



Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105

Meeting Agenda

Bay Area Toll Authority Oversight Committee

Committee Members:

Amy R. Worth, Chair Warren Slocum, Vice Chair

*Jeannie Bruins, Carol Dutra-Vernaci, Federal D. Glover,
Nick Josefowitz, Jane Kim, Alfredo Pedroza, Libby Schaaf
Non-Voting Member: Tony Tavares*

Wednesday, December 12, 2018

9:30 AM

Board Room - 1st Floor

This meeting is scheduled to be webcast live on the Metropolitan Transportation Commission's Website: <http://mtc.ca.gov/whats-happening/meetings> and will take place at 9:30 a.m.

1. Roll Call / Confirm Quorum

Quorum: A quorum of this committee shall be a majority of its regular non-ex-officio voting members (5).

2. Pledge of Allegiance

3. Compensation Announcement (Committee Clerk)

4. Consent Calendar

- 4a. [18-1036](#) Minutes of the November 14, 2018 meeting

Action: Committee Approval

Attachments: [4a 11-14-2018_BATA_O_Draft_Minutes_v1.pdf](#)

- 4b. [18-1037](#) BATA Financial Statements for October 2018

Action: Information

Presenter: Raymond Woo

Attachments: [4b_Financial_Statements_October2018_Report.pdf](#)

- 4c. [18-1039](#) FasTrak® Toll Tags - Toll Tag Vendor Bench:
i. Purchase Order - Internal FasTrak® Toll Tags: Kapsch Traffic Com USA Inc. (\$12,740,000); and
ii. Purchase Order - External FasTrak® Toll Tags: Neology, Inc. (\$171,000)

Action: Committee Approval
Presenter: Mey Phu / Beth Zelinski
Attachments: [4c_Vendor_Bench_Kapsch_and_Neology.pdf](#)
- 4d. [18-1092](#) Consultant Panel - On-Call Construction Management and Design Services: AECOM Technical Services, Inc., Arup North America, Ltd., BKF Engineers, Ghirardelli Associates, Inc., HDR Engineering, Inc., HNTB Corporation, Hill International, Inc., Jacobs Project Management Co., Kimley-Horn and Associates, Inc., S & C Engineers, Inc., T. Y. Lin International, WMH Corporation, Inc., WSP USA Inc, and Zoon Engineering, Inc.

Action: Committee Approval
Presenter: Michelle Go
Attachments: [4d_Consultant_Panel_On-Call_CM_and_DS.pdf](#)

5. Authority Approval

- 5a. [18-0960](#) BATA Resolution No. 128 - Toll Schedule for the State-Owned Toll Bridges in the Bay Area and BATA Resolution No. 129 - Escrow Arrangements for Toll Bridge Revenues.
- A request for the Committee to refer to the Authority for approval BATA Resolution No. 128, which establishes an increase to the toll rates for the state-owned toll bridges in the San Francisco Bay Area as authorized by Senate Bill 595 and placed on the ballot as Regional Measure 3; and BATA Resolution No. 129, approving escrow arrangements for collection of toll increases.
- Action:** Authority Approval
Presenter: Jeff Gerbracht
Attachments: [5a_RM3_Toll_Increase_BATA_Reso_Nos-128_&_129.pdf](#)

- 5b.** [18-1052](#) Schedule for Implementing All-Electric Tolling / Open Road Tolling on State-Owned Bridges

A request for the Committee to approve a schedule for implementing an all-electric tolling system and open road tolling on state-owned bridges.

Action: Committee Approval

Presenter: Jeff Gerbracht / Andrew Fremier

Attachments: [5b_AET_Implementation_Schedule.pdf](#)

6. Information

7. Public Comment / Other Business

8. Adjournment / Next Meeting

The next meeting of the Bay Area Toll Authority Oversight Committee will be held on January 9, 2019 at 9:30 a.m. at the Bay Area Metro Center, 375 Beale Street, San Francisco, CA 94105.

Public Comment: The public is encouraged to comment on agenda items at Committee meetings by completing a request-to-speak card (available from staff) and passing it to the Committee secretary. Public comment may be limited by any of the procedures set forth in Section 3.09 of MTC's Procedures Manual (Resolution No. 1058, Revised) if, in the chair's judgment, it is necessary to maintain the orderly flow of business.

Meeting Conduct: If this meeting is willfully interrupted or disrupted by one or more persons rendering orderly conduct of the meeting unfeasible, the Chair may order the removal of individuals who are willfully disrupting the meeting. Such individuals may be arrested. If order cannot be restored by such removal, the members of the Committee may direct that the meeting room be cleared (except for representatives of the press or other news media not participating in the disturbance), and the session may continue.

Record of Meeting: Committee meetings are recorded. Copies of recordings are available at a nominal charge, or recordings may be listened to at MTC offices by appointment. Audiocasts are maintained on MTC's Web site (mtc.ca.gov) for public review for at least one year.

Accessibility and Title VI: MTC provides services/accommodations upon request to persons with disabilities and individuals who are limited-English proficient who wish to address Commission matters. For accommodations or translations assistance, please call 415.778.6757 or 415.778.6769 for TDD/TTY. We require three working days' notice to accommodate your request.

可及性和法令第六章: MTC 根據要求向希望來委員會討論有關事宜的殘疾人士及英語有限者提供服務/方便。需要便利設施或翻譯協助者，請致電 415.778.6757 或 415.778.6769 TDD / TTY。我們要求您在三個工作日前告知，以滿足您的要求。

Acceso y el Titulo VI: La MTC puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Comisión. Para solicitar asistencia, por favor llame al número 415.778.6757 o al 415.778.6769 para TDD/TTY. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Attachments are sent to Committee members, key staff and others as appropriate. Copies will be available at the meeting.

All items on the agenda are subject to action and/or change by the Committee. Actions recommended by staff are subject to change by the Committee.

MTC's Chair and Vice-Chair are ex-officio voting members of all standing Committees.



Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #: 18-1036 **Version:** 1 **Name:**

Type: Minutes **Status:** Consent

File created: 11/9/2018 **In control:** Bay Area Toll Authority Oversight Committee

On agenda: 12/12/2018 **Final action:**

Title: Minutes of the November 14, 2018 meeting

Sponsors:

Indexes:

Code sections:

Attachments: [4a_11-14-2018_BATA_O_Draft_Minutes_v1.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:
Minutes of the November 14, 2018 meeting

Recommended Action:
Committee Approval



Metropolitan Transportation Commission Meeting Minutes

Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105

Bay Area Toll Authority Oversight Committee

Committee Members:

Amy R. Worth, Chair Warren Slocum, Vice Chair

*Jeannie Bruins, Carol Dutra-Vernaci, Federal D. Glover,
Nick Josefowitz, Jane Kim, Alfredo Pedroza, Libby Schaaf
Non-Voting Member: Tony Tavares*

Wednesday, November 14, 2018

9:30 AM

Board Room - 1st Floor

Call Meeting to Order

1. Roll Call / Confirm Quorum

Present: 6 - Commissioner Bruins, Commissioner Dutra-Vernaci, Commissioner Glover,
Commissioner Josefowitz, Commissioner Kim, and Commissioner Pedroza

Absent: 3 - Commissioner Schaaf, Commissioner Slocum, and Commissioner Worth

Non-Voting Member Present: Commissioner Tavares

Ex Officio Voting Member Present: Commission Chair Mackenzie, and Commission Vice Chair
Haggerty

Ad Hoc Non-Voting Members Present: Commissioner Aguirre, Commissioner Halsted, Commissioner
Pierce, and Commissioner Spering

2. Pledge of Allegiance

3. Compensation Announcement (Committee Secretary)

4. Consent Calendar

Approval of the Consent Calendar

**Upon the motion by Commissioner Dutra-Vernaci and the second by
Commissioner Glover, the Consent Calendar was unanimously approved by the
following vote:**

Aye: 5 - Commissioner Bruins, Commissioner Dutra-Vernaci, Commissioner Glover,
Commissioner Josefowitz and Commissioner Pedroza

Absent: 4 - Commissioner Kim, Commissioner Schaaf, Commissioner Slocum and
Commissioner Worth

- 4a. [18-0870](#) Minutes of the October 10, 2018 meeting

Action: Committee Approval

- 4b. [18-0871](#) BATA Financial Statements for September 2018

Action: Information

Presenter: Raymond Woo

- 4c. [18-0943](#) Contract Amendment - Richmond-San Rafael Bridge Access Improvement Project - Utility Relocation: East Bay Municipal Utility District (\$300,800)

Action: Committee Approval

Presenter: Chris Lillie

5. Approval

- 5a. [18-0395](#) Contract Change Order - FasTrak® Regional Customer Service Center: 2.5 Year Contract Extension: Conduent State and Local Solutions, Inc. (\$67,800,000)

A request for approval of a contract change order with Conduent State and Local Solutions, Inc. to exercise an option to extend the contract to operate the FasTrak® Regional Customer Service Center for two and a half years. This will provide staff enough time to conduct the next competitive procurement for the FasTrak® program.

Action: Committee Approval

Presenter: Andrew Fremier

Upon the motion by Commissioner Glover and the second by Commissioner Josefowitz, the contract change order with Conduent State and Local Solutions, Inc. was unanimously approved. The motion carried by the following vote:

Aye: 5 - Commissioner Bruins, Commissioner Dutra-Vernaci, Commissioner Glover, Commissioner Josefowitz and Commissioner Pedroza

Absent: 4 - Commissioner Kim, Commissioner Schaaf, Commissioner Slocum and Commissioner Worth

- 5b. [18-0894](#) Contract Amendment - On-Call Consultant Services - Technical Assistance for FasTrak® Customer Service Center Procurement: HNTB Corporation (\$855,000)

A request for approval of a contract amendment with HNTB Corporation to provide support for procurement of the next FasTrak® Customer Service Center and as-needed technical assistance for the current operation.

Action: Committee Approval

Presenter: Andrew Fremier

Upon the motion by Commissioner Glover and the second by Commissioner Josefowitz, the contract amendment with HNTB Corporation was unanimously approved. The motion carried by the following vote:

Aye: 5 - Commissioner Bruins, Commissioner Dutra-Vernaci, Commissioner Glover, Commissioner Josefowitz and Commissioner Pedroza

Absent: 4 - Commissioner Kim, Commissioner Schaaf, Commissioner Slocum and Commissioner Worth

6. Information

- 6a. [18-0776](#) Options for Implementing All-Electronic Tolling on State-Owned Bridges

A report on the findings of research and analysis on whether BATA should remove manual toll collection from any or all of the seven state-owned bridges.

Action: Information

Presenter: Andrew Fremier

Commissioner Kim arrived during the discussion for agenda item 6a.

7. Public Comment / Other Business

Ken Bukowski was called to speak.

8. Adjournment / Next Meeting

The next meeting of the Bay Area Toll Authority Oversight Committee will be held on December 12, 2018 at 9:30 a.m. at the Bay Area Metro Center, 375 Beale Street, San Francisco, CA 94105.



Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #: 18-1037 **Version:** 1 **Name:**

Type: Report **Status:** Consent

File created: 11/9/2018 **In control:** Bay Area Toll Authority Oversight Committee

On agenda: 12/12/2018 **Final action:**

Title: BATA Financial Statements for October 2018

Sponsors:

Indexes:

Code sections:

Attachments: [4b_Financial_Statements_October2018_Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:
BATA Financial Statements for October 2018

Presenter:
Raymond Woo

Recommended Action:
Information



BAY AREA TOLL AUTHORITY
 Bay Area Metro Center
 375 Beale Street
 San Francisco, CA 94105
 TEL 415.778.6700
 WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee

DATE: December 5, 2018

FR: Deputy Executive Director, Operations

W. I. 1254

RE: BATA Financial Statements for October 2018

Attached are the BATA financial statements for the four month period ending October 2018. Major financial highlights include:

- (1) **Revenues:** Toll bridge revenue of \$251 million is slightly ahead of budget. Total interest revenue earned of \$17.5 million is 70% of the budget. The strong interest earning is a result of higher market interest rates. Year-to-date (YTD) violation revenue of \$8.2 million is slightly below the budget.

In October, BATA received the final \$1 million payment for the Proposition 192 Bond fund for the Toll Bridge Seismic Retrofit Project. Back in September, Caltrans transferred \$8 million to BATA for the bolt replacement project on Pier E2 of the San Francisco-Oakland Bay Bridge East Span

YTD subsidy payments from the U.S. Government to offset the interest expense of the Build America Bonds stays at \$17.9 million and the next subsidy payment is expected in early 2019.

- (2) **Expense:** Total operating expense of \$162.8 million is 19% of the approved budget. Meanwhile, total encumbrance balance of \$87 million is 12% of the remaining budget balance. At this stage of the fiscal year, there is a considerable number of operating contracts encumbered but not yet spent. In addition, the major debt service payments will not be made until the later part of the fiscal year. Therefore, actual expenses are below the budget at this time of the fiscal year.

In October, total reimbursement of \$3.2 million was issued by BATA to the nine counties in the Bay Area for the Regional Measure 3 voting in June.

- (3) **Transfers to MTC and ABAG:** The budgeted annual 1% administration fee for MTC and operating contribution to the ABAG Estuary Partnership were transferred at the beginning of the fiscal year. The balance of the transfers are generally made on a drawdown basis.

If you have any questions about this report, please contact Brian Mayhew at (415) 778-6730.

Andrew B. Fremier

BATA Operating Budget

As of October 2018

	FY 2018-19	Actual	Current Budget	% of Budget	year		YTD Total
	Budget	YTD	Balance Over/(Under)	(col 2/1)	Expired	Encumbrances	(Enc + YTD)
REVENUE:							
1 RM 1 Toll Revenues	603,709,547	206,434,983	(397,274,564)	34.2%	33.3%	-	206,434,983
2 RM 2 Toll Revenues	130,989,803	44,650,280	(86,339,523)	34.1%	33.3%	-	44,650,280
3 Toll Violation Revenues	25,000,000	8,212,192	(16,787,808)	32.8%	33.3%	-	8,212,192
4 Other Revenue	-	211,707	211,707	N/A	33.3%	-	211,707
5 Interest Income	25,000,000	17,479,099	(7,520,901)	69.9%	33.3%	-	17,479,099
6 BAIFA Reimbursement	670,000	205,771	(464,229)	30.7%	33.3%	-	205,771
7 GGB&HTD Fastrak Reimbursement	6,900,000	1,375,178	(5,524,822)	19.9%	33.3%	-	1,375,178
8 SFO Fastrak Reimbursement	463,000	88,170	(374,830)	19.0%	33.3%	-	88,170
9 Alameda CMA Reimbursement	1,700,000	504,061	(1,195,939)	29.7%	33.3%	-	504,061
10 VTA 237 Express Lane Reimb.	135,000	42,883	(92,117)	31.8%	33.3%	-	42,883
11 Rebate for Build America Bonds	71,508,476	17,877,119	(53,631,357)	25.0%	33.3%	-	17,877,119
12 Caltrans Reimbursement	-	9,000,000	9,000,000	N/A	33.3%	-	9,000,000
Total Revenue	866,075,826	306,081,443	(568,994,383)	35.3%	33.3%	-	297,081,443
EXPENSE:							
Caltrans Operations and Maintenance:							
1 Toll Collection & Operations Services	23,600,000	7,867,796	(15,732,204)	33.3%	33.3%	-	7,867,796
2 Toll & Bridge Facility Maint	5,700,000	2,165,962	(3,534,038)	38.0%	33.3%	-	2,165,962
Caltrans O & M Subtotal	29,300,000	10,033,758	(19,266,242)	34.2%	33.3%	-	10,033,758
Fastrak Operations and Maintenance:							
3 RCSC Operations	25,500,000	4,217,740	(21,282,260)	16.5%	33.3%	19,920,160	24,137,900
4 ATCAS Maintenance, IT equip	5,575,000	343,330	(5,231,670)	6.2%	33.3%	2,978,582	3,321,912
5 Banking Costs	13,900,000	2,615,643	(11,284,357)	18.8%	33.3%	14,793,999	17,409,642
6 Collection Exp./DMV Exp.	4,000,000	903,144	(3,096,856)	22.6%	33.3%	1,426,330	2,329,474
BATA O & M Subtotal	48,975,000	8,079,857	(40,895,143)	16.5%	33.3%	39,119,071	47,198,928
BATA Toll Bridge Administration:							
7 Staff Costs - Salaries,Benefits & Temps	10,592,473	3,134,472	(7,458,001)	29.6%	33.3%	-	3,134,472
8 Travel, Printing, Memberships & Other	587,480	57,990	(529,490)	9.9%	33.3%	10,535	68,525
9 Audit/Accounting	2,750,000	305,437	(2,444,563)	11.1%	33.3%	490,862	796,299
10 Misc. Toll Admin Operating Expenses	1,150,000	9,620	(1,140,380)	0.8%	33.3%	-	9,620
11 Professional Fees	3,095,000	181,143	(2,913,857)	5.9%	33.3%	1,042,787	1,223,930
12 RM3 Related Expense	-	3,217,452	3,217,452	N/A	33.3%	-	3,217,452
13 Other	750,000	3,661	(746,339)	0.5%	33.3%	111,339	115,000
Toll Bridge Admin Subtotal	18,924,953	6,909,775	(12,015,178)	36.5%	33.3%	1,655,523	8,565,298
Other/Transfers:							
14 Transfers to MTC 1% Admin	7,846,994	7,846,994	-	100.0%	33.3%	-	7,846,994
15 Transfers to MTC - Other	608,300	167,426	(440,874)	27.5%	33.3%	-	167,426
16 Transfer from Legal Reserve	3,400,000	39,093	(3,360,907)	1.1%	33.3%	1,346,647	1,385,740
17 Transbay Transit Terminal Maint	5,026,046	3,293,473	(1,732,573)	65.5%	33.3%	1,732,573	5,026,046
18 Beale St Assessment	2,200,000	477,998	(1,722,002)	21.7%	33.3%	1,433,995	1,911,993
19 Depreciation and Amortization	6,110,000	2,132,803	(3,977,197)	34.9%	33.3%	-	2,132,803
20 RM2/Clipper Marketing	4,500,000	400,368	(4,099,632)	8.9%	33.3%	1,368,152	1,768,520
21 RM2 Operating	49,776,125	10,084,378	(39,691,747)	20.3%	33.3%	36,827,516	46,911,894
22 ABAG SFEP	999,969	999,969	-	100.0%	33.3%	-	999,969
Transfers	80,467,434	25,442,502	(55,024,932)	31.6%	33.3%	42,708,883	68,151,385
Debt Service:							
23 Interest and principal payments	557,086,153	111,641,859	(445,444,294)	20.0%	33.3%	-	111,641,859
24 Financing Costs	14,020,400	762,319	(13,258,081)	5.4%	33.3%	3,053,906	3,816,225
Total Debt Service	571,106,553	112,404,178	(458,702,375)	19.7%	33.3%	3,053,906	115,458,084
Transfer to Capital Fund In (Out):							
25 Transfer to Capital Fund	(117,251,886)	-	(117,251,886)	0.0%	33.3%	-	-
26 Furniture/Equip./Vehicle	(50,000)	-	(50,000)	0.0%	33.3%	-	-
Total Capital Reserve In (Out)	(117,301,886)	-	(117,301,886)	0.0%	33.3%	-	-
Total Expense & Transfers	866,075,826	162,870,070	(703,205,756)	18.8%	33.3%	86,537,383	249,407,453
Net	-	143,211,373					47,673,990

CONTRACTS EXECUTED BY EXECUTIVE DIRECTOR
\$2,500-200,000

		October'18
John W. Fisher	<i>Transbay Terminal Review Service</i>	\$30,000

PURCHASE ORDERS EXECUTED BY EXECUTIVE DIRECTOR
\$2,500-\$200,000

October'18

Michael Anthony Short		\$2,500
	<i>Photography Service</i>	
Bank of America		\$3,250
	<i>Transbay Terminal Review Miscellaneous Supply</i>	
Great Escapes		\$25,000
	<i>Transbay Terminal Review Traveling Expense</i>	
County of Napa		\$23,980
	<i>RM3 Voting Related Expense</i>	
County of Marin		\$116,778
	<i>RM3 Voting Related Expense</i>	
San Francisco County		\$134,866
	<i>RM3 Voting Related Expense</i>	
County of Solano		\$165,249
	<i>RM3 Voting Related Expense</i>	
County of Sonoma		\$186,523
	<i>RM3 Voting Related Expense</i>	

**Regional Measure 2 Operating Budget
As of October 2018 (\$000)**

						Balance
	Project Title	Total Budget	Allocation	Actual	Encumbrance	Remaining
1	Richmond Bridge Express Bus	2,474	2,474	-	2,474	-
2	Napa Vine Service	426	426	-	426	-
3	Express Bus North - serving SFOBB, Dumbarton, San Mateo bridges	3,750	2,650	216	2,434	1,100
4	Express Bus South - serving Carquinez and Benicia Bridges	7,074	7,024	2,148	4,876	50
5	Dumbarton Bus	2,967	2,817	939	1,878	150
6	WETA Ferry Operations	16,500	16,500	4,599	11,901	-
7	Owl Service - BART Corridor	2,004	1,521	445	1,076	483
8	MUNI Metro 3rd St	2,500	2,500	-	2,500	-
9	AC Enhanced Bus Service	3,000	3,000	1,000	2,000	-
11	Water Emergency Transportation Authority Regional Planning	3,000	3,000	738	2,262	-
12	Clipper Operations	2,000	2,000	-	2,000	-
13	Transbay Transit Center	3,000	3,000	-	3,000	-
	Subtotal for Operating Assistance Program	48,695	46,912	10,085	36,827	1,783
N/A	Clipper Marketing	2,600	-	380	13	2,207
N/A	511 Real Time Transit	100	-	-	-	100
N/A	Seamless Transit Map	710	-	-	710	-
N/A	Regional Resource Center	165	-	20	145	-
N/A	AC Transit Services	500	-	-	500	-
N/A	New or Expanded Transit Service	385	-	-	-	385
	Total for Clipper and RM2 Marketing	4,460	-	400	1,368	2,692
	Total	\$53,155	\$46,912	\$10,485	\$38,195	\$4,475

Regional Measure 2 Project Budget
As of October 2018 (\$000) - Life to Date

Program	Project Title	Total Budget	Actual	Encumbrance	Balance Remaining
1	BART/MUNI Direct Connection at Embarcadero & Civic Center Stations	\$3,000	-	1,500	\$1,500
2	SF MUNI Metro 3rd Street LRT Extension	30,000	30,000	-	-
3	MUNI Historic Streetcar Expansion (E-Line)	10,000	10,000	-	-
4	Dumbarton Commuter Rail Service ^{i,iv,xii}	9,157	8,932	33	192
5	Vallejo Ferry Intermodal Station ^v	26,000	24,101	1,598	301
6	Solano County Express Bus Intermodal Facilities ^{vi}	12,251	12,222	30.00	-
7	Solano County Corridor Improvements near I-80 / I-680 Interchange	100,000	97,026	2,974	-
8	I-80 EB HOV Lane Extension from Route 4 to Carquinez Bridge	37,175	37,175	-	-
9	Richmond Parkway Park & Ride ^{vii}	3,850	867	706	2,277
10	SMART Extension to Larkspur ^{ii,viii}	56,500	51,879	4,621	-
11	Greenbrae Interchange Improvement ^{ii,viii}	43,500	27,200	5,659	10,641
12	Direct HOV lane connector from I-680 to the Pleasant Hill BART ^{ix}	20,425	14,623	5,484	318
13	Rail Extension to East Contra Costa/E-BART	96,000	93,986	2,014.00	-
14	Capitol Corridor Improvements in Interstate-80/Interstate 680 Corridor ^{vi,x}	35,950	35,950	-	-
15	Central Contra Costa Bay Area Rapid Transit (BART) Crossover	25,000	25,000	-	-
16	Benicia-Martinez Bridge: New Span	50,000	50,000	-	-
17	Remaining Regional Express Bus North - Competitive Program Projects ^{v,x}	18,799	18,771	28	-
18	Clipper	35,000	20,749	1,231	13,020
19	Real-time transit information	20,000	19,476	524	-
20	Safe Routes to Transit	22,500	19,928	2,386	186
21	BART Tube Seismic Retrofit	33,801	33,801	-	-
22	Transbay Terminal/Downtown Extension	150,000	149,507	493	-
23	Oakland Airport Connector	115,199	115,199	-	-
24	AC Transit Enhanced Bus - Phase 1 (International Blvd/Telegraph Ave. Corridor) ^{vii}	77,760	53,771	23,989	-
25	Commute Ferry Service for Alameda/Oakland/Harbor Bay	12,000	12,000	-	-
26	Commute Ferry Service for Berkeley/Albany	12,000	4,762	7,238	-
27	Commute Ferry Service for South San Francisco	12,000	11,998	2	-
28	Water Transit Facility Imps., Spare Vessels and Environmental Review	48,000	46,204	1,796	-
29	Regional Express Bus South - Remaining Projects ^{iv,vii,xii}	54,933	29,777	10,992	14,164
30	I-880 North Safety Improvements ^{xi}	12,300	12,069	231	-
31	BART Warm Springs Extension ⁱ	186,000	177,780	8,220	-
32	I-580 (Tri Valley) Rapid Transit Corridor Improvements	65,000	50,885	2,120	11,995
33	Regional Rail Master Plan	6,500	6,062	394	44
34	Integrated Fare Structure Program	1,500	900	600	-
35	Transit Commute Benefits Promotion	5,000	3,366	1,634	-
36	Caldecott Tunnel Improvements ^{ix}	45,075	45,074	1	-
37	BART's Fixed Guideway Rehab	64,000	24,000	-	40,000
38	Regional Express Lane Network ⁱⁱⁱ	4,825	-	4,825	-
39	Modifications in I-80 and San Pablo ⁱⁱⁱ	8,000	7,675	325	-
40	Caltrain Electrification ^{viii,xii}	20,000	19,991	9	-
Total		\$1,589,000	\$1,402,706	\$91,657	\$94,638

ⁱ Allocated \$91 million from the Dumbarton Commuter Rail Service to the BART to Warm Springs Extension Project, per Resolution #3801 dated 1/28/09.

ⁱⁱ Allocated \$1.5 million from the SMART Project to Greenbrae Interchange Improvement Project, per Resolution #3801 dated 9/28/11.

ⁱⁱⁱ Allocated \$4.5 million to Regional Express Lane and \$7.4 million to the Modifications in I-80 from the I-80 EB HOV Lane Extension, Resolution #3801 dated 4/24/13

Res#3801 - Date 5/28/14		
Amount (\$000)	From	To
^{iv} \$14,843	Program 4: Dumbarton Commuter Rail Service program	Program 29: Regional Express Bus South program
^v \$2,000	Program 5: Vallejo Ferry Intermodal Station program	Program 17: Regional Express Bus North program
^{vi} \$7,749	Program 6: Solano County Express Bus program	Program 14: I-80/I-680 Capital Corridor Improvements program
^{vii} \$12,760	Program 9: Richmond Parkway Park & Ride \$12.15 million & Program 29: Regional Express Bus North program \$610 thousands.	Program 24: AC Transit Enhanced Bus program
^{viii} \$20,000	Program 11: Greenbrae Interchange Improvement	Program 10: SMART Extension to Larkspur
^{ix} \$5,425	Program 36: Caldecott Tunnel Improvements program	Program 12: I-680 Direct HOV Lane Connector to Pleasant Hill BART program
^x \$3,202	Program 17: Regional Express Bus North program	Program 14: I-80/I-680 Capital Corridor Improvements program
^{xi} \$2,300	Program 29: Regional Express Bus South program	Program 30: I-880 North Safety Improvements program
^{xii} \$20,000	Program 4: Dumbarton Commuter Rail Service program	Program 40: Caltrain Electrification program

^{xiii} Increasing funding by \$13 million to the Clipper Project (18), per Res #3801 dated 12/21/16.

^{xiv} Increasing funding by \$21 million to the Regional Express Bus South Project (29), per Resolution #3801 dated 12/21/16.

^{xv} Increasing funding by \$40 million to the BART's Fixed Guideway Rehab Project (37), per Resolution #3801 dated 12/21/16.

Shaded projects are completed

Rehab Project Budget

As of October 2018 (\$000) - Life to Date

Program #	Program	Total Budget	Total Expenses	Encumbrance	Balance Remaining
6812	Benicia-Martinez Bridge Rehab	6,388	2,339	-	4,049
6813	Carquinez Bridge Rehab	34,782	34,466	-	316
6814	Richmond-San Rafael Bridge Rehab	77,742	54,535	-	23,207
6825	San Francisco-Oakland Bay Bridge Rehab	220,606	177,467	-	43,139
6826	San Mateo-Hayward Bridge Rehab	122,346	107,805	1	14,541
6827	Dumbarton Bridge Rehab	4,792	4,792	-	-
6828	All Bridges Rehab	91,057	82,900	-	8,157
6829	Caltrans Reserve	2,128	4	-	2,124
8030	Completed/Defunded/Transferred Projects	117,303	116,626	-	677
8033	Minor Toll Plaza Rehab Projects	5,427	935	-	4,492
8210	New Benicia Bridge *	1,715	502	-	1,213
8315	Site Mitigation & Landscaping	154	83	-	71
8615	I-880/SR-92 Landscaping**	6,640	5,519	-	1,121
8629	Minor Bridge Rehab Projects	159	45	-	114
8637	Bay Trail Improvements	115	-	-	115
TOTAL CALTRANS REHAB BUDGET		691,354	588,018	1	103,336
8012	All Electronic Tolling Study	763	699	2	62
8528	Bay Lights Maintenance	640	252	68	320
8530	Drainage Studies for the Bridge	500	300	-	200
8531	Benicia New Toll Plaza ORT	4,153	4,153	-	-
8539	SFOBB Eyebare Repair Review	2,914	2,660	254	-
8540	Regional Transportation Sea Level Rise Asset	2,000	158	-	1,842
8594	SFOBB West Span Pathway PSR	12,300	11,212	538	550
8602	Hybrid/ETC Lane Modifications	874	874	-	-
8631	Procure New Callboxes	2,344	2,344	-	-
8900	2003 CSC Procurement	12,358	11,046	3	1,309
8901	ETC Transponder Procurement	86,370	77,228	7,164	1,978
8902	2012 CSC Procurement	20,750	18,726	1,378	646
8903	ATCAS Lane Host Upgrades	33,545	31,822	1,137	586
8904	Fastrak Sign & Sign Structure Improvements	29,510	29,336	79	95
8905	Misc. Bridge Improvements	14,299	6,198	818	7,283
8907	Toll Plaza Capital Improvements	26,448	18,123	4,136	4,189
8908	Enterprise Computing HW/SW	4,035	3,198	29	808
8909	Gateway Park Planning	27,975	16,394	1,073	10,508
8912	ETC Transponder Tag Swap	1,937	1,929	-	8
8913	SFOBB Administration Building	25,619	25,220	-	399
8914	Violation Enforcement System Upgrade	7,842	7,841	-	-
8916	Bay Crossing Study	540	540	-	-
8917	IT Security Procedures & Policies	750	405	221	124
8918	Maintenance Complex	531	508	-	23
8920	Plaza and Canopy Improvements	9,263	8,545	25	693
8921	SFOBB Lane 17 & 18 Lane Reconfiguration	3,575	1,664	43	1,868
8922	Metering Lights Replacement	8,930	1,460	2,634	4,836
8923	Bridge Records Recordation and Storage	500	55	-	445
8924	Antioch Bridge Approach	50,000	49,070	841	89
8926	Bridge Modeling & Investigations	5,801	623	327	4,851
8928	BATA Program Contingency	3,258	300	-	2,958
8930	Richmond-San Rafael Bridge Rehab	81,928	47,469	27,021	7,438
8933	Plan Bay Area TMS	9,000	4,715	3,725	560
8936	Backhaul Connection Infrastructure	1,000	757	95	148
8937	Future CSC Procurement	4,000	616	222	3,162
8938	Misc. East Span Project Improvements	12,084	-	-	12,084
8939	Asset Management	2,000	-	-	2,000
8940	HOV Lane Enforcement	1,300	-	100	1,200
8941	CHP - COZEEP/MAZEPP	200	-	-	200
8942	Bridge Yard Capital Improvements	500	-	-	500
8000-05	Capital Program Audit	8,300	6,714	539	1,047
8000-16	SRA/RM1 Program Monitoring	46,445	44,856	214	1,375
Total BATA REHAB BUDGET		567,081	438,010	52,686	76,384
TOTAL REHAB BUDGET		1,258,435	1,026,028	52,687	179,720

Shaded projects are completed

* Moved \$5 million from RM 1 New Benicia Bridge to Caltrans Rehab.

** Moved \$5.958 million from RM 1 I-880/SR-92 Interchange Landscaping to Caltrans Rehab.

Seismic Capital Project Budget
As of October 2018 (\$000) - Life to Date

	Program	Base Budget	Current Budget***	Total Expenses*	Encumbrance	Remaining Balance
8103	San Francisco-Oakland Bay Bridge East Span Repl	\$ 5,486,600	\$ 6,530,851	\$ 6,466,529	\$ 64,322	\$ -
8109	San Francisco-Oakland Bay Bridge West Span Retrofit	307,900	305,316	305,316	-	-
8106	San Francisco-Oakland Bay Bridge West Approach Repl	429,000	452,550	450,386	2,164	-
8100	Antioch Bridge Retrofit	-	71,100	71,093	7	-
8122	Dumbarton Bridge Retrofit	-	112,400	112,323	77	-
8112	Richmond-San Rafael Bridge Retrofit	808,100	811,850	794,870	16,980	-
8115	Benicia-Martinez Bridge Retrofit	177,800	177,830	177,817	13	-
8118	Carquinez Bridge Retrofit	114,200	114,206	114,206	-	-
8121	San Mateo-Hayward Bridge Retrofit	163,500	163,412	163,412	-	-
	Subtotal for Bay Area Bridges	7,487,100	8,739,515	8,655,952	83,563	-
8128	Misc Program Costs	30,000	26,030	26,024	6	-
8729	Program Contingency**	989,000	24,795	-	24,795	-
8124	Vincent Thomas Bridge Retrofit (non-BATA, for information	58,500	58,420	58,411	9	-
8127	San Diego-Coronado Bridge Retrofit (non BATA, for	103,500	103,240	103,235	5	-
	Subtotal for Other Bridges	162,000	161,660	161,646	14	-
	Total for Toll Bridge Seismic Retrofit Program	\$ 8,668,100	\$ 8,952,000	\$ 8,843,622	\$ 108,378	\$ -

*Includes pre AB144 LTD expenses from Caltrans to April 2006
BATA expenses from May 2006 to current

3,709,068
5,134,554

8,843,622

**** Contingency Allocation**

Contingency per Budget	989,000
FY08 (Allocation) and Rescission	(203,920)
FY09 (Allocation) and Rescission	(44,790)
FY10 (Allocation) and Rescission	139,400
FY11 (Allocation) and Rescission	(577,670)
FY12 (Allocation) and Rescission	(15,520)
FY13 (Allocation) and Rescission	32,637
FY14 (Allocation) and Rescission	(130,000)
FY15 (Allocation) and Rescission	(103,800)
FY16 (Allocation) and Rescission	(12,731)
FY17 (Allocation) and Rescission	(33,200)
FY18 (Allocation) and Rescission	(24,671)
Allocate to SFOBB East Span 7/1/18	(1,480)
Unallocate SFOBB West Approach 7/1/18	6,950
Unallocate Richmond Bridge 7/1/18	250
Unallocate Vincent Thomas 7/1/18	90
Unallocate San Diego-Coronado 7/1/18	280
Unallocate Program Indirects 7/1/18	3,970
Remaining Balance	<hr/> 24,795

Shaded projects are completed

***Financial reflects budget update approved on 6/27/18

AB 1171 Project Budget

As of October 2018 (\$000) - Life to Date

Project Title	Total Budget	Allocation	Actual	Encumbrance	Balance Remaining
Doyle Drive Replacement	80,000	80,000	80,000	-	-
East Contra Costa BART Extension	111,500	111,500	109,819	1,681	-
Transbay Terminal/Downtown Extension:Phase 1	150,000	150,000	149,198	802	-
Tri-Valley Transit Access Improve. To BART	95,000	21,852	11,433	10,419	73,148
Regional Express Lane Network	2,800	2,800	2,800	-	-
Fairfield/Vacaville Train Station	9,000	9,000	9,000	-	-
I80/680 Interchange	100,000	100,000	98,448	1,552	-
Other Corridor Improvement	10,200	10,150	10,150	-	50
VTa Mission/Warren/Truck Rail Facility	6,500	6,500	5,811	689	-
BART to Warm Spring Extension	5,000	5,000	5,000	-	-
Total	\$570,000	\$496,802	\$481,659	\$15,143	\$73,198

AB 1171 Program Budget:	\$570,000
Approved Projects:	\$496,802
AB 1171 Program Balance:	<u>\$73,198</u>

Shaded projects are completed

BATA Capital Project with SB1 Funding

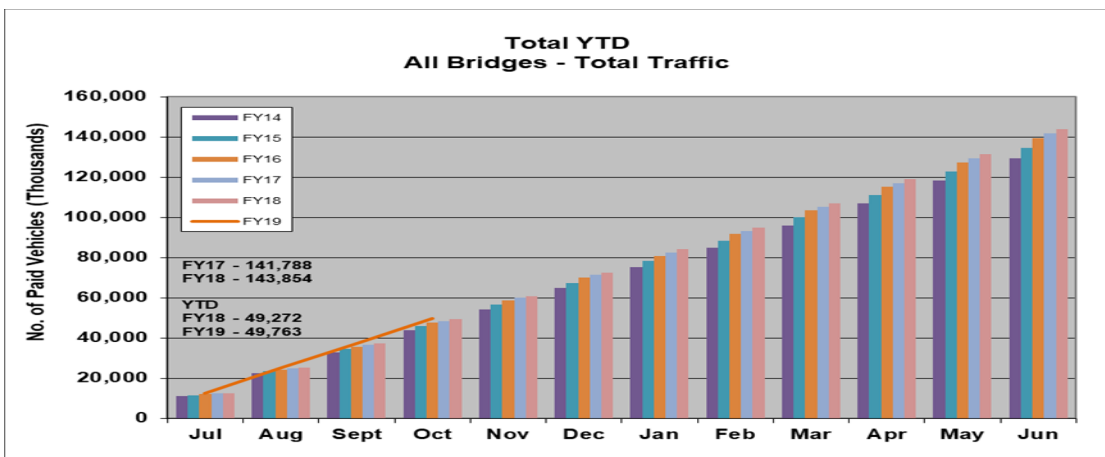
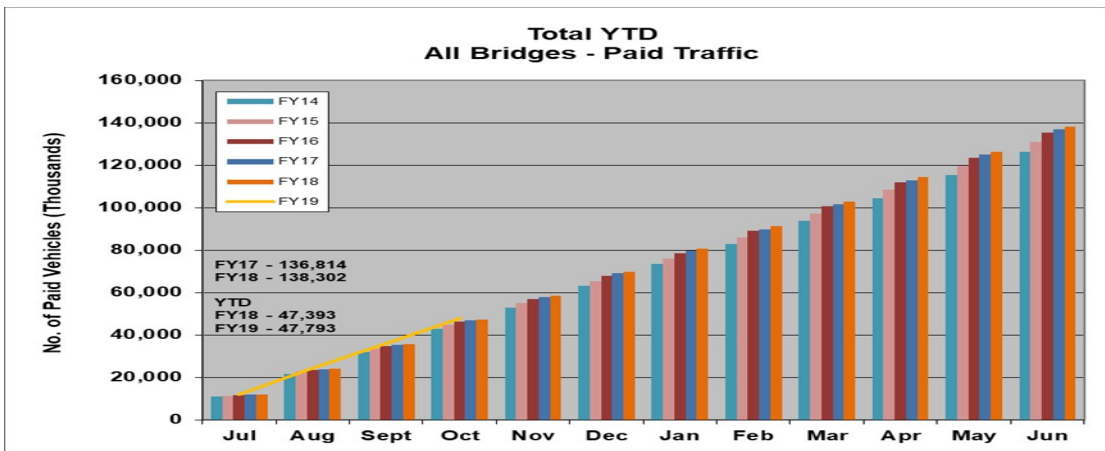
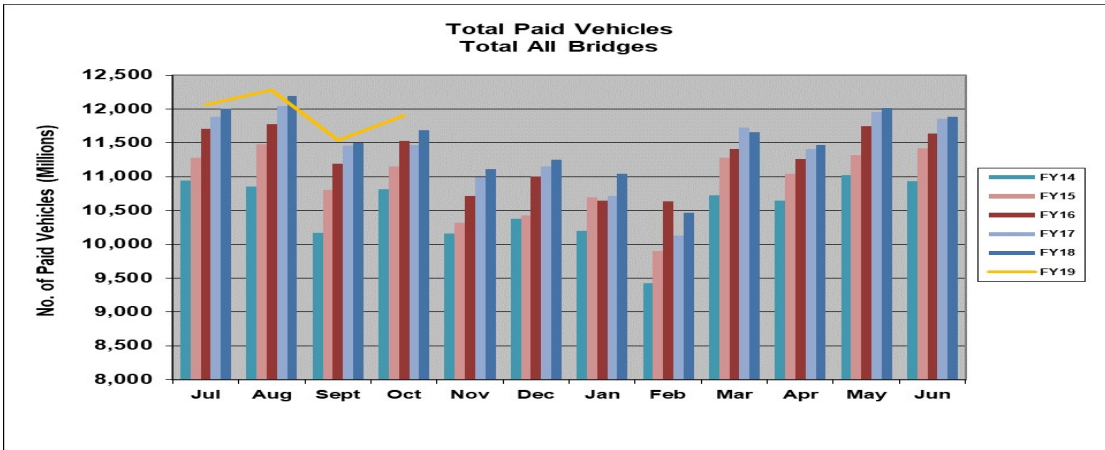
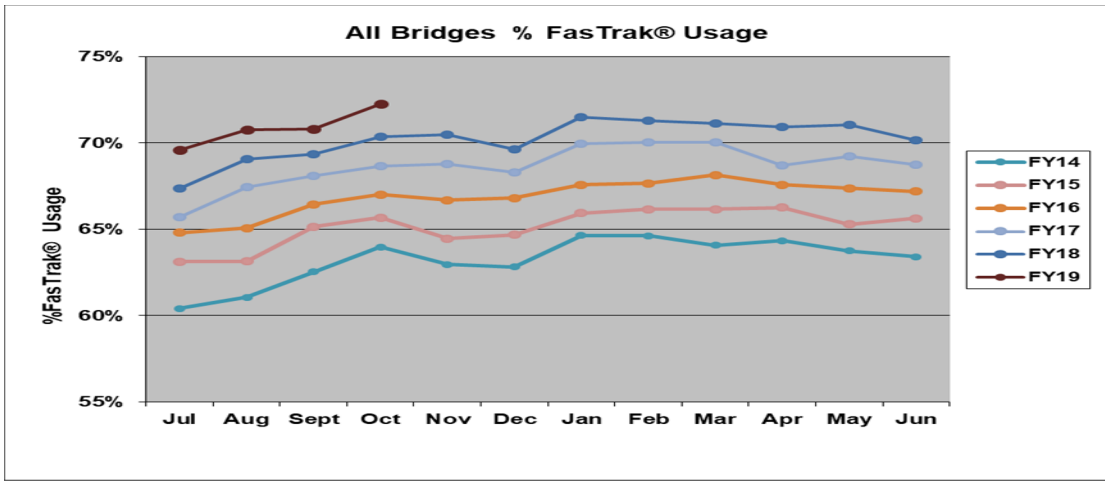
As of October 2018 (\$000) - Life to Date

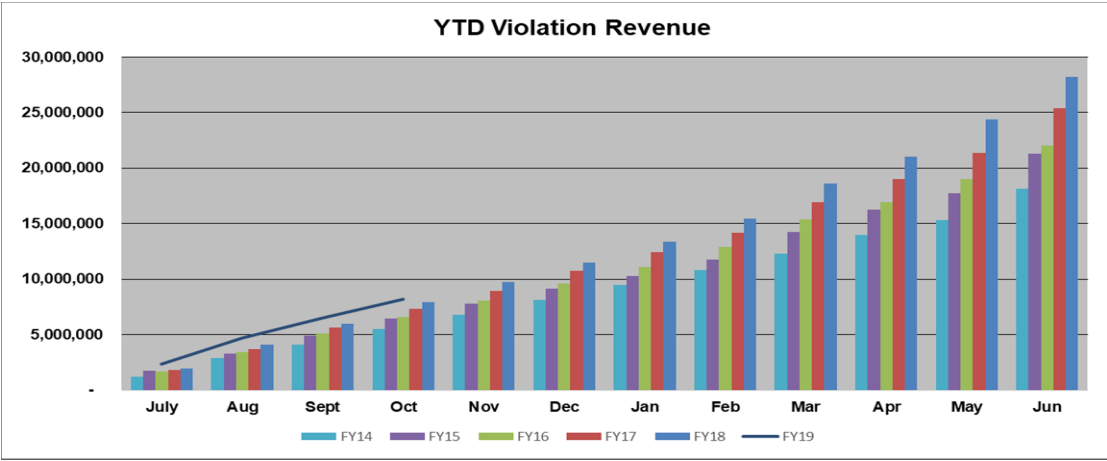
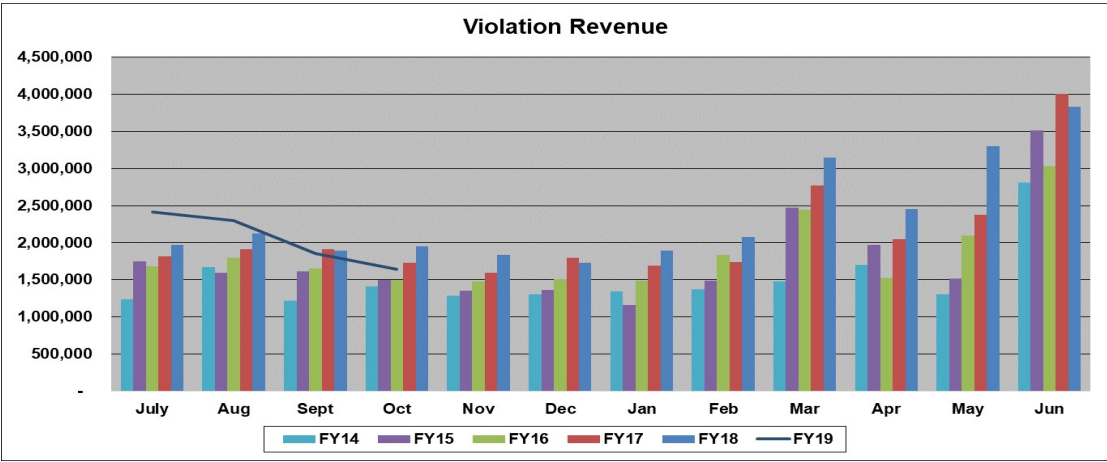
					Remaining
841	Program	Base Budget	Expenses	Encumbrance	Balance
8351	SFOBB Bicycle/Pedestrian Eastern Access	\$ 4,000	\$ -	\$ -	\$ 4,000
8352	Dumbarton EL Approach and Transit Strategies	17,000	-	-	17,000
Total BATA SB1 Capital Project		\$ 21,000	\$ -	\$ -	\$ 21,000

Other Capital Projects

As of October 2018 (\$000) - Life to Date

Project Title		Total Budget	Actual	Encumbrance	Balance Remaining
849	Express Lanes Capital				
6840	Program Costs: Planning, Coordination & Management	28,437	19,066	2,576	6,795
6841	Centralized Toll System	32,367	16,362	12,449	3,556
6842	CC-680 Southern Segment Conversion	54,043	50,194	3,826	23
6843	Capitalized Start-up O&M	16,000	4,620	1,628	9,752
6844	ALA-880 Conversion	139,098	75,783	42,089	21,226
6845	CC-680 Northern Segment - Southbound Conversion	53,623	5,935	5,840	41,848
6846	SOL-80 West Conversion	1,964	308	1,365	291
6847	Program Contingency	2,848	-	-	2,848
6849	SOL-80 East Express Lane Conversion	16,114	10,519	3,136	2,459
6851	84/Dumbarton Bridge	323	323	-	-
6852	92/San Mateo Bridge	369	369	-	-
Express Lanes Total		\$345,186	\$183,479	\$72,909	\$88,798
847	BATA Project Savings				
6953	CCC - AC Transit	83,000	18,434	28,299	36,267
6954	CCC - Muni	84,000	-	46,876	37,124
6955	CCC - BART	15,000	-	-	15,000
6956	BART Rail Car Replacement	68,000	-	-	68,000
BATA Project Savings Total		\$250,000	\$18,434	\$75,175	\$156,391
Grand Total		\$595,186	\$201,913	\$148,084	\$245,189







Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #: 18-1039 **Version:** 1 **Name:**

Type: Contract **Status:** Consent

File created: 11/9/2018 **In control:** Bay Area Toll Authority Oversight Committee

On agenda: 12/12/2018 **Final action:**

Title: FasTrak® Toll Tags - Toll Tag Vendor Bench:
i. Purchase Order - Internal FasTrak® Toll Tags: Kapsch Traffic Com USA Inc. (\$12,740,000);
and
ii. Purchase Order - External FasTrak® Toll Tags: Neology, Inc. (\$171,000)

Sponsors:

Indexes:

Code sections:

Attachments: [4c_Vendor_Bench_Kapsch_and_Neology.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:

FasTrak® Toll Tags - Toll Tag Vendor Bench:

- i. Purchase Order - Internal FasTrak® Toll Tags: Kapsch Traffic Com USA Inc. (\$12,740,000);
and
- ii. Purchase Order - External FasTrak® Toll Tags: Neology, Inc. (\$171,000)

Presenter:

Mey Phu / Beth Zelinski

Recommended Action:

Committee Approval



BAY AREA TOLL AUTHORITY
Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105
TEL 415.778.6700
WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee

DATE: December 5, 2018

FR: Deputy Executive Director, Operations

W. I. 1253

RE: FasTrak® Toll Tags – Toll Tag Vendor Bench:

- i. Purchase Order – Internal FasTrak® Toll Tags: Kapsch TrafficCom USA Inc. (\$12,740,000); and
- ii. Purchase Order – External FasTrak® Toll Tags: Neology, Inc. (\$171,000)

This memorandum requests approval of a pre-qualified bench of vendors to provide FasTrak® toll tags for toll bridges and express lanes customers. This bench will be utilized for a period ending June 30, 2021, with an option to extend to December 31, 2021.

This memorandum also authorizes the Executive Director or his designee to issue a purchase order in an amount not to exceed \$12,740,000 to Kapsch TrafficCom USA, Inc. (Kapsch) to purchase 1,225,000 internal FasTrak® toll tags for FY 2018-19 and FY 2019-20, and a purchase order in an amount not to exceed \$171,000 to Neology, Inc. (Neology) to purchase 15,000 external FasTrak® toll tags for FY2018-19 and FY 2019-20; subject to the approval of the FY 2019-20 BATA budget.

Background

In a recently approved state regulation, all tolling agencies in California are required to transition from the current Title 21 toll tag protocol to the new 6C toll tag protocol. To comply with the new regulation, BATA issued a Request for Qualifications (RFQ) in October 2018 to establish a bench of pre-qualified vendors to provide 6C toll tags. The RFQ solicited bids for a total of 2,370,000 6C toll tags consisting of:

- 1,875,000 internal mounted self-declaration (Flex) toll tags;
- 435,000 internal mounted Flex tags packaged for retail sales; and
- 30,000 external license plate-mounted toll tags.

The tags will be purchased in approximately annual increments from February 2019 through June 30, 2021, allowing BATA to solicit new pricing from the pre-qualified bench vendors for each subsequent purchases as needed. The RFQ also allows an option to extend the tag purchases to December 31, 2021 and to purchase an additional option quantity of 880,000 non-retail Flex tags, 730,000 retail Flex tags, and 30,000 external tags.

Vendor Bench Evaluation

In response to the RFQ, BATA received Statements of Qualifications (SOQs) and bids from a total of four (4) vendors. To qualify for placement on the vendor bench, the tags that vendors are proposing must be certified by the Omni Air Consortium or in the process of obtaining certification. However, vendors in the process of obtaining certification cannot be awarded a purchase order until proof of certification is received. All four vendors were found to have been responsive and met the required minimum qualification for placement on the vendor bench. Based on the findings, staff recommends that the vendors shown in Attachment A be approved as pre-qualified vendors for providing BATA with 6C FasTrak® toll tags.

Contract Evaluation

An evaluation panel consisting of BATA staff subsequently evaluated the qualifying SOQs that included pricing for the initial tag quantities to determine the contract award for the first tag purchase. The evaluation was based on three evaluation factors that were ranked according to points: 1) price (35%), 2) effectiveness of toll tag features (35%), and 3) quality of inventory management and control procedures (30%). The evaluation results for internal and external tags is shown in tables below.

Internal Tag Bid Details

Vendor	Total Points /100 Points	Certified	Per Unit Bid Price without tax
Kapsch TrafficCom USA, Inc.	97	Y	\$ 8.26 Non-Retail \$11.18 Retail
TransCore, LP	93.67	N	\$ 9.97 Non-Retail \$11.47 Retail
Neology, Inc.	92.67	Y	\$ 9.20 Non-Retail \$10.71 Retail

External Tag Bid Details

Vendor	Total Points /100 Points	Certified	Per Unit Bid Price without tax
Kapsch TrafficCom USA, Inc.	95	N	\$6.50
Neology, Inc.	84.33	Y	\$10.50
TransCore, LP	70.33	N	\$19.95

The evaluation panel found that Kapsch had the highest scored SOQ for internal tags and is recommended for the award of the initial internal tag purchase order. Kapsch also had the highest scored SOQ for external tags, however as Kapsch is still in the process of obtaining certification of its external tag, staff is recommending Neology, which holds the second highest scored SOQ, for award of the initial external tag purchase order. Star System International, Ltd. qualified for bench placement, but did not submit a price bid for this initial purchase. Award of subsequent annual purchase orders with the pre-qualified vendors will be based on subsequent price solicitation and evaluation. Attachment B includes a summary of Kapsch and its project team's small business and disadvantaged business enterprise status. Neology is neither a small business nor a disadvantaged business enterprise and currently has no subcontractors.

Recommendation

Staff recommends that the Committee approve the pre-qualified vendor bench identified in Attachment A to provide 6C toll tags. This bench will be utilized for a period ending in June 30, 2021, with an option to extend to December 31, 2021.

Staff also recommends that the Committee authorize the Executive Director or his designee to issue a purchase order to Kapsch in an amount not to exceed \$12,740,000 to purchase 1,225,000 internal 6C FasTrak toll tags for FY 2018-19 and FY2019-20 and a purchase order to Neology in an amount not to exceed \$171,000 to purchase 15,000 external 6C FasTrak® toll tags for FY 2018-19 and FY 2019-20, subject to the approval of the FY 2019-20 BATA budget.



Andrew B. Fremier

Attachment A
On-Call 6C FasTrak Toll Tag Vendor Bench Selections

SELECTED FIRMS
Kapsch TrafficCom USA, Inc., McLean VA
Neology, Inc., San Diego, CA
Star Systems International, Ltd., Allen, TX
TransCore, LP., Nashville, TN

Attachment B
Small Business and Disadvantaged Business Enterprise Status

Internal Tags

		DBE* Firm			SBE** Firm		
Firm Name		Yes	DBE #	No	Yes	SBE #	No
Prime Contractor	Kapsch TrafficCom, USA, Inc.			X			X
Subcontractor	Star Systems International, Ltd.			X			X

*Denotes certification by the California Unified Certification Program (CUCP).

**Denotes certification by the State of California.

REQUEST FOR COMMITTEE APPROVAL
Summary of Proposed Vendor Bench

Work Item No.:	1253
Contractors:	See Attachment A
Work Project Title:	FasTrak® Toll Tags Vendor Bench
Purpose of Project:	To establish a vendor bench to provide FasTrak® Toll Tags
Brief Scope of Work:	Establish a vendor bench to provide FasTrak® toll tags to toll bridges and express lanes customers.
Project Cost Not to Exceed:	Individual purchase orders to be determined; the estimated total budget for the purchase orders has not been determined at this time.
Funding Source:	Toll Bridge Rehabilitation Program Funds
Fiscal Impact:	No immediate fiscal impact until purchase orders are awarded.
Motion by Committee:	That the vendors listed in Attachment A to the Deputy Executive Director's Memorandum dated December 5, 2018 be pre-qualified to be issued purchase orders to provide 6C FasTrak® toll tags on an as-needed basis through June 30, 2021, subject to applicable contract approval procedures and necessary budget approvals, with an option on the part of BATA to extend the bench to December 31, 2021.
BATA Oversight Committee:	<hr/> Amy Worth, Chair
Approved:	Date: December 12, 2018

REQUEST FOR COMMITTEE APPROVAL
Summary of Proposed Purchase Order

Work Item No.:	1253
Vendor:	Kapsch TrafficCom USA, Inc., McLean, VA
Work Project Title:	Internal FasTrak® Toll Tags
Purpose of Project:	To provide internal FasTrak® toll tags.
Brief Scope of Work:	Provide internal FasTrak® toll tags to support the regional toll bridges and express lanes operations.
Project Cost Not to Exceed:	\$12,740,000
Funding Source:	Toll Bridge Rehabilitation Program Funds
Fiscal Impact:	\$4,489,000 in funds are included in the FY2018-19 Toll Bridge Rehabilitation Program Budget; the balance of \$8,251,000 is subject to the approval of the FY 2019-20 Toll Bridge Rehabilitation Program Budget.
Motion by Committee:	That the Executive Director or his designee is authorized to issue a purchase order to Kapsch TrafficCom USA, Inc. to provide internal 6C FasTrak® toll tags as described above and in the Deputy Executive Director's Memorandum dated December 5, 2018, and the Chief Financial Officer is directed to set aside funds in the amount of \$12,740,000 for such purchase order subject to the approval of the FY2019-20 BATA Budget.
BATA Oversight Committee:	<hr/> Amy Worth, Chair
Approved:	December 12, 2018

REQUEST FOR COMMITTEE APPROVAL
Summary of Proposed Purchase Order

Work Item No.:	1253
Vendor:	Neology, Inc., San Diego, CA
Work Project Title:	External FasTrak® Toll Tags
Purpose of Project:	To provide external FasTrak® toll tags.
Brief Scope of Work:	Provide external FasTrak® toll tags to support the regional toll bridges and express lanes operations.
Project Cost Not to Exceed:	\$171,000
Funding Source:	Toll Bridge Rehabilitation Program Funds
Fiscal Impact:	\$114,000 in funds are included in the FY2018-19 Toll Bridge Rehabilitation Program Budget; the balance of \$57,000 is subject to the approval of the FY 2019-20 Toll Bridge Rehabilitation Program Budget.
Motion by Committee:	That the Executive Director or his designee is authorized to issue a purchase order to Neology, Inc. to provide external 6C FasTrak® toll tags as described above and in the Deputy Executive Director's Memorandum dated December 5, 2018, and the Chief Financial Officer is directed to set aside funds in the amount of \$171,000 for such purchase order subject to the approval of the FY 2019-20 BATA Budget.
BATA Oversight Committee:	<hr/> Amy Worth, Chair
Approved:	December 12, 2018



Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #: 18-1092 **Version:** 1 **Name:**

Type: Contract **Status:** Consent

File created: 12/5/2018 **In control:** Bay Area Toll Authority Oversight Committee

On agenda: 12/12/2018 **Final action:**

Title: Consultant Panel - On-Call Construction Management and Design Services: AECOM Technical Services, Inc., Arup North America, Ltd., BKF Engineers, Ghirardelli Associates, Inc., HDR Engineering, Inc., HNTB Corporation, Hill International, Inc., Jacobs Project Management Co., Kimley-Horn and Associates, Inc., S & C Engineers, Inc., T. Y. Lin International, WMH Corporation, Inc., WSP USA Inc, and Zoon Engineering, Inc.

Sponsors:

Indexes:

Code sections:

Attachments: [4d Consultant Panel On-Call CM and DS.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:

Consultant Panel - On-Call Construction Management and Design Services: AECOM Technical Services, Inc., Arup North America, Ltd., BKF Engineers, Ghirardelli Associates, Inc., HDR Engineering, Inc., HNTB Corporation, Hill International, Inc., Jacobs Project Management Co., Kimley-Horn and Associates, Inc., S & C Engineers, Inc., T. Y. Lin International, WMH Corporation, Inc., WSP USA Inc, and Zoon Engineering, Inc.

Presenter:

Michelle Go

Recommended Action:

Committee Approval



BAY AREA TOLL AUTHORITY

Bay Area Metro Center

375 Beale Street

San Francisco, CA 94105

TEL 415.778.6700

WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee

DATE: December 5, 2018

FR: Deputy Executive Director, Operations

W. I. 1251, 1256

RE: Consultant Panel - On-Call Construction Management and Design Services: AECOM Technical Services, Inc., Arup North America, Ltd., BKF Engineers, Ghirardelli Associates, Inc., HDR Engineering, Inc., HNTB Corporation, Hill International, Inc., Jacobs Project Management Co., Kimley-Horn and Associates, Inc., S & C Engineers, Inc., T. Y. Lin International, WMH Corporation, Inc., WSP USA Inc, and Zoon Engineering, Inc.

This memorandum requests approval of a name correction of Jacobs Engineering Group, Inc. to Jacobs Project Management Co. on the pre-qualified panel of consulting firms to provide on-call construction management and design services to support various agency projects through January 31, 2021.

Background

On September 26, 2017, BATA issued an RFQ to select a new panel of pre-qualified consulting firms that will provide On-Call Design and Construction Management services. The RFQ will allow for the on-call consultants to work not only on BATA projects, but also on MTC, MTC SAFE, BAIFA and BAHA projects. The selected panel of firms were on-call starting in February 2018 for a three-year term. Not all firms were immediately under contract.

Procurement Process

In response to the RFQ, staff received Statements of Qualifications (SOQs) from a total of 17 consulting firms. Eight consultants proposed for only construction management services, six proposed for only design services. Three proposed for both construction management and design services. All firms were found to meet the minimum qualifications in their respective categories. An evaluation panel consisting of BATA staff reviewed all of the SOQs and scored them based on sets of weighted evaluation criteria (one for construction management services; the other for design services) both of which included expertise and experience, qualifications of key staff, ability to have qualified staff available on an as-needed basis, method for providing project services, specialized expertise to cover all of the design services and construction management and resources, and qualifications in report writing and presentations. Based on the evaluation, staff selected eight firms for each of the pools to provide BATA with the most flexibility for successful project delivery. On December 13, 2017, the BATA Operations committee approved the consultants (in alphabetical order) as referenced in the table on the next page:

Construction Management Services	Design Services
AECOM Technical Services, Inc.	AECOM Technical Services, Inc.
Ghirardelli Associates, Inc.	Arup North America, Ltd.
Hill International, Inc.	BKF Engineers
Jacobs Engineering Group, Inc.	HDR Engineering, Inc.
HDR Engineering, Inc.	HNTB Corporation
S & C Engineers, Inc.	Kimley-Horn and Associates, Inc.
WSP USA Inc	T. Y. Lin International
Zoon Engineering, Inc.	WMH Corporation, Inc.

Staff incorrectly listed the firm Jacobs Project Management Co. as Jacobs Engineering Group, Inc. on the BATA Operations committee memo dated December 6, 2017. Jacobs Project Management Co. listed its firm name as Jacobs Project Management Co. on its SOQ. Jacobs Project Management Co. is a subsidiary of Jacobs Engineering Group, Inc.

Recommendation

Staff recommends that this Committee approve the name correction from Jacobs Engineering Group, Inc. to Jacobs Project Management Co. on the pre-qualified panel to provide on-call construction management and design services through January 31, 2021. Staff will return to this Committee for contract approval in each instance in which a contract or amendment exceeds the Executive Director's delegated signature authority.



Andrew B. Fremier

SH:pl

REQUEST FOR COMMITTEE APPROVAL
Summary of Proposed Contract Amendment

Work Item No.: 1251, 1256

Vendor: For Construction Management Services: AECOM Technical Services, Inc. (Oakland, CA), Ghirardelli Associates, Inc. (San Jose, CA), Hill International, Inc. (San Ramon, CA), Jacobs Project Management Co. (Oakland, CA), HDR Engineering, Inc. (Oakland, CA), S & C Engineers, Inc. (Oakland, CA), WSP USA Inc (San Francisco, CA), and Zoon Engineering, Inc. (Walnut Creek, CA)

For Design Services: AECOM Technical Services, Inc. (Oakland, CA), Arup North America, Ltd. (San Francisco, CA), BKF Engineers (San Francisco, CA), HDR Engineering, Inc. (Oakland, CA), HNTB Corporation (Oakland, CA), Kimley-Horn and Associates, Inc. (Oakland, CA), T. Y. Lin International (Oakland, CA), and WMH Corporation, Inc. (Oakland, CA)

Work Project Title: On-Call Construction Management Services and Design Services

Purpose of Project: To provide construction management and for construction oversight projects and design services for design projects.

Brief Scope of Work: For Construction Management Services: Develop staffing and project management plans, review design plans and review and analyze schedules. Perform construction field inspection, materials testing and sampling, office engineering, and contract administration services.

For Design Services: Prepare preliminary engineering and planning services (examples include; environmental analyses, traffic and accident analyses, hazardous material analyses, and structure analyses). Prepare all phases of project Plans, Specifications and Estimates (PS&E).

Project Cost Not to Exceed: Individual contracts TBD. The estimated total budget for the contracts has not been determined at this time.

Funding Source: Various TBD: RM 3, Seismic Retrofit Program, Toll Bridge Rehabilitation Funds

Fiscal Impact: No immediate fiscal impact until contracts are awarded. Funds for each fiscal year are subject to agency budgetary approval process. Project costs shall be consistent with funds programmed and budgeted.

Motion by Committee: That the Committee approves the panels of firms identified above to provide on-call construction management and project design services on an as needed basis from January 1, 2018 through January 31, 2021 as described above and in the Executive Director's memorandum dated December 6, 2017 and the Deputy Executive Director's memorandum dated December 5, 2018, subject to applicable contract approval procedures and necessary budget approvals.

BATA Oversight Committee:

Amy Rein Worth, Chair

Approval Date: Date: December 12, 2018



Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #:	18-0960	Version:	1	Name:	
Type:	Resolution	Status:		Authority Approval	
File created:	10/19/2018	In control:		Bay Area Toll Authority Oversight Committee	
On agenda:	12/12/2018	Final action:			
Title:	BATA Resolution No. 128 - Toll Schedule for the State-Owned Toll Bridges in the Bay Area and BATA Resolution No. 129 - Escrow Arrangements for Toll Bridge Revenues.				

A request for the Committee to refer to the Authority for approval BATA Resolution No. 128, which establishes an increase to the toll rates for the state-owned toll bridges in the San Francisco Bay Area as authorized by Senate Bill 595 and placed on the ballot as Regional Measure 3; and BATA Resolution No. 129, approving escrow arrangements for collection of toll increases.

Sponsors:

Indexes:

Code sections:

Attachments: [5a_RM3_Toll_Increase_BATA_Reso_Nos-128_&_129.pdf](#)

Date	Ver.	Action By	Action	Result
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Subject:

BATA Resolution No. 128 - Toll Schedule for the State-Owned Toll Bridges in the Bay Area and BATA Resolution No. 129 - Escrow Arrangements for Toll Bridge Revenues.

A request for the Committee to refer to the Authority for approval BATA Resolution No. 128, which establishes an increase to the toll rates for the state-owned toll bridges in the San Francisco Bay Area as authorized by Senate Bill 595 and placed on the ballot as Regional Measure 3; and BATA Resolution No. 129, approving escrow arrangements for collection of toll increases.

Presenter:

Jeff Gerbracht

Recommended Action:

Authority Approval



BAY AREA TOLL AUTHORITY

Bay Area Metro Center

375 Beale Street

San Francisco, CA 94105

TEL 415.778.6700

WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee

DATE: December 5, 2018

FR: Deputy Executive Director, Operations

W. I. 1252

RE: BATA Resolution No. 128 – Toll Schedule for the State-Owned Toll Bridges in the Bay Area and BATA Resolution No. 129 – Escrow Arrangements for Toll Bridge Revenues

This memorandum requests that the Committee refer BATA Resolution No.128, Toll Schedule for the State-Owned Toll Bridges in the Bay Area and BATA Resolution No. 129, Escrow Arrangements for Toll Bridge Revenues to the Authority for approval.

Background

On the June 5, 2018 ballot, Regional Measure 3 (RM3) was approved by voters, setting in motion implementation of a toll increase of three dollars to be phased in over time to fund a program of transportation projects. The Bay Area Toll Authority (BATA) proposes to increase the tolls for all vehicles crossing any of the seven state-owned toll bridges in the Bay Area (Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland and the San Mateo-Hayward bridges) pursuant to Section 30923 of the California Streets and Highways Code. The toll increase includes a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025.

The law (Streets and Highways Code Section 30916 (d)) required BATA to hold a public hearing in regard to a proposed toll increase before taking any action. In accordance with the law, a public hearing was held on November 28, 2018, allowing public testimony on the proposed toll increase. BATA Resolution No. 128, attached to this Memorandum as Attachment B, establishes revisions to the Toll Schedule for the state-owned toll bridges that includes the increase authorized by Senate Bill 595 and placed on the ballot as Regional Measure 3. The funds from the toll increase will finance a comprehensive suite of highway and transit improvements described in Senate Bill 595 to help solve the Bay Area's growing traffic congestion problems.

Two lawsuits challenging Senate Bill 595 and RM3 are pending in the Superior Court in the City and County of San Francisco. The toll increases, when collected, will be placed into an escrow account managed by an independent trustee. Following a process similar to voter approved sales tax measures that face legal challenge, the funds will be transferred from BATA to a Union Bank (Mitsubishi United Financial Group - MUFG) trust account on a daily basis where the funds will be managed by a bank trust officer until final resolution of all litigation. BATA Resolution No. 129, authorizing escrow arrangements, is attached to this memorandum as Attachment C. Once our legal team certifies there is a final resolution, we will ask the board to release the escrow. If BATA prevails in the litigation the funds will be applied to BATA approved programs. If BATA should lose the litigation, the funds will be reimbursed to toll payers.

Public Hearing Comments

Starting on October 25, 2018, a thirty-day comment period was provided for the public to produce written comments through letters, facsimiles, and e-mails. In addition, as set forth above, a public hearing was held at the Bay Area Metro Center to give the public an opportunity to comment on the toll increase proposal. There were no public comments at the hearing.

A total of three comments from the public were provided through the close of the public comment period on November 28, 2018. Three comments were received after the close of the public comment period. A summary of all comments is within the table below, and all comments are included in Attachment A to this memo. Other than the name of the person making the comment, personally identifiable information has been redacted.

#	Public Comment Summary	Timing	Response
1	Requested the new toll schedule	Received during public comment period	Provided links to the requested documents
2	Concern for the management of toll revenue	Received during public comment period	Provided referral to expenditure list and oversight and management requirements detailed in Senate Bill 595.
3	Argument to repeal or cancel RM 3	Received during public comment period	Comments noted.
4	Financial hardship for Bay Area drivers	Received after close of public comment period	Toll discount continues for carpools and motorcycles during commute hours. Discounted toll is scheduled to increase to \$3. Also, introducing a toll discount for two-axle vehicles that cross more than one state-owned bridge during commute hours.
5	Financial hardship for a specific customer	Received after close of public comment period	Refer to response to comment 4 above.
6	Suggestion to lower tolls for motorcycles	Received after close of public comment period	Refer to response to comment 4 above.

Recommendation

Staff recommends that this Committee refer BATA Resolution Nos.128 and 129 to the Authority for approval.



Andrew B. Premier

SH:sc

Attachments

J:\COMMITTEE\BATA Oversight\2018\12 Dec'2018 BATA Oversight\5a_RM3 toll increase memo.docx

From: [Sudha Govindaraju](#)
To: [MTC Info](#)
Subject: 2019 Toll Rates
Date: Thursday, November 15, 2018 3:45:40 AM

Good Morning,

Can you please send me the new 2019 toll rates on the Bay Area bridges? I need toll rates for all vehicles.

Thank you.

Sudha Govindaraju

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: [Ben Morris](#)
To: [MTC Info](#)
Subject: Toll increases
Date: Thursday, November 15, 2018 8:37:51 AM

I have zero interest in paying any additional to cross bridges. I don't trust you to do the intended work with the money.

People are idiots to support a group like yourselves who purport to help transportation issues in the Bay Area

Ben Morris

Sent from my iPad

From: [REDACTED]
To: [MTC Info](#)
Cc: [mtf](#)
Subject: BATA Public Comment 11/28/18 - Repeal or cancel RM3 - Unfair to bridge toll payers
Date: Wednesday, November 28, 2018 8:53:41 AM
Importance: High

November 28, 2018

[Please forward this as public comment to BATA, re the public comment meeting on 11/28/18.]

Subject: Repeal or Cancel Regional Measure 3

Regional Measure 3 is patently unfair. The over 7 million of us in the 9 counties should not impose a \$4.5B dollar tax on only a 400,000-vehicle minority of our friends and neighbors.

Unfair to bridge toll payers

Only Sunnyvale?

A fictional example illustrates the unfairness. Assume that Santa Clara County decided to implement a dozen transit projects across the county, that the Board of Supervisors approved it, that the residents of the entire county voted for a new tax to fund these projects - but that tax applied only to the residents of businesses of Sunnyvale. That would be obviously unfair and absurd.

This is exactly what RM3 does - it enables the millions of residents in the 9 counties to impose a tax only on the 400,000 vehicles that must cross bridges each workday. They must cross because their homes and business offices are on one side of a bridge, and jobs and clients on the other side of a bridge.

No Bay?

The only reason that RM3 functionally works is because there is our Bay in the middle that has 7 bridges, across which a captive minority of our residents must cross, and therefore can be easily taxed. If our counties were like Los Angeles, without a Bay in the middle, there were not be 7 bridges, and our counties would have to find another way to fund these 35 projects.

Tax someone else

This is clearly a case of "tax someone else to benefit me". The extreme

example of this unfairness is Santa Clara County. Voters in this county comprised the largest number of votes and second highest percentage of votes in favor of RM3. However, the number of Santa Clara County residents that commute across a bridge regularly must be tiny - perhaps a few from Palo Alto across the Dumbarton Bridge.

Lower income

It is almost certainly true that the average income of bridge toll payers is lower than the average for the nine counties, because bridge crossers can't afford to live on the same side of a bridge as their jobs or clients. This means that our least affluent residents are paying a tax to benefit the more affluent. Many of those are low income workers or small businesses that can least afford the additional cost.

Taxes lower income counties more than others

Residents of Alameda, Contra Costa, Napa, Solano, and Sonoma will pay much more of this \$4.5B than will residents of the more affluent Marin, Santa Clara, San Francisco, and San Mateo.

Very minor benefits to bridge toll payers

The 400,000 bridge toll payers will foot the entire bill for this \$4.5B package of 35 projects. But only 3 possibly provide direct benefits and only 9 others might optimistically provide small indirect benefits to these bridge toll payers.

For example: No commuter who crosses a bridge will ever benefit from improvement to or construction of BART to San Jose, SMART Extension, Capital Corridor, Caltrain Downtown Extension, Muni Fleet, the 680-880-262 improvement, and other projects that are long distances from any of the bridges.

Direct benefit to bridge toll payers: 17/Dumbarton, 18/101-92, 25/Richmond-San Rafael Bridge Access,

Indirect or minimal benefit to bridge toll payers: 2/Express Lanes, 3/Goods Movement, 4/Safe Routes, 5/Ferries, 11/Core Capacity, 12/AC Transit, 13/Transbay, 27/SR 29, 31/80 Transit,

No benefit to bridge toll payers: 1/BART Cars, 6/BART San Jose, 7/SMART, 8/Capital Corridor, 9/Caltrain DTX, 10/Muni Fleet, 11/Core Capacity, 14/Tri-

Valley, 15/Eastridge, 16/SJ Diridon, 19/680-4, 20/101-Marin, 21/80-680-12, 22/Freight Scales, 23/SR 37, 24/San Rafael Transit Center, 26/North Bay Transit, 28/Clipper, 29/680-880-262, 30/680-84, 32/Bryon-Vasco, 33/Vasco, 34/East Contra Costa Transit, 35/680.

Alternatives Solutions

A different tax - on all of us

If the 9-county Bay Area wants a comprehensive set of projects to address transportation and mass transit, then the 9 counties should pass a low percentage tax that applies to all residents and businesses in the 9 counties. Such a tax would be more difficult - but difficulty is not a justification for imposing a tax only on a selected minority of our residents.

21st-century solutions

Our 9 counties should be looking toward 21st century solutions to transportation, not towards \$4.5B of expensive patches to 20th-century problems. Some of these could eliminate the need for some of the RM3 35 projects.

One key solution that will occur within 10 years is on-demand carpooling self-driving minivans. People will finally leave their own cars at home because these minivans will provide the near-immediate availability and much lower cost. If the average ride sharing achieves 4 commuters, that could reduce commute-time traffic congestion by nearly 3/4 and lower each commuter's cost to less than 1/4 of owning and driving one's own car. Customers will also take these minivans for shopping, restaurants, shows, and other trips, to avoid the hassle and cost of driving and parking.

Other commute solutions that will get commuters out of their individual cars will or may also include: on-demand electric bicycles and scooters to and from transit stations; elevated pod tracks such as Ultra Global PRT; and suspended pod networks such as TransitX and SkyTran.

Thank you for your consideration.

Mike Forster



From: [Maurice Rivers](#)
To: [MTC Info](#)
Subject: \$1 Fare Hike For Bay Area Bridge Tolls (Protest Letter)
Date: Wednesday, November 28, 2018 6:37:54 PM

As a concerned private citizen and informed voter, I am writing to express my letter of indignation and opposition to the proposed fare hike for Bay Area bridge tolls.

It is totally ridiculous and outrageous that you, the Metropolitan Transportation Commission, thinks this is a good idea to consistently raise the fare by \$1 in 2018, 2022 and 2025, respectively. The Bay Area is one of the most expensive housing markets in the United States, and one of the most economically-polarized: the tech industry has upset the balance, and created an environment of extreme wealth and extreme poverty. We are living in dystopian times, where the homeless populations of San Francisco, Oakland and San Jose continue to grow at an alarming rate. How do you justify charging people almost \$10 just to cross the bridge on their morning commute?

And not only single car drivers, but motorcycles and carpoolers as well? So now what incentive do carpoolers have to travel together if they're getting charged the same price, anyway? A sensible person understands that maintenance is required for a structure that is used daily by thousands of motorists, but one can also argue that you are "robbing Peter to pay Paul": a reference to your inflated salaries, and the damage from the rusted anchor bolts on the East Bay span of the Bay Bridge. Where is the money actually going?

By raising the fare every few years, you are giving drivers the options to skip cars altogether and take public transit, thus resulting in less money taken at the toll booths. Please do not punish carpoolers: they are already sacrificing, and making an effort to reduce the carbon footprint from multiple cars going the same way. Please do not punish drivers, who are often working-class and driving to low-wage jobs in San Francisco to support themselves and/or families. It's easy to make rash decisions for other people, when your own pockets are not being pinched.

Listen to the people, find the waste in your department, correct it, and do NOT pass this tax onto the shoulders of over-burdened drivers and carpoolers.

--

Maurice Rivers

[REDACTED]

From: [Cassandra Flynn](#)
To: [MTC Info](#)
Subject: Toll increase
Date: Monday, December 03, 2018 12:30:47 PM

Hello,

I am a frequent traveler of the carquinez bridge due to working in Solano county
From contra costa. This toll increase would SIGNIFICANTLY affect my ability to even afford to travel to work
every day. Please consider those who are already struggling to make ends meet, and pass bridge toll every single day
to get to work and make it happen. This will be effecting many hard working Americans who are trying to survive.

Thank you.
Cassandra

From: [Bobby Lee](#)
To: [MTC Info](#)
Subject: Public Comment/Question for BATA - Toll Schedule Increase
Date: Thursday, November 29, 2018 1:37:26 PM

Dear BATA,

I'm writing in regards to your most recent agenda item, the BATA Toll Schedule Increase (effective January 1, 2019).

Has BATA ever considered implementing a separate toll schedule for motorcycles and scooters, with half or lower priced tolls (as compared to 2-axle automobiles) all day long?

Currently, motorcycles are charged the same toll the same as 2-axle automobiles in the published toll schedule, only enjoying lowered tolls in the HOV lane during commute periods. Yet, motorcycles and scooters take up less physical space on the bridge and have a lowered impact on the roadway infrastructure. Further, they do not significantly add to congestion and can actually maximize total people throughput on bridges at all times of the day.

Encouraging motorcycle use on bridges at all times of the day can be a powerful congestion busting measure, allowing the MTC/BATA to more effectively utilize existing roadway space. If MTC/BATA hasn't already, I urge you to consider implementing a new/separate toll schedule with lower all-day tolls for motorcycles and scooters.

Thanks.

-Bobby

Attachment B

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 128

This resolution adopts the toll schedule for the state-owned toll bridges in the Bay Area.

Discussion of this action is contained in the Executive Director's Memorandum to BATA, dated November 21, 2018 and the Deputy Executive Director's Memorandum to the BATA Oversight Committee, dated December 5, 2018.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

RE: Toll Schedule for the State Owned Toll Bridges in the Bay Area

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 128

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 *et seq.* of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge (the “Bridge System”); and

WHEREAS, pursuant to Section 30923 of the Code a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Authority adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, in accordance with subsection (c)(1) of Section 30916 of the California Streets and Highways Code (the “Code”), the Authority may, beginning six months after the election approving Regional Measure 3, phase in the toll increase over a period of time; and

WHEREAS, in accordance with subsection (d) of Section 30916 of the Code, prior to adopting the toll schedule reflecting the increased toll charges authorized by Regional Measure 3, a public hearing was held during the Authority's meeting on November 28, 2018, and the Authority received and reviewed public comments; and

WHEREAS, in accordance with subsections (c) and (d) of Section 30918 of the Code, the Authority's toll structure for the Bridge System may vary from bridge to bridge and may include discounts for vehicles classified by the Authority as high-occupancy vehicles, notwithstanding any other law; and

WHEREAS, in accordance with subsection (c)(2) of Section 30918 of the Code, the Authority shall provide a 50-percent discount on the amount of the toll increase approved by Regional Measure 3 on the second bridge crossing for those commuters using a two-axle vehicle who pay tolls electronically or through other noncash methods and who cross two bridges specified in Section 30910 of the Code during commute hours (the "Regional Measure 3 Toll Discount"); and

WHEREAS, based on the foregoing, the Authority shall phase in the toll increases approved pursuant to Regional Measure 3 over a period of time, as specified in the adopted toll schedule; now, therefore, be it

RESOLVED, that the Authority finds that the foregoing recitals are true and correct; and be it further

RESOLVED, that pursuant to subsections (c) and (d) of Section 30918 of the Code, the Authority hereby classifies the following as high-occupancy vehicles for the purpose of the Authority's toll schedule: (1) two-axle vehicles (without trailer(s)) carrying three or more persons; (2) two-axle vehicles (without trailer(s)) carrying two or more persons crossing the Dumbarton Bridge or the San Mateo Bridge; (3) two-axle vehicles (without trailers(s)) designed by the

manufacturer to be occupied by no more than two persons, carrying two persons; and (4) motorcycles; and be it further

RESOLVED, that the Authority hereby adopts the attached toll schedule, effective on January 1, 2019 and that the toll schedule previously adopted by the Authority pursuant to Resolution No. 90 remains effective until superseded pursuant to this Resolution on January 1, 2019; and be it further

RESOLVED, that the Chair of the Authority, the Vice Chair of the Authority, the Executive Director, the Chief Financial Officer, and other appropriate officers of the Authority, be and they are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all certificates, documents, amendments, instructions, orders, representations and requests, and to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, to implement the toll schedule adopted in this Resolution and otherwise effectuate the actions that the Authority has approved in this Resolution; and be it further

RESOLVED, that this Resolution shall take effect from and after its adoption.

BAY AREA TOLL AUTHORITY

Jake Mackenzie, Chair

The above resolution was entered into by the
Bay Area Toll Authority at a regular meeting
of the Authority held in San Francisco,
California, on December 19, 2018

Attachment A

BATA Resolution No. 128

**BAY AREA TOLL AUTHORITY
TOLL SCHEDULE FOR TOLL BRIDGES
(EFFECTIVE JANUARY 1, 2019)**

BRIDGES AND TOLLS

• **2 AXLE VEHICLES**

- Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, and San Mateo-Hayward Bridge
 - Effective January 1, 2019 through December 31, 2021:
 - 2 axle vehicles— regular toll: \$6.00
 - Effective January 1, 2022 through December 31, 2024:
 - 2 axle vehicles— regular toll: \$7.00
 - Effective January 1, 2025:
 - 2 axle vehicles— regular toll: \$8.00
- San Francisco-Oakland Bay Bridge
 - Effective January 1, 2019 through December 31, 2021:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$5.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$7.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday— regular toll: \$6.00
 - Effective January 1, 2022 through December 31, 2024:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$6.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$8.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday— regular toll: \$7.00

- Effective January 1, 2025:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$7.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$9.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday—regular toll: \$8.00

- **MULTI-AXLE VEHICLES**

- All Bridges

- Effective January 1, 2019 through December 31, 2021:

3 axles	\$16.00
4 axles	\$21.00
5 axles	\$26.00
6 axles	\$31.00
7 axles or more	\$36.00

- Effective January 1, 2022 through December 31, 2024:

3 axles	\$17.00
4 axles	\$22.00
5 axles	\$27.00
6 axles	\$32.00
7 axles or more	\$37.00

- Effective January 1, 2025:

3 axles	\$18.00
4 axles	\$23.00
5 axles	\$28.00
6 axles	\$33.00
7 axles or more	\$38.00

- Toll is based on the total number of axles on the roadway in a vehicle combination. Tolls that vary by time of day are determined by the time clock or time keeping device at the toll collection point.
 - Motorcycles are classified as 2 axle vehicles.
 - Tolls are collected eastbound only on Antioch Bridge, Benicia-Martinez Bridge, and Carquinez Bridge and westbound only on Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge, and San Mateo-Hayward Bridge.

FASTRAK[®] ELECTRONIC TOLL COLLECTION

- Payment of tolls on the bridges can be made electronically using FasTrak[®].
- For information about FasTrak[®], go to www.511.org or call the FasTrak[®] Customer Service Center at 877-BAY-TOLL (877-229-8655).

FASTRAK[®] ELECTRONIC TOLL COLLECTION REGIONAL MEASURE 3 TOLL DISCOUNT

All Bridges

- A vehicle crossing more than one bridge on the same calendar day during commute hours is eligible for the Regional Measure 3 (RM3) toll discount as follows:
 - If a single tolled bridge crossing (referred to herein as a “trip”) occurs during the morning commute hours and then one or more trips occur during the afternoon commute hours, the vehicle will receive a discount on the second trip (i.e. the first trip during afternoon commute hours) for that day.
 - If two or more tolled trips for a vehicle occur during the morning commute hours, the discount will be given to the second trip only.
 - If two or more tolled trips for a vehicle occur during the afternoon commute hours, the discount will be given to the second trip only.
 - A maximum of one morning discount and one afternoon discount can be applied to the same vehicle for the day.
- Commute hours are Monday through Friday
 - Morning commute hours are 5 a.m. through 10 a.m.
 - Afternoon commute hours are 3 p.m. through 7 p.m.
- Applies to 2-axle vehicles only.
- Trips must be on any of the following State-owned bridges: Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge and San Mateo-Hayward Bridge.
- Tolls from both trips must be collected using the FasTrak[®] electronic toll collection system as follows:
 - Using the same vehicle license plate or the same transponder associated with a Bay Area FasTrak[®] account. Using the same vehicle license plate associated with a Bay Area license plate image based account (i.e. License Plate Account, One Time Payment Account)
 - Tolls paid using cash are excluded from being considered as the first or second

trip for the purpose of receiving the RM3 toll discount.

- The discount is not eligible for FasTrak[®] account holders registered with toll operating agencies outside of the San Francisco Bay Area.
- The RM3 toll discount applies to the toll incurred on the second trip. The amount of the discount is based on the toll rate of the second trip alone. The amount paid for the toll for the first trip has no bearing on the amount of the discount on the toll for the second trip.
- If the second trip is a full fare toll, the RM3 toll discount amount will be:
 - Effective January 1, 2019 through December 31, 2021: \$0.50
 - Effective January 1, 2022 through December 31, 2024: \$1.00
 - Effective January 1, 2025: \$1.50
- If the second trip is a carpool discounted toll, the RM3 toll discount amount will be:
 - Effective January 1, 2019 through December 31, 2021: \$0.25
 - Effective January 1, 2022 through December 31, 2024: \$0.50
 - Effective January 1, 2025: \$0.75

COMMUTE BUSES AND VANPOOL VEHICLES

- A commute bus or a vanpool vehicle may cross toll-free at any time in designated lane(s), in accordance with Authority operational procedures. Passage through staffed lanes requires a toll-free commute bus ticket or non-revenue FasTrak[®] toll tag issued by the Authority, or an axle-based toll will be charged.
- A commute bus is a vehicle that is:
 - (1) designed, used or maintained for the transportation of more than 10 persons including the driver;
 - (2) operated across a state-owned toll bridge on a route commencing and terminating within a radius of 50 miles from the toll collection point of such bridge; and
 - (3) operated on a regular schedule for any municipal or public corporation, transit district, public utility district, political subdivision or private company for the nonprofit work-related transportation of its employees or by any transportation company operating under a certificate of public convenience and necessity issued by the California Public Utilities Commission.
- A vanpool vehicle is a vehicle that is operating under the provisions of current ridesharing laws and regulations, and designed for carrying more than 10 but not more than 15 persons including the driver, that is maintained and used primarily for the

nonprofit work-related transportation of persons for the purpose of ridesharing.

HIGH-OCCUPANCY VEHICLES

- The Bay Area Toll Authority grants reduced-rate passage on the above bridges for vehicles classified by it as high-occupancy vehicles that use FasTrak® to pay the toll.
 - The reduced rate is as follows:
 - Effective January 1, 2019 through December 31, 2021: \$3.00
 - Effective January 1, 2022 through December 31, 2024: \$3.50
 - Effective January 1, 2025: \$4.00
- The reduced rate applies only as follows: between 5 a.m. and 10 a.m. Monday through Friday and between 3 p.m. and 7 p.m. Monday through Friday on all bridges.
- The following vehicles are classified as high-occupancy vehicles:
 - (1) Two-axle vehicles (without trailer(s)) carrying three or more persons;
 - (2) Two-axle vehicles (without trailer(s)) carrying two or more persons crossing the Dumbarton Bridge or the San Mateo-Hayward Bridge; and
 - (3) Two-axle vehicles (without trailers(s)) designed by the manufacturer to be occupied by no more than two persons, carrying two persons.
 - (4) Motorcycles.
- Tolls that vary by time of day are determined by the time clock or time keeping device at the toll collection point.
- To qualify, high-occupancy vehicles are required to use designated carpool lanes.
- If designated staffed lanes are provided for use by high-occupancy vehicles on any bridge, the high-occupancy vehicles must make cash payment of the reduced-rate passage toll in those lanes.
- So long as it is permitted by law, hybrid vehicles displaying an eligible sticker issued by the California Department of Motor Vehicles may use the carpool lanes on the bridges during designated carpool hours at the reduced rate for carpools.

INHERENTLY-LOW-EMISSION VEHICLES

- The Bay Area Toll Authority grants reduced rate passage on the above bridges to inherently-low-emission vehicles with DMV-issued decals, such as electric cars, that use FasTrak® to pay the toll.
- The reduced rate is the same as the reduced rate for high-occupancy vehicles and applies only during the hours when the reduced rate applies to high-occupancy vehicles.

PEDESTRIANS AND BICYCLISTS

- Any bridge that has lanes or pathways designated for pedestrian or bicycle use may be crossed toll-free by pedestrians and bicyclists in those lanes or pathways in accordance with Authority operational procedures.

VEHICLE DEFINITIONS FOR BRIDGE TOLL ASSESSMENT

- "Motorcycle" means any motor vehicle having a seat or saddle for the use of the rider, with up to four wheels in contact with the roadway, two of which are a functional part of a sidecar.
- "Seating capacity"- if individual seats are provided, the number of such seats shall be used in determining the seating capacity. If individual seats are not used, seating capacity shall be determined on the basis of 17 inches of seat width per person.
- "Vehicle combination" shall include any combination of motor-driven and drawn vehicle(s). Toll assessment will be based on the total number of axles on the roadway in the total combination.
- "Trailer" means any vehicle, including semi-trailer, designed for carrying persons or property and for being drawn by a motor vehicle.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 129

This resolution approves escrow arrangements relating to certain bridge toll revenues to be collected beginning January 1, 2019, including a form of escrow agreement for the purpose of establishing and administering an escrow account for such purposes.

Discussion of this action is contained in the Executive Director's Memorandum to BATA, dated November 21, 2018 and the Deputy Executive Director's Memorandum to the BATA Oversight Committee, dated December 5, 2018.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

RE: Escrow Arrangements for Toll Bridge Revenues

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 129

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 *et seq.* of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge (the “Bridge System”); and

WHEREAS, in 2017, Senate Bill 595 (“Senate Bill 595”) amended certain sections of the Code, and, pursuant to Section 30923 of the Code as amended, a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025 (the “SB 595 Increases”), for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (collectively, “Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Authority adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, pursuant to Section 30916(c)(1) of the Code, the Authority has approved a new toll schedule, effective as of January 1, 2019, that includes a one dollar (\$1.00) toll increase; and

WHEREAS, on July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action, entitled *Howard Jarvis Taxpayers Assn., Et al. v. The Bay Area Toll Authority, Et al.*, No. CGC-18-567860 (Cal. Super. Ct. filed July 5, 2018) (the “Validation Action”), seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3; and

WHEREAS, on August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action, entitled *Randall Whitney v. Metropolitan Transportation Commission*, No. CPF-18-516276 (Cal. Super. Ct. filed Aug. 3, 2018) (together with the Validation Action, the “RM3 Challenges”), asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval; and

WHEREAS, the Authority disagrees with the allegations of the respective plaintiffs’ and their characterizations of Senate Bill 595 and Regional Measure 3 in the RM3 Challenges; and

WHEREAS, to avoid any doubt or uncertainty in connection with the collection of the SB 595 Increases while the RM3 Challenges are pending, the Authority now desires to establish an escrow account (the “Escrow Account”) with an escrow agent (the “Escrow Agent”) for the purpose of depositing proceeds of such SB 595 Increases collected by the Authority, such amounts to be held in the Escrow Account until each of the RM3 Challenges has reached a final, non-appealable resolution and further action consistent with such final, non-appealable resolutions is taken by this Board; and

WHEREAS, the Authority now desires to enter into an Escrow Agreement, dated as of January 1, 2019 (the “Escrow Agreement”), with MUFG Union Bank, N.A., as Escrow Agent, to administer the Escrow Account and to hold, invest and distribute the proceeds of such Regional Measure 3 bridge toll revenues as provided therein; now, therefore, be it

RESOLVED, that the Authority finds that the foregoing recitals are true and correct; and be it further

RESOLVED, that the Authority hereby authorizes the execution of the Escrow Agreement, in substantially the form attached hereto as Attachment A, with such additions thereto or changes therein as the Executive Director or the Chief Financial Officer executing the same, with the advice of General Counsel to the Authority, may require or approve (the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Escrow Agreement); and be it further

RESOLVED, that the Executive Director, the Chief Financial Officer, and other appropriate officers of the Authority, be and they are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all certificates, documents, amendments, instructions, orders, representations and requests, and to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, to establish and fund the Escrow Account that the Authority has approved in this Resolution and to carry out, consummate and perform the duties of the Authority set forth in the Escrow Agreement and all other documents executed in connection with the Escrow Account, including to provide for substitute or successor escrow agents; and be it further

RESOLVED, that this Resolution shall take effect from and after its adoption.

BAY AREA TOLL AUTHORITY

Jake Mackenzie, Chair

The above resolution was entered into by the
Bay Area Toll Authority at a regular meeting of
the Authority held in San Francisco, California,
on December 19, 2018

Attachment A

BATA Resolution No. 129

ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated as of [January 1], 2019 (the “Escrow Agreement”) between the BAY AREA TOLL AUTHORITY, a public entity duly existing under the laws of the State of California (the “Authority”) and MUFG UNION BANK, N.A., a national banking association duly organized and existing under the laws of the United States of America, as escrow agent (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 et seq. of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area (the “Bridge System”); and

WHEREAS, in 2017, Senate Bill 595 (“Senate Bill 595”) amended certain sections of the Code, and, pursuant to Section 30923 of the Code as amended, a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025 (the “SB 595 Increases”), for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (collectively, “Regional Measure 3”); and

WHEREAS, a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, pursuant to Section 30916(c)(1) of the Code, the Authority has approved a new toll schedule, effective as of January 1, 2019, that includes a one dollar (\$1.00) toll increase; and

WHEREAS, on July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action, entitled *Howard Jarvis Taxpayers Assn., Et al. v. The Bay Area Toll Authority, Et al.*, No. CGC-18-567860 (Cal. Super. Ct. filed July 5, 2018) (the “Validation Action”), seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3; and

WHEREAS, on August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action,

entitled *Randall Whitney v. Metropolitan Transportation Commission*, No. CPF-18-516276 (Cal. Super. Ct. filed Aug. 3, 2018) (together with the Validation Action, the “RM3 Challenges”), asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval; and

WHEREAS, the Authority disagrees with the allegations of the respective plaintiffs’ and their characterizations of Senate Bill 595 and Regional Measure 3 in the RM3 Challenges; and

WHEREAS, to avoid any doubt or uncertainty in connection with the collection of the SB 595 Increases while the RM3 Challenges are pending, the Authority intends to establish an Escrow Account (as defined herein) with the Escrow Agent for the purpose of depositing proceeds of such SB 595 Increases collected by the Authority until each of the RM3 Challenges has reached a final, non-appealable resolution; and

WHEREAS, the Authority intends to deposit such SB 595 Increases from time to time in the Escrow Account created hereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1 Appointment of Escrow Agent. The Authority hereby appoints the Escrow Agent to act as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

Section 2 Establishment of Escrow Account. The Escrow Agent will open and maintain an escrow account on the terms and conditions set forth herein (the “Escrow Account”). The Escrow Funds (as defined below) held in the Escrow Account will not bear interest independently of the interest, dividends and other distributions and payments that may arise from Permitted Investments (as defined below) made pursuant to Section 5 hereof.

Section 3 Wire Instructions. Wire transfer instructions for sending the Escrow Funds, as hereinafter defined, to the Escrow Agent are set forth in Schedule III.

Section 4 Deposits into the Escrow Account. The Authority will from time to time make deposits with the Escrow Agent of revenues derived from the SB 595 Increases collected pursuant to the Code (the “Escrow Funds”), which Escrow Funds will be held by the Escrow Agent under the terms and conditions set forth herein. The Escrow Funds, plus all interest, dividends and other distributions and payments thereon received by the Escrow Agent from time to time, less any property distributed and/or disbursed in accordance with this Escrow Agreement, from time to time are collectively referred to hereinafter as the “Escrow Property”. The Escrow Agent will have no duty to solicit delivery of the Escrow Funds. For purposes of this Escrow Agreement “Business Day” will mean any day MUFG Union Bank, N.A. is open for business at the address set forth herein, excluding Saturdays and Sundays.

Section 5 Investment of the Escrow Property.

(a) As soon as practicable after the receipt thereof, the Escrow Agent will cause the Escrow Property to be invested in such Permitted Investments (as defined below) as the Authority may specify in writing from time to time. During the term of this Escrow Agreement, the Authority will bear and retain the sole responsibility for the selection of the investments of the Escrow Property and all risks from any such investments.

(b) “Permitted Investments” shall have the meaning ascribed to such term in that certain Master Indenture, dated as of May 1, 2001, by and between the Authority and MUFG Union Bank, N.A., as trustee, as it has been, and may in the future be, amended from time to time.

(c) If the Escrow Agent does not receive written instructions for the Escrow Property, the Escrow Property shall remain uninvested with no liability for interest therein. The Escrow Agent will have no obligation to cause the Escrow Property to be invested on the day of deposit if the Escrow Property or instructions are not delivered to the Escrow Agent within a reasonable amount of time prior to the applicable cut-off time for any Permitted Investment. In any event, instructions received after 10:30 a.m. Pacific Time / 1:30 p.m. Eastern Time will be treated as if received on the following Business Day and the Escrow Property will be invested pursuant to those instructions on such day. The Escrow Agent will have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property. Any interest or other income received on such investment and reinvestment of the Escrow Property will become part of the Escrow Property and losses incurred on such investment and reinvestment of the Escrow Property will be reflected in the value of the Escrow Property from time to time. Notwithstanding any other provision herein, the Escrow Agent will have the power to sell or liquidate the foregoing investments whenever the Escrow Agent is required to release all or any portion of the Escrow Property pursuant to this Escrow Agreement. In no event will the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

Section 6 Distribution of the Escrow Property. The Escrow Agent will hold the Escrow Property in its possession and disburse the Escrow Property or any specified portion thereof only as follows:

(a) From time to time and at least three (3) Business Days prior to any requested disbursement from the Escrow Account, the Authority will deliver a written notice signed by [two or more] authorized persons as set forth on Schedule I attached hereto (“Authorized Representative”) stating that the governing board of the Authority, being satisfied with the resolution of the RM3 Challenges, has authorized the disbursement of all or a portion of the Escrow Property as specified in such notice and instructing the Escrow Agent to make such distribution (the “Disbursement Instruction”). The Escrow Agent will and is hereby authorized to withdraw and pay said disbursement as specified in a Disbursement Instruction. The Escrow Agent will act upon a Disbursement Instruction received pursuant to Section 11 hereunder and will rely upon the content in the Disbursement Instruction without making further inquiry and will assume due execution thereof and the truth and correctness of any information or statement contained therein.

Further, the Escrow Agent will, subject to successful telephone call-back to an Authorized Representative, rely upon the signatures thereon of Authorized Representatives regardless of by whom or by what means the actual or purported signature(s) thereon may have been affixed thereto if such signature(s) resemble the specimen on Schedule I attached hereto or as provided to the Escrow Agent from time to time. The Escrow Agent will incur no liability to the Authority or otherwise for having acted in accordance with instructions on which it is authorized to rely pursuant to the provisions hereof.

(b) All payments of the Escrow Property will be effected by wire transfer in immediately available funds.

Section 7 Compensation of Escrow Agent. The Escrow Agent will be entitled to receive payment from the Authority for fees, costs and expenses for all services rendered by the Escrow Agent hereunder in accordance with Schedule II to this Escrow Agreement. The Authority will reimburse the Escrow Agent on demand for all losses, liabilities, damages, disbursements, advances or expenses paid or incurred by the Escrow Agent in the administration of its duties hereunder, including, but not limited to, all counsel, advisor and agent fees and disbursements. At all times, the Escrow Agent will have a right of set off and first lien upon the Escrow Account for payment of customary fees, costs and expenses and all such losses, liabilities, damages or expenses from time to time. Such fees, costs and expenses will be paid from the Escrow Property to the extent not otherwise paid hereunder and the Escrow Agent may sell, convey or otherwise dispose of any Escrow Property for such purpose.

Section 8 Resignation or Removal of Escrow Agent.

(a) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice thirty (30) calendar days prior to such resignation to the Authority as provided in this Section. The Authority may remove the Escrow Agent at any time by giving written notice signed by the Authority's Authorized Representative at least thirty (30) calendar days prior to such removal to the Escrow Agent. Following such resignation or removal, a successor escrow agent will be appointed by the Authority, who will provide written notice of such to the resigning or removed Escrow Agent. Such successor escrow agent will become the Escrow Agent hereunder, and all Escrow Property will be transferred to it upon the resignation or removal date specified in such notice. If the Authority is unable to appoint a successor escrow agent within thirty (30) calendar days after such notice, the Escrow Agent may, in its sole discretion, deliver the Escrow Property to the Authority at the address provided herein or may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including but not limited to its attorney fees and expenses) incurred by the Escrow Agent in connection with such proceeding will be paid by the Authority. On the resignation/removal date and after receipt of the identity of the successor escrow agent, the Escrow Agent will either deliver and/or disburse the Escrow Property then held hereunder to the successor escrow agent, less the Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent. Upon its resignation or removal and delivery and/or disbursement of the Escrow Property in its entirety as set forth in this Section, the Escrow Agent will be discharged of and

from any and all future obligations arising in connection with the Escrow Property or this Escrow Agreement.

Section 9 Indemnification of Escrow Agent. The Authority agrees to indemnify and hold the Escrow Agent harmless against any and all liabilities, losses, claims, damages or expenses, including reasonable attorney's fees, that the Escrow Agent may incur by reason of or based upon its actions under this Escrow Agreement other than as a result of the negligence or willful misconduct of the Escrow Agent.

Section 10 Rights, Duties and Immunities of Escrow Agent. Acceptance by the Escrow Agent of its duties under this Escrow Agreement is subject to the following terms and conditions, which all parties to this Escrow Agreement hereby agree will govern and control the rights, duties and immunities of the Escrow Agent.

(a) General Duties. The duties and obligations of the Escrow Agent will be determined solely by the express provisions of this Escrow Agreement and the Escrow Agent will not be liable except for the performance of such duties and obligations. Escrow Agent is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Escrow Agreement may arise. The Escrow Agent will not be under any liability to the Authority by reason of any failure on the part of the Authority or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such party's obligations under any such document. The Escrow Agent will not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose. The Escrow Agent may establish additional accounts or subaccounts within the Escrow Funds as the Escrow Agent shall deem necessary and prudent in furtherance of its duties under this Escrow Agreement upon written notification to the Authority.

(b) Escrow Agent Funds. The Escrow Agent will not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(c) Validity of Communications to Escrow Agent. Except for comparisons with the signature specimen provided by the parties in Schedule I, the Escrow Agent will not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of persons executing or delivering any such notice, direction, instruction, instrument, document, or other items delivered to it by such party or parties. The Escrow Agent is authorized to comply with and rely upon any notice, direction, instruction or other communication believed by it to have been sent or given by the Authority and will be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Escrow Agreement.

(d) No Fiduciary Relationship. This Escrow Agreement will not be deemed to create a fiduciary relationship among the parties hereto under state or federal law.

(e) Judicial, Regulatory or Governmental Acts. If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited

to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), the Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent will not be liable to the Authority or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(f) Liability. The Escrow Agent will not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of negligence or willful misconduct on its part. In no event will the Escrow Agent be liable (i) for acting in accordance with or relying upon any instructions on which it is authorized to rely pursuant to the provisions hereof, (ii) for any consequential, punitive or special damages, or (iii) for an amount in excess of the value of the Escrow Property, valued as of the date of loss.

(g) Ambiguity or Uncertainty. If any ambiguity or uncertainty should arise hereunder or in any notice or other communication received by the Escrow Agent, the Escrow Agent is hereby authorized by the Authority to refrain from taking any action other than to retain possession of the Escrow Property, unless the Escrow Agent receives a written instruction, signed by an Authorized Representative of the Authority, which eliminates such ambiguity or uncertainty.

(h) Legal Counsel. The Escrow Agent may consult with legal counsel of its own choosing, at the expense of the Authority, as to any matter relating to this Escrow Agreement and the Escrow Agent will incur no liability and will be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(i) Conflicting Claim. If any dispute or conflicting claim should arise with respect to the payment, ownership or right of possession of the Escrow Account or the Escrow Property, the Escrow Agent will be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. The Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its own gross negligence or willful misconduct, all or any part of the Escrow Property until such dispute will have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to the Escrow Agent in writing by the parties to the dispute or their authorized representatives and setting forth the resolution of the dispute). The Escrow Agent will be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of the Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

(j) Force Majeure. The Escrow Agent will not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, natural catastrophes, civil or military

disturbances, loss or malfunctions of utilities, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility).

(k) Electronic Communication. When the Escrow Agent acts on any communication (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by electronic transmission, the Escrow Agent, absent negligence or willful misconduct, will not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). The Escrow Agent, absent negligence or willful misconduct, will not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(l) Statements. The Escrow Agent will furnish to the Authority periodic cash transaction statements which include detail for all investment transactions effected by the Escrow Agent or brokers selected by the Authority or any investment advisor. Upon the Authority's election, such statements will be delivered via the Escrow Agent's Online Trust and Custody service and upon electing such service, paper statements will be provided only upon request. Statements will be deemed to be correct and final upon receipt thereof by the Authority unless the Authority notifies the Escrow Agent in writing to the contrary within thirty (30) Business Days of the date of such statement. The Authority agrees and acknowledges that it will be deemed to have been "furnished", "delivered" and/or "in receipt" of a statement at the earlier of: (a) five (5) calendar days after it is mailed to the Authority via U.S. Postal Service; (b) the Authority actually receives it; or (c) the Escrow Agent makes it available via electronic means. Also, for purposes of this Escrow Agreement, the words "delivered" includes, but is not limited to, statements returned to the Escrow Agent as a result of a bad mailing address. If statements are returned due to error outside of the Escrow Agent, the Authority agrees that: (a) the Escrow Agent may hold all future statements until the mailing address is properly updated in the records of the Escrow Agent; (b) returned and held statements will be held by the Escrow Agent for thirty (30) calendar days from the date of receipt by the Escrow Agent of the returned statement and/or date the statement was generated by the Escrow Agent; and (c) the Escrow Agent is authorized to destroy returned and held paper statements after sixty (60) calendar days have elapsed from the date of receipt by the Escrow Agent of the returned statement and/or date the statement was generated by the Escrow Agent. The Authority agrees that its obligation to review statements within the required time frame is not excused in the event the Escrow Agent holds and/or destroys any returned or held paper statement pursuant to this Escrow Agreement. The Authority waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(m) [Reserved].

(n) Confidentiality. All non-public information and advice furnished by any party to the Escrow Agent shall be treated as confidential and will not be disclosed to third parties unless required by law, except that the Escrow Agent may disclose (a) the identity of the Authority as a client or client reference of the Escrow Agent; (b) any information required to be disclosed to any government regulator of the Escrow Agent or its affiliates; and (c) any information to the Escrow Agent's affiliated entities and product and service providers to the extent necessary to provide the financial products and services under this Escrow Agreement.

Section 11 Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Escrow Agreement must be in writing, signed by the party's Authorized Representative and sent by: (i) personal delivery, overnight delivery by a recognized courier or delivery service, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) electronic transmission, which includes fax machine, email with an imaged or scanned attachment (such as a .pdf) or other similar electronic transmission, (receipt confirmed); and become effective when delivered to the addresses noted below or such other address as may be substituted therefor by written notification by the proper party's Authorized Representative. Unless otherwise provided herein, when "written," "writing" or similar termed language is used in this Escrow Agreement in regards to correspondence, communications, or instructions to the Escrow Agent, such will refer to both paper and electronic forms such as e-mails, faxes, digital images and copies, and electronic notices capable of being stored and printed. Notices to the Escrow Agent will be deemed to be effective when actually received by the Escrow Agent's Corporate Trust Department.

If to the Authority:

Bay Area Toll Authority
375 Beale Street, Suite 800
San Francisco, California 94105
Attention: Chief Financial Officer
Telephone No.: (415) 778-6730
Facsimile No.: (415) 536-9815

If to Escrow Agent, to:

[MUFG Union Bank, N.A.
350 California Street, 15th Floor
San Francisco, California 94104
Attention: Corporate Trust Department
Telephone No.: (415) 273-2515
Facsimile No.: (415) 273-2492
Email: CashControlGroup-LosAngeles @unionbank.com][*Note: MUFG to confirm.*]

With a copy to:

[Accountadministration-corporatetrust@unionbank.com][Note: MUFG to confirm.]

If the Escrow Agent receives notices or information other than as required by this Escrow Agreement, the Escrow Agent will disregard such information.

Section 12 Wiring Instructions. If transfer instructions are given other than as set forth on Schedule III attached hereto, such instructions must be communicated to the Escrow Agent in a writing delivered pursuant to Section 11. The Escrow Agent will seek confirmation of such instructions by telephone call-back to an Authorized Representative, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representative so designated. The Escrow Agent and the Authority's bank with respect to any funds transfer will rely solely upon any account numbers or similar identifying numbers provided by the Authority to identify the Authority's bank. Payment will not be made to any party other than the Authority.

Without assuming any responsibility to make any such determination, if the Escrow Agent determines that any withholding (as provided in Section 21) applies to any fund transfer based on the withholding certificates (or lack thereof) or other information that the Escrow Agent obtains or has in its possession, the Escrow Agent shall withhold the taxes as applicable and shall not be obligated to increase any amount transferred or otherwise compensate the transfer's recipient for any amounts withheld.

Section 13 Termination. This Escrow Agreement will terminate on the date on which all the Escrow Property has been disbursed or returned pursuant to Section 6 or Section 8 of this Escrow Agreement.

Section 14 Continuing Obligations. The obligations under Sections 6 – 10, 15, and 18 – 23 hereof will survive the resignation or removal of the Escrow Agent, the termination of this Escrow Agreement and the payment of all amounts hereunder.

Section 15 Reserved.

Section 16 Counterparts. This Escrow Agreement and any amendments hereto may be executed in any number of counterparts each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument. Executed copies of this Escrow Agreement and any amendments hereto delivered pursuant to Section 11 above will be as effective as an original to bind the parties.

Section 17 Severability. The invalidity, illegality or unenforceability of any provision of this Escrow Agreement will in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions will not be affected thereby and will remain in full force and effect.

Section 18 Authorized Representative. The Authority hereby identifies to the Escrow Agent the officers, employees or agents designated on Schedule I attached hereto as Authorized Representatives with respect to any notice, certificate, instrument, demand, request, direction,

instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to the Escrow Agent. Such Schedule I may be amended and updated by written notice to the Escrow Agent. The Escrow Agent will be entitled to rely on such original or amended Schedule I with respect to the Authority until a new Schedule I is furnished by the Authority to the Escrow Agent.

Section 19 Governing Law. This Escrow Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 20 Jurisdiction. Each of the parties hereto hereby irrevocably agrees that any action, suit or proceedings against any of them by any of the other aforementioned parties with respect to this Escrow Agreement will be brought before the jurisdiction of any federal or state court of competent jurisdiction located in the City and County of San Francisco, California. Each party hereto further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by registered or certified mail, return receipt requested, in the manner provided for herein. Each party hereto hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on improper venue or forum non conveniens or any similar basis. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Escrow Agreement (each a "Claim"), the parties to this Escrow Agreement expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury.

Section 21 Tax Matters.

(a) Withholding Forms. (i) The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. The Authority will pay or reimburse the Escrow Agent upon request for any taxes relating to the Escrow Property incurred in connection herewith and will indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. [Any payments of income from this Escrow Account will be subject to withholding regulations then in force with respect to United States taxes. Due to the requirement that all escrow accounts have Taxpayer Identification Numbers documented by appropriate W-8 or W-9 forms, the Authority agrees to provide the appropriate form to the Escrow Agent, duly completed and signed by its Authorized Representative. The Authority acknowledges that failure to provide such forms may prevent or delay disbursement of the Escrow Property hereunder. The Authority agrees to submit new Forms W-8 or W-9 (as the case may be) should the jurisdiction of its domicile or residence change or any other change in circumstances make the applicable withholding tax consequence incorrect during the terms of this Escrow Agreement.]

(b) Tax Reporting. The Escrow Agent will report payments of income from the Escrow Account, and if required and applicable, of principal, to the Authority or other payment recipients on an annual basis as required by law, by providing the applicable IRS Form 1099 or Form 1042- S.

(c) Owner(s) of Income. For purposes of reporting the aggregate amount of income on the Escrow Property, the Authority will be considered owner of such income.

(d) Withholding. [Escrow Agent will withhold any taxes as and to the extent required by sections 1471 through 1474 of the Internal Revenue Code (“FATCA”), sections 1441 through 1464 of the Internal Revenue Code (“Chapter 3 withholding”) or any provision of the Internal Revenue Code and the regulations thereunder. In transferring any funds or payment to the Authority pursuant to this Escrow Agreement, the Escrow Agent will transfer the funds net of any FATCA, Chapter 3 withholding or other withholding taxes. The Escrow Agent will not be required to increase any payment in respect of which it withholds U.S. taxes or otherwise compensate the recipient of the payment for any amount so withheld. The Authority agrees to provide the Escrow Agent with information sufficient to identify the type of payment, allocation statement to each party and a certification of its Chapter 3 and Chapter 4 (FATCA) status and whether any U.S. withholding taxes (including but not limited to FATCA withholding taxes and Chapter 3 withholding taxes) apply to payments being made to any such payee. The Authority has the primary responsibility to determine the validity of Forms W-8 and W-9 obtained from the beneficiary of any payment and any applicable withholding tax consequence thereto. Notwithstanding any identification by the Authority of the type of payment or the rate of withholding applicable thereto, if the Escrow Agent determines that the payment is subject to withholding taxes, the Escrow Agent will withhold the applicable tax.

Section 22 USA PATRIOT Act. The Authority will use reasonable efforts to provide to the Escrow Agent such information as the Escrow Agent may reasonably require to permit the Escrow Agent to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001) and any other law, statute, regulation or regulation relating to prohibited practices.

Section 23 Miscellaneous.

(a) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy will not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder will not preclude the subsequent exercise of such right or remedy.

(b) This Escrow Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and will not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

(c) Each party hereby represents and warrants (i) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Escrow Agreement by the parties hereto does not and will not violate any applicable law or regulation.

(d) The headings contained in this Escrow Agreement are for convenience of reference only and will have no effect on the interpretation or operation hereof.

(e) Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by the Authority’s Authorized Representative and the Escrow

Agent, and no waiver of any provision hereof will be effective unless expressed in a writing signed by the Authority's Authorized Representative and the Escrow Agent.

(f) No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other party hereto.

(g) Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with the Authority or any further act on the part of the Authority except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

BAY AREA TOLL AUTHORITY

By: _____
Executive Director

Countersigned:

Secretary

MUFG UNION BANK, N. A.,
as Escrow Agent

By: _____
Name:
Title:

SCHEDULE I

Escrow Account Signing Authority

Authorized Representative(s) of the Bay Area Toll Authority

[Note: BATA to confirm signatories.]

Signature:	_____	Signature:	_____
Print:	Steve Heminger	Print:	Brian Mayhew
Title:	Executive Director	Title:	Chief Financial Officer
Phone:	(415) 778-5210	Phone:	(415) 778-6730
Email:	sheminger@bayareametro.gov	Email:	bmayhew@bayareametro.gov

Certification: The undersigned certifies that each of the individuals listed above is an authorized representative of the Bay Area Toll Authority with respect to any instruction or other action to be taken in connection with the Escrow Agreement and MUFG Union Bank, N.A. will be entitled to rely on such list until a new list is furnished to MUFG Union Bank, N.A. The undersigned further certifies that he or she is duly authorized to sign this Escrow Account Signing Authority.

Signature: _____ **
Name: Rosy Levya
Title: Secretary to the Governing
Board
Date: December [1], 2018

** To be signed by corporate secretary/assistant secretary or other authorized officer, manager or authorized officer of manager not named above. When the secretary, or other authorized officer, manager or authorized officer of manager, is among those authorized above, there must be an additional verifying signature space provided below. For entities other than corporations, an authorized signatory not signing above should sign this Escrow Account Signing Authority.

Schedule II

ESCROW AGENT COMPENSATION

SCHEDULE III

Wire Instructions:

[Note: BATA & MUFG to confirm wire details.]

If to the Bay Area Toll Authority:

ABA No.:

Bank Name:

Account No.:

Account Name:

Reference:

If to the Escrow Agent:

ABA: 122000496

Bank Name: MUFG Union Bank, N.A.

Account No.: [37130196431]

Account Name: [TRUSDG]

For Further Credit: [to be provided]

Attention: [_____]



Metropolitan Transportation Commission

375 Beale Street, Suite 800
San Francisco, CA 94105

Legislation Details (With Text)

File #:	18-1052	Version:	1	Name:	
Type:	Resolution	Status:		Authority Approval	
File created:	11/16/2018	In control:		Bay Area Toll Authority Oversight Committee	
On agenda:	12/12/2018	Final action:			
Title:	Schedule for Implementing All-Electric Tolling / Open Road Tolling on State-Owned Bridges				
	A request for the Committee to approve a schedule for implementing an all-electric tolling system and open road tolling on state-owned bridges.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	5b_AET_Implementation_Schedule.pdf				

Date	Ver.	Action By	Action	Result
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Subject:

Schedule for Implementing All-Electric Tolling / Open Road Tolling on State-Owned Bridges

A request for the Committee to approve a schedule for implementing an all-electric tolling system and open road tolling on state-owned bridges.

Presenter:

Jeff Gerbracht / Andrew Fremier

Recommended Action:

Committee Approval



BAY AREA TOLL AUTHORITY
 Bay Area Metro Center
 375 Beale Street
 San Francisco, CA 94105
 TEL 415.778.6700
 WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee

DATE: December 5, 2018

FR: Deputy Executive Director, Operations

W. I. 1252

RE: Schedule for Implementing All-Electronic Tolling / Open Road Tolling on State-Owned Bridges

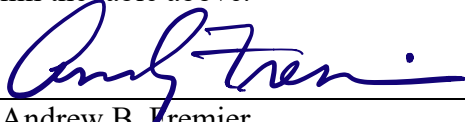
The Bay Area Toll Authority along with Caltrans, operates a mix of cash and electronic toll collection lanes at the seven state-owned toll bridges in the Bay Area. At the November 14th BATA Oversight Meeting, staff presented two options for converting manual toll operations to All Electronic Tolling (AET). Both options require supporting the transition of affected Caltrans employees, planning for an increased workload at the Regional Customer Service Center (RCSC), and investing substantial capital funds and staff resources toward project development. The expected benefits of converting to AET would result in more efficient tolling, increased safety, decreased vehicle delay, and lower vehicle emissions.

From the discussions that occurred at last month's meeting, the majority of Commissioners favored the Open Road Tolling (ORT) option for implementing AET, which involves the construction of new overhead gantries and the demolition of toll canopies along with the installation of a new tolling system. Sequencing the conversion of toll plazas should allow for some flexibility in choosing sites. Nevertheless, staff recommends implementation should begin at the Carquinez Toll Plaza because of safety concerns, available toll plaza space to allow for safe staging of construction activities, and the opportunity to repurpose the existing toll operations building. The second phase would likely include the Richmond-San Rafael and Dumbarton Bridges. The final bridge conversion would be the San Francisco-Oakland Bay Bridge due to its size and complexity. The schedule below contains the projects necessary to implement the ORT option at all the state-owned toll bridges, which is expected to cost \$55 million in BATA Rehabilitation Capital funds. We anticipate the conversion to AET/ORT can be implemented at the Carquinez Bridge by summer 2022.

Procurements/Approvals	Committee Action	Contract Finish Date	Deliverable(s)
BATA Rehab Budget Revision	Jan 2019	N/A	FY 18-19 Project Funds
Program Management Consultant	Mar 2019	Dec 2023	Oversight of Program
Environmental Consultant	Apr 2019	Dec 2020	PSR, Permits, PGE, COOP
Civil Design Consultant	May 2019	Dec 2021	PS&E package
Toll System Contractor	Jan 2020	Ongoing	Reduce toll system to 40 lanes
Construction Management	Mar 2020	Dec 2023	Oversight of Civil Projects
Civil Construction Contractor	May 2020	Dec 2023	Installation/Demolition
RCSC Change Order	TBD	Ongoing	Update RCSC for AET

Recommendation

Staff recommends that this Committee approve the schedule set forth in this memorandum for conversion of the toll plazas at AET/ORT. Next steps shall involve BATA staff bringing to this Committee the procurements or approvals listed within the table above.



Andrew B. Premier

SH:jg