shall include completing administrative drafts, logging and indexing all comments received as a result of the circulation of the Draft Document(s) and preparing a written response to each comment. The Consultant shall assist with the circulation of the Draft Final PR if required by the CEQA and NEPA process.

Deliverables shall include all work necessary to prepare the Final Document(s) including, but not limited to, developing PR level R/W Data sheet, Staging Plans, Landscape Plans, Layout Plans, Life Cycle Cost Analysis (LCCA) Report, Noise Abatement Decision Report (NADR), Advanced Planning Studies (APS), Foundation Report (as needed), and completion of the Value Analysis.

Task 6 – Prepare Draft and Final Environmental Document

The Consultant shall prepare the environmental document for the project that complies with the CEQA and NEPA requirements, which will be submitted to Caltrans for review and approval. The draft environmental documents will be prepared and distributed to BATA and Caltrans for comment. This task shall include, but is not limited to completing administrative drafts and final environmental document(s), distribution of draft and final ED to appropriate stakeholders to comply with CEQA and NEPA requirements. This task shall include all work necessary to prepare the Final Document(s) including, but not limited to, logging and indexing all comments received as a result of the circulation of the Draft Document(s) and preparing a written response to each comment.

Task 7 – Prepare Permits and Agreements and Obtain Permits

Consultant shall complete all permit and agreement applications for submission and approval. Working with Caltrans and BATA, the Consultant shall determine the appropriate permits and agreements to be prepared. This task shall include any support work required for acquiring utility easements. Establishing services for communications and power will be completed in coordination with BATA staff or BATA's Utility Service Coordination consultant.

Task 8 – Public Outreach

Consultant shall provide public outreach support during the planning and environmental phases of the Project. This task shall include, but is not limited to, general outreach to the public to educate them on the use of shoulder running lanes. Should public meetings be required by the CEQA and NEPA processes, the Consultant shall provide the necessary support to lead the meetings including coordination of venue and public noticing in addition to conducting the meeting. Any additional stakeholder outreach meetings shall be included in this task.

APPENDIX B, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

BATA’s commissioners include:

Alicia G. Aguirre	Federal D. Glover	Joe Pirzynski
Tom Azumbrado	Scott Haggerty	Jean Quan
Tom Bates	Anne W. Halsted	Bijan Sartipi
David Campos	Steve Kinsey	James P. Spering
Dave Cortese	Sam Liccardo	Adrienne J. Tissier
Bill Dodd	Mark Luce	Scott Weiner
Dorene M. Giacomini	Jake Mackenzie	Amy Rein Worth

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any BATA commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any BATA commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C, BATA'S STANDARD CONSULTANT AGREEMENT

Instructions: Red
Choices: Blue or Purple

PROFESSIONAL SERVICES AGREEMENT

between

BAY AREA TOLL AUTHORITY

and

NAME OF CONSULTANT

for

SAN FRANCISCO-OAKLAND BAY BRIDGE WEST SPAN BICYCLE, PEDESTRIAN, AND
MAINTENANCE PATH PROJECT

FISCAL YEARS 2014-2015 to 2015-2016

PROFESSIONAL SERVICES AGREEMENT

Between BAY AREA TOLL AUTHORITY

And INSERT NAME OF CONSULTANT

For

SAN FRANCISCO-OAKLAND BAY BRIDGE WEST SPAN BICYCLE, PEDESTRIAN, AND
MAINTENANCE PATH PROJECT

THIS AGREEMENT is made and entered into as of the *xx* day of *Month*, 2014, by and between the Bay Area Toll Authority (herein called "BATA"), established pursuant to Streets and Highways Code § 30950 *et seq.*, and INSERT NAME OF CONSULTANT, (herein called "CONSULTANT"), a *partnership*, _____[state of incorporation] corporation/ *nonprofit corporation/joint venture organized under the laws of the State of* _____.

RECITALS

WHEREAS, BATA intends to secure services for engineering services including assistance in completing the Project Approval/Environmental Document (PA/ED) for the San Francisco-Oakland Bay Bridge West Span Bicycle, Pedestrian, And Maintenance Path Project (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 CONSULTANT will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

A general description of the tasks to be required of CONSULTANT is included in this Agreement as Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. All required services shall be authorized by Task Order. All services described in a duly executed Task Order are hereby incorporated into the Agreement upon their execution. 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.

In the performance of its services, CONSULTANT represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and CONSULTANT represents that it carries and will

maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. CONSULTANT agrees to perform or secure the performance of all specified services in their entirety with respect to fully executed Task Orders within the Maximum Payment specified in Article 3. Stephen Baker (herein called "BATA Project Manager") is responsible for communication with CONSULTANT and the administration of this Agreement. BATA's Executive Director or designated representative may substitute a new BATA Project Manager by written notice to CONSULTANT.

CONSULTANT's point of contact and the individual authorized to communicate to BATA on behalf of CONSULTANT is **INSERT NAME OF CONSULTANT PROJECT MANAGER** ("CONSULTANT Project Manager"). A change in the CONSULTANT Project Manager requires BATA written approval.

1.1 PROGRESS REPORTS

CONSULTANT shall provide BATA with monthly progress reports according to the schedule and form approved by the BATA Project Manager.

2. PERIOD OF PERFORMANCE

CONSULTANT's services hereunder shall commence on or after _____, 201__, and shall be completed no later than _____, 201__, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. CONSULTANT's services shall be performed in accordance with the schedule included in each signed Task Order.

3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, BATA will pay CONSULTANT for its services as described in duly executed Task Orders, 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 IN WHOLE DOLLARS (\$_____)**] ("Maximum Payment"). BATA shall make payments to CONSULTANT 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 CONSULTANT 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. CONSULTANT shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 15. CONSULTANT 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 CONSULTANT. 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 CONSULTANT 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 for convenience, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT 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 terminated deliverables-based Task Orders, CONSULTANT 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, CONSULTANT 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 CONSULTANT has any property in its possession belonging to BATA, CONSULTANT 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 CONSULTANT's actual or projected lost profits had CONSULTANT completed the services required by this Agreement.

B. Termination for Default. If CONSULTANT 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 CONSULTANT 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 CONSULTANT, setting forth the manner in which CONSULTANT is in default. If CONSULTANT 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, CONSULTANT will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: For terminated deliverables-based Task Orders, CONSULTANT 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, CONSULTANT shall be paid for hours worked, 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 CONSULTANT for any costs incurred for work causing or contributing to the default. If CONSULTANT has any property in its possession belonging to BATA, CONSULTANT will account for the same, and dispose of it in the manner BATA directs. BATA shall not in any manner be liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement.

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

7. INSURANCE REQUIREMENTS

CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the types of insurance and financial security listed in Attachment F, 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

CONSULTANT 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. CONSULTANT has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in the performance of services under this Agreement. CONSULTANT 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. CONSULTANT shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

9. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless BATA and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their 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 attorneys’ 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 arise out of, pertain to, or relate to CONSULTANT’s recklessness, willful misconduct, or negligent services performed under this Agreement. It is understood and agreed that Consultant has no obligation to indemnify and hold the BATA Indemnified Parties harmless to the extent that the Claims and Losses are caused by the negligence of the BATA Indemnified Parties.

CONSULTANT 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, pertain to, or relate to any allegations of CONSULTANT’s recklessness, willful misconduct, or negligent services performed under this Agreement. As part of this defense obligation, CONSULTANT agrees to either retain counsel to defend the MTC Indemnified Parties or pay charges of the BATA Indemnified Parties’ attorneys with regard to the Claims and Losses.

CONSULTANT’s reasonable defense costs (including attorney and expert fees), incurred in providing a defense for the BATA Indemnified Parties shall be reimbursed by BATA except to the extent such defense costs arise, under principles of comparative fault, from CONSULTANT’s (a) negligent acts or omissions; (b) recklessness; or (c) willful misconduct.

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 CONSULTANT by BATA for use by CONSULTANT 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 CONSULTANT’s use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by CONSULTANT 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 CONSULTANT or its subconsultants 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 CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to BATA. CONSULTANT 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. CONSULTANT 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 CONSULTANT’S pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property.

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

CONSULTANT 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. Subconsultants approved by BATA for subcontract work under this Agreement are listed in Attachment E, Subconsultant List, attached hereto and incorporated herein by this reference. Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONSULTANT.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between BATA and any subcontractors, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT 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 CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from BATA's obligation to make payments to CONSULTANT.

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

D. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under of this Agreement.

13. ASSIGNMENT OF AGREEMENT

CONSULTANT 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

CONSULTANT 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. CONSULTANT 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.

Agreement without liability or, at its discretion, the right to deduct from CONSULTANT's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

18. PROHIBITED INTERESTS

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to BATA. CONSULTANT 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, CONSULTANT 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

CONSULTANT 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.

CONSULTANT shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant 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 CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder,

CONSULTANT shall immediately provide BATA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT'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 CONSULTANT's performance of the work hereunder, BATA shall similarly notify CONSULTANT. In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by BATA, BATA will consider the conflict presented and any alternatives proposed and meet with CONSULTANT 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 CONSULTANT to damages incurred by the BATA in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

19. LAWS AND REGULATIONS

CONSULTANT 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 CONSULTANT.

20. CLAIMS OR DISPUTES

CONSULTANT 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 CONSULTANT claims before CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

CONSULTANT 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 CONSULTANT 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 CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, CONSULTANT 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. CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves CONSULTANT'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 CONSULTANT claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or BATA may terminate the Agreement.

21. REMEDIES FOR BREACH

In the event CONSULTANT 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 CONSULTANT 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 CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONSULTANT. The CONSULTANT shall comply immediately with the written order of BATA to suspend the work wholly or in part. The suspended work shall be resumed when CONSULTANT is provided with written direction from BATA to resume the work.

If the suspension is due to CONSULTANT'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 CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by BATA.

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

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

23. WARRANTY OF SERVICES

A. In the performance of its services, CONSULTANT represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants 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, CONSULTANT 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 CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, BATA shall report such deficiencies in writing to the CONSULTANT within a reasonable time. BATA thereafter shall have:

1. The right to have CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to CONSULTANT requiring such re-performance, CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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, as set forth below.

B. Controversies Subject to Alternative Dispute Resolution. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between BATA and CONSULTANT 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. CONSULTANT must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

D. Pending Resolution. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT

Steve Heminger, Executive Director

Insert Appropriate Name, Title

ATTACHMENT A

Scope Of Work

Outline of Services

The services to be performed by CONSULTANT 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 subconsultant 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

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 CONSULTANT. The BATA PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.

Step 2* – CONSULTANT 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 CONSULTANT for review and comment.

Step 3* – The BATA PM reviews CONSULTANT’s proposal to determine if it meets the objectives of the draft Task Order and if CONSULTANT’s proposed costs are reasonable. The BATA PM may solicit early feedback from the BATA Operations Director 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 BATA Operations Director, for review and approval. The BATA Operations Director 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 CONSULTANT, 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 BATA Operations Director and CONSULTANT. Revisions to Task Orders shall require written approval by both the BATA Operations Director and CONSULTANT.

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 CONSULTANT 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 CONSULTANT may be asked to revise the proposal based on feedback received during Steps 2 through 4.*

ATTACHMENT A-2
Task Order Form

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 (attached)</u>.</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

CONSULTANT

Melanie Crotty, Operations Director
Date: _____

Insert name and title of authorized individual
Date: _____

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

Not Used

ATTACHMENT C
Compensation and Method of Payment

TASK ORDERS

A. Compensation. CONSULTANT 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 CONSULTANT 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 CONSULTANT for all expenses deemed reasonable and necessary by BATA incurred by CONSULTANT in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of CONSULTANT 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. CONSULTANT 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 CONSULTANT.

For Task Orders authorizing payment on the basis of satisfactory deliverables, CONSULTANT 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, CONSULTANT 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.				

ATTACHMENT E
Subconsultant List

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

LIST "None" ABOVE IF NO SUBCONTRACTORS ARE BEING USED.

ATTACHMENT F
Insurance Requirements

1. INSURANCE

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

CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONSULTANT 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 CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONSULTANT 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 CONSULTANT's insurance be primary without right of contribution from BATA. Prior to beginning work under this contract, CONSULTANT shall provide BATA with satisfactory evidence of compliance with the insurance requirements of this section.

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

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT'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. Such policy shall contain a Waiver of Subrogation in favor of BATA.

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

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

4. Umbrella Insurance in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to BATA and having minimum limits of \$2,000,000 per claim. The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.

6. Property Insurance. Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation 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. CONSULTANT'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. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT'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 CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT 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 CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

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

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

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

G. Certificates of Insurance. Prior to commencement of any work hereunder, CONSULTANT 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 CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

3. ADDITIONAL INSUREDS

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

- Bay Area Toll Authority (BATA)
- California Department of Transportation (Caltrans)

APPENDIX C-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times 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, placed with insurers with a Best’s rating of A-VIII or better.

Yes (√)	Please certify by checking the boxes at left that required coverages will be provided within ten (10) days of BATA’s notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> with Statutory limits, and Employer’s Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT’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. Such policy shall contain a Waiver of Subrogation in favor of BATA. BATA, MTC, Caltrans, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT’s operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.
—	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
—	<u>Errors and Omissions Professional Liability Insurance</u> 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 CONSULTANT and any work performed or

	<p>conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.</p>
<p>—</p>	<p><u>Property Insurance.</u> Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA.</p>
	<p>B. <u>Acceptable Insurers.</u> All policies will be issued by insurers acceptable to BATA, generally with a Best's Rating of A-VIII or better.</p> <p>C. <u>Self-Insurance.</u> CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BATA.</p> <p>D. <u>Deductibles and Retentions.</u> CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT'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.</p> <p>In the event that BATA seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT 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 CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.</p> <p>E. <u>Claims Made Coverage.</u> If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONSULTANT shall:</p> <ol style="list-style-type: none"> (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement; (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONSULTANT shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

	<p>F. <u>Failure to Maintain Insurance.</u> All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONSULTANT’s personnel, subcontractors, and equipment have been removed from BATA’s property, and the work or services have been formally accepted. CONSULTANT must notify BATA if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.</p> <p>G. <u>Certificates of Insurance.</u> Prior to commencement of any work hereunder, CONSULTANT 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.</p> <p>H. <u>Disclaimer.</u> The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.</p> <p>3. ADDITIONAL INSUREDS The following entities are to be named as Additional Insureds under applicable sections of this Appendix C-1 and as BATA Indemnified Parties, pursuant to the Agreement.</p> <ul style="list-style-type: none"> • Bay Area Toll Authority (BATA) • California Department of Transportation (Caltrans)
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By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of BATA’s notice to firm that it is the successful proposer.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BATA’s attention no later than the date for protesting RFQ provisions. If such objections are not brought to BATA’s attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

APPENDIX D, IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a BATA contract for goods or services of \$1,000,000 or more, a Proposer must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Proposer or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

Printed Name and Title of Person Signing

Date Executed