

February 24, 2015

REQUEST FOR PROPOSALS

The Association of Bay Area Governments ("ABAG"), a joint powers agency, formed under California Government Code Sections 6500, et. seq., invites qualified Proposers to respond to this Request for Proposals (RFP) for professional services to fabricate Bay Trail wayfinding signage.

I. BACKGROUND AND DESCRIPTION OF PROJECT

A. Background

The San Francisco Bay Trail is a visionary plan for a 500-mile walking and bicycling path that will one day allow continuous travel around San Francisco Bay. Over 335 miles of trail are complete in the form of multi-use pathways, levee-top trails, bike lanes and sidewalks. Eventually, the Bay Trail will link the shoreline of nine counties, passing through 47 cities and crossing seven toll bridges.

Implementation of the Bay Trail is coordinated by the San Francisco Bay Trail Project, a nonprofit organization created by the Association of Bay Area Governments and housed at its offices. To carry out its mission, the Bay Trail Project grants funds for trail planning and construction, ensures consistency with the adopted Bay Trail Plan, provides technical assistance, enlists public participation in trail-related activities, and publicizes the Bay Trail and its benefits to the region. For more information regarding the Bay Trail, visit the Bay Trail website www.baytrail.org.

The Bay Trail wayfinding signs are the main tools for identifying the Bay Trail alignment and guiding the public through the Bay Trail system and are intended to be permanent installations. Since the Bay Trail is typically located adjacent to the Bay shoreline, the Bay Trail wayfinding signs are required to withstand exposure to high levels of sun (ultraviolet light), moisture, and salt as well as being resistant to graffiti and vandalism.

B. Description of Project

The purpose of this RFP is to solicit responses from sign contractors to fabricate a series of Bay Trail wayfinding signs as detailed in the Scope of Work (Appendix A). The Bay Trail wayfinding signs are required to withstand high levels of sun (ultraviolet light), moisture, and salt as well as being graffiti resistant. The most recent Bay Trail wayfinding signs installed in the field have experienced extensive color fade, especially in the yellow colors, due to ultraviolet light exposure within a few years of installation. The successful sign contractor in this RFP process will have a proven track record in fabricating signs utilizing a screen printing process or intaglio printing process that provides long term color fade protection and corrosion resistance resulting from high levels of sun (ultraviolet light), moisture, and salt exposure as well as providing resistance to graffiti.

II. MINIMUM QUALIFICATIONS

The proposing sign contractor must have a minimum of ten years of direct experience in fabricating similar signage, and must possess the background, experience, and capability necessary to successfully perform the tasks outlined in the Scope of Work. The sign contractor must have knowledge and experience fabricating similar wayfinding signs that are able to withstand high levels of exposure to sun (ultraviolet light), moisture, and salt as well as graffiti resistance utilizing a screen printing or intaglio printing process.

III. SCOPE OF WORK

The scope of work is contained in Appendix A.

The sign contractor selected will take primary direction from Lee Huo, ABAG Bay Trail Planner, leeh@abag.ca.gov, 510-464-7915 (referred to as “project manager” in this RFP).

IV. FORM OF PROPOSAL

Proposers must submit four (4) copies of their proposal no later than **5:00 p.m. on March 23, 2015**, to be considered. Proposals shall include:

1. **Description of Qualifications.** A brief description of the prospective contractor’s qualifications and experience with an emphasis on the qualifications related to the scope of work outlined in Appendix A;
2. **Appendix B, Bid Proposal Form.**
3. **Appendix C, Reference Form.** Proposers shall list a minimum of three (3) separate contracts for similar services that have occurred within the last five years where Proposer successfully provided such services. Reference list shall include names and current telephone numbers and email addresses.
4. **Appendix D-1, Personnel Form.**
5. **Appendix D-2, Subcontractor Form.**
6. **Samples of Work.** A minimum of three different samples of signs fabricated by the prospective contractor’s, which most closely corresponds to the signs to be fabricated under the scope of work outlined in Appendix A. **Samples of work for sub-consultants must also be included.** All samples will be returned to the proposer upon completion of the RFP selection process upon request and at the proposer’s expense.
7. The Proposer shall provide a description of the proposed manufacturing process/method and an explanation of how the manufacturing process/method provides long term color fade protection, corrosion resistance, and graffiti resistance for the signs that will be fabricated. The Proposer shall include information about the effectiveness of the proposed manufacturing process/method on providing color fade protection, corrosion resistance, and graffiti resistance and about the life expectancy of the signs fabricated using the proposed manufacturing process/method. The Proposer shall provide a description of the length of time and extent of any warranties that will be provided under its proposal. Ideally, a 7- to 10-year warranty will be provided on the Bay Trail signs to be manufactured, but the Bay Trail Project is open to alternative proposals for length of warranty. The Proposer shall also identify examples (within

- the San Francisco Bay Area if possible) of signs that it has fabricated with a similar process/method that have already been installed in the field.
8. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements and timelines of this RFP. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.
 9. The sealed Proposal should be delivered by **5:00 p.m. on March 23, 2015** to:

Association of Bay Area Governments
Attention: Lee Huo, Bay Trail Planner
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4756

ALL APPENDICES MUST BE COMPLETE. INCOMPLETE PROPOSALS ARE AT RISK OF BEING DEEMED NON-RESPONSIVE.

V. PROPOSAL EVALUATION AND SELECTION PROCESS

A Proposal Review Committee consisting of ABAG staff will review the Proposals. To be considered, proposers must meet the minimum qualifications set out in Section II and must provide a complete proposal as outlined in Section IV to be considered.

Firms evaluated as the most qualified to perform the required services will be selected for an interview, at the firm's expense. Interviews are tentatively set for the week of March 30, 2015 (likely held on April 1, 2015) and will be held at ABAG's office located at Metro Center, 101 Eighth St., Oakland, CA 94607. The Selection Committee will generally use the criteria itemized below to rank firms through the interview process. ABAG will negotiate with the highest ranked firm. If ABAG is unable to negotiate a satisfactory agreement with the top-ranked firm, ABAG will negotiate with the next highest ranked firm until it has reached a satisfactory contractual agreement.

ABAG reserves the right to award a contract or to reject all Proposals.

Proposal Selection Criteria:

- a. Project Cost
- b. Quality of Proposal
 - I. Consistency with the Bay Trail's objectives.
 - II. Demonstrates a full understanding of the project.
- c. Project Approach
 - I. Proposed work plan and approach, including quality control for signs fabricated.
 - II. Quality of warranty and effectiveness of the proposed manufacturing method/process in providing long term color fade protection and corrosion resistance resulting from high levels of sun (ultraviolet light), moisture, and salt exposure as well as providing resistance to graffiti.
 - III. Proven track record of the proposed manufacturing method/process in providing long term color fade protection and corrosion resistance resulting from high levels of sun (ultraviolet light), moisture, and salt exposure as well as providing resistance to graffiti.
 - IV. Ability to meet work schedule and deliver signs.

- d. Contractor Expertise and Experience
 - I. Expertise of the contractor (and any subcontractors) in the fields and technical abilities necessary to complete the task.
 - II. Proven track record and ability of contractor (and any subcontractors) to fabricate signs utilizing a screen printing and/or intaglio printing process that provide long term color fade protection and corrosion resistance resulting from high levels of sun (ultraviolet light), moisture, and salt exposure as well as providing resistance to graffiti.
 - III. Quality of recently completed sign fabrication projects, including quality of manufactured sign products and adherence to schedules, deadlines, and budgets.
 - IV. Experience of contractor (and any subcontractors) with similar projects.

VI. SELECTION TIMETABLE

March 12, 2015, 5:00 p.m. – Last day to submit questions regarding RFP to ABAG

March 13, 2015, 5:00 p.m. – Last day for ABAG to post questions and answers regarding RFP to website

March 23, 2015, 5:00 p.m. – Closing date and time for receipt of Proposals

Week of March 30, 2015 – Interviews (likely held on April 1, 2015)

Week of April 6, 2015 – ABAG selects consultant

May 21, 2015 – ABAG Executive Board authorization for contract (if necessary)

VII. POINT OF CONTACT

RFP responses and all inquiries relating to this RFP should be directed as shown below.

Attention: Lee Huo, Bay Trail Planner
Association of Bay Area Governments
Joseph P. Bort MetroCenter
101 - 8th Street
Oakland, CA 94607-4756
Telephone: (510) 464-7915
FAX: (510) 433-5515
LeeH@abag.ca.gov

Questions and answers regarding the RFP will be posted on the ABAG website <http://www.abag.ca.gov/bayarea/commerce/ace/ace.html> and emailed to members on the contact list by 5:00 p.m., March 13, 2015. To be included in the contact list for this RFP, email your request to Lee Huo, Bay Trail Planner, LeeH@abag.ca.gov.

VII. GENERAL CONDITIONS

A. Limitations

This request for proposal (RFP) does not commit ABAG to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

All "short listed" proposers may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from discussions. ABAG also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. Binding Offer

A signed proposal submitted to ABAG in response to this RFP shall constitute a binding offer from the consultant to contract with ABAG according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to ABAG.

D. Contract Arrangements

The selected contractor will be expected to execute a contract similar to ABAG's standard agreement for services, which is summarized in Appendix E, Synopsis of Contract Provisions. Particular attention should be paid to ABAG's insurance and indemnification requirements. A copy of the standard agreement may be obtained from the Project Manager. If a proposer wishes to propose a change to any provision in the standard agreement, the provision and the proposed alternative language must be specified in the proposal submitted in response to this RFP. Submission of a proposal without the requested changes shall be deemed acceptance of the standard agreement's terms and conditions.

The contract payment terms will be lump sum (firm fixed price) with full payment made upon satisfactory completion and receipt of all deliverables by ABAG and on the basis of receipt by ABAG of an acceptable invoice.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular contractor/consultant on the grounds that ABAG procedures, the provisions of the RFP 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 five (5) working days prior to the date proposals are due, for objections to RFP provisions, or in the case of an addendum issued during that five-day period, five (5) working days after such addendum; or
- 2) Within five (5) working days after the date on which contract award is authorized or the date the proposer is notified that contract award has been authorized, whichever is later, for objections to contractor/consultant selection, except that a determination by the Project

Manager not to evaluate a proposal may be protested within five (5) working days of notification.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the Executive Board (Board) of ABAG authorizes award. In the case of protests of contract award, the protesting proposer has up to five (5) calendar days after submission of a protest to review the record and supplement its protest. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the ABAG review officer to recommend a resolution to the ABAG Executive Director.

The ABAG Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular contractor/consultant by the Board 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.

Should the proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the Board, no later than three (3) working days after receipt of the written response from the Executive Director. The Board's decision will be the final decision.

F. Relief of Proposer after Proposal Opening

Unless ABAG in its sole discretion elects otherwise, a Proposer shall not be relieved of his/her Proposal nor shall any change be made in his/her Proposal because of a mistake. If a Proposer requests relief and ABAG agrees to consider such request, it will be such Proposer's responsibility to establish that:

- (a) A mistake was made;
- (b) The Proposer gave ABAG written notice of the mistake within five (5) days after the opening of Proposals, specifying in detail how the mistake occurred;
- (c) The mistake made the Proposal materially different than the Proposer intended it to be; and
- (d) The mistake was made in filling out the Proposal and was not due to error in judgment or to carelessness in reading the RFP or referenced documents.

G. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.), unless exempt by law. Proposals will remain confidential until the Board has authorized award.

H. Payment

Unless Contractor and ABAG agree on other payment arrangements after contract award, Contractor shall be paid in one lump sum payment upon completion and delivery of all work products. Contractor shall submit an invoice to ABAG identifying the services provided and the amount currently due. ABAG will pay invoices no later than thirty (30) days of their receipt. All invoices shall be made in writing and delivered or mailed to ABAG as follows:

Delivery:

Attention: Lee Huo
Association of Bay Area Governments
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4756

USPS:

Attention: Lee Huo
Association of Bay Area Governments
P. O. BOX 2050
Oakland, California 94604-2050

I. Taxes

The total proposal price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

APPENDIX A

SCOPE OF WORK

Task 1: Pre-Fabrication Meeting

An initial kickoff meeting with Bay Trail staff to finalize the details of the sign fabrication and design requirements and specifications prior to commencing any sign fabrication work.

Task 2: Sample Signs

The sign contractor shall submit a sample sign for each of the ten sign types to ABAG and obtain ABAG approval for each of the sign samples prior to commencing full scale fabrication of the Bay Trail wayfinding signs.

Task 3: Sign Fabrication

Within 45 days of execution of the contract between ABAG and the sign contractor, fabricate and deliver, to ABAG, the ten types of Bay Trail wayfinding signs in the quantities specified under Appendix B (Bid Proposal). All signs shall be manufactured to provide maximum color fade protection, corrosion resistance, and graffiti resistance. ABAG shall provide all sign graphics and specifications, and all signs shall conform to the graphics and specifications provided by ABAG.

The three Bay Trail Logo sign types identified under Appendix B shall be fabricated utilizing either a screen printing process or an intaglio printing process according to the following specifications:

Aluminum plate with a minimum thickness of 0.08 inch, three paint colors (Green = c 100, m 35, y 80, k 42; Blue = c 49, m 17, y 0, k 0; and Yellow = c 0, m 28, y 73, k 0), and a UV protective/anti-graffiti clear coat. Aluminum plate shall be in the dimensions specified for each sign type in Appendix B and will have square corners with no holes drilled in plate. Back of sign will be painted white or another color approved by ABAG. All paints utilized shall be automotive paints. The graphics will conform to the Bay Trail Logo graphic provided by ABAG (Attachment 1).

The seven Bay Trail Arrow sign types identified under Appendix B shall be fabricated utilizing either a screen printing process or intaglio printing process according to the following specifications:

Aluminum plate with a minimum thickness of 0.08 inch, two paint colors (Green = c 100, m 35, y 80, k 42 and Yellow = c 0, m 28, y 73, k 0), and a UV protective/anti-graffiti clear coat. Aluminum plate shall be circular with the dimensions specified for each sign type in Appendix B and will have no holes drilled in plate. Back of sign will be painted white or another color approved by ABAG. All paints utilized shall be automotive paints. The graphics will conform to the Arrow graphics provided by ABAG (Attachment 2).

Project Schedule

Within one week of execution of the contract with ABAG: Project kick-off meeting

Within three weeks of execution of the contract with ABAG: Provide samples of each of the ten sign types to ABAG, and obtain ABAG approval of the samples prior to going into full production.

Within 45 days of execution of the contract with ABAG: Fabricate and deliver, to ABAG, all signs specified under this RFP.

APPENDIX B
BID PROPOSAL

Sign Type	Number of Units	Unit Cost	Total Cost
18"x18" Bay Trail Logo	200	\$ _____	\$ _____
12"x12" Bay Trail Logo	500	\$ _____	\$ _____
3"x3" Bay Trail Logo	200	\$ _____	\$ _____
5" Single Arrow	300	\$ _____	\$ _____
6" Straight Dual Arrows	40	\$ _____	\$ _____
6" Right-Angle Dual Arrows	80	\$ _____	\$ _____
7" Tri-Directional Arrows	5	\$ _____	\$ _____
3" Single Arrow	200	\$ _____	\$ _____
3" Straight Dual Arrows	30	\$ _____	\$ _____
3" Right-Angle Dual Arrows	60	\$ _____	\$ _____
Total Project Cost:			\$ _____

Proposer's Qualifications

<u>Proposer certifies firm, contractor, and subcontractor has:</u>	YES	NO
1. been regularly engaged in the business of sign fabrication for at least ten years	_____	_____
2. knowledge and experience in fabricating wayfinding signage utilizing either a screen printing process or intaglio printing process that provides long term color fade protection, corrosion resistance, and graffiti resistance, in environments that involve high levels of exposure to the sun (ultraviolet light), moisture, and salt.	_____	_____

Proposers may be required to verify these qualifications prior to the award of contract.

Name of Proposing Company: _____

Address: _____

Representative Name and Title:

Telephone No. _____ Fax No. _____

Email Address _____

Authorized Signature: _____

Date: _____

APPENDIX C

PROPOSAL REFERENCE FORM

Name of Proposing Company _____
Representative Name and Title _____
Phone Number _____

Reference list shall include names and telephone numbers of contracts completed. Proposers shall list a minimum of three (3) separate contracts for similar services that have occurred within the last five years where Proposer successfully provided such services.

1. Client's Name _____
Contact Person/Phone _____
Address _____
City and Zip Code _____
Project Description _____

Cost Estimate of Project \$ _____ Actual Cost of Project \$ _____
Original Estimate of Time to Complete _____ Actual Time to Complete _____
Explanation of differential between estimated cost and actual cost, or estimated time and actual time, if any _____

2. Client's Name _____
Contact Person/Phone _____
Address _____
City and Zip Code _____
Project Description _____

Cost Estimate of Project \$ _____ Actual Cost of Project \$ _____
Original Estimate of Time to Complete _____ Actual Time to Complete _____
Explanation of differential between estimated cost and actual cost, or estimated time and actual time, if any _____

3. Client's Name _____
Contact Person/Phone _____
Address _____
City and Zip Code _____
Project Description _____

Cost Estimate of Project \$ _____ Actual Cost of Project \$ _____
Original Estimate of Time to Complete _____ Actual Time to Complete _____
Explanation of differential between estimated cost and actual cost, or estimated time and
actual time, if any _____

4. Client's Name _____
Contact Person/Phone _____
Address _____
City and Zip Code _____
Project Description _____

Cost Estimate of Project \$ _____ Actual Cost of Project \$ _____
Original Estimate of Time to Complete _____ Actual Time to Complete _____
Explanation of differential between estimated cost and actual cost, or estimated time and
actual time, if any _____

APPENDIX D-1

PERSONNEL FORM

List personnel Proposer will assign to the Project, Proposer must provide the following information and attach a resume:

PERSONNEL

1. Name & Title _____
Work to be Performed _____
Billing Rate/Cost _____

2. Name & Title _____
Work to be Performed _____
Billing Rate/Cost _____

3. Name & Title _____
Work to be Performed _____
Billing Rate/Cost _____

4. Name & Title _____
Work to be Performed _____
Billing Rate/Cost _____

5. Name & Title _____
Work to be Performed _____
Billing Rate/Cost _____

6. Name & Title _____
Work to be Performed _____
Billing Rate/Cost _____

7. Name & Title _____
Work to be Performed _____
Billing Rate/Cost _____

APPENDIX D-2
SUBCONTRACTOR FORM

For each subcontractor Proposer expects to use on the Project, Proposer must provide the following information:

1. Name of Subcontractor _____
Representative Name & Title _____
Phone No. _____ Work to be Performed _____

References _____

2. Name of Subcontractor _____
Representative Name & Title _____
Phone No. _____ Work to be Performed _____

References _____

3. Name of Subcontractor _____
Representative Name & Title _____
Phone No. _____ Work to be Performed _____

References _____

4. Name of Subcontractor _____
Representative Name & Title _____
Phone No. _____ Work to be Performed _____

References _____

5. Name of Subcontractor _____
Representative Name & Title _____
Phone No. _____ Work to be Performed _____

References _____

APPENDIX E

SYNOPSIS OF CONTRACT PROVISIONS

1. Amendment. This agreement may be amended at any time, but only by a writing signed by both parties.
 2. Arbitration. Any dispute between Contractor and ABAG regarding the interpretation, effects, alleged breach or powers and duties arising out of this agreement will be submitted to binding arbitration.
 3. Assignment. This agreement shall not be assigned, transferred, hypothecated, or pledged by Contractor without prior written consent of ABAG.
 4. Binding on Successors, Etc. This agreement shall be binding upon the successors, assigns, or transferees of ABAG or Consultant as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this agreement other than as provided above.
 5. Conflict of Interest. No employee, officer, or agent of ABAG shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - a) The employee, officer or agent;
 - b) Any member of his or her immediate family;
 - c) His or her partner; or
 - d) An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award.
- ABAG's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.
6. Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.
 7. Entire Agreement. This agreement is entire as to all of the performances to be rendered under it. This agreement supersedes any and all other contracts either oral or in writing between ABAG and Contractor with respect to the subject matter hereof and contains all of the covenants and contracts between the parties with respect to such matter. Each party to this agreement acknowledges that no representations, inducements, promises or contracts, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract, statement, or promise not contained in this agreement shall be valid or binding.
 8. Extensions of Time. The granting of or acceptance of extensions of time to complete performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of this agreement.
 9. Headings. The descriptive headings used in this agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

10. Indemnification. Contractor shall hold harmless, defend at its own expense and indemnify the State Coastal Conservancy, ABAG and their respective members, officers and employees (Indemnitees) against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses resulting from an intentional act or the gross negligence of an Indemnitee.
11. Independent Contractor. Contractor renders its services under this agreement as an independent contractor. None of the Contractor's agents, employees or subcontractors shall be agents or employees of ABAG.
12. Insurance Requirements. Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
 - (a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - (ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - (iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - (iv) Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
 - (b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - (i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - (iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (iv) Errors and Omissions Liability: \$1,000,000 per claim/aggregate.
 - (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Contractor shall satisfy any such deductibles or self-insured retentions.
 - (d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) ABAG, the State of California and their respective officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

- (ii) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects ABAG, the State of California and their respective officers, officials, employees and volunteers.
- (iii) Any insurance or self-insurance maintained by ABAG, the State of California and their respective officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iv) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Contractor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or Contractor.
- (v) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.

(f) Verification of Coverage. Contractor shall furnish ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

13. Nondiscrimination. During the performance of this agreement, Contractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code Section 12940). Consultant shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code Sections 12945.1 and 12945.2). Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination, harassment or unlawful acts.

Consistent with Government Code Section 11135, Contractor shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, color or disability, is unlawfully subjected to discrimination under, the work funded under this agreement.

Pursuant to Government Code Section 12990, Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990, et seq.) and the applicable regulations (California Code of Regulations Title 2, Sections 7285.0 et seq.). The regulations of the Fair Employment Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

14. Prohibited Interest. Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

15. Records/Audit. Contractor shall keep complete and accurate books and records of all financial aspects of its relationship with ABAG in accordance with generally-accepted accounting principles. Contractor shall permit authorized representatives of ABAG and/or any of ABAG's governmental grantors to inspect, copy, and audit all data and records of Consultant relating to its performance of services under this agreement. Contractor shall maintain all such data and records intact for a period of not less than three (3) years after the date that services are completed hereunder or this agreement is otherwise terminated.
16. Remedies Cumulative. The remedies conferred by this agreement upon ABAG are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.
17. Severability. Should any part of this agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect; provided that, the remainder of this agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
18. Termination.
 - a) Termination for Cause. If, through any cause, Contractor shall fail to fulfill in timely and proper manner its obligations under this agreement, or if Contractor shall violate any of the covenants, conditions, contracts, or stipulations of this agreement, ABAG shall thereupon have the right to terminate this agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. The notice of termination shall be given at least five (5) days before its effective date. In the event of termination, all unfinished or finished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and other material prepared by Contractor under this agreement shall, at the option of ABAG, become its property excepting documents containing confidential or proprietary information of Contractor, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and this agreement to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to ABAG for damages sustained by ABAG by virtue of any breach of this agreement by Contractor, including but not limited to, the expense of completing the work by whatever means ABAG deems expedient, and ABAG may withhold any payment to Contractor for the purpose of set-off until such time as the exact amount of damages due ABAG from Contractor is determined.
 - b) Termination for Convenience. ABAG may terminate this agreement at any time by giving written notice of termination to Contractor which shall specify the effective date thereof. Notice of termination under this subparagraph shall be given at least fifteen (15) days before the effective date of such termination. In the event of termination under this subparagraph (b), all finished or unfinished documents and other materials described in subparagraph (a) above shall at the option of ABAG become its property excepting documents containing confidential or proprietary information of Contractor. If the agreement is terminated by ABAG as provided in this subparagraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as services actually performed bear to the total services of Contractor covered by this agreement, less payments of compensation previously made; provided that, if this agreement is terminated due to the fault of Contractor, only the subparagraph relative to termination for cause shall apply.

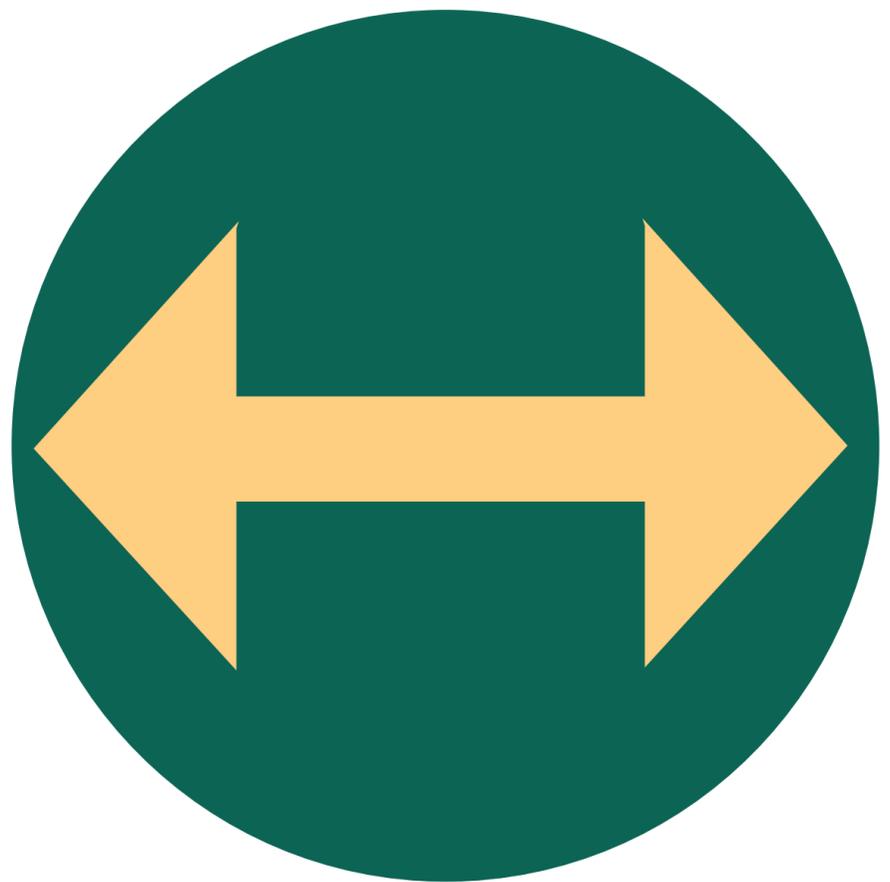
- c) Force Majeure. The performance of work under this agreement may be terminated by ABAG, in its discretion, upon application therefor by Contractor for unforeseen causes beyond the control and without the fault or negligence of Contractor, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrecoverably disrupt or render impossible Contractor's performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of Contractor to foresee or make preparation in defense against.
19. Time of the Essence. Time is of the essence in this agreement.
20. Waiver. The waiver by ABAG of a breach by Contractor of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or a different provision of this agreement.

ATTACHMENT 1

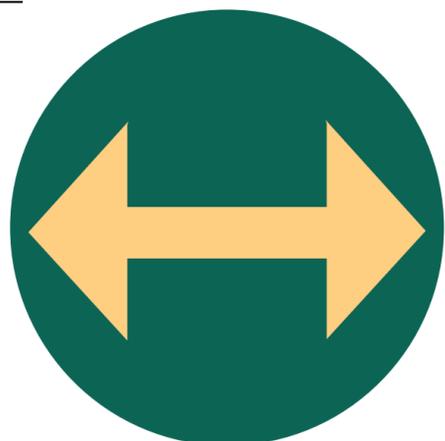


ATTACHMENT 2

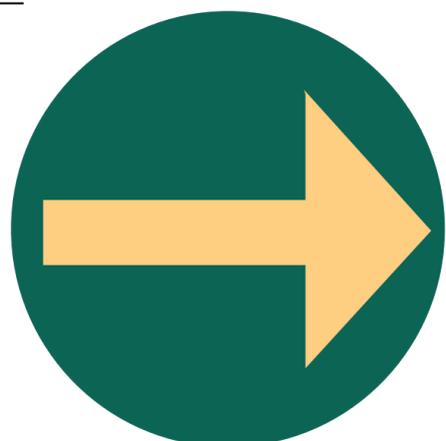
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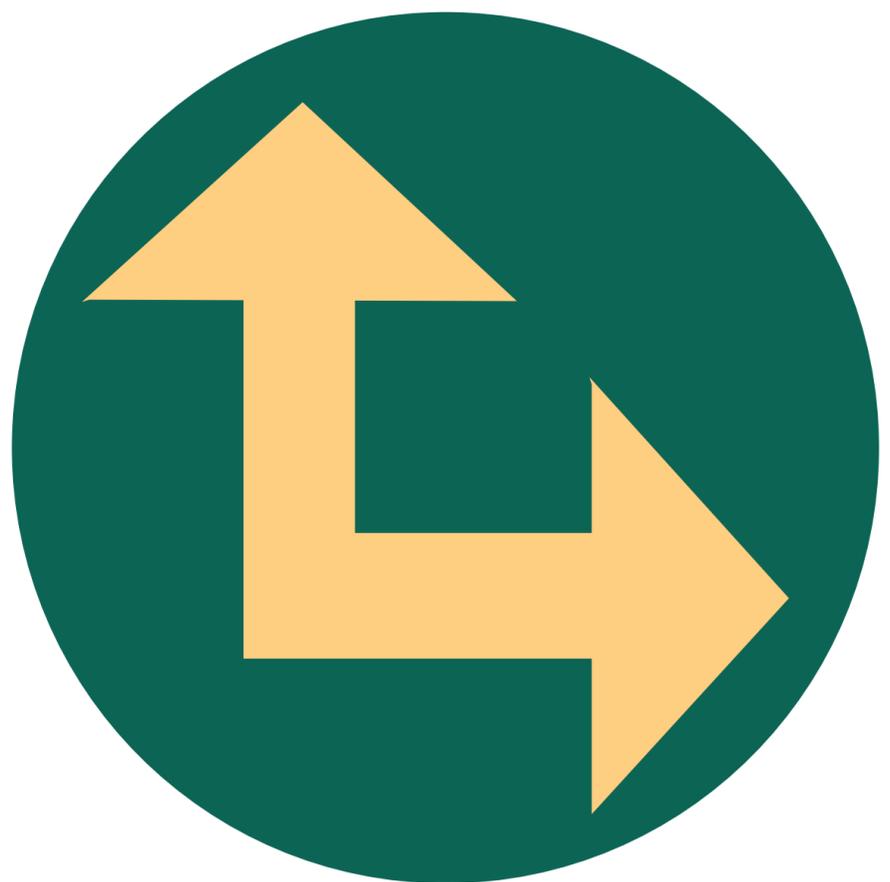
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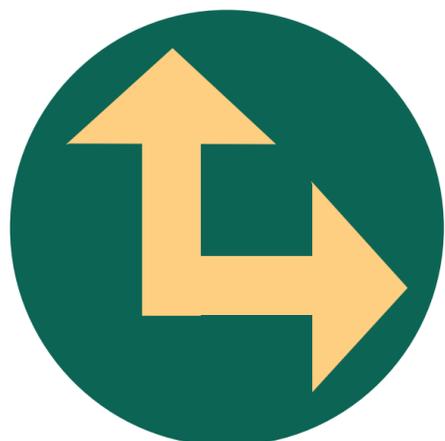
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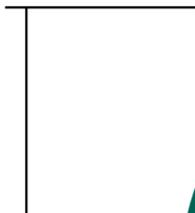
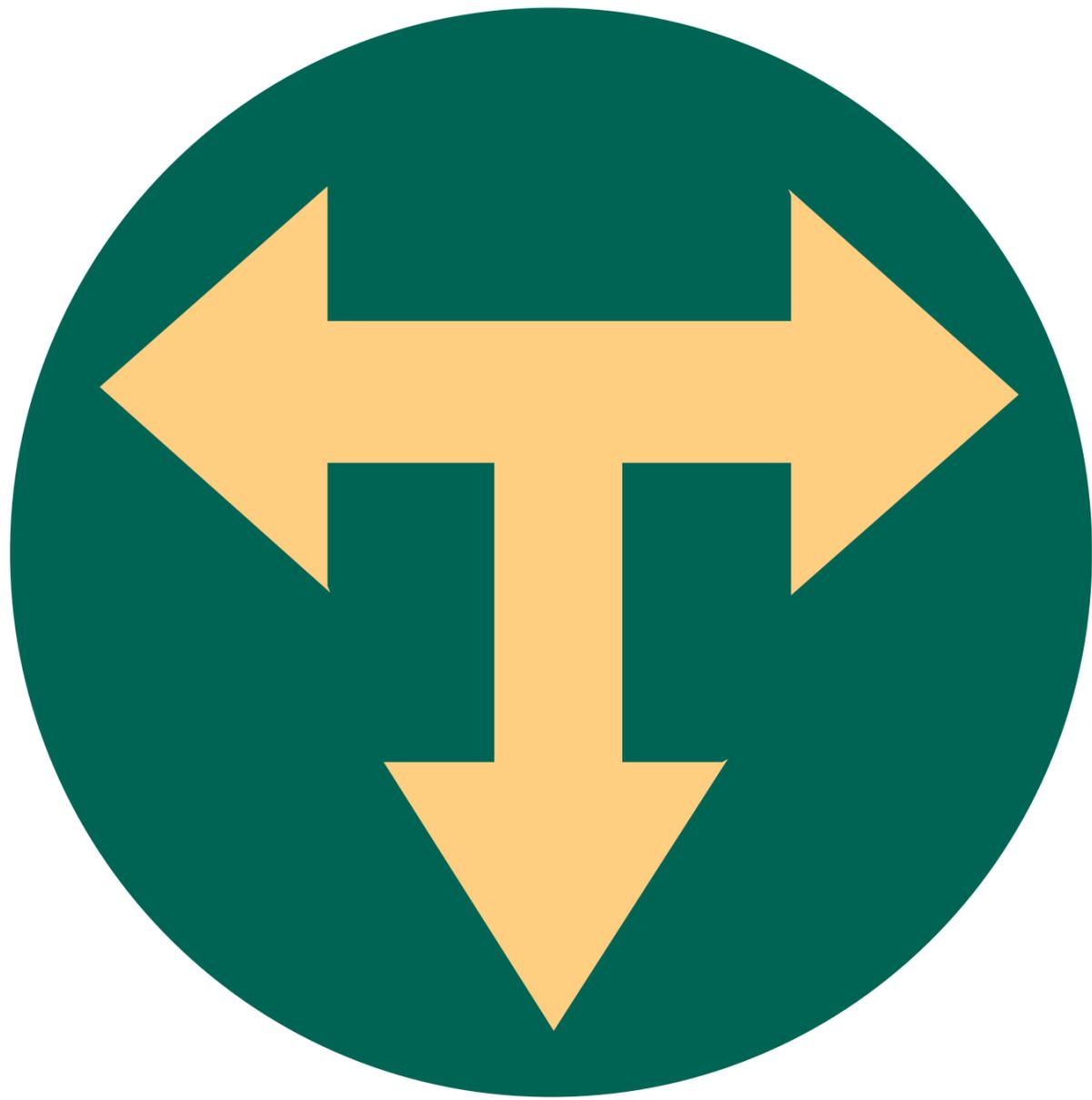
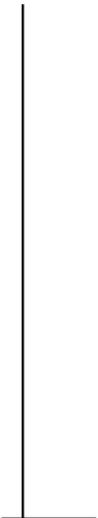
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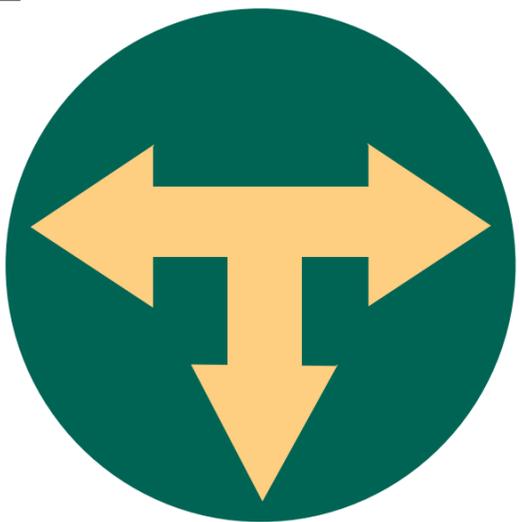
SCALE: 1" = 1"



7" DIA.



3" DIA.



SCALE: 1" = 1"