

**+AGREEMENT**

**Between**

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

**And**

**CB RICHARD ELLIS CONSULTING, INC./~~SEDWAY GRUOPS~~**

**To**

**TO UPDATE BART'S POSITIVE ECONOMIC IMPACT ON THE BAY AREA**

**BART AGREEMENT NO. 6G4543**

**2004**

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### Attachments

ATTACHMENT A: SCOPE OF SERVICES  
ATTACHMENT B: COMPENSATION SCHEDULE

**TECHNICAL SERVICES  
AGREEMENT NO.6G4543**

**Between**

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

**And**

**CB RICHARD ELLIS CONSULTING, INC./~~SEDWAY GRUOPS~~**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (herein called "BART" or "District"), a rapid transit district established pursuant to California Public Utilities Code, Section 28500 et seq., and CB Richard Ellis Consulting, Inc./~~Sedway Group~~ (herein called "CONSULTANT"), a ~~California~~Delaware Corporation with offices located at San Francisco, California.

**RECITALS**

1. The District proposes to engage a CONSULTANT to prepare a study updating the positive economic impacts of BART on the Bay Area ("Project"); and
2. The services required for Project cannot be performed satisfactorily by the officers and employees of the District; and
3. The parties hereto now wish to enter into an Agreement pursuant to which CONSULTANT will render technical services in connection with Project as hereinafter provided.

\* \* \*

# AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1.0 SCOPE OF SERVICES

CONSULTANT's services are described in Attachment A, SCOPE OF SERVICES, incorporated herein and by this reference made a part hereof. CONSULTANT shall be responsible to perform or secure the performance of all requested services in their entirety subject to the prior approval of a work plan by Mike Healy, Manager, Media and Public Affairs or a designated representative (herein called "Project Director").

This Agreement is not exclusive. BART expressly reserves the right to contract for performance of services such as those described herein through other CONSULTANTS.

## 1.1 FINANCIAL ADMINISTRATION

CONSULTANT and its subcontractors shall establish and maintain records pertaining to the fiscal activities of the Project. CONSULTANT's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged to the Project, including properly executed payrolls, time records, invoices and vouchers. Attention is further drawn to Article 14, RECORDS, and Article 15, AUDIT.

## 2.0 TIME OF PERFORMANCE

CONSULTANT's services hereunder shall commence on April 13, 2004 and will be completed by December 30, 2004, unless earlier terminated as hereinafter provided, or if the limit on maximum compensation set forth in Article 3.0 below is exceeded.

## 3.0 COMPENSATION AND METHOD OF PAYMENT

- A. Compensation for these services will be computed pursuant to Attachment B, COMPENSATION SCHEDULE, attached hereto and by this reference made a part of this Agreement.
- B. The compensation specified in Attachment B shall be full compensation for all services performed, including all applicable surcharges such as taxes (including sales taxes), insurance and fringe benefits, as well as indirect costs, overhead and profit allowance, materials and supplies.
- C. Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid CONSULTANT under this Agreement exceed the sum of \$35,000.00.
- D. During the term of this Agreement the District may, at its sole discretion, incorporate additional services into this Agreement on the same terms as set forth in Attachment A, SCOPE OF SERVICES, to this Agreement. Authorization for additional services will be incorporated into this Agreement by written change order(s).
- E. BART's allocation of funds for this Agreement is on a fiscal year basis with the fiscal year commencing July 1, 2002 and ending the following June 30, 2004. BART reserves the right to terminate this Agreement if no funds are allocated for this Agreement during the following fiscal year.
- F. CONSULTANT represents that CONSULTANT's taxpayer identification number (TIN) is \_\_\_\_\_ evidenced by a completed Federal Form W-9 on file with the Assistant Controller on the date of execution of this Agreement. CONSULTANT agrees to file such tax forms as may be reasonably requested by BART to implement Internal Revenue Code Section 3406 and to accept as a part of any compensation due, any payments made by BART to the Internal Revenue Service pursuant to that Section.

- G. CONSULTANT's services shall be billed on a monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Project Director. All invoices shall be made in writing and delivered or mailed to BART as follows:

San Francisco Bay Area Rapid Transit District  
P.O. Box 12688  
Oakland, California 94604-2688  
Attention: Assistant Controller

In addition, a duplicate copy of each invoice with satisfactory backup documentation shall be submitted to BART's Project Director for approval and processing.

#### **4.0 CHANGES AND EXTRA SERVICES**

BART reserves the right to order changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written change orders executed by the Project Director and CONSULTANT, which shall specify the changes ordered and the adjustment of compensation and completion time required therefor.

Any services added to the scope of this Agreement by a change order shall be executed under all applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed change order.

#### **5.0 TERMINATION**

##### **5.1 TERMINATION FOR CONVENIENCE**

The performance of work or delivery of products under this Agreement may be terminated in whole or part by BART upon written notice to CONSULTANT in accordance with this clause whenever BART determines that such termination is in its best interest. After receipt of said notice CONSULTANT shall stop work on this Agreement on the date and to the extent specified in said notice, terminate all applicable orders and subcontracts, and complete performance of all work as shall not have been terminated by said notice. After receipt of said notice CONSULTANT shall submit to BART its termination claim setting forth CONSULTANT's actual and direct damages incurred as a result of said termination together with such information as may be required by BART to evaluate the claim. The determination of BART on the claim shall be final.

##### **5.2 TERMINATION FOR CAUSE**

If CONSULTANT should be in default and fails to remedy this default within five days from receipt from BART of notice of such default, BART may in its discretion terminate this Agreement or such portion thereof as BART determines is most directly affected by the default.

The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this Agreement; abandonment, assignment or subletting of this Agreement without approval of BART; bankruptcy or appointment of a receiver for CONSULTANT's property; failure of CONSULTANT to perform the services or other required acts within the time specified for this Agreement or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this Agreement in bad faith.

~~Upon BART's termination of this Agreement for default by CONSULTANT or any portion thereof, BART reserves the right to complete the work by whatever means it deems expedient and the expense of completing such work as well as any and all damages proximately caused by the default shall be charged to CONSULTANT.~~

##### **5.3 FORCE MAJEURE**

The performance of work under this Agreement may be terminated by BART, in its discretion, upon application therefor by CONSULTANT for unforeseen causes beyond the control and without the fault or negligence of CONSULTANT, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrecoverably disrupt or render impossible CONSULTANT's performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of CONSULTANT to foresee or make preparation in defense against.

## 6.0. INSURANCE

At all times during the life of this Agreement to acceptance of the work covered by this Agreement, or as may be further required by this Agreement, CONSULTANT at its own cost and expense shall provide the insurance specified by this Article.

### A. Evidence Required

At or before execution of this Agreement and at such other times as BART may request, CONSULTANT shall provide BART with a Certificate of Insurance executed by an authorized representative of the insurer(s) evidencing that CONSULTANT'S insurance complies with this Article. The certificate shall reference the BART Agreement Number and Title to which the certificate relates. In addition, a copy of all required endorsements shall be attached to and form a part of CONSULTANT'S Certificate of Insurance.

### B. Notice of Cancellation, Reduction or Material Change in Coverage

All policies shall be endorsed to provide BART with thirty (30) days prior written notice of any cancellation, reduction, or material change in coverage. Notices shall be sent to the Department Manager, Insurance, San Francisco Bay Area Rapid Transit District, P.O. Box 12688, Oakland, California, 94604-2688. The CONSULTANT shall annually submit to the District's Department Manager, Insurance, certifications confirming that the insurance required has been renewed and continues in place.

### C. Qualifying Insurers

Policies shall be issued by California admitted companies which hold a current policyholders alphabetic and financial size category rating of not less than A:VIII according to Best's Insurance Reports.

### D. Insurance Required

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate as respects products/completed operations if applicable.

a. Coverages included shall be:

- (1) Premises and Operations;
- (2) Broad Form Property Damage;
- (3) Blanket Contractual Liability;
- (4) Products/Completed Operations;
- (5) Personal Injury Liability;
- (6) Cross-liability and Severability of Interest; and
- (7) Independent Contractors Liability.

- b. Coverage shall be endorsed to include the following, copies of which shall be provided to BART:
- (1) Inclusion of BART, its directors, officers, representatives, agents and employees as additional insureds as respects services or operations in connection with this Agreement; and
  - (2) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of BART will be called upon to contribute to a loss.
2. Automobile Liability Insurance for bodily injury (including death) and property damage which provides coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
3. Statutory Workers' Compensation and Employer's Liability Insurance for not less than One Million Dollars (\$1,000,00) per occurrence applicable to Employer's Liability coverage for all employees engaged in services or operations under this Agreement. The policy shall include broad form all-states/other states coverage. Coverage shall be specifically endorsed to include the insurer's waiver of subrogation in favor of BART, its directors, officers, representatives, agents and employees, a copy of which shall be provided to BART. Should any such work be sublet, CONSULTANT shall require each subcontractor of any tier similarly to comply with this Article, all in strict compliance with federal and state laws.

E. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT, and any approval of said insurance by BART or its insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. BART acknowledges that some insurance requirements contained in this Article may be fulfilled by a funded self-insurance program of CONSULTANT. However, this shall not in any way limit liabilities assumed by CONSULTANT under this Agreement. Any self-insurance program must be approved in writing by BART.
3. Should any of the work under this Agreement be sublet, CONSULTANT shall require each of its subcontractors of any tier to provide the aforementioned coverages, or CONSULTANT may insure subcontractor(s) under its own policy(ies).
4. ~~BART reserves the right to withhold payments to CONSULTANT in the event of material noncompliance with the insurance requirements of this Article.~~

**7.0 INDEPENDENT CONTRACTOR**

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

In its capacity as an independent contractor, CONSULTANT shall comply with any and all BART operations rules and procedures which relate to the performance of its services on BART property. Prior to commencing services, CONSULTANT will be loaned a copy of such operations rules and procedures which shall be returned upon the completion or termination of CONSULTANT's services hereunder.

## 7.1 CONFLICT OF INTEREST

CONSULTANT, its subcontractors and subsuppliers shall perform all work under this Agreement in conformance with all applicable statutes and regulations pertaining to conflicts of interest, including but not limited to the financial reporting requirements and the conflict prohibitions of California law. (See e.g. Government Code Section 1090 et seq., Government Code Section 87100 et seq. and Title 2, Division 6 of the California Code of Regulations.)

When, in the judgement of BART, it is necessary in order to avoid any potential conflicts of interest, CONSULTANT, its subcontractors and suppliers may be precluded from subsequently participating as a vendor or contractor on projects for which they are providing services under this Agreement.

## 7.2 FINANCIAL CONTRIBUTION LIMITATION

CONSULTANT shall not make any monetary or in-kind contributions (including loans) to any BART Director, or any candidate for Director, for three months following award of this Agreement.

The term "contribution" shall have the same meaning as defined in Government Code Section 82015 and implementing regulations adopted by the Fair Political Practices Commission.

CONSULTANT shall include the language of this provision in subcontracts for any first tier subcontractor whose subcontract exceeds \$100,000.

## 8.0 INDEMNIFICATION

CONSULTANT shall defend, indemnify and hold harmless BART, its directors, officers, agents and employees from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any wrongful act, or failure to act, of CONSULTANT, its officers, agents, employees and subcontractors or any of them, under or in connection with this Agreement; and CONSULTANT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against BART, its directors, officers, agents and employees, or any of them, arising out of CONSULTANT's services, and to pay and satisfy any resulting judgments. Such indemnification includes without limitation any violation of proprietary rights, copyrights, rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The indemnification under this provision shall not apply to any claims arising from any negligent or intentional act or omission on the part of BART or any person or entity other than CONSULTANT.

## 9.0 DATA TO BE FURNISHED BY BART

All data, reports, surveys, studies, drawings, and any other documents and materials made available to CONSULTANT by BART for use by CONSULTANT in the performance of its services under this Agreement shall be made available for information only and shall be returned to BART at the completion or termination of this Agreement.

## 10.0 OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, and other documents, materials, data and products prepared or assembled by CONSULTANT or obtained from others by CONSULTANT in connection with the services under this Agreement shall be the sole property of BART. Upon completion of the work or upon an earlier termination of this Agreement, CONSULTANT shall, at the direction of BART, promptly deliver copies of all records or documents which contain or other entity designated by BART as the recipient of confidential information. Upon completion of the work or upon an earlier termination of this Agreement, CONSULTANT shall promptly deliver copies of all records and documents that do not contain individually identifiable information to BART. CONSULTANT shall be responsible for the preservation of any and all such documents, materials, data and products prior to



transmittal; and CONSULTANT shall replace any and all such documents, materials, data and products as are lost, destroyed or damaged while in its possession without additional cost to BART.

#### **11.0 MATTERS CONFIDENTIAL AND PRIVILEGED**

All of the drawings, designs, specifications, manuals, reports, studies, surveys, models, or other data and products prepared or assembled by CONSULTANT, obtained from others by CONSULTANT or made available to CONSULTANT by BART in connection with the services under this Agreement, shall be treated as confidential by CONSULTANT unless (1) it is or becomes part of the public domain other than as a result of any unauthorized disclosure, or (2) it is information which was already in the possession of or known to CONSULTANT. At no time shall CONSULTANT use or disclose or make available, other than in the performance of CONSULTANT's services for BART, confidential information gained in the course of or by reason of CONSULTANT's retention by BART and/or performance of services for BART, nor shall CONSULTANT permit such use or disclosure, without prior written approval by BART. It is the intention of BART to preserve and make use of all applicable legal privileges, and CONSULTANT shall make all reasonable efforts to cooperate with BART in this regard.

#### **12.0 SUBCONTRACTS**

CONSULTANT shall not subcontract all or any portion of its services under this Agreement without the prior written approval of the Project Director, and any attempt to do so shall be void and unenforceable. In the event that CONSULTANT enters into one or more subcontracts pursuant to this Article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to CONSULTANT, and BART shall have no obligation to them.

CONSULTANT agrees that the requirements in Articles 4.0 through 25.0, inclusive, of this Agreement will be included in every subcontract entered into relating to services under this Agreement. Upon request, CONSULTANT shall provide BART with copies of all such subcontracts within seven (7) calendar days of written request, with any changes and amendments thereto.

#### **13.0 ASSIGNMENT OF AGREEMENT**

CONSULTANT shall not assign this Agreement, or any part thereof without prior express written consent of the Project Director, and any attempt to do so shall be void and unenforceable.

#### **14.0 RECORDS**

CONSULTANT shall maintain full and adequate records to show the actual time devoted and the cost incurred by CONSULTANT with respect to the performance of services under this Agreement.

#### **15.0 AUDIT**

CONSULTANT and its subcontractors shall permit BART and its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONSULTANT's and subcontractor's books, work, documents, papers, materials, payrolls, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices or bills submitted by CONSULTANT pursuant to this Agreement, and shall provide such assistance as may be reasonably required in the course of such inspection including, but not limited to, the following:

##### **A. Audit Interviews**

CONSULTANT shall arrange audit entrance and exit interviews in which CONSULTANT and/or its subcontractors and BART and/or its authorized representatives will participate.

B. Accessing Documents

CONSULTANT's and its subcontractors' accounting divisions shall provide instruction to BART on accessing documents.

C. Letter of Representation

CONSULTANT's management, or the management of a subcontractor, as well as the management of their appropriate units, will provide at BART's request a letter of representation concerning such matters as BART determines appropriate.

BART further reserves the right, for itself and its authorized representatives, to examine and re-examine said books, work, documents, papers, materials, payrolls, records, accounts and data during the three-year period following the final payment under this Agreement and until all pending matters are closed; and CONSULTANT and its subcontractors shall in no event dispose of, destroy, alter or mutilate said books, work, documents, papers, materials, payrolls, records, accounts and any and all data in any manner whatsoever for three years after the final payment under this Agreement, or until all pending matters are closed, whichever is later.

Pursuant to California Government Code Section 8546.7, the parties to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of BART or as part of any audit of BART by the State Auditor, for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement.

**16.0 NOTICES**

Except for invoices submitted by CONSULTANT pursuant to Article 3.0, COMPENSATION AND PAYMENT, above and insurance notices submitted pursuant to Article 6.0 B., Notice of Cancellation, Reduction or Material Change in Coverage, above, all notices required hereunder or other communications to either party by the other may be given by personal delivery, U.S. Mail, courier service (such as Federal Express) or facsimile transmission. Notices shall be effective upon receipt at the following addresses:

To BART by US Mail: San Francisco Bay Area Rapid Transit District  
P.O. Box 12688  
Oakland, California 94604-2688

Attention: Mike Healy, Dept. Mgr. Media and Public Affair

GRUOPs To CONSULTANT: CB RICHARD ELLIS CONSULTING, INC./SEDWAY  
505 Montgomery Street, Suite 600  
San Francisco, CA 94111

Attention: Lynn Sedway  
Executive Managing Director

Either party may change its address for notices by giving written notice of the new address as provided above.

**17.0 NON-DISCRIMINATION**

The CONSULTANT or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation-assisted contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the District deems appropriate.

In connection with the performance of services under this Agreement, CONSULTANT shall not, on the grounds of race, religious creed, color, national origin, ancestry, handicap, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

For purposes of this Article "sexual orientation" shall mean a preference for heterosexuality, homosexuality or bisexuality; or having a history of, or being identified with, any such preference.

#### **18.0 NON-DISCRIMINATION PROGRAM FOR SUBCONTRACTING**

It is the policy of the San Francisco Bay Area Rapid Transit District to ensure that Proposers who contract with the District do not discriminate or give a preference in the award of Subagreements on the basis of race, national origin, color, ethnicity, or gender.

#### **19.0 SITE SECURITY AND ACCESS**

Prior to commencement of services, CONSULTANT shall comply with BART's site security requirements which include, but are not limited to, requiring photographic identification badges and submitting names and dates of birth of all personnel, including subconsultants and suppliers of any tier, working on BART property or facilities. All badges shall be returned to BART at the completion of services hereunder. In the event CONSULTANT fails to comply with BART's site security requirements, CONSULTANT's personnel, including subconsultants and suppliers, may not be allowed on BART property or facilities. No extension of time for completion of services or additional compensation for delay claims shall be granted in the event such personnel are excluded from BART property or facilities.

#### **20.0 LAWS AND REGULATIONS**

CONSULTANT shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state or local government, and of any agency of such government, including BART, of which CONSULTANT is aware or should reasonably be aware, which relate to or in any manner affect the performance of this Agreement. This Agreement and any documents supplied hereunder are subject to public inspection of the California Public Records Act, California Government Code Section 6250 et seq., unless exempted by law.

#### **21.0 CHOICE OF LAW**

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State, without reference to conflicts of law principles.

#### **22.0 SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

#### **23.0 CAPTIONS**

The captions of the Articles and paragraphs in this Agreement are for purposes of reference only, and shall not be construed to affect the meaning of any provision hereof.

#### **24.0 BENEFIT OF AGREEMENT**

This Agreement shall bind and benefit the parties hereto and their assignees, successors and permitted assigns.

**25.0 ENTIRE AGREEMENT**

This Agreement including its Attachment, A and B, is the entire agreement of the parties, and supersedes and replaces all prior communications, written and oral, regarding the subject matter hereof. CONSULTANT represents that in entering into this Agreement, it has not relied on any previous representations, inducements, or understandings, written or oral, of any kind or nature.

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

SAN FRANCISCO BAY AREA RAPID TRANSIT  
DISTRICT

(NAME OF CONSULTANT)

\_\_\_\_\_  
Richard J. Wieczorek  
Department Manager of Procurement

\_\_\_\_\_  
By (Signature)

Name  
and  
Title \_\_\_\_\_

Print or Type

**ATTACHMENT A  
SCOPE OF SERVICE  
AGREEMENT NO. 6G4543**

**TO UPDATE BART'S POSITIVE ECONOMIC  
IMPACT ON THE BAY AREA**

**BART AND  
CB RICHARD ELLIS CONSULTING, INC. / ~~SEDWAY GRUOPS~~**

The services to be performed by CONTRACTOR shall consist of services requested by the Project Director and shall include, but not be limited to, the following:

- **Property Value Impacts**

A substantial literature exists estimating transit system impact on real estate property values. Consultant will review the literature and summarize the findings relative to BART and the Bay Area region. Consultant will discuss the implications of these findings for the BART system and future potential BART stations.

- **Development along BART lines since 1964, a changed San Francisco skyline, also Oakland and Walnut Creek as examples.**

- **Tax Impacts**

Consultant will research property tax impacts and sales tax impacts of the BART system. Consultant will focus on sales tax impacts on retail spending by office workers near BART stations. In San Francisco, sales tax impacts of the San Francisco Shopping Center and Union Square area will also be considered, as well as the future of Bloomingdale Center, now under construction.

- **Tourism Impacts**

Consultant will generally address benefits accruing to the tourist industry in a qualitative manner. This may entail listing major attractions accessible to tourists via BART. If data are readily attainable some quantitative analysis may also be performed to provide further support. This may include documenting the absolute number of hotel rooms with BART accessibility and highlighting ridership anticipated at the new San Francisco International Airport station.

- **Development and Corporate Decision-Making Trends**

- **Environmental impacts – air quality, etc.**

- **Quality of life issues – stress.**

- **Smart Growth and Quality of Life Impacts**

- **Regional Competitiveness**

- **Meetings and Presentations**

Two meetings/presentation will be included. The initial two meetings will involve scope refinement and the second meeting will be a progress or final presentation meeting. The meeting are anticipated to be 4 hours or less in duration and will be held either at BART headquarters in Oakland or at Consultant's offices in San Francisco. Additional meetings or presentation will be billed at current hourly rates in Attachment B, "Compensation Schedule".

- **Report Preparations**

Consultant will prepare a summary report documenting our research and findings. The more extensive findings will be included in a report appendix, with the body of the report focusing on the findings and their relevance to BART and the Bay Area.

**ATTACHMENT B**

**COMPENSATION SCHEDULE**

**TO UPDATE BART'S POSITIVE ECONOMIC  
IMPACT ON THE BAY AREA**

**BART AND  
CB RICHARD ELLIS CONSULTING/SEDWAY GRUOPS**

<b><u>Professional Fees</u></b>	<b><u>Hourly Rate</u></b>
Executive Managing Director	- \$225
Senior Managing Directors	- \$210
Managing Directors	\$180 - \$200
Directors	\$160 - \$175
Senior Consultants	\$120 - \$150
Consultants	\$ 90 - \$115
Manager, Information Services	- \$100
Analysts	\$ 80 - \$ 90
Administrative	\$ 60 - \$ 80

# Traffic Impact Analysis:

## Absence of BART Service on Highway 24 Corridor

Jorge Laval, PhD  
jlaval@berkeley.edu

This document summarizes the data, analysis and conclusions from the traffic impact analysis of the absence of BART service on the Highway 24 corridor between the Concord BART station and 19th street BART stop. In particular, the objective of this study is to estimate how much longer people would spend on Highway 24 during peak commute hours under the scenario of no BART service.

The major assumptions are:

1. In the absence of BART service commuters will choose the car and use Highway 24,
2. Trip departure times will not change,
3. Vehicle occupancy = 1.2 passengers per vehicle,

### The data

The travel demand data used in this study consisted of the average weekday of 2003 as measured by the loop-detectors on Highway 24 and by the BART collection system. Traffic volumes were obtained from the loop-detector stations located on Highway 24, which are available at the Berkeley PeMS web site (<http://pems.eecs.berkeley.edu>). These data are aggregated in 5-minute intervals and it was analyzed for the entire year 2003.

BART collection system provides accurate Origin-Destination data to estimate the additional vehicular traffic flow that Highway 24 would have to serve. Table 1 shows the vehicular flow (in vehicles per hour) that the BART system would transfer to Highway 24, for each one of the three hours of the peak period. These numbers were obtained dividing the relevant BART trips from the Origin-Destination matrix by the vehicle occupancy factor of 1.2 passengers per vehicle.

**Table 1: Vehicular traffic from BART**

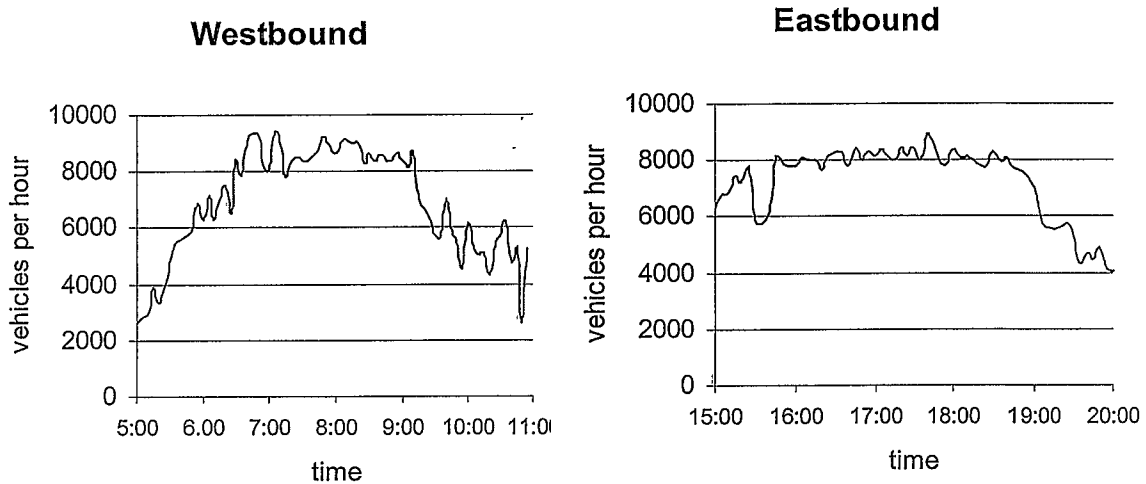
Westbound		Eastbound	
time	flow	time	flow
7:00	4,247	16:00	2,124
8:00	4,417	17:00	4,291
9:00	1,611	18:00	3,742
<i>total</i>	10,275		10,157



## Analysis

The analysis of the 2003 loop detector data confirms that the Caldecott Tunnel is the most recurrent bottleneck in the corridor, and that the levels of congestion are low. Other two recurrent bottlenecks appear on both ends of Highway 24 (24-E@680 and 24-W@580), but they are located downstream of the tunnel, who acts as a regulator of the input flow to these bottlenecks. Therefore, in the scenario under consideration these two bottlenecks will be affected only marginally since the outflow from the tunnel is the main input to these bottlenecks.

It follows that identifying the delays caused by the tunnel alone is sufficient to give an accurate estimate of the delays in the whole corridor. The current (time-dependent) demand for the tunnel was assumed to be given by the traffic counts at detector stations PM 5.4 and PM 4.9 for westbound and eastbound directions, respectively; see Figure 1. This figure also shows that the capacity of the tunnel it is approximately 8,000 vehicles per hour in the peak direction.



**Figure 1: Loop-detector data near the tunnel**

## Results

In the scenario under study the demand for the tunnel is supposed to grow by the amounts on Table 1. The capacity of the tunnel is supposed to remain unchanged. Delays were obtained using queuing diagrams for the morning and evening rush hours. The results are shown in Figure 2, which presents the delay faced by the commuters of the corridor as a function of their departure time.

It can be concluded that the BART service interruption would have the following effects on the Highway 24 corridor:

1. The duration of the rush hour would increase to six hours.
2. The average delay would jump to 40-50 minutes.
3. Maximum delays would exceed an hour during two hours of the peak periods

Further analysis of these results indicates that the queues would spill back more than 20 mi. upstream of the tunnel, which could lead to a complete gridlock of the freeway and city streets system. This impact is not analyzed here, however.

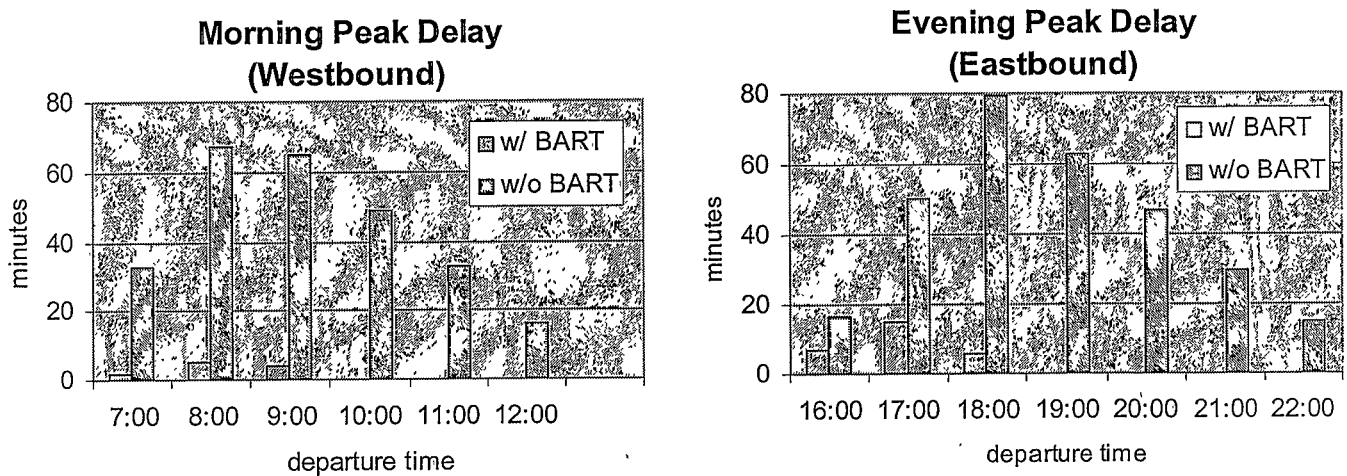


Figure 2: Summary of results