



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting
Bay Street Conference Room
5616 Bay Street

Emeryville, CA 94608

August 16th, 2018 at 9:15AM

Chair

Tim Bacon,
City Center Realty Partners

Vice Chair

Geoff Sears, Wareham
Development

Secretary

Betsy Cooley,
At-Large Residential

Treasurer

Andrew Allen
At-Large Business

Directors

Nathaniel Centeno,
Bay Street

Peter Schreiber,
Pixar

Colin Osborne
At-Large Employer
Member

Ron Silberman,
At-Large Business Member

Bobby Lee,
At-Large Residential
Member

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the May 17th, 2018 Annual Membership and Board of Directors Meetings (Attachment)
4. Executive Directors Report
 - A. Status Update on EGR Bus Yard at Mandela Parkway (Attachment)
 - B. City Council Approval of Recommended 3% PBID Increase (Attachment)
 - C. Status Update on Horton Site & Storm Water Pollution Prevention Plan
 - D. Review of 2018-2030 ETMA Budget Forecast (Attachment)
5. Business Items
 - A. Report on Annual Citywide Paving Project
 - B. Review and Consider Approval of Amendment 8 to Fueling Agreement with AC Transit (Attachment)
 - C. Review and Consider Approval of Professional Services Agreement with Yorke Engineering for 2018-2019 Storm Water Monitoring and Reporting services (Attachment)
 - D. Review and consider approval of proposal from Gray Bowen Scott for Project Delivery Oversight Services related to the Bus Yard Site Development at Mandela Parkway and Authorize Chair to execute an amendment to include the proposed scope of work and budget (Attachment)
 - E. Review and Consider Approval of Amendment 5 with BKF Engineering, Inc. for Site Design and Environmental Services related to the Bus Yard Site Development at Mandela Parkway (Attachment)
 - F. Review and Consider Approval of Funding Grant Agreement with the City of Emeryville for the distribution of TFCA grant funding (Attachment)
 - G. Review of 2nd Quarter Reports (Attachment)
 - i. 2nd Quarter Financial Report
 - ii. 2nd Quarter Ridership Report
 - iii. 2nd Quarter On-Time Performance Report
6. Suggestions/Requests from Board Members
7. Confirm date of Next Meeting - September 20, 2018
8. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

2018 Annual Membership Meeting

May 17th, 2018

1. Call to Order

The meeting was called to order at 9:00AM am by Chair, Tim Bacon

Directors Present: Tim Bacon, Geoff Sears, Peter Schreiber, Betsy Cooley, Colin Osborn, Bobby Lee, Nat Centeno, Ron Silberman, Andrew Allen

Staff present: Roni Hatstrup, Mary Grinbergs, (Gray-Bowen-Scott)

Others: John Tounger, CPA for the ETMA; Diana Keena, City of Emeryville; Katherine Bo, AC Transit; Kenneth Stanford, Masters Transportation; Max Frankel, Assistant General Manager, Bay Street

2. Introduction

All attendees of the meeting introduced themselves, including the current Board of Directors, ETMA Staff, and all others attending Members.

3. Designation of Corporate Directors.

Nat Centeno, Corporate Director, designated Max Frankel, Assistant General Manager of Bay Street as his replacement.

4. Election of Employee Member

Roni Hatstrup called for nominations from the class of Employer Members. No Employer Members were in attendance and no ballot forms were submitted. Roni requested the Board nominate a Director to serve on behalf of the Employer Members. Vice Chair, Geoff Sears motioned to nominate Colin Osborn to continue on as Director of the Employer Class of Members. Andrew Allen seconded.

This item was approved by a unanimous vote.

AYE: 9

NAY: 0

ABSTAIN: 0

5. Presentation of 2017 Accomplishments (Handout).

Roni presented the 2017 accomplishments of the Emeryville TMA.

6. Requests or Suggestions from Members

None.

7. Adjournment

The meeting was adjourned at 9:20AM

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

May 17th, 2018

1. Call to Order

The meeting was called to order at 9:21AM am by Chair, Tim Bacon

Directors Present: Tim Bacon, Geoff Sears, Peter Schreiber, Betsy Cooley, Colin Osborn, Bobby Lee, Nat Centeno, Ron Silberman, Andrew Allen

Staff present: Roni Hatstrup, Mary Grinbergs, (Gray-Bowen-Scott)

Others: John Tounger, CPA for the ETMA; Diana Keena, City of Emeryville; Katherine Bo, AC Transit; Kenneth Stanford, Masters Transportation; Max Frankel, Assistant General Manager, Bay Street

2. Public Comments

Ron Silberman inquired about the buses parked in the yard during the mid-day period, noting some of them appeared to be old. Roni noted that 2 of the buses are currently used as back up vehicles until the new vehicles arrive, at which time they will be retired. Roni further noted that the current fleet is comprised of 24 Emery Go-Round, 2 West Berkeley and 1 spare shuttle provided by the operator.

3. Approval of the Minutes of the April 19th, 2018 Board of Directors Meeting (Attachment)

Vice Chair, Geoff Sears motioned for approval of the minutes. Bobby Lee seconded.

This item was approved by a unanimous vote.

AYE: 9

NAY: 0

ABSTAIN: 0

4. Election of the Officers

A. Chair - *Geoff Sears motioned to appoint Tim Bacon as Chair. Andrew Allen seconded*

B. Vice Chair - *Tim Bacon motioned to appoint Geoff Sears as Vice Chair. Andrew Allen seconded*

C. Secretary - *Tim Bacon motioned to appoint Betsy Cooley as Secretary. Andrew Allen seconded*

D. Treasurer – *Nat Centeno motioned to appoint Andrew Allen as Treasurer. Geoff Sears seconded.*

The Board Officers were elected by a unanimous vote.

AYE: 9

NAY: 0

ABSTAIN: 0

5. Executive Director's Report

A. Letter to Mayor John Bauters dated May 2nd, 2018 (Attachment)

Roni informed the Board of the letter she sent to the City regarding the acceleration of Phase 3, of the Hollis bus lane study. Roni also noted that she attended the EDC meeting to hear comments from the committee about the proposed parking management plan.

No action was required.

B. Scope and Budget Approval for Yorke Engineering, LLC for the preparation of Non-Exempt Certificate for Storm Water Pollution Plan (Attachment)

Roni informed the Board of her authorization of work with Yorke Engineering for a total not to exceed amount of \$5,300 for initial site evaluation and preparation of a Storm Water Prevention Plan as required in the license agreement with Novartis.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

May 17th, 2018

Roni further noted that the agreement amount was within her signing authority, therefore no action of the Board was required.

C. Status Update on Mandela Site (Attachment)

Roni presented a milestone schedule for the Mandela site project and noted that Caltrans was evaluating the possibility for ETMA to be considered a public agency in an effort to avoid the need for CTC approval to begin negotiations. Roni further noted that she would like to engage the former City of Oakland Public Works Director as a subconsultant to Gray Bowen Scott, to assist with identifying and navigating the process with the City of Oakland.

Lastly, Roni informed the Board of her coordination with 11 West Partners regarding a pilot shuttle program to West Oakland BART.

6. Business Items

A. Report from Chair of Audit Review Committee

Nat Centeno provided an overview of the Audit Committee meeting, summarizing the review of the 2017 auditor's report, financial statements and tax documents, noting the auditor's clean opinion and recommendation to increase the designated assets for the bus yard facility by \$500,000.

B. Review and Authorize Adjustments to Designated Unrestricted Net Assets on the 2017 Financial Statements

The Audit Committee requested Board approval to increase the 2017 designated assets for the Bus Yard Facility by \$500,000 for a new designated unrestricted net asset of \$1,000,000.

Nat Centeno motioned for approval. Vice Chair, Geoff Sears seconded.

This item was approved by a unanimous vote.

AYE: 9

NAY: 0

ABSTAIN: 0

C. Review and Accept the Independent Auditor's Report on the Financial Statements for year ending December 31, 2017 (Attachment)

The Audit Committee recommended accepting the auditor's report.

Nat Centeno motioned for approval. Betsy Cooley seconded.

This item was approved by a unanimous vote.

AYE: 9

NAY: 0

ABSTAIN: 0

D. Review and Authorize signing and filing of the ETMA's 2017 Federal Tax Return and State Annual Information Return (Attachment)

The Audit Committee recommended the approval and signing of the ETMA 2017 Federal Tax Return and State Annual Information Return.

Vice Chair, Geoff Sears motioned for approval. Colin Osborne seconded.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

May 17th, 2018

This item was approved by a unanimous vote.

AYE: 9

NAY: 0

ABSTAIN: 0

E. Review of 1st Quarter Reports (Attachments)

I. 1st Quarter Financial Report

Roni gave a favorable report for the 1st Quarter financials, noting the revenues have been received as expected and the expenditures are trending below budget.

II. 1st Quarter Ridership Report

Roni reported that ridership was down from the first quarter of 2017.

III. 1st Quarter On-Time Performance Report

Roni reported a slight dip in on-time performance, noting the possible reason for the delays being construction activity on North Hollis, Shellmound and Powell.

F. Review and Approval of 2019 Preliminary Budget and Recommendation for PBID Levy Increase (Attachment)

Roni presented the 2019 Preliminary Budget and noted her recommendation for a PBID levy increase of 3%.

The Board directed Roni to provide a ten year cost projection at the next Board meeting.

Betsy Cooley motioned for approval of the 2019 Preliminary Budget and the recommendation for a 3% increase in the PBID levy. Chair, Tim Bacon seconded.

This item was approved by a unanimous vote.

AYE: 9

NAY: 0

ABSTAIN: 0

G. Suggestions/Requests from Board Members

None

7. Confirm Date of Next Meeting

The meeting date of June 21st, 2018 at 9:15AM was confirmed.

8. Adjournment

The meeting was adjourned at 10:41AM

**Emeryville TMA - Budget Projection
(2016-2030)**

	<i>Actual (cash basis)</i>		<i>Budget Projection</i>												
Revenue	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
PBID (3% Increase/Year)	3,250,988	3,298,681	3,476,248	3,580,535	3,687,952	3,798,590	3,912,548	4,029,924	4,150,822	4,275,347	4,403,607	4,535,715	4,671,787	4,811,940	4,956,298
City (12.29%)	455,531	522,632	547,397	464,562	487,790	512,180	537,789	564,678	592,912	622,558	653,685	686,370	720,688	756,723	794,559
Other	251,314	129,188	146,369	150,000	153,750	157,594	161,534	165,572	169,711	173,954	178,303	182,760	187,329	192,013	196,813
TOTAL REVENUE	3,957,833	3,950,501	4,170,014	4,195,097	4,329,492	4,468,363	4,611,870	4,760,174	4,913,445	5,071,858	5,235,595	5,404,845	5,579,804	5,760,675	5,947,670
Expenses	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Operations	3,401,315	3,434,557	3,600,000	3,780,000	3,969,000	4,167,450	4,375,823	4,594,614	4,824,344	5,065,562	5,318,840	5,584,782	5,864,021	6,157,222	6,465,083
Bus Yard	-	-	150,000	350,000	1,000,000	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	3,401,315	3,434,557	3,750,000	4,130,000	4,969,000	4,167,450	4,375,823	4,594,614	4,824,344	5,065,562	5,318,840	5,584,782	5,864,021	6,157,222	6,465,083
% Increase in Operations Costs f/Prior Year	2%	1%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Annual Balance	556,518	515,944	420,014	65,097	(639,508)	300,913	236,047	165,561	89,101	6,297	(83,244)	(179,936)	(284,216)	(396,546)	(517,413)
Total Cash Balance	1,479,303	1,995,247	2,415,261	2,480,358	1,840,850	2,141,763	2,377,811	2,543,371	2,632,472	2,638,769	2,555,524	2,375,588	2,091,372	1,694,825	1,177,413
Minimum Cash Reserve (15%)	510,197	515,184	562,500	619,500	745,350	625,118	656,373	689,192	723,652	759,834	797,826	837,717	879,603	923,583	969,762
Available Cash Balance	969,106	1,480,063	1,852,761	1,860,858	1,095,500	1,516,646	1,721,438	1,854,179	1,908,820	1,878,934	1,757,698	1,537,871	1,211,768	771,242	207,650

Notes & Assumptions:

1. Assumes City Council approves increase of 3% per year in PBID Levy Assessments
2. Assumes average annual increase of 5% per year (based on average from prior PBID term).
3. Minimum cash reserve of 15% based on TMA Administrative Policies.
4. Does not include future delinquent PBID assessments or past due PBID revenue collected.
5. Does not include recent grant award of TFCA funds. Pending approval of funding agreement with City of Emeryville.

Emeryville-Go-Round Service Agreement

Amendment Number 8

This Amendment No. 8 is made and entered into this ____ day of August, 2018, by and between the **ALAMEDA-CONTRA COSTA TRANSIT DISTRICT** (hereinafter "AC Transit" or "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and **EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION**, 1300 67th Street, Emeryville, Cal, 94608, a non-profit public benefit corporation (hereinafter "Corporation").

RECITALS

WHEREAS, Corporation and District entered into a two-year agreement (hereinafter "Contract") on the 1st day of September 2004, wherein District agreed to fuel and service the Emery-Go-Round shuttle service buses operation by Corporation; and

WHEREAS, Corporation and District amended the Contract in August 2006 (Amendment No. 1) to extend the services through August 31, 2008; and

WHEREAS, Corporation and District amended the Contract in August 2008 (Amendment No. 2) to extend the services through August 31, 2010; and

WHEREAS, Corporation and District amended the Contract in August 2010 (Amendment No. 3) to extend the services through August 31, 2012; and

WHEREAS, Corporation and District amended the Contract in August 2012 (Amendment No. 4) to extend the services through August 31, 2014; and

WHEREAS, Corporation and District amended the Contract in August 2014 (Amendment No. 5) to extend the services through August 31, 2016; and

WHEREAS, Corporation and District amended the Contract in August 2016 (Amendment No. 6) to extend the services through August 31, 2018; and

WHEREAS, Corporation and District amended the Contract in August 2016 (Amendment No. 7) to include providing Diesel Exhaust Fluid (DEF) for 10ea. buses, approximately 2.5 gallons per week per bus, at an average cost of \$2.99 per gallon, with the same fuel surcharge of \$0.42; and

WHEREAS, Corporation and District wish to extend the Contract for an additional two (2) years under the modified terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the faithful performance of the terms, conditions, promises and covenants contained in this Amendment No. 8 to the Contract, and the continuing provisions of the Contract, the parties agree as follows:

Emeryville-Go-Round Service Agreement

Amendment Number 8

Contract, paragraph 1, PERIOD OF PERFORMANCE, is modified to read as follows:

The Agreement shall be extended for an additional **two (2) years through August 31, 2020**, subject to termination or extension of the Agreement as provided in Contract clause 4, Termination and Notices, and Contract clause 5, Modification.

No other changes are required at this time. All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8, on the dates set forth below.

**ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT:**

**EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION:**

Michael A. Hursh Date
General Manager

Signature Date

APPROVED AS TO FORM AND CONTENT:

Printed Name

Denise Standridge Date
General Counsel

Title

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2018 ("Effective Date"), by and between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and Yorke Engineering, a Limited Liability Corporation, herein called the "Consultant."

RECITALS

WHEREAS, Association is planning to retain the assistance of a consulting firm to provide storm water assistance services for the Association's transportation service; and

WHEREAS, Association has reviewed the qualifications of the Consultant and determined that the Consultant possesses the skill, experience and certifications required to provide the services required by the Association; and

WHEREAS, Association has previously authorized five thousand, two-hundred seventeen dollars (\$5,217) for the initial site assessment and preparation of the storm water pollution prevention plan as required per the license agreement with Novartis Vaccines and Diagnostics, Inc. for use of the 4555 Horton Street, temporary bus yard; and

WHEREAS, Association desires to retain Consultant to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties mutually agree as follow:

1. **Scope of Services:** Subject to such policy direction and approvals as the Association through its Board of Directors or Executive Committee may determine from time to time, Consultant shall perform the services set out in the Scope of Services attached hereto as Exhibit A (Proposal Letter, dated July 12, 2018) and incorporated herein by reference.
2. **Time for Performance:** The services commenced on July 12, 2018 and shall continue through June 30, 2019. The parties may extend this term by mutual agreement.
3. **Compensation and Method of Payment:**
 - A. **Compensation:** The compensation to be paid to Consultant shall be at the rates set forth in Exhibit A which is attached hereto and incorporated herein. However, in no event shall Consultant's compensation exceed Eight Thousand Dollars (\$8,000). Compensation for any additional terms shall be negotiated by the parties.
 - B. **Method of Payment:**
 1. **Monthly Statements:** As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the Association a statement of account which clearly sets forth the designated items of work for which the billing is submitted, the hours worked and the hourly rate for each person performing work. Each statement of account shall also include a detailed record of the month's actual revenue reimbursable expenditures.
 2. **Timing of Payment:** Association shall review Consultant's monthly

statement and pay Consultant for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements.

4. **Hold Harmless:** Consultant shall indemnify, defend and hold harmless the Association, its officers, employees and agents (collectively the "Indemnified Parties") and Novartis Vaccines and Diagnostics, Inc. from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from or related to the intentional or willful misconduct, acts, errors or omissions of Consultant, its employees or agents in the performance of this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any claim arising from the negligence or willful misconduct of the Indemnified Parties.

5. **Relationship between the Parties:** Consultant is, and at all times shall remain, an independent contractor, not an agent or employee of the Association. Consultant shall be solely responsible for all acts of its employees, agents or subconsultants, including any negligent acts or omissions. Consultant shall have no Association to act on behalf of the Association or to bind the Association to any obligation whatsoever, unless the Association provides prior written authorization to Consultant. As an independent contractor, Consultant shall not be entitled to any benefit, right or compensation from the Association other than those provided for in this Agreement. As an independent contractor, Consultant may have tax obligations, including self-employment taxes, which are his sole responsibility. Upon request of Association, Consultant shall cooperate with Association by providing information and documents relating to its independent contractor status.

6. **Key Personnel:** It is understood and agreed by the parties that at all times during the term of the Agreement that Michael Dudasko shall serve as the key personnel of Consultant to undertake, render and oversee all of the services under the Agreement.

7. **Ownership of Work:** All documents furnished to Consultant by Association and all reports and supportive data prepared by Consultant by this Agreement are Association's property and shall be given to Association at the completion of Consultant services. Association acknowledges that documents and supportive data prepared by Consultant have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Association reuses such documents prepared by Consultant for purposes other than those contemplated under this agreement without the written consent of Consultant, the Association will hold harmless, indemnify and defend the Consultant, its agents, subconsultants and employees from any and all claims arising out of such reuse.

8. **Compliance with Laws:** Consultant shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents to Association that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Business License for the City of Emeryville.

9. **Insurance:**

A. **Minimum Scope of Insurance:** Prior to commencing work and during the entire

term of the Agreement, Consultant shall procure and maintain the following insurance policies in these minimum amounts:

1. Commercial General Liability Coverage, in the amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.
2. Automobile Liability coverage in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. For any employees, Workers' Compensation as required by the State of California, and Employers' Liability Insurance, One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

B. Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

1. The Association, its members, officers, employees and agents and Novartis Vaccines and Diagnostics, Inc. ("Insured Parties") are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be considered primary insurance as respects the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
4. The insurer waives all rights of subrogation against Association, its elected and appointed officers, employees and agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Association, its elected and appointed officers, employees and agents.
6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to the Association.

C. Verification of Coverage: Consultant shall provide to the Association all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Association on or before commencement of performance of this Agreement. The Association reserves the right to require complete, certified copies of all required insurance policies at any time.

- D. Acceptability of Insurers: All insurance companies providing coverage to Consultant for purposes of this Agreement shall be authorized by the Insurance Commissioner of the State of California to transact business within the State of California and shall an A.M. Best's rating of no less than "A:VII".
- E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention's must be declared to and approved by the Association. At the Association's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured receptions.

10. **Assignment and Subcontracting:** The parties recognize that a substantial inducement to Association for entering into this Agreement is the professional reputation, experience and competence of Consultant. Therefore, Consultant may not assign any right or obligation pursuant to this Agreement without the prior written permission of Association. Furthermore, Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of Association. Any assignment of any right or obligation or subcontracting of any work without Association consent shall be void and of no effect.

11. **Nondiscrimination:** Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.

12. **Termination of Agreement:** Either party may terminate this Agreement without cause upon giving sixty days written notice to the other party. In addition, Association may suspend Consultant's performance of the agreement upon 24 hours' notice, provided that such suspension shall not affect Consultant's compensation. In the event of such a termination, Consultant shall be entitled to any compensation owed for services rendered up to the effective date of termination.

13. **Amendment:** This Agreement constitutes the complete and exclusive statement of the Agreement to Association and Consultant. It may be amended or extended from time-to-time by written agreement of the parties hereto.

14. **Litigation Costs:** In the event either party commences legal action to enforce this Agreement, the prevailing party shall be entitled to reasonable costs and expenses, including attorneys' fees.

15. **Written Notification:** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Association: Emeryville TMA
1300 67th Street
Emeryville, CA 94608

And:

If to Consultant: Yorke Enginnering, Inc

16. **Waiver**: Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

17. **Execution**: This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

18. **Venue**: In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Alameda, California.

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IN WITNESS WHEREOF, the Association and Consultant have executed this Agreement as of the date first above written.

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

CONSULTANT

By: _____
 Chair

By: _____

Print Name: _____

Title: _____

July 12, 2018

Ms. Veronica Hatstrup
Emeryville Transportation Management Association
Gray-Bowen-Scott
1211 Newell Avenue, Suite 200
Walnut Creek, CA 94596
Work: (925) 937-0980 x212
Cell: (925) 899-4246
E-mail: Roni@GrayBowenScott.com

Subject: Proposal – Environmental Compliance – 2018-2019 Storm Water Assistance

Dear Ms. Hatstrup:

Thank you for this opportunity to assist Emeryville Transportation Management Association (ETMA) by providing environmental compliance services.

QUALIFICATIONS

Yorke Engineering, LLC (Yorke) was founded in 1996 to provide professional air, water, and waste environmental services to clients in government and industry. With offices in Los Angeles, Alameda, Kern, Fresno, Orange, Ventura, San Diego, and Riverside Counties, we have served over 800 client organizations, including schools and universities, transportation companies, chemical manufacturers, metal processing companies, recyclers, power generation facilities, utilities, cities, counties, hospitals, large industrial facilities, petroleum distribution and refining operations, and special districts, among others. Yorke staff has provided storm water services to over 200 clients covered by California's Industrial General Permit (IGP) for storm water discharges from industrial facilities, including preparing Storm Water Pollution Prevention Plans (SWPPPs), evaluating facility sampling results versus Numeric Action Levels (NALs), performing Qualified Industrial Storm Water Practitioner (QISP) Level 1 Evaluations, and developing strategies and Best Management Practices (BMPs) designed to eliminate or reduce the impact of exceeding NALs. We also have eight QISPs on staff, four of whom are Trainers of Record (ToRs) and are certified to train QISPs. We routinely work with and are well respected by various agency staff at the Regional Water Quality Control Boards (RWQCBs) and State Water Resources Control Board (SWRCB).

For more information on Yorke, please visit our website at www.YorkeEngr.com.

BACKGROUND

We understand ETMA is seeking storm water compliance services for its bus storage location in Emeryville, CA. This facility is engaged in industrial activities with the potential to impact storm water and is therefore required to maintain compliance with California's General Permit for Discharges of Storm Water Associated with Industrial Activities (IGP).

ETMA is also requesting compliance assistance with IGP-required inspections and reporting for the 2018-2019 reporting year (July 1, 2018, through June 30, 2019). The IGP conditions for

subjected businesses require reporting of storm water sampling within 30 days of receiving sampling results, an Annual Comprehensive Site Compliance Evaluation (ACSCE), and the associated annual submittal of a Storm Water Annual Report (Annual Report), by July 15th of each year. The reporting of the sampling data and the Annual Report are required to be submitted to the local RWQCB using the Storm Water Multiple Application and Report Tracking System (SMARTS) online submittal tool.

SCOPE OF WORK

The scope of work includes the effort to provide storm water services to maintain compliance with the IGP. We will perform the following tasks as necessary:

We will perform the following tasks as necessary:

Task 1 – Monthly Storm Water Visual Inspections

Yorke will visually observe each drainage area once per month for 12 months starting in July 2018 during daylight hours for the following:

- The presence or indications of prior, current, or potential unauthorized non-storm water discharges (NSWDs);
- Authorized NSWDs, sources, and associated BMPs; and
- Outdoor industrial equipment and storage areas, outdoor industrial activity areas, BMPs, and all other potential sources of industrial pollutants.

Deliverable: Completed Monthly Inspection Forms

Task 2 – Sample Collection

A Yorke consultant will, weather permitting, collect storm water samples from four qualifying storm events (QSEs) during the year: two (2) during the first half of the reporting year (July 1 through December 31) and two (2) from the second half of the reporting year (January 1 through June 30). A QSE is a precipitation event that produces a discharge for at least one drainage area and is preceded by at least 48 hours with no discharge from any drainage area. Yorke will take samples in accordance to the IGP Fact Sheet Section 1 D-10:

“...to collect samples during scheduled facility operating hours from each drainage location within four hours of: (1) the start of the discharge from a QSE occurring during scheduled facility operating hours, or (2) the start of scheduled facility operating hours if the QSE occurred in the previous twelve (12) hours.”

Yorke will obtain sample kits prior to coming on-site. Once on-site, we will proceed to collect storm water samples, fill out the sampling event visual observation form, and fill out the chain of custody forms and sample bottle labels. Yorke will use broad-range litmus paper or a digital pH meter to determine the storm water sample pH at the time of collection, as required to meet the IGP requirements.

Yorke will conduct a preliminary site visit in order to inspect the facility and all sample locations and review the current sampling collection method. Yorke will attempt, weather permitting, to capture at least one sample during the Sunday bus washing or the following morning.

Deliverable: Completed Chain of Custody Forms and Sampling Event Visual Observation Forms

Task 3 – Data Entry of Storm Water Sampling Results in SMARTS

Yorke will enter data for storm water sampling results from July 2018 through June 2019. Once the data is entered, as required by SMARTS, the Legally Responsible Person (LRP) or Duly Authorized Representative (DAR) from ETMA will need to review and formally submit each Ad Hoc Report. This task includes up to four sampling events.

Deliverable: Data Entry in SMARTS

Task 4 – Annual Comprehensive Site Compliance Evaluation and Annual Report

Yorke will assist ETMA with preparing its 2018-2019 Annual Report in accordance with the requirements of the relevant reporting screens in SMARTS. The will include an on-site visit to perform the following activities to complete the ACSCE:

- An inspection of all areas of industrial activity and associated potential pollutant sources for evidence of, or the potential for, pollutants entering the storm water conveyance system;
- An inspection of all drainage areas previously identified as having no exposure to industrial activities and materials in accordance with the definitions in Section XVII of the IGP;
- An inspection of equipment needed to implement the BMPs;
- An inspection of any BMPs;
- A review and effectiveness assessment of all BMPs for each area of industrial activity and associated potential pollutant sources to determine if the BMPs are properly designed, implemented, and effective in reducing and preventing pollutants in industrial storm water discharges and authorized NSWDS; and
- An assessment of any other factors needed to comply with the requirements in Section XVI.B of the IGP.

In addition, Yorke will require the following additional information from ETMA in order to complete the ACSCE:

- Sampling, visual observation, and inspection records conducted during the reporting year (July 1, 2018, through June 30, 2019).

Deliverables: On-Site Evaluation of Compliance Status; Draft 2018-2019 Storm Water Annual Report

COST ESTIMATE

We propose to perform this effort on a time and materials basis. Thus, only the effort required will be billed. If additional or unusual circumstances arise and additional effort is needed, authorization will be obtained prior to any additional effort.

Table 1: Estimated Engineering Hours

Task	Description	Hours
1	Monthly Storm Water Visual Inspections	19
2	Sample Collection	12
3	Data Entry of Storm Water Sampling Results in SMARTS	7
4	Annual Comprehensive Site Compliance Evaluation and Annual Report	3
Total (Hours)		41

Table 2: Cost Estimate and 2018 Labor Rates*

Labor Category	Hours	Labor Rate (\$/Hour)	Extended
Principal Engineer/Scientist II		\$203	\$0.00
Principal Engineer/Scientist I	7	\$196	\$1,372.00
Senior Engineer		\$181	\$0.00
Senior Scientist/Project Manager		\$170	\$0.00
Engineer	34	\$154	\$5,236.00
Scientist		\$142	\$0.00
Staff		\$104	\$0.00
Clerical/Project Support	2	\$78	\$156.00
ODCs**			\$909.00
Total			\$7,673.00

*Labor rates adjust by 3.5% rounded to the nearest dollar on January 1st of each year. Overtime, if required, will be billed at 1.3 times the listed rate.

**Other direct costs, such as shipping and copies, will be billed at cost, and mileage will be billed at the standard IRS rate, except subcontracted services, if required, will be marked up 10%.

Assumptions

In preparation of our estimate, we have made the following assumptions:

- Our effort will be limited to the budget defined, and if further effort is required, additional budget will be proposed for approval;
- ETMA will provide requested data in a timely manner;
- Yorke will be provided with a means to access the site for inspections and sampling so that the sampling can be performed without other personnel on-site;
- We will conduct up to 17 on-site visits, including 12 for monthly visual observations, one for the ACSCE, and four sampling events; additional meetings at the facility or at ETMA offices, if needed, will be conducted on a time and materials basis at additional cost;
- Services will be billed upon completion of each sampling event;
- A Monitoring Implementation Plan (MIP) will be provided to Yorke that is in compliance with the IGP;
- Sampling will not require any pumps or any other special apparatus;

- ETMA will apprise Yorke of any changes to storm water management that may affect visual monitoring;
- Storm water samples will be collected by Yorke personnel during the working hours of Monday through Friday, 8 a.m. to 5 p.m., if possible, but Yorke QISPs will be available in off-working hours 24 hours a day during the 5-day work week; if available, one of our QISPs will also collect on weekends;
- Sampling kits are expected to be provided by the labs;
- In the event Yorke personnel visits the site upon concurrence with ETMA to perform sampling and the discharge areas are not flowing (e.g., the rain stops), this will be considered a non-qualifying event and this effort will be billed at additional cost on a time and materials basis;
- Up to four sampling events are included for SMARTS data entry;
- ETMA is responsible for coordinating the laboratory pickup and analysis of sampling parameters;
- ETMA is responsible for the payment of laboratory services;
- Yorke can be identified to be copied on e-mail receipt of the laboratory analytical results; and
- Yorke will upload information into SMARTS and ETMA is responsible for certifying and submitting the information uploaded.

AUTHORIZATION TO PROCEED

If you concur with our proposal, you may simply fax [(949) 248-8499] or e-mail back this signed contract for us to begin, or if you prefer you may incorporate this proposal into your own purchase order or contract. The terms and conditions for performing this effort are contained in Attachment A.

Thank you again for this opportunity to assist in this project, and we look forward to working with you. If you have any questions, please call me at (949) 248-8490 x228.

Sincerely,



Brian A. Yorke

Dir. of Operations & Marketing

For Contract Approvals: Contracts@YorkeEngr.com

For Proposal/Technical Questions: BYorke@YorkeEngr.com

Signature of Agreement

Date

Printed Name and Title

ATTACHMENT A

Yorke Engineering, LLC Terms and Conditions

Scope of Services

Yorke Engineering, LLC (“Yorke”) agrees to perform the services particularly described in the agreement to which these terms are attached. The services are to be performed by Yorke as a consultant to Emeryville Transportation Management Association (CLIENT).

Compensation

CLIENT agrees to pay, and Yorke agrees to accept, compensation in accordance with the agreement to which these terms are attached. Payment will be made Net 30 days.

Responsibility of Yorke Engineering

Yorke is an independent contractor. CLIENT shall not direct the services or the means for accomplishment of the services to be performed. CLIENT, however, retains the right to require the services provided by Yorke to meet specific standards and requirements of the project without regard to the manner and means of accomplishment thereof.

Termination

CLIENT may terminate this contract for its convenience. Yorke shall be compensated for services provided to the date of termination. If Yorke persistently fails to provide the services in a manner satisfactory to CLIENT, then CLIENT may terminate this contract. Yorke shall be compensated for completed and useful services provided to the date of termination.

Choice of Law/Jurisdiction

This contract shall be subject to the laws of the State of California. Jurisdiction of litigation shall be in that state.

Severability

If any part of this contract is found to conflict with applicable laws, such part shall be null and void, but the remainder of this contract shall be in full force and effect.

Limitation of Liability

It is specifically agreed by and between Yorke and CLIENT, as a reasonable allocation of risks hereunder, that in no event shall Yorke’s liability (including Yorke’s employees, subcontractors, and consultants) to CLIENT exceed:

- A. As to liabilities relating to defects of design, remedial action, failure to render services, ordinary negligence, errors and omissions, permitting, and other similar actions arising under any individual project, not more than the dollar value of the applicable project; or
- B. As to all other remaining liabilities of every kind or nature, the sum of \$5,000.00 in aggregate for all such liabilities under this contract.

CLIENT agrees that any claim for damages filed against Yorke by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Yorke or its

successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.

Consequential Damages

Yorke shall not be liable to CLIENT for any incidental, indirect, special, or consequential damages (including but not limited to damages for loss of use, power, business good will, revenue, or profit, nor for increased expenses or business interruption) arising out of or related to the performance or non-performance of this contract and related project.

Non-Solicitation and Recruiting Fees

During the term of this agreement and for 2 years from the date the agreement is terminated, CLIENT will not directly or indirectly, on their own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any Yorke employee for employment who is involved in the performance of their duties for the CLIENT.

If a violation of the Non-Solicitation portion of this agreement is discovered, or the CLIENT chooses to hire the aforementioned Yorke employee, the CLIENT agrees to pay Yorke a fee equal to an amount of 75% of the Yorke employee's current salary within 10 business days as a recruiting fee.

Indemnity

Yorke agrees to indemnify CLIENT, its directors, employees, and officers, from and against only those direct claims, causes of action, liabilities, costs, or expenses, including reasonable attorneys' fees (excluding consequential and indirect damages) finally awarded and attributable directly to bodily injury, death, or property damage that CLIENT incurs as a result of actions and that arises directly out of and to the extent of Yorke's negligent acts or willful misconduct in and occurring during the performance of this contract. CLIENT shall provide Yorke reasonable assistance in defense or settlement of such claims. All of the indemnity and other provisions of this paragraph shall also reciprocally apply so that CLIENT is the indemnitor and Yorke is the indemnitee in a corresponding indemnity by CLIENT in favor of Yorke. In the event any liability to a third party results from the joint, concurrent, or combined negligence of Yorke and CLIENT, then Yorke and CLIENT will only indemnify, defend, and hold each other harmless to the extent of the indemnitor's allocable portion of such joint, concurrent, or combined negligence. Yorke shall not be responsible for any damages, costs, or other liability arising out of precontract or site environmental problems or for any liabilities that may arise from the non-negligent performance by Yorke of the work.

Integration

The terms and the agreement to which they are attached represent the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This contract may not be modified except in writing, signed by both parties.



August 10, 2018

Tim Bacon, Chair
Emeryville Transportation Management Association
(via email: tim@ccrpllc.com)

Subject: Project Management Services for the Emery Go-Round Mandela Bus Yard Project

Dear Mr. Bacon,

The Emeryville Transportation Management Association (ETMA) has requested Gray Bowen Scott (GBS) to perform project management and oversight services for the development and project delivery of the Emery Go-Round Mandela Bus Yard Project. We are very pleased to provide ETMA with the following scope and budget for the requested services. GBS will facilitate and coordinate with ETMA Bus Yard Committee and the various stakeholders for the project including Caltrans and the City of Oakland. GBS will provide oversight and project management for the BKF scope of work and contract to provide environmental clearance and final design documents for the proposed project. GBS will also lead the effort to obtain the Caltrans airspace lease agreement and required conditional use and encroachment permits with the State and the City of Oakland on behalf of ETMA.

Enclosed is the scope of work for the GBS project management services for the Mandela Bus Yard Project and the proposed budget is shown below.

GBS Project Management Tasks and Proposed Budget:

Task No.	Description	GBS	Subconsultant	Total
1	Project Administration and ETMA Coordination	\$ 26,000	\$ -	\$ 26,000
2	Caltrans Coordination	\$ 18,000	\$ -	\$ 18,000
3	City of Oakland Coordination	\$ 11,000	\$ 7,000	\$ 18,000
4	Environmental and Final Design Oversight	\$ 23,000	\$ -	\$ 23,000
5	Caltrans Encroachment Permit and Contract Advertisement Support	\$ 6,000	\$ -	\$ 6,000
EX	Expenses	\$ 2,000	\$ -	\$ 2,000
Total Budget		\$ 86,000	\$ 7,000	\$ 93,000

We look forward to your notification to proceed with the proposed scope of work and to a successful delivery of the project.

Sincerely,

Veronica Hatrup
Executive Director

Gray-Bowen-Scott

Proposed Scope of Work

Project Management Services for the Emery Go-Round Mandela Bus Yard Project

Task 1 - Project Administration and ETMA Coordination

Consultant will provide project administrative services to facilitate the project work including budget tracking, schedule management, and preparation of invoices and progress reports. Consultant will review invoices and progress reports and manage the scope of work and budget for the design consultant's work.

Consultant will communicate and coordinate with ETMA staff on a regular basis to keep the client informed of the status of the work, critical issues and approvals, and budgets to complete. The task assumes a monthly coordination call with the ETMA Bus Yard Committee staff and attendance at ETMA board meetings (up to 8-meetings) to provide updates on the project delivery to the ETMA Board of Directors.

The period of performance for this scope is assumed to be over a 17-month period from August 2018 to December of 2019. It is assumed the project will obtain the necessary approvals and permits for Caltrans and the City of Oakland to allow the project construction advertisement in December of 2019.

Task 1 – Deliverables:

- Monthly Invoices, Budget Tracking Sheets, and Progress Reports
- Project Delivery Schedule and Updates
- Preparation for and Attendance of Monthly ETMA Bus Yard Committee Calls/Meetings
- Preparation for and Attendance of ETMA Board Meetings

Task 2 - Caltrans Coordination

Consultant will provide project management and coordination efforts to assist ETMA with securing the Caltrans Airspace Lease Agreement for the proposed site. Consultant will attend regular meetings with Caltrans staff (up to 8-meetings) and assist ETMA with document preparation and negotiation efforts to develop and review the terms of the lease agreement. It is assumed that ETMA will directly enter into a lease agreement with Caltrans.

This task also includes assistance and coordination efforts to support ETMA with obtaining the necessary R/W documents and approvals from Caltrans to utilize a portion of the existing excess lands parcel adjacent to the airspace for driveway access from Mandela Parkway into

the bus yard facility. It is assumed that either a partial R/W take, or an R/W easement will be required for ETMA on the Caltrans excess lands parcel. Consultant will meet with Caltrans R/W staff (up to 4-meetings) to determine the scope of documents required and assist ETMA with negotiation and document preparation for the R/W acquisition.

It is assumed Caltrans will take the lead for the environmental approval as the CEQA and NEPA lead. Consultant will coordinate with the design team and attend meetings (up to 2-meetings) with Caltrans environmental staff to help facilitate the environmental studies and approval.

Task 2 – Deliverables:

- Caltrans Meeting Preparation and Attendance
- Caltrans/ ETMA Air Space Lease Agreement
- Caltrans/ ETMA R/W Documentation

Task 3 - City of Oakland Coordination

Consultant will coordinate directly with the City of Oakland staff to determine the project permit needs and level of involvement from the city. It is assumed that a Conditional Use Permit from the city will be required for project approval and for Caltrans to execute the lease agreement. Consultant will utilize the services of the former City of Oakland Public Work Director, Brooke Levin, to help with this task. The consultant will meet (up to 6-meetings) with city staff to define the project requirements and coordinate overall project progress and schedule. The consultant will also coordinate the design consultants progress and deliverables with the city staff for their review and concurrence. The task includes obtaining the concurrence and conditional use permit from the city for project approval.

Task 3 – Deliverables:

- Meeting Preparation and Attendance
- City of Oakland Conditional Use Permit
- City of Oakland Design and Project Concurrence

Task 4 - Environmental and Final Design Oversight

Consultant will manage and direct the design consultants' scope of work for the project delivery. Consultant will meet with the design team on a regular basis and closely monitor the progress and project development efforts. Consultant will review and comment on the design team's deliverables and lead the coordination efforts of deliverables with Caltrans and the City of Oakland. The task assumes check in meetings (up to 6-meetings) with the design team over the period of performance. The design team will be responsible to obtain environmental approval, prepare final design procurement documents, and obtain design approval from

Caltrans and the City of Oakland. The design team will also provide information required for the project's required permits. Consultant will oversee the development of this work and regularly update ETMA staff with progress and issues as they arise.

Task 4 – Deliverables:

- Meeting Preparation and Attendance
- Review and Comments of Design Team Submittals

Task 5 - Caltrans Encroachment Permit and Contract Advertisement Support

Consultant will assist ETMA with obtaining the Caltrans Encroachment Permit for construction activities and support ETMA efforts for the construction advertisement. The scope does not include efforts beyond the advertisement of the construction work and a separate amendment will be required to supplement budget to assist ETMA with any management or support services during construction.

Task 5 – Deliverables:

- Caltrans Encroachment Permit
- Contract Procurement Documents and Construction Advertisement Support

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND BKF ENGINEERS**

THIS AMENDMENT NO. 5 to agreement dated July 19, 2017 between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and BKF Engineers, a California Corporation, herein called the "Consultant."

RECITALS

WHEREAS, Association retained Consultant to provide preliminary engineering services to conduct a feasibility analysis on accessibility to a potential bus yard site from Mandela Parkway for an amount not to exceed \$5,000; and

WHEREAS, Association amended the agreement to increase the compensation limit by \$38,436 and expand the scope of work to include surveying, conceptual site design and landscaping design services for a potential bus yard on Mandela Parkway in the City of Oakland; and

WHEREAS, Association amended the agreement further to increase the compensation limit by \$8,900 and expand the scope of work to include a circulation study and conceptual site design for a potential short term parking lease on Horton Street in the City of Emeryville; and

WHEREAS, Association amended the agreement to extend the term of services one (1) year to December 31st, 2018; and

WHEREAS, Association amended the agreement to increase the compensation limit by \$16,320 and to expand the scope of services to finalize the site plan and construction documents for the proposed improvements at the short term parking site on Horton Street, and

WHEREAS, Association wishes to further amend the agreement to increase the compensation limit by \$209,741 and to expand the scope of services for the next phase of work to include final design and environmental assistance on the Mandela Parkway site, as referenced in Exhibit A attached and incorporated herein.

NOW, THEREFORE, BE IT MUTUALLY AGREED that Section 3A of the agreement be amended to increase the total compensation by \$209,741 for a total not to exceed limit of \$278,397.

IN WITNESS WHEREOF, the Association approved Amendment No. 5 to this Agreement on the _____ of _____, 2018.

\\

EMERYVILLE TRANSPORTATION MANAGEMENT CONSULTANT
ASSOCIATION

By: _____
Chair

By: _____



August 7th, 2018

Roni Hattrup
 Emeryville Transportation Management Association
 Gray-Bowen-Scott
 1211 Newell Ave., Suite 200
 Walnut Creek, California 94596

**Subject: Proposed Emery Go-Round Bus Yard
 Mandela Final Design Plans, Specification and Estimate**

Dear Ms. Hattrup,

The Emeryville Transportation Management Association (ETMA) is interested in pursuing a long term lease with Caltrans for a site on Mandela Parkway in West Oakland to relocate their Bus Yard. As a result, the Emeryville Transportation Management Association has requested that a Final Design Plans, Specifications and Estimate (PS&E) be prepared for project construction and securing an airspace lease. Per your request, BKF Engineers (BKF) has prepared the following scope of work for the Mandela Site PS&E.

<i>TASK 1 – Project Management</i>	<i>\$10,078</i>
<i>TASK 2 – Environmental Clearance</i>	<i>\$44,000</i>
<i>TASK 3 – Mapping Investigations</i>	<i>\$45,376</i>
<i>TASK 4 – Draft PS&E Submittal</i>	<i>\$64,360</i>
<i>TASK 5 – Final PS&E Submittal</i>	<i>\$38,405</i>
<i>TASK 6 – Permits</i>	<i>\$5,522</i>
<i>Reimbursables</i>	<i>\$2,000</i>
<i>TOTAL</i>	<i>\$209,741</i>

See Attachment 1 for a fee breakdown of these tasks. BKF Engineers' (BKF) scope of work is as summarized below:

TASK 1 – Project Management

Marcelo Cosentino, BKF's Project Manager, will be responsible for managing the project team, providing the resources to complete the job, monitoring and updating the Project budget and schedule, implementing a quality assurance/quality control program and communicating regularly with Gray-Bowen-Scott. Marcelo will keep Gray-Bowen-Scott informed by close communications on a day-to-day basis and be continually available to the Gray-Bowen-Scott as needed. To maintain the Project schedule, BKF will act as strategic counsel by flagging issues, providing recommended solutions for discussion and implementing the accepted action.

BKF will provide project management services for each task for the entire duration of the projects. Marcelo will be responsible for ensuring that the project tasks are completed in a timely manner to the satisfaction of Gray-Bowen-Scott and will use the following management activities to facilitate the Project objectives:

- 1.1 Project Administration** - Supervise, coordinate, and monitor the design for conformance with accepted standards and policies. BKF will establish and implement a quality control procedure for design activities, perform in-house quality control reviews for each task, and submit project deliverables for review in accordance with the approved schedule.
- 1.2 Project Kick-off Meeting** - A kick-off meeting will be scheduled immediately after the Notice-to-Proceed to confirm the scope and objectives for final design. BKF will work with Gray-Bowen-Scott staff to establish project expectations, discuss agency reviews and determine the schedule for the Project.
- 1.3 Progress Review Meetings** – BKF will set up and run Project Review Meetings after each milestone Submittal. We will discuss the Project progress, issues which may affect the Project schedule and budget, and any other agenda items that may require discussion.
- 1.4 Project Schedule** – BKF will prepare and update the project schedule using Microsoft Project software to be submitted at each Progress Review Meeting. Project Schedule will include key milestones and agency review periods.
- 1.5 Invoices/Progress Reports** – BKF will prepare monthly invoicing that will include costs to date and percent complete.

TASK 1 – DELIVERABLES:

- » Progress Review Meeting minutes and agenda
- » Project Schedule

TASK 2 – Environmental Clearance

As a subconsultant to BKF, David J. Powers and Associates (DJP&A) will prepare the required environmental documents to comply with CEQA for the proposed project.

Since the project is located on Caltrans property, DJP&A assumes that Caltrans will be the lead agency for CEQA. DJP&A assumes that this project will be approved with a Categorical Exemption (CE) with the appropriate technical studies, which will meet the requirements of CEQA.

- 2.1 CEQA Clearance and Project Initiation:** DJP&A will review relevant background and technical information provided by the Emeryville Transportation Management Association and the project team. DJP&A will conduct a site visit to evaluate and document the existing project site conditions with Caltrans staff and the project team and to verify the project's eligibility for a CE under CEQA. DJP&A will meet with Caltrans staff and the project team, to develop an understanding of the project as well as to agree upon the number and scope of technical studies to be prepared.
- 2.2 Technical Studies:** Based on our understanding of the project and the site conditions, we anticipate that Caltrans will process the project with a CE under CEQA, including the preparation of one or more of the following technical studies:

Air Quality

If required, Illingworth & Rodkin, Inc. (I&R), as a subconsultant to DJP&A, will prepare an air quality assessment that quantifies emissions during both the construction and operational phases of the project. To the extent required by Caltrans, criteria air pollutants, TACs, and GHGs will be assessed and addressed.

Cultural Resources

If required, Archaeological/Historical Consultants (A/HC), as a subconsultant to DJP&A, will prepare the following documents:

- Area of Potential Effects (APE) Map
- Archaeological Survey Report (ASR), including Native American consultation
- Historic Resources Compliance Report (HRCR)

This scope assumes no Historic Resources Evaluation Report (HRER) will be necessary for this project. This scope also assumes that no Extended Phase 1 (XP1) testing will be required.

Noise Technical Memorandum

If required, Illingworth & Rodkin, Inc. (I&R), as a subconsultant to DJP&A, will address noise and vibration resulting from the construction and operational phases of the project. I&R staff will complete the following tasks:

- Identify sensitive receptors;
- Quantify existing noise levels;
- Quantify noise from major construction activities
- Quantify noise from the operation of the facility
- Establish appropriate significance thresholds and assess noise and vibration impacts; and
- Recommend measures to mitigate the impacts, if warranted.

CEQA Notice of Exemption (NOE)

DJP&A will prepare the CEQA NOE forms and provide them to Caltrans for review and comment. DJP&A will coordinate any revisions with Caltrans and will provide a final version of the CEQA NOE for signature. This scope assumes that Caltrans will file the NOE with the State Clearinghouse.

TASK 2 – DELIVERABLES:

- » CEQA Notice of Exemption
- » Technical Studies as required by Caltrans

TASK 3 – Mapping/Investigations

BKF has already conducted site investigations and reviewed available documentation provided by Gray-Bowen-Scott. After BKF receives the notice to proceed, we will conduct supplemental investigations of the project sites and obtain and review any additional background information required for final design. This task will consist of compiling and reviewing additional existing data pertinent to the project and performing additional investigations necessary to verify the project's constraints, criteria and scope. Also included are planning phase activities, identifying supplemental information and performing supplemental field survey work. This work will consist of the following:

- 3.1 Collect Record Data and Project Information** - BKF will obtain and review additional available data and information necessary for the final design of the project. This information will be obtained from the City, utility companies, and other organizations. BKF will compile right of way record maps, utility occupation drawings, block maps, and third party utility as-built information of record to supplement the topographic base sheets and begin the utility verification process.
- 3.2 Geotechnical Investigation** –As a subconsultant to BKF, Geocon Inc. will conduct the project geotechnical investigation including a field exploration program, geotechnical and hazardous material laboratory testing, and engineering analysis. As part of the investigation, Geocon will:
- Review available preliminary design plans and LOTB sheets for the I-580 viaduct.
 - Perform a site reconnaissance to review project limits and site logistics, evaluate drill rig access and mark out exploratory boring locations in the field for subsequent utility clearance.
 - Obtain a Caltrans Encroachment Permit.
 - Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to performing exploratory excavations.
 - Retain the services of a California C-57 licensed driller to perform approximately 8 shallow borings to depths of 4 ½ feet or less using a conventional truck-mounted drill rig.
 - Obtain representative soil samples using a driven California Modified sampler or Standard Penetration Test (SPT) sampler. Bulk soil samples will also be obtained. Soil samples will also be obtained for hazardous material testing.
 - Log the borings in accordance with Caltrans requirements.
 - Upon completion, backfill the borings with compacted soil cuttings or lean concrete.
 - Perform laboratory tests to evaluate pertinent geotechnical parameters and support design recommendations. Laboratory testing assignments will depend on the soils conditions encountered in our borings but we anticipate testing for R-value, in-situ dry density and/or moisture content, gradation, plasticity, maximum dry density and moisture content, and unconfined compressive strength. In addition, three samples will be submitted to our laboratory for screening-level corrosion testing.
 - Perform laboratory tests on soil for CAM 17 Metals, SVOCs, TPHg/BTEX, TPHd/mo, and TCLP Lead.
 - Analyze field and laboratory data and perform engineering analyses to provide recommendations for new pavements. Assumption is a 30-year design life.
 - Prepare a report with design-level conclusions and recommendations. A Draft and Final report will be prepared.
- 3.3 Topographic Survey and Boundary Mapping** – BKF will perform a supplemental topographic survey of the proposed bus yard and Mandela Parkway. This survey will identify and locate supplemental features needed for final design including conforms, tie-in, and locating other surface features. The survey will use a City of Oakland vertical datum and an assumed, project-specific horizontal datum. Accessing the site will require a Caltrans Encroachment Permit. Boundary Mapping will be prepared of the Caltrans Right-of-Way

using State Record Maps. Preparing ROW mapping with field survey to resolve the final boundary is not included in this scope of work.

- 3.4 Utility Coordination** – BKF is not anticipating that utilities need to be relocated as part of this project. However, it is important to identify existing utilities and mitigate potential impacts. Utility as-built maps will be compared with project improvements to identify potential impacts and mitigation measures. If it is necessary to physically locate a utility, BKF can provide a proposal for a potholing company to perform this work. This task will also involve coordination of utility services for the site, such as domestic water, electric service for lighting and irrigation, and a sanitary sewer connection.

TASK 3 – DELIVERABLES:

- » Utility Mapping in PS&E
- » Right-Of-Way Mapping in PS&E
- » Soil Testing and Pavement Recommendation Report
- » Supplemental Topographic Survey

TASK 4 – Draft PS&E Submittal

With the completion of the site investigations, BKF will prepare Draft PS&E documents for submittal to Caltrans. These construction documents will consist of plans, technical specifications, and engineers estimate.

- 4.1 Construction Plans:** All the major components of the design plans, technical specifications and estimate will be developed to review-ready documents. With the establishment and review of the improvements, design will be production-oriented for preparation of project plans. Plans will be prepared in Caltrans format and will include:
- Cover Sheet: A cover sheet will be prepared to provide an overview of the project limits and an index of project sheets. Project abbreviations and legend will also be included.
 - Project Control: The project control sheet will be prepared to provide monumentation and other project control used for the project.
 - Demolition Plan: BKF will evaluate the existing facilities impacted by the proposed improvements. The evaluation shall include existing conditions, unusual/special conditions and adjustments of manholes/valve covers conflicting with the proposed work. Demolition plans will show existing sidewalk, curb and gutter to be removed, removal of existing street pavement section, roadway excavation, and conform grind area. Additionally, all facilities to be protected in place will be identified. Existing utilities will be shown as background information and be used for utility coordination efforts.
 - Layout Plan: Layout Plans will be prepared showing the bus yard and will illustrate the limits and scope of surface improvements. Plan sheets will include basic horizontal information and identify all major construction features including areas of reconstruction and limits of conform. The plan will be at 1"=20' scale and will show limits of new pavement section, limit of pavement conforms, driveways, curbs and fencing and important elements to protect in place.

- **Construction Details:** Details will be provided as necessary to guide the Contractor on special conditions related to site grading and improvements.
- **Grading Plan:** Grading Plans will be prepared showing the proposed site improvements and existing drainage system with proposed drainage modifications and additions. Existing and proposed elevations will be shown on the plan at every 50 feet and for relevant changes along the street, flow line, and sidewalk.
- **Drainage Plan and Profile:** Plans will include location of proposed manholes and inlets and location of tie-in to the existing drainage system. The drainage plan will be prepared at 1"=20' scale showing the station line with station line/ offset of each manhole and inlet. Important drainage elements to protect in place will be identified. Layout will be provided for the bioretention areas.
- **Signing and Striping Plans:** Plans will show proposed locations of new signs and pavement markings that will be placed as necessary for integration with the new bus yard.
- **Traffic Handling Plans:** Plan will show proposed traffic handling to support construction.
- **Erosion Control Plans:** Plans will show proposed water pollution and erosion control measures.
- **Electrical Plans:** AEC Engineers, as a subconsultant to BKF, will prepare electrical plans for the yard lighting and electrical services. Photometric calculations will also be prepared.
- **Landscape Plans:** DGA, as a subconsultant to BKF, will prepare landscaping plans for the planting and irrigation throughout the site.

4.2 Technical Specifications: The Project technical specifications will be prepared using the Caltrans Standard format and the 2015 Standard Special Provisions.

4.3 Engineers Estimate: The construction cost estimate will be created to validate the current design and verify funding requirements for construction of the Project. The cost estimate will identify construction work items, quantities, unit costs, and summarize the estimated total project cost, including allowances for mobilization and contingencies. Unit prices will be determined from similar projects that were recently constructed in the nearby areas. The Engineers Estimate will be in Caltrans format and use Caltrans Bid Items.

4.4 Quality Assurance/Quality Control (QA/QC): BKF will perform an in-house QA/QC review of the Draft PS&E submittal prior to submitting to EMTA. BKF's quality control review will include the review of the design package and response to comments for coordination among the various design elements. The different project sheets will present the design in a common manner with no contradictions or variances.

TASK 4 – DELIVERABLES:

- » Draft Construction Plans
- » Draft Technical Specifications
- » Draft Engineer's Estimate

TASK 5 – Final PS&E Submittal

With the completion of the draft PS&E, and receiving comments from EMTA and Caltrans, BKF will prepare the final PS&E documents for submittal to Caltrans. The final PS&E will be developed to a construction-ready submittal that will consist of the following:

- 5.1 Construction Plans:** All the major components of the design plans will be developed and coordinated to bid-ready and constructible documents.
- 5.2 Technical Specifications:** The Project technical specifications will be updated to reflect changes in the plans.
- 5.3 Engineers Estimate:** The construction cost estimate will be updated to reflect changes in the plans and specifications and converted to into the bid form (bid schedule).
- 5.4 Quality Assurance/Quality Control (QA/QC):** BKF will perform an in-house QA/QC review of the Final PS&E submittal prior to submitting to EMTA. BKF's quality control review will include the review of the design package and response to comments for coordination among the various design elements. The different project sheets will present the design in a common manner with no contradictions or variances.
- 5.5 Comment Resolution:** BKF will prepare a comment response form (CRF) to track comments from the Draft PS&E Submittal in order to confirm that all comments have been resolved prior to submitting the Final PS&E.

TASK 5 – DELIVERABLES:

- » Final Construction Plans
- » Final Technical Specifications
- » Final Engineer's Estimate and Bid Form
- » Comment Response Form

TASK 6 – Permits

BKF and the project team will assist EMTA in obtaining the following permits:

- 6.1 Caltrans Encroachment Permit for field investigations.** BKF will obtain a Caltrans Encroachment Permit to support the supplemental topographic survey, the geotechnical investigations, and other site investigations.
- 6.2 Caltrans Encroachment Permit for bus yard construction.** Based on conversations with Gray-Bowen-Scott during preliminary design, BKF understands that this project will be approved through Caltrans Airspace with a standard Caltrans Encroachment Permit. It is therefore assumed that a Permit Engineering Evaluation Report (PEER), Project Study Report (PSR), or other Project Initiation Documents (PID) are not required for this project. BKF will prepare the following items as necessary to support the processing of the Caltrans encroachment permit:

- Caltrans Encroachment Permit Application
- Construction Cost Estimate Within the Caltrans Right of Way
- Construction Plans for Work Within the Caltrans Right of Way
- Design Exceptions Fact Sheets Only
- ADA Compliance Certification
- Storm water Data Report (Short Form)

6.3 City of Oakland Conditional Use Permit. BKF will prepare a conditional use permit application for submittal to the City of Oakland. The CUP will demonstrate that this land use is compatible with the neighborhood and complies with the City General Plans. BKF assumes 2 meeting with the City of Oakland to review the permit application.

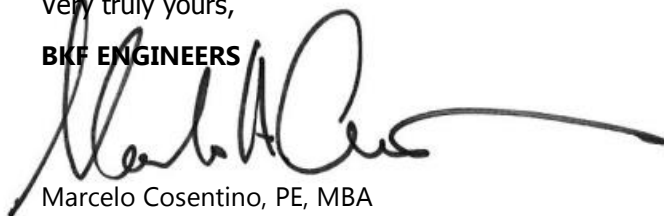
TASK 6 – DELIVERABLES:

- » Caltrans Encroachment Permits
- » City of Oakland Conditional Use Permits

BKF looks forward to providing the Emeryville Transportation Management Association and Gray-Bowen-Scott with continued professional service and quality in preparation of the PS&E for the Mandela Yard. We appreciate the opportunity to submit this proposal and look forward to working with you.

Very truly yours,

BKF ENGINEERS



Marcelo Cosentino, PE, MBA
Project Manager

Attachments:

1. Fee Breakdown

Emeryville Transportation Management Association
Emery Go-Round Bus Yard
Mandela Yard PS&E

TASK	SCOPE DESCRIPTION	STAFF CATEGORY										EST FEE
		PIC (Natalina Bernardi)	PM (Marcelo Cosentino)	Principal (Davis Thresh)	QA/QC (Carmelo Cecilio)	Engineer IV/ Survey IV	Engineer III/ Survey III	Engineer II/ Survey II	Engineer I/ Survey I	Drafter III	Field Crew	
		\$237.00	\$197.00	\$237.00	\$197.00	\$182.00	\$168.00	\$148.00	\$129.00	\$143.00	\$278.00	
Task 1	Project Management											
1.1	Project Administration	2	10									12
1.2	Project Kick-off Meeting		4				4					8
1.3	Progress Review Meetings		8				6					14
1.4	Project Schedule	2	2				4					8
1.5	Invoices/Progress Reports	2	8									10
	Subtotals	6	32	-	-	-	14	-	-	-	-	52
Task 2	Environmental Clearance											
2.1	CEQA Clearance and Project Initiation (Also see DJPA below)											0
2.2	Technical Studies (Also see DJPA below)											0
	Subtotals	-	-	-	-	-	-	-	-	-	-	-
Task 3	Mapping/Investigations											
3.1	Collect Record Data and Project Information		2					8	8			18
3.2	Geotechnical Investigation (Also See Geocon below)											0
3.3	Topographic Survey and Boundary Mapping		3	1			6		40		16	66
3.4	Utility Coordination		2					8		8		18
	Subtotals	-	7	1	-	-	6	16	48	8	16	102
Task 4	Draft PS&E Submittal											
4.1	Construction Plans (Also see DGA/AEC Below)		8				40	50	30	50		178
4.2	Technical Specifications (Also see DGA/AEC Below)		4				24					28
4.3	Engineer's Estimate (Also see DGA/AEC Below)		4					16	16			36
4.4	Quality Assurance / Quality Control		4		4							8
	Subtotals	-	20	-	4	-	64	66	46	50	-	250
Task 5	Final PS&E Submittal											
5.1	Construction Plans (Also see DGA/AEC Below)		8				20	24		24		76
5.2	Technical Specifications (Also see DGA/AEC Below)		4				12					16
5.3	Engineer's Estimate (Also see DGA/AEC Below)		4					12	12			28
5.4	Quality Assurance / Quality Control		4		4							8
5.5	Comment Resolution		4				4					8
	Subtotals	-	24	-	4	-	36	36	12	24	-	136
Task 6	Permits											
6.1	Caltrans Encroachment Permit - Investigations		2					4				6
6.2	Caltrans Encroachment Permit - Construction			4				16				20
6.3	City of Oakland Conditional Use Permit		4					4				8
	Subtotals	-	10	-	-	-	-	24	-	-	-	34

Emeryville Transportation Management Association
Emery Go-Round Bus Yard
Mandela Yard PS&E

TASK	SCOPE DESCRIPTION	STAFF CATEGORY										EST FEE	
		PIC (Natalina Bernardi)	PM (Marcelo Cosentino)	Principal (Davis Thresh)	QA/QC (Carmelo Cecilio)	Engineer IV/ Survey IV	Engineer III/ Survey III	Engineer II/ Survey II	Engineer I/ Survey I	Drafter III	Field Crew		Total
		\$237.00	\$197.00	\$237.00	\$197.00	\$182.00	\$168.00	\$148.00	\$129.00	\$143.00	\$278.00		
		PIC (Natalina Bernardi)	PM (Marcelo Cosentino)	Principal (Davis Thresh)	QA/QC (Carmelo Cecilio)	Engineer IV/ Survey IV	Engineer III/ Survey III	Engineer II/ Survey II	Engineer I/ Survey I	Drafter III	Field Crew	Total	
	Totals By Classifications	6	93	1	8	-	120	142	106	82	16	574	
	Total Direct Labor	\$ 1,422.00	\$ 18,321.00	\$ 237.00	\$ 1,576.00	\$ -	\$ 20,160.00	\$ 21,016.00	\$ 13,674.00	\$ 11,726.00	\$ 4,448.00	\$ 92,580.00	\$ 92,580.00
Subconsultant													
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6						
David J. Powers (Environmental)			\$ 44,000.00										\$44,000.00
Geocon (Geotechnical)				\$ 28,600.00									\$28,600.00
Gates + Associates (Landscaping)					\$ 17,085.00	\$ 10,340.00							\$27,425.00
AEC Engineers (Electrical)					\$ 8,943.00	\$ 6,193.00							\$15,136.00
Subconsultant Costs													\$115,161.00
Reimbursable													
Printing, Deliver, Mileage, Postage, Parking													\$ 2,000.00
Reimbursable													\$ 2,000.00
PROJECT TOTAL													\$ 209,741.00

- Assumptions:
- 1. Traffic Studies and analysis is excluded.
 - 2. CCTV and site securite design is excluded.
 - 3. Caltrans ROW Mapping will be from record only.
 - 4. Existing survey control can be reutilized.
 - 5. Construction Staking and Design Services During Construction work is excluded.
 - 6. Utility Potholing work is excluded.

BKF Contract Cost Tracking Worksheet

Prepared by: Emeryville Transportation Management Association

Contract Authorizations	Original Agreement	Amendment #1	Amendment #2	Amendment #3	Amendment #4	Budget Reallocation (Approved Jul 2018)	Amendment #5 (pending Aug 2018)	Total Authorized Budget
Feasibility Study - Mandela	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,000.00
Mandela Site Plan	\$ -	\$ 38,436.00	\$ -	\$ -	\$ -	\$ 10,335.00	\$ 209,741.00	\$ 258,512.00
Horton Site Plan	\$ -	\$ -	\$ 8,900.00	\$ -	\$ 16,320.00	\$ (10,335.00)		\$ 14,885.00
TOTAL	\$ 5,000.00	\$ 38,436.00	\$ 8,900.00	\$ -	\$ 16,320.00	\$ -	\$ 209,741.00	\$ 278,397.00

Invoice #	Invoice period	Turning Feasibility - Mandela Pkwy	Mandela Site Plan	Horton Site Plan	Total
17090612		\$ 2,458.34	\$ -	\$ -	\$ 2,458.34
17100747		\$ 2,537.43	\$ -	\$ -	\$ 2,537.43
17110446	Thru 10/22/17	\$ -	\$ 714.50	\$ -	\$ 714.50
17120267	10/23/17 - 11/9/17	\$ -	\$ 1,140.00	\$ -	\$ 1,140.00
17120683	10/23/17 - 11/9/17	\$ -	\$ -	\$ 3,294.00	\$ 3,294.00
18010783	11/20/17-12/31/17	\$ -	\$ -	\$ 3,036.66	\$ 3,036.66
18010785	11/20/17-12/31/17	\$ -	\$ 380.00	\$ -	\$ 380.00
18020575	1/1/18-1/28/18	\$ -	\$ 12,330.50	\$ -	\$ 12,330.50
18020574	1/1/18-1/28/18	\$ -	\$ -	\$ 394.00	\$ 394.00
18030449	1/29/18-2/25/18	\$ -	\$ 9,103.80	\$ -	\$ 9,103.80
18040616	2/28/2018 - 4/1/18	\$ -	\$ -	\$ 6,352.00	\$ 6,352.00
18050047	4/2/2018-4/29/18	\$ -	\$ -	\$ 1,718.00	\$ 1,718.00
18060497	4/30/18 - 5/27/18	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
18070658	5/28/2018 - 7/1/18	\$ -	\$ 394.00	\$ -	\$ 394.00
	Total Costs To Date:	\$ 4,995.77	\$ 27,812.80	\$ 14,794.66	\$ 47,603.23
Total Authorized Budget		\$ 5,000.00	\$ 258,512.00	\$ 14,885.00	\$ 278,397.00
Remaining Contract Balance:		\$ 4.23	\$ 230,699.20	\$ 90.34	\$ 230,793.77



CITY OF EMERYVILLE

INCORPORATED 1896

COMMUNITY DEVELOPMENT DEPARTMENT
1333 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608-3517

TEL: (510) 596-4360 FAX: (510) 658-8095

July 19, 2018

Veronica Hattrup, Executive Director, ETMA
Gray-Bowen-Scott
1211 Newell Avenue, Suite 200
Walnut Creek, CA 94596

Dear Roni,

Please find enclosed two originals of a Grant Funding Agreement between the City of Emeryville and the Transportation Management Association (ETMA), for directing Transportation Fund for Clean Air (TFCA) funds from the Bay Area Air Quality Management District (BAAQMD) to the ETMA for the Watergate Express.

Please sign page 9 of both originals and return them to me, along with insurance certifications for general liability and workers compensation insurance. I will give them to the City Manager for signature, and we will return one original to you.

Also enclosed please find five decals with the BAAQMD logo. You can put them on the buses that run the Watergate Express route.

Then you can send us a report and invoice for the first six months of 2018, so we can request reimbursement from BAAQMD.

Let me know if you have any questions or concerns.

Best regards,

Diana Keena
Associate Planner

GRANT FUNDING AGREEMENT

This Grant Funding Agreement ("**Agreement**") is made on _____, 2018, ("**Effective Date**") between the City of Emeryville, a municipal corporation, (hereinafter "**City**"), and the Emeryville Transportation Management Association (hereinafter "**ETMA**"), a non-profit public benefit corporation, and collectively referred as the "**Parties**".

RECITALS

A. ETMA operates a shuttle bus service, known as the "Emery-Go-Round" ("**Shuttle**") which provides shuttle services between commercial and residential sites in the City of Emeryville and the MacArthur BART Station in Oakland.

B. The ETMA has successfully operated the Shuttle since 1997. Funding for the Shuttle was initially provided by various members of the ETMA some of whose participation in the ETMA is a result of obligations undertaken in the separate agreements with CITY or the Emeryville Redevelopment Agency related to the development of their properties.

C. In July 2001, City formed a Property Based Business Improvement District ("**PBID**"), pursuant to Street and Highway Code Section 36600 *et seq.* to fund the Shuttle and other transportation services. The PBID created a city-wide assessment on certain business properties in Emeryville found to receive a special benefit from the service for the purpose of funding the Shuttle and other transportation services, following the approval of the assessment by a majority vote of the affected property owners.

D. In July 2006, following the submittal of a petition to renew the PBID by business owners and a successful vote to extend it, the City renewed the PBID for a ten-year period.

E. In 2015, the City Council added Title 3, Chapter 9, Article 1 to the City of Emeryville's Municipal Code, which allowed an assessment on residential properties under a PBID.

F. On August 4, 2015, the City Council called for and duly held an assessment ballot proceeding for the new PBID pursuant to the applicable provisions of state law and the California Constitution. The tabulation of ballots returned indicated that no majority protest was made and accordingly the City Council adopted a resolution (Resolution No. 15-103) establishing the PBID for the next fifteen years, for a term effective FY2015-2016 (EGR Service Year 2016) and ending in FY2029-2030 (EGR Service Year 2030).

G. On January 1, 2017, under the authority of City Council Resolution No. 16-170, the Parties entered into a **Shuttle Bus Funding Agreement**, in which ETMA will

operate the Shuttle using funds from the PBID, and which is incorporated by reference.

H. On May 21, 2018, under the authority of City Council Resolution No. 17-153, the City and the Bay Area Air Quality Management District ("**BAAQMD**") entered into a Transportation Fund for Clean Air Funding Agreement ("**BAAQMD TFCA Funding Agreement**"), of which a true and correct copy is attached hereto as Exhibit A, and incorporated by reference.

I. The BAAQMD Funding Agreement provides that BAAQMD will provide Transportation Funds for Clean Air ("**TFCA**") to the City for the Emery-Go-Round Watergate Express Project, in an amount not to exceed \$677,083.

J. The Parties wish to provide a mechanism to direct the TFCA funds to the ETMA.

Now, therefore, in consideration of the foregoing, the Parties agree as follows:

SECTION ONE. INCORPORATION OF RECITALS AND PRIORITY OF PRIOR AGREEMENTS

The Parties agree that the foregoing recitals are true and correct and are incorporated by reference. To the extent there is an irreconcilable conflict between this Agreement and the BAAQMD TFCA Funding Agreement, the BAAQMD TFCA Funding Agreement shall prevail. To the extent that there is an irreconcilable conflict between this Agreement and the Shuttle Bus Funding Agreement, this Agreement shall prevail solely to the extent that TCFA is at issue in the conflict, but in all other instances, the Shuttle Bus Funding Agreement shall prevail.

SECTION TWO. PROJECT DESCRIPTION

The ETMA will operate the Emery-Go-Round Watergate Express Project, as is more fully described in Attachment A of the BAAQMD TFCA Funding Agreement in a manner that is compliant with the terms and conditions as specified in the BAAQMD TFCA Funding Agreement ("**Project**").

SECTION THREE. SPECIAL CONDITIONS

ETMA agrees to comply with all of the Project Sponsor's obligations set forth in the BAAQMD TFCA Funding Agreement, which includes, but is not limited to, Paragraph 8 of Attachment A and Paragraph 8) of Section II of the BAAQMD TFCA Funding Agreement. In addition, ETMA shall comply with all TFCA Program requirements as set forth in BAAQMD's "Board Adopted TFCA Regional Fund Policies and Evaluation Criteria for FYE 2018."

SECTION FOUR. BUDGET AND PAYMENT PROCESS

The total amount paid to ETMA by the City under this Agreement shall not exceed the amount that the City receives as reimbursement from BAAQMD under the BAAQMD TCFA Funding Agreement. ETMA may only seek reimbursement for Eligible Costs as described in Paragraph 4 of Attachment B of the BAAQMD TFCA Funding Agreement. ETMA shall submit to the City a request for reimbursement no more frequently than once each quarter, with supporting documentation, in accordance with the quarterly payment schedule as may be set by BAAQMD. All requests for reimbursement shall be prepared on BAAQMD's General Invoice Form, and shall include BAAQMD's number for the Project, an itemized list of all expenses incurred, specifying which are Eligible Costs and dates labor was performed, the total funds being requested, supporting documentation of reimbursement, such as copies of receipts, invoices from vendors, and time sheets documenting hourly labor costs incurred, and the passenger capacity, GCWR and CARB Executive Order for each vehicle included in Section 9 of Attachment A of the BAAQMD TCFA Funding Agreement. The City will request TFCA funds within 30 days of receiving invoices from the ETMA, provided such request is timely under the BAAQMD TCFA Funding Agreement and will disburse reimbursement funds to the ETMA within 30 days of receiving reimbursement from BAAQMD.

SECTION FIVE. REPORTING OF PERFORMANCE

The ETMA will provide the City with the semi-annual and final reports specified in Attachment C of the BAAQMD TFCA funding agreement. Beginning 45 days after the Effective Date of this Agreement, every April 1 and October 1, ETMA shall submit semi-annual reports until a final report is due. The final report shall be due March 1, 2019.

SECTION SIX. RECORDS AND AUDIT

ETMA shall prepare and maintain all necessary Project records to document Project activities and performance, including invoicing documentation set forth in Section 5 of Attachment B of the BAAQMD TFCA Funding Agreement, documentation to support the Project's reporting requirements as set forth in Attachment C of the of the BAAQMD TFCA Funding Agreement, and insurance documentation set forth in SECTION Seven of this Agreement (collectively referred to as "**Project Records**"). Project Records shall also include documentation that verifies compliance with the requirements set forth in Section II 8 of the of the BAAQMD TFCA Funding Agreement. ETMA shall keep Project Records in one central location for a period of three (3) years after the later of a) the date of the City's final payment, or b) the end of the operational period for the Project. ETMA shall allow the City and the BAAQMD, or their respective authorized representative(s) to conduct performance and fiscal audits of the Project at any time during the term of this Agreement. ETMA shall cooperate with such audits and shall make available to the City or the

BAAQMD all records relating to Project performance and expenses incurred in the implementation of the Project. The ETMA shall allow the City, BAAQMD or their respective authorized representatives to inspect the Project at any time during the operational period of the Project. ETMA shall cooperate with such inspections.

SECTION SEVEN. INSURANCE

(a) Insurance. ETMA shall ensure that its contractor shall procure and maintain the following types of insurance:

- (1) Worker's Compensation and ETMA Liability Insurance. ETMA's contractor(s) shall procure and maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. Employer's Liability Insurance shall have coverage for a minimum of two (2) million dollars covering its employees engaged in the work. ETMA shall insure the procurement and maintenance of such insurance by all contractors engaged in provision of the Project.
- (2) Liability Insurance. ETMA's contractors(s) shall procure and maintain the following kinds of liability insurance, which shall include as additional insured the City, BAAQMD, and their representatives, officials, officers, employees, agents and volunteers while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly, and severally:
 - (A) Commercial General Liability insurance providing both injury and property damage coverage with a combined single limit of at least ten (10) million dollars each occurrence or claim and a general aggregate limit of at least ten (10) million dollars. This insurance coverage shall include, but is not limited to premises and operations; contractual liability; produces and completed operations; broad form property damage.
 - (B) Automobile Liability Insurance providing bodily injury and property damage with a combined single limit of at least ten (10) million dollars each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

In the event ETMA operates the Project directly (without utilizing a contractor) it shall provide insurance equivalent to that stated above.

(b) During the term of this Agreement, ETMA shall maintain the following types of insurance:

- (1) Workers Compensation and Employer's Liability Insurance. If it has any employees, ETMA shall procure and maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the

State of California. Employer's Liability Insurance shall have coverage for a minimum of one (1) million dollars covering its employees engaged in the work. ETMA shall insure the procurement and maintenance of such insurance by all contractors engaged in provision of the Project.

- (2) ETMA procure and maintain the following kinds of liability insurance, which shall include as additional insured the City, BAAQMD, and their representatives, officials, officers, employees, agents and volunteers while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly, and severally:

(A) Commercial General Liability insurance providing both injury and property damage coverage with a combined single limit of at least one (1) million dollars each occurrence or claim and a general aggregate limit of at least two (2) million dollars. This insurance coverage shall include, but is not limited to premises and operations; contractual liability; produces and completed operations; broad form property damage.

(B) If ETMA owns or operates any vehicles, it shall maintain Automobile liability insurance providing bodily injury and property damage with a combined single limit of at least one (1) million dollars each occurrence or claim. The insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

- (c) Prior to commencing the Project, ETMA shall file a Certification(s) of Insurance with the City's Risk Manager evidencing the required coverages and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said certificate(s) shall stipulate:

(1) The insurance company(s) issuing such policy(ies) shall give written notice to the City's Risk Manager of any of the materials alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation or modification.

(2) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which ETMA (or contractor) is liable up to and including the total limit of liability, without right of contribution from any other insurance which is in effect for the benefit of the City, BAAQMD, and their representatives, officials, officers, employees, agents and volunteers.

(3) The policy shall also stipulate: inclusion of the City, BAAQMD, and their representatives, officials, officers, employees, agents and volunteers shall not in any way affect the rights of such individual insured and with respect to any claim or demand, suit or judgment made, brought or recovered against the ETMA, and shall protect them in the same manner as though a separate policy has been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liability if only one interest had been named as an insured.

(d) The insurance policy(ies) shall be written by an insurance company(ies) acceptable to the City. Such insurance company(ies) shall be authorized to transact business in the state of California.

(e) ETMA shall also assure that any third party contractor engaged by ETMA to operate the Project shall, at its own expense, procure and maintain during the term of this Agreement, comprehensive public liability (including bodily injury, property damage, and automobile liability) insurance coverage for its operation of the Project in an amount equaling or exceeding the minimum amounts required as a condition to each transportation provider's authority to operate by the Public Utility Commission or other city, municipality, agency or governing body conferring said authority, shall further assure that the City BAAQMD, and their representatives, officials, officers, employees, agents and volunteers are named as additionally insureds on such policy(ies). Prior to the operation of the Project by such a contractor, ETMA shall obtain from said contractor a Certificate of Insurance evidencing the above-specified coverage. The Certificate shall further provide the contractor's policy is primary over any insurance carried by the City, BAAQMD, and their representatives, officials, officers, employees, agents and volunteers and that the policy will not be cancelled or the coverage reduced without thirty (30) days prior notice in writing being given to ETMA. ETMA will furnish the City with a copy of the Certificate of Insurance of each contractor prior to that contractor's operation of the Project.

SECTION EIGHT. INDEPENDENT CONTRACTOR

The ETMA hereby covenants and declares that it is an independent agency and agrees to perform the work as an independent agency and not as the agent or employee of the City. The ETMA agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The ETMA agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.

SECTION NINE. INDEMNIFICATION To the fullest extent permitted by law, the ETMA shall indemnify, defend, and hold harmless City, BAAQMD, and their representatives, officials, officers, employees, agents and volunteers (collectively referred to as "**City Indemnitees**"), from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of the ETMA), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and the costs of investigation, to the extent arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the ETMA or anyone directly or indirectly

employed by them or anyone that they control, in connection with the Project or this Agreement, whether or not there is alleged to be concurrent negligence on the part of the City, but, to the extent required by law, excluding liability caused by the conduct of the City.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the ETMA. This obligation to indemnify and defend the City, and City Indemnitees shall survive termination of this Agreement.

SECTION TEN. TERM AND TERMINATION

This Agreement shall be terminated by either Party only for cause by giving twenty-one (21) days prior written notice to the other in the manner provided below. Cause for termination would include, but is not limited to: failure of the City to render payment as set forth in Section Four above, EMTA's substantial failure to operate the Project as required by this Agreement, BAAQMD's termination or notice of breach of the BAAQMD TFCA Funding Agreement, misappropriation of funds, malfeasance or a violation of law in connection with the management or expenditure of the funds received by ETMA. This Agreement shall terminate without further notice once the TCFA under the BAAQMD TFCA Funding Agreement have been exhausted.

SECTION ELEVEN. AMENDMENTS

This Agreement may not be changed, modified, or rescinded except in writing and signed by all parties. Any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION TWELVE. NOTICE

Any notice which may be required under this Agreement shall be in writing and shall be given to the following addresses:

CITY
City Manager
City of Emeryville
Planning and Building Department
1333 Park Avenue
Emeryville, CA 94608
Phone (510) 596-4335

ETMA
Veronica Hattrup
Executive Director, ETMA
Gray-Bowen-Scott
1211 Newell Avenue., Suite 200
Walnut Creek, CA 94596
Phone (925) 937-0980 x212
roni@gray-bowen.com
Fax (925) 947-3177

SECTION THIRTEEN. ASSIGNMENTS

This Agreement may not be assigned by the ETMA without the prior written consent of the City.

SECTION FOURTEEN. SEVERABILITY

If any term or provision of this Agreement is in contravention of law or void as against public policy, the remainder of this Agreement shall remain in full force and effect.

SECTION FIFTEEN. FORCE OF LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

SECTION SIXTEEN. DISPUTES

In the event that either party institutes any actions, suit, or other dispute resolution proceeding based on this Agreement against the other party, the prevailing party is entitled to receive from the losing party all costs or expenses of the proceeding, including but not limited to reasonable attorney fees and court costs. Venue for any litigation arising out of this Agreement shall be Alameda County Superior Court.

Executed in Emeryville, California.

THE CITY OF EMERYVILLE
A California Municipal Corporation

By:

City Manager

Date: _____

Approved as to form:

City Attorney

Date: _____

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION:

By:

Date: _____

Authorized Signature

Title

ETMA Authorized Signatory's Name

(Please type or print)

**TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT
BETWEEN**

THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT

AND

CITY OF EMERYVILLE

PROJECT NUMBER: 18R12

This funding agreement ("Agreement") is made and entered into between City of Emeryville, hereinafter referred to as "Project Sponsor," and the Bay Area Air Quality Management District, hereinafter referred to as the "Air District" (and hereinafter referred to jointly as the "Parties").

**SECTION I
RECITALS**

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation control projects that result in surplus emission reductions.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA") to implement such projects. Under the TFCA's Regional Fund Program, the Air District may issue TFCA funds to public agencies and, for certain vehicle-based projects, to other entities for projects within the Air District's jurisdiction ("TFCA Program").
- 3) California Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the Air District's air quality plan(s) adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and are in effect as of the date of execution of this Agreement.
- 4) On April 19, 2017, the Air District's Board of Directors approved funding allocations for the TFCA Program for Fiscal Year Ending (FYE) 2018, under California Health and Safety Code Section 44241, and authorized the Executive Officer/Air Pollution Control Officer (APCO) to execute Grant Agreements for eligible projects funded by the TFCA Program, with individual grant awards up to \$100,000.
- 5) On August 2, 2017, the Air District's Board of Directors approved the *FYE 2018 TFCA Regional Fund Program Policies* ("Program Policies"), which sets forth requirements for projects that are eligible for funding through the TFCA Program.
- 6) On August 2, 2017, the Air District released the *Application Guidance for Existing Shuttle/Feeder Bus and Rideshare Services Grant Program for FYE 2018* ("Program Guidance"), which includes the Program Policies and sets forth additional requirements for eligible existing shuttle/feeder bus and rideshare service projects.
- 7) On November 1, 2017, the Air District's Board of Directors approved an award of TFCA Program funds to the Project Sponsor to implement an eligible mobile source or transportation control project to improve air quality in the San Francisco Bay Area Air Basin based on the Program Guidance and the information provided in Project Sponsor's application ("Project").
- 8) The Project Sponsor affirms that the Project has not commenced, would not have otherwise commenced without TFCA Program funding, and will result in surplus emission reductions.
- 9) The Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II
PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, which is described in "Project Information" (Attachment A), in accordance with the costs, terms, and conditions in the "Project Budget and Payment Process" (Attachment B), and all applicable provisions of federal, state, and local law and regulations. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto shall be deemed a breach of this Agreement and may result in the Air District's enforcement of the Agreement, termination of the Agreement, a reduction of the Project's TFCA Funds Awarded that are specified in Attachment B, or other remedies sought by the Air District at its sole discretion.
- 2) The Project Sponsor shall pay all Project costs necessary to complete the Project prior to submission of the Final Invoice to the Air District for reimbursement. Air District's funding obligation under this Agreement is limited to reimbursement of Eligible Costs, as specified in Attachment B, the amount of which shall not exceed the TFCA Funds Awarded, also as specified in Attachment B. The Project Sponsor shall be solely responsible for all costs that exceed the TFCA Funds Awarded.
- 3) The Project Sponsor is responsible for assuring that all funds received under this Agreement and Matching Funds are expended only in accordance with the requirements of the TFCA Program, this Agreement, and all applicable provisions of law and regulations.
- 4) The Project Sponsor shall allow the Air District and its authorized representatives to conduct performance and fiscal audits of the Project at any time during the Term of this Agreement. The Project Sponsor shall cooperate with such audits and shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project.

The Project Sponsor shall allow the Air District or its authorized representatives to inspect the Project at any time during the Project Operational Period. The Project Sponsor shall cooperate with such inspections.

- 5) The Project Sponsor shall prepare and maintain all necessary Project Records to document Project activities and performance, including invoicing documentation set forth in Section 5 of Attachment B, documentation to support the Project reporting requirements set forth in Attachment C, and insurance documentation set forth in Attachment D (all of which comprise "Project Records"). Project Records shall also include documentation that verifies compliance with the requirements set forth in Section II.8. The Project Sponsor shall keep Project Records in one central location for a period of three (3) years after the later of a) the date of the Air District's final payment, or b) the end of the Project Operational Period.
- 6) The Project Sponsor shall submit the reports specified in Attachment C to the Air District by the due dates specified in Attachment C. These reports are public documents.
- 7) The Project Sponsor shall implement and operate the Project for the duration of the Project Operational Period. The Project Sponsor may not make any changes to the operational status of the Project without the prior approval of the Air District. Failure to obtain prior approval is a breach of this Agreement.

For purposes of this Agreement, a "change to the operational status" occurs whenever any portion of the Project is removed from active service other than for routine maintenance, relocated to a different location than what is specified in this Agreement (Attachment A), rendered inoperable, sold, or transferred to another entity, before full completion of the Project Operational Period.

If the Project Sponsor intends to make a change to the Project's to the operational status, the Project Sponsor must seek a modification of this Agreement in advance to allow for a change pursuant to Section IV.3.

- 8) The Project Sponsor shall acknowledge, and require any third party that implements any portion of the Project ("Sub-awardee") to also acknowledge, the Air District as a Project funding source at all times throughout the Project Operational Period as specified in Attachment A. The Project Sponsor shall use, and require any Sub-awardee to use, the Air District's approved logo for the Project. The required documentation and materials are specified in Attachment C.

- 9) Beginning when the Project starts and throughout the Project Operational Period, the Project Sponsor shall obtain, maintain, and comply, and require any Sub-awardee to also obtain, maintain, and comply, with the insurance coverage specified in Attachment D, "Insurance Requirements," and with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage.
- 10) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with TFCA Program funds as part of the Project and shall require recipients of any TFCA Program funds, if any, to do the same.
- 11) The Project Sponsor shall use TFCA Program funds only for the implementation of a project that will result in surplus motor vehicle emission reductions within the Air District's jurisdiction and be responsible for demonstrating the emission reductions achieved. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the Effective Date of this Agreement.
- 12) The Project Sponsor shall comply with all TFCA Program requirements set forth in the Air District's "Board Adopted TFCA Regional Fund Policies and Evaluation Criteria for FYE 2018," which are incorporated therein as Appendix A, and made a part of the "*Application Guidance for Existing Shuttle/Feeder Bus and Rideshare Services Grant Program for FYE 2018*," dated August 2, 2017, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide TFCA Program funds for this Project in an amount not to exceed the TFCA Funds Awarded, in accordance with the formula set forth in Attachment B. In the event that the Total Project Cost is less than the amount listed in Attachment B, the Air District shall recalculate its contribution to the Project in accordance with the provisions of Section 3 of Attachment B.
- 2) The Air District will endeavor to pay the undisputed amount of an approved invoice within thirty (30) calendar days of the date of Air District's approval of such invoice and in accordance with the Invoice and Payment Schedule set forth in Section 5 of Attachment B.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting any audits of the Project. Also, the Air District makes reasonable efforts to conduct audits and inspections during normal business hours of the Project Sponsor.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal audit of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all applicable Air District-approved reporting and invoice forms.
- 6) The Air District will make its logo available to Project Sponsor solely for use to fulfill the Project Sponsor's obligation under Section II.8 of this Agreement.

SECTION IV GENERAL PROVISIONS

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement ("Effective Date").
- 2) **Term:** The term of this Agreement shall commence on the Effective Date of this Agreement and end three (3) years from the later of either 1) the date of the Air District's final payment, or 2) the last day of the Project Operational Period, unless this Agreement is terminated or amended as provided below, or the Term is extended pursuant to Special Conditions, Attachment A.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall require an Amendment under this Agreement.

- 4) Project Liaison: Within thirty (30) calendar days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the Liaison's contact information in writing no later than thirty (30) calendar days from the date of the change.
- 5) Notices: Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within thirty (30) calendar days of the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the Project Number.
- 6) Project Due Dates: If any Project act or task must be performed by a specific deadline or date, which day falls on a Saturday or holiday (which includes Sunday), that act or task may be performed by the next business day, except where otherwise noted in Special Conditions, Attachment A.
- 7) Breach and Termination:

- A. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination. The terminating party shall provide notice that is a minimum of forty-five (45) calendar days from the mailing date of the notice. However, if any payments are due to either party, this Agreement may not be terminated earlier than the date that all parties have received all payments they are due under this Agreement. In this circumstance, each party shall notify the other party of having received all payments due and the date of receipt. The notice of the termination shall be delivered as provided for in Section IV.5.

If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the TFCA Funds Awarded. The Air District will calculate the amount of funds to which the Project Sponsor is entitled, based on the Air District's determination of what funds are Eligible Costs and the formula set forth in Attachment B, Section 3. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is entitled, the Project Sponsor shall reimburse any funds owed to the Air District prior to the effective date of termination, which may include all or a portion of the TFCA funds that Project Sponsor has already received but is not entitled to retain.

If the Air District terminates this Agreement pursuant to this provision, any costs incurred on the Project following the effective date of termination shall be ineligible for reimbursement of TFCA funds, except costs for any work that the Air District has specified in the notice of termination that the Project Sponsor may continue to perform for the specified period of time. The Air District will reimburse Project Sponsor for all Eligible Costs that were expended prior to the date specified in the notice of termination based on the formula set forth in Attachment B.

The Agreement cannot be terminated unless all payments have been fully made.

- B. Breach. In the case of Project Sponsor's breach of this Agreement, the Air District will deliver a written notice of breach. The notice will specify the nature of the breach and will direct the Project Sponsor to cease all work immediately upon receipt of the notice, except as specifically provided for in the notice. At its discretion, the Air District may allow the Project Sponsor to cure the breach; in that instance, the notice of breach will specify the date by which such breach must be cured ("Cure Period"). As one of its remedies, the Air District may terminate this Agreement. In that event, the notice of breach will specify the date of termination, which shall be no less than thirty (30) calendar days from the date of mailing of such notice of breach.

The notice of breach will also notify the Project Sponsor that the Project Sponsor may not be entitled to the full amount of the TFCA Funds Awarded. The notice will specify the amount of the TFCA Funds Awarded; the amount of funds the Air District has paid to date, if any; and that some or all of the TFCA

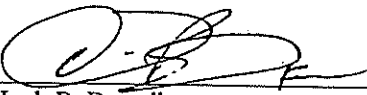
Funds Awarded may be subject to reimbursement to, or withholding by, the Air District. In no event shall the Agreement terminate prior to the Project Sponsor's reimbursement of any funds owed to the Air District.

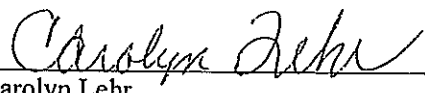
- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold the Air District, its officers, employees, agents, and successors-in-interest harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Project Sponsor, its officers, agents, or employees. The Project Sponsor shall require any third party who owns, operates, controls, or implements any portion of the Project to indemnify and hold the Air District, its officers, employees, agents, and successors-in-interest harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the third party, its officers, agents, or employees.
- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.

- 15) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) Public Entities - Conflict of Interest: The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.
- 18) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections IV.9 and II.5.
- 19) Each of the undersigned expressly affirms that he or she is authorized to execute this Agreement on behalf of the Party whom he or she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

by: 
Jack P. Broadbent
Executive Officer/APCO
Bay Area Air Quality Management District


by: 
Carolyn Lehr
City Manager
City of Emeryville


Date: 5/21/18

Date: 5-9-18

Approved as to legal form:

Approved as to legal form (optional):

by: 
Brian C. Bungler
District Counsel
Bay Area Air Quality Management District

by: 
Legal Counsel

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**ATTACHMENT A
PROJECT INFORMATION**

(Note: The section numbers shown in parentheses below refer to sections in the Agreement.)

1. **Project Number (Section IV.5):** 18R12
2. **Project Sponsor:** City of Emeryville
3. **Project Title:** Emeryville Go-Round Watergate Express Project
4. **Project Description:** Project Sponsor shall operate 1 shuttle route connecting MacArthur Bay Area Rapid Transit (BART) Station with various employment sites in Alameda County, as identified in Sections 8, 9, and 10 of this Attachment A, and follow schedules that were submitted in the Project Sponsor's application, for a minimum of 254 weekdays during the Project Operational Period, as specified in Section 6 of this Attachment A.
5. **Project Goal:** The goal of this Project is to reduce motor vehicle emissions by providing first- and last-mile shuttle service to support alternatives to single occupancy vehicle trips, thereby reducing motor vehicle trips, vehicle-miles traveled, and emissions.
6. **Project Operational Period:** One (1) year starting from the date Shuttle operations commence.
7. **Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Shuttle operations commence	January 1, 2018
Last day to conduct ridership survey	November 15, 2018
End of Project Operational Period	December 31, 2018
8. **Special Conditions (Sections II.1, II.4, II.8, IV.3):**
 - A. Project Sponsor will maintain all shuttle vehicles operating under this Agreement for the Project Operational Period and in accordance with the manufacturer's specifications, and must ensure that all Project shuttle vehicles comply with all applicable requirements of the Americans with Disabilities Act (ADA) and that service is available to all members of the public throughout the Project Operational Period.
 - B. Project Sponsor shall not use TFCA funds to operate a shuttle route that is in competition with a direct, timed, and publicly accessible shuttle service that brings passengers to within one-third (1/3) mile of the shuttle stops for each shuttle service identified in in Section 10 of this Attachment A.
 - C. Project Sponsors must conduct a passenger Ridership Survey after six months of shuttle operations using an Air District-approved survey form, unless the Air District notifies Project Sponsors in advance that this requirement is waived. The last day to conduct the survey is listed in Section 7 of this Attachment A,
 - D. Project Sponsor is required to acknowledge the Air District as a Project funding source during the Project Operational Period. Examples of documentation and material acknowledgement may include the following: photographs of vehicles operated as part of the Project with Air District logos attached; documentation of use of the logo on the Project Sponsor's website, promotional materials, and on Project transit schedules, brochures, handbooks, and maps that promote or inform the public about the Project services; and copies of press releases and newsletter articles related to the Project (Section II.8).
 - E. Project Sponsor shall allow the Air District, and its authorized representatives, to collect and share usage information about the Project.

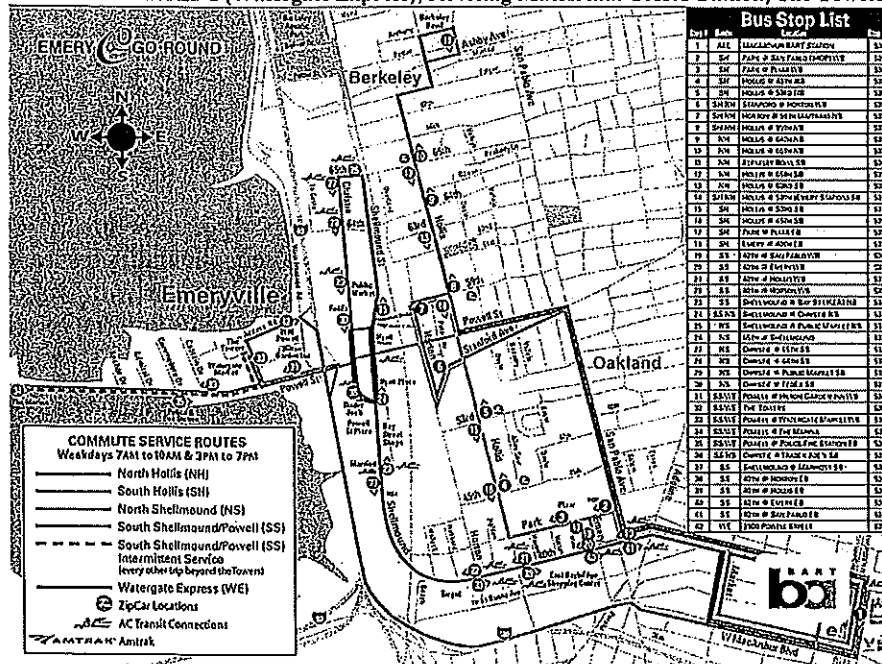
9. Approved Project Existing Shuttle/Feeder Bus Routes (Project Components)

Shuttle Route ID	Number of Vehicles Operating	Minimum Passenger Capacity of Each Vehicle	GVWR	Maximum Engine Exhaust Emissions* (g/bhp-hr)			Maximum TFCA Funds Awarded	Eligible Cost	Percentage of Maximum TFCA Funds Awarded of Eligible Cost
				ROG	NOx	PM10			
18R12-1	2	40	28,000	0.14	0.20	0.01	\$ 238,819	\$ 677,083	35.2718%
TOTAL							\$ 238,819	\$ 677,083	

GVWR: gross vehicle weight rating, ROG: reactive organic gases, NOx: oxides of nitrogen, PM: particulate matter
 *Maximum Engine Exhaust Emissions are determined by the California Air Resources Board (CARB) Executive Order certifying the engine and exhaust control systems for each vehicle

10. Maps showing route of approved Existing Shuttle/Feeder Bus (Project Component)

Map for Shuttle Route 18R12-1 (Watergate Express), servicing MacArthur BART Station, The Towers, 2100 Powell, and Hilton Garden Inn



**ATTACHMENT B
PROJECT BUDGET AND PAYMENT PROCESS**

(Note: The section numbers shown in parentheses below refer to sections in the Agreement.)

1. Total Project Cost (Section II.2): \$677,083

The Total Project Cost is the sum of the Eligible Costs that are listed in Section 4 of Attachment B.

2. Matching Funds (Sections II.2, 3): The Project Sponsor is responsible for all project costs that are not covered by the TFCA Funds Awarded.

3. TFCA Funds Awarded (Sections II.2, II.11, III.1, IV.7): \$238,819

If the scope of the Project is modified, the Air District will recalculate the Maximum TFCA Funds Awarded for each approved Project component to ensure the Project meets the cost-effectiveness limits and the Maximum TFCA Funds Awarded does not to exceed the Percentage of Maximum TFCA Funds Awarded of Eligible Cost of each Project component, as specified in Section 9 of Attachment A. The Air District will cancel this Agreement if the TFCA Funds Awarded is reduced to below \$10,000.

If the actual eligible cost for each approved component of the Project is less than the Eligible Cost specified in Section 9 of Attachment A, the Air District will recalculate the Maximum TFCA Funds Awarded based on the Percentage of Maximum TFCA Funds Awarded of Eligible Cost specified in Section 9 of Attachment A for each of the Project components.

If this Agreement is terminated pursuant to Section IV.7 of this Agreement, the Air District will calculate the funds to which the Project Sponsor is entitled for each project component, which is the lesser of the following:

- A. The Percentage of Maximum TFCA Funds Awarded of Eligible Cost, as specified in Section 9 Attachment A, of the actual eligible project cost incurred in the Project Operational Period completed, during which the Project is in compliance with the Agreement; or
- B. The Maximum TFCA Funds Awarded, as specified in Section 9 Attachment A, divided by 254, then multiplied by the actual number of weekdays in the Project Operational Period completed, which is the number of weekdays after the start date of the Project Operational Period, during which the Project is in compliance with the Agreement.

4. Eligible Costs: Eligible Costs may only be incurred during the Project Operational Period, and must be directly and solely related to the implementation (e.g., labor costs for operating a shuttle) of the Project.

For the purposes of determining eligibility of Project costs, the date for direct labor costs incurred shall be the date such services were rendered.

Eligible Costs include:

- A. Documented hourly labor charges (salaries, wages, and benefits) and contractor labor charges.

Costs that are not included in the list above are not Eligible Costs, for example:

- A. Costs associated with non-essential hardware/equipment or labor;
- B. Costs related to the vehicle (i.e. leases, maintenance);
- C. Administrative costs (e.g., salaries, wages, benefits) related to a TFCA funded project including but not limited to the following types of costs incurred:
 - a. Costs related to the application phase or prior to the date Shuttle Operations Commence;
 - b. Costs associated with the accounting of TFCA funds and participation in audit proceedings;
 - c. Costs associated with project status monitoring, reporting, and record-keeping and other requirements specified in Agreement; and

- d. Other and indirect administrative costs, including management fees and overhead (e.g., costs of utilities, office supplies, property fees/leases).
- 5. **Invoice and Payment Schedule (Section III.2):** The Project Sponsor shall submit to the Air District a request for reimbursement no more frequently than once each quarter, with supporting documentation, in accordance with the following quarterly payment schedule:
 - A. The Project Sponsor may request up to 25% of the TFCA Funds Awarded after April 1, 2018, for reimbursement following the completion of three months of operation;
 - B. The Project Sponsor may request up to 50% of the TFCA Funds Awarded after July 1, 2018 (less funds previously paid), for reimbursement following the completion of six months of operation;
 - C. The Project Sponsor may request up to 75% of the TFCA Funds Awarded after October 1, 2018 (less funds previously paid), for reimbursement following the completion of nine months of operation; and
 - D. The Project Sponsor may request up to 100% of the TFCA Funds Awarded after January 1, 2019 (less funds previously paid), for reimbursement following the completion of 12 months of operation.

All invoices shall be prepared on the Air District's General Invoice Form and shall include:

- A. The Project Number;
- B. An itemized list of all expenses incurred by the Project Sponsor, specifying which are Eligible Costs and dates labor was performed;
- C. The total funds being requested;
- D. Supporting documentation of Project Sponsor's payments made for services, such as copies of receipts for services paid; invoices from vendors, consultants, or contractors, with an explanation of the services provided for the Project; and time sheets documenting hourly labor costs incurred;
- E. The passenger capacity, GVWR, and CARB Executive Order for each vehicle included in each component of Attachment A, Section 9, of the Agreement

The Air District will not process any invoice until all current Project reporting obligations are fulfilled.

**ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE**

(Note: The section numbers shown in parentheses below refer to sections in the Agreement.)

1. **Semi-annual Reports (Section II.6):** The Project Sponsor shall submit Semi-annual Reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

Due Dates: Beginning sixty (60) calendar days after the Effective Date, every April 15 and October 15 until the Final Report has been submitted.

2. **Reserved.**

3. **Final Report (Section II.6):** The Project Sponsor shall submit a Final Report to the Air District. The Final Report shall be prepared on the Air District's Final Report form.

Due Date: By March 31, 2019

The Final Report shall include the following information:

- A. Summary of responses of the ridership survey for each route listed in Attachment A of the Agreement (if more than one route, use a table to display information) including:
 - a. Average distance from home to the start-of-commute transit station;
 - b. Percentage of trips by mode of transportation (i.e. drive alone, walk, bike, drop-off, carpool, other) from home to the start-of-commute transit station;
 - c. Average distance from home to the final destination; and
 - d. Percentage of trips that would have been made by a single-occupancy vehicle if the shuttle service was not available.
- B. The following information for each route listed in Attachment B of the Agreement:
 - a. Route map and schedule;
 - b. Total passenger boardings by month during the Project Operational Period; and
 - c. Total number of days of service.
- C. The following vehicle information for each vehicle included in each route listed in Attachment A, Section 9, of the Agreement:
 - a. Revenue miles of service
 - b. Total annual mileage
 - c. Retrofit device used (for diesel vehicles)
- D. A discussion of any pertinent issues or problems experienced with the Project to date, plan to alter and/or continue the shuttle service, and the proposed funding source(s) for continued service.
- E. The following data (in Excel) as attachments to the report:
 - a. Raw data and results from the Ridership Survey; and
 - b. Ridership data for the Project Operational Period.
- F. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source, such as photographs of vehicles operated as part of the Project with Air District logos attached; documentation of use of the logo on the Project Sponsor's website, promotional materials, and on Project transit schedules, brochures, handbooks, and maps that promote or inform the public about the Project services; and copies of press releases and newsletter articles related to the Project (Section II.8).

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**ATTACHMENT D
INSURANCE REQUIREMENTS**

Verification of Coverage

Project Sponsor shall provide, and require any sub-awardee to provide, the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive thirty (30) calendar days advanced notice of cancellation from the insurers.

The Project Sponsor may submit evidence that listed insurance is not required for the Project.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

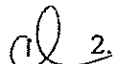
Minimum Scope of Insurance

Throughout the Project Operational Period, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below, and shall require any third to obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:


Initial

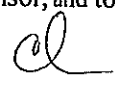
1. Liability Insurance

Corporations/Private and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.


Initial

2. Workers Compensation Insurance.

Workers Compensation Insurance - as required by California law and employers' liability insurance with a limit not less than \$1 million.



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ETMA 2018 - 2nd Quarter Financial Reports
(Cash Basis)

8/9/2018

EMERY GO-ROUND

(Cash Basis)

2nd Quarter Financials					
Revenue	2018 Budget	Actual Revenue Rec'd to Date	Variance	% of revenue received	Notes
<u>PBID Revenue</u>					
Net PBID Revenue	3,476,248	1,738,124	-	50%	
<u>Non-PBID Revenue</u>					
City - General Benefit Contribution	547,397	273,699	0	50%	Includes delayed reimbursements from 2017.
ETMA Billed Revenue	98,369	95,566	46,381	97%	
BGTMA (Net balance of WBS revenue)	45,000	96,699	74,199	215%	
Other Revenue	3,000	796	(704)	27%	
Subtotal Non-PBID Revenues	693,765	466,758	119,876	67%	
Total Revenue	4,170,013	2,204,882	119,876	53%	
Expenditures	2018 Budget	Actual Costs to Date	Variance	% of Budget Expended	Notes
<u>Direct Costs</u>					
Bus Leases/Purchases	500,000	185,460	(64,540)	37%	Includes payment through April. May payment was delayed due to insufficient invoice back-up. Actual % expended is 48%.
Maintenance	340,000	136,034	(33,966)	40%	
Operations Contract	2,100,000	820,199	(229,801)	39%	
Fuel	275,000	101,396	(36,104)	37%	
Communications	180,000	2,708	(87,292)	2%	
Miscellaneous Operating Costs	15,000	1,540	(5,960)	10%	
Subtotal Direct Costs	3,410,000	1,247,336	(457,664)	37%	
<u>Indirect Costs</u>					
Professional Services	490,000	238,088	(6,912)	49%	
Occupancy (site lease, utilities, etc.)	175,000	111,959	24,459	64%	
Bus Yard (Site Development & Relocation)	325,000	39,388	(123,112)	12%	
Membership/Public Outreach Expenses	15,000	3,010	(4,490)	20%	
Pilot Projects and Research	25,000	-	(12,500)	0%	
TMA Insurance	10,000	7,122	2,122	71%	
Meeting expenses, supplies, licenses, fees, etc.	4,000	754	(1,246)	19%	
Subtotal Indirect Costs	1,044,000	400,321	(121,679)	38%	
<u>Replenishment of Cash Reserve</u>					
Estimated Revenue Shortfall	-	-	-		
Cash Reserve Replenishment	-	-	-	N/A	
Subtotal Cash Reserve Replenishment	-	-	-	N/A	
Total TMA Expenditures	4,454,000	1,647,657	(579,343)	37%	Actual % expended is 41%.

2018 Revenue vs. Expenditures Balance: (283,987) 557,225

**ETMA 2018 - 2nd Quarter Financial Reports
(Cash Basis)**

8/9/2018

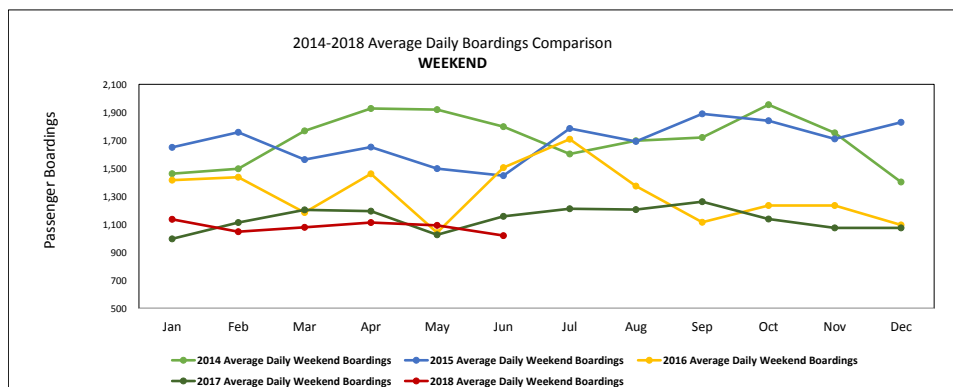
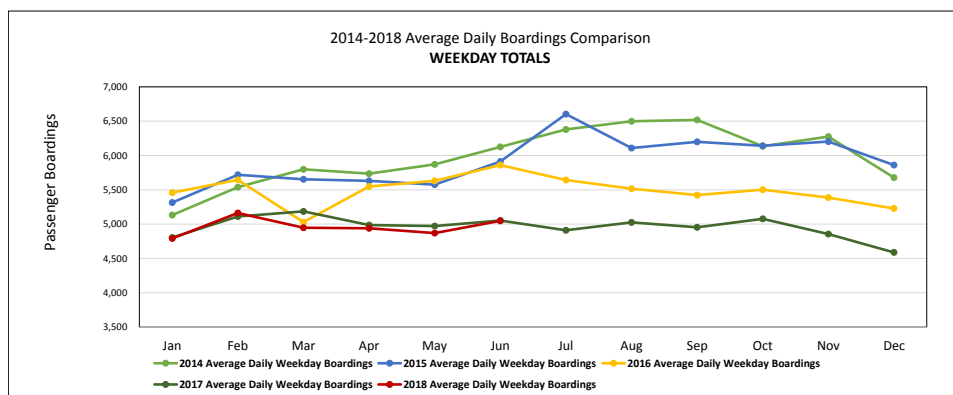
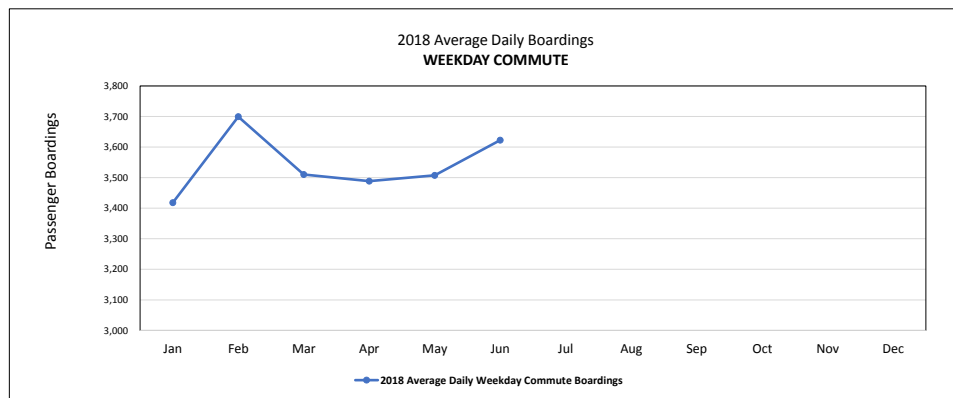
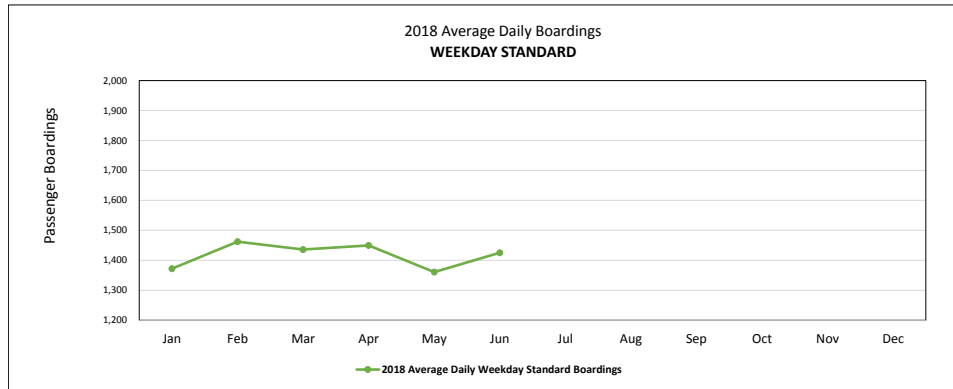
WEST BERKELY SHUTTLE

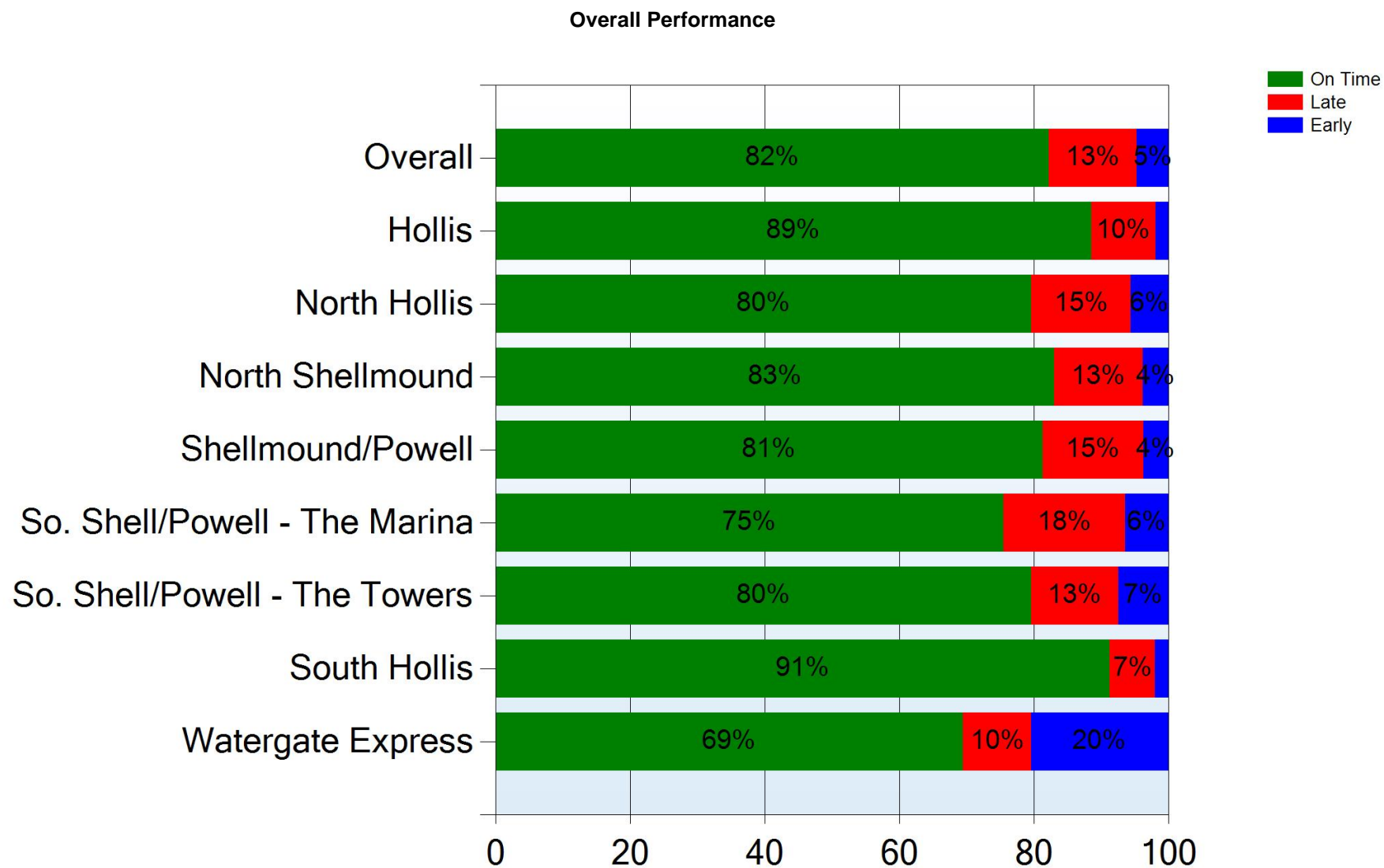
WEST BERKELY SHUTTLE		2nd Quarter Financials				
<u>Revenue</u>		2018 Budget	Actual Revenue Rec'd to Date	Variance	% of Revenue Received	Notes
BGTMA & Bayer		405,000	235,130	133,880	58%	Includes reimbursements from 2017.
Total Revenue - West Berkeley		405,000	235,130	133,880	58%	
<u>Expenditures</u>		2018 Budget	Actual Costs to Date	Variance	% Expended	Notes
Shuttle Operations		335,000	130,049	(37,451)	39%	
Professional Service Contracts		25,000	8,383	(4,117)	34%	
Total Expenditures - West Berkeley		360,000	138,432	(41,569)	38%	
Balance		45,000	96,699	Balance of revenue shown as ETMA revenue		

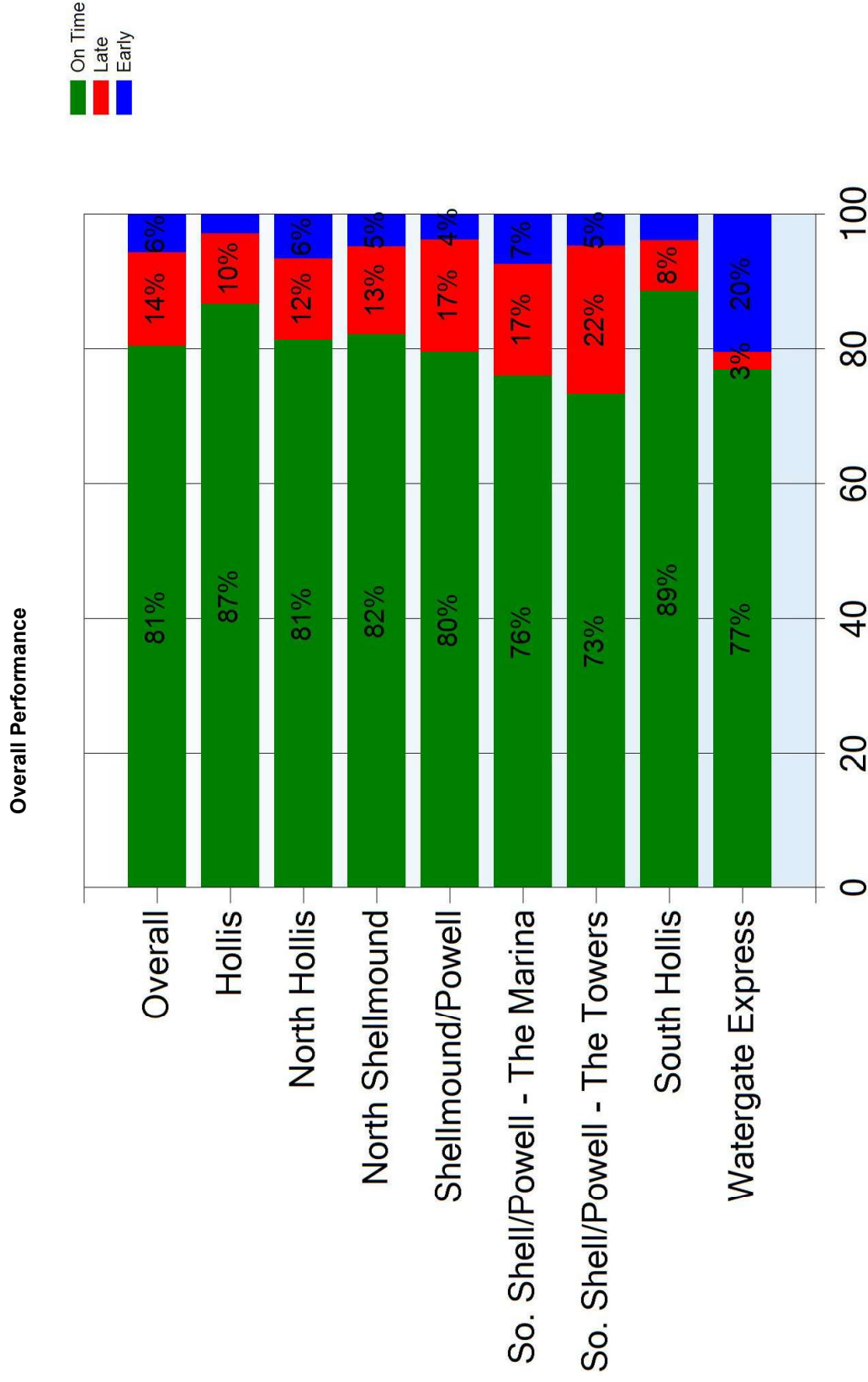
City of Emeryville - 8 to Go Paratransit

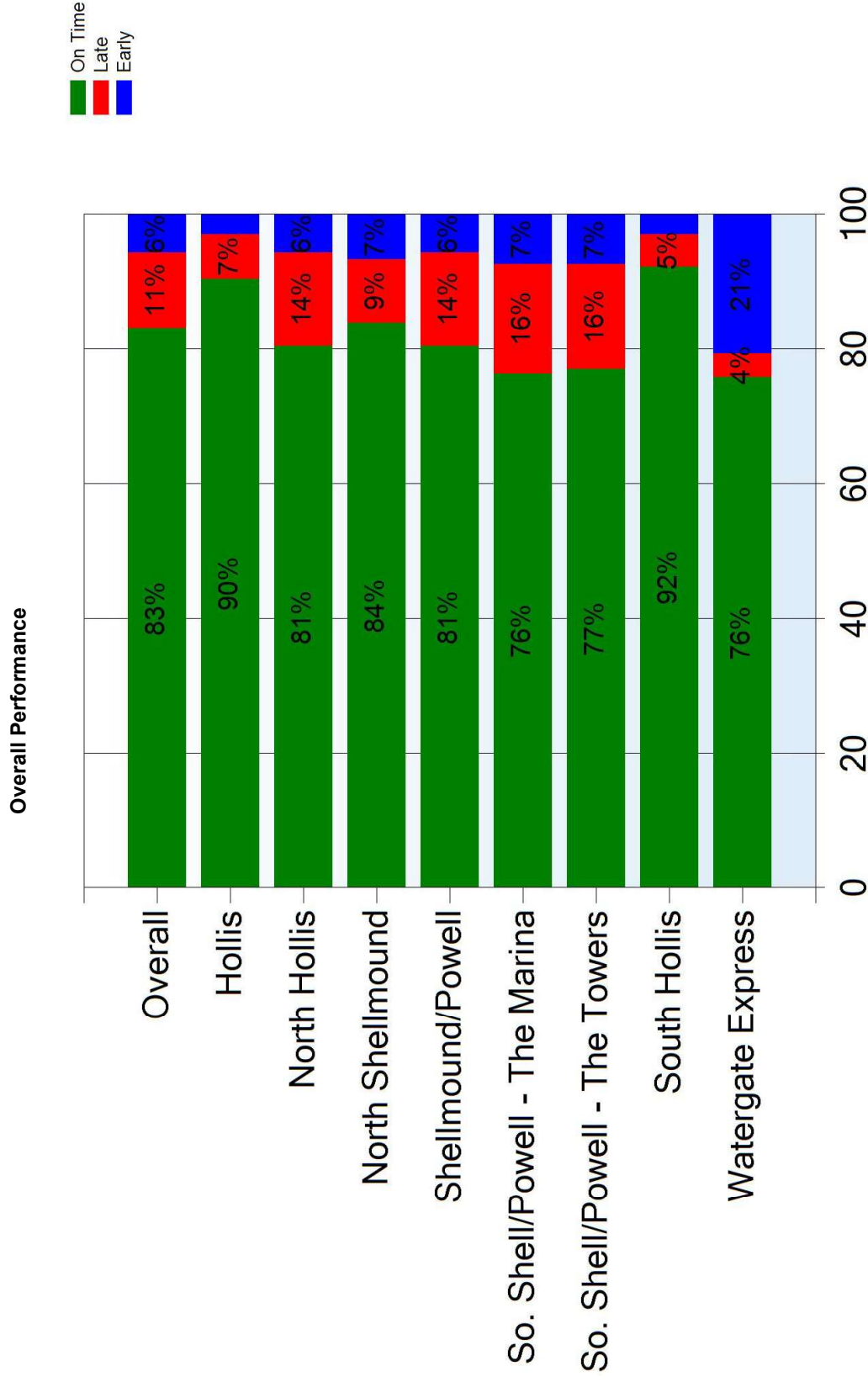
City of Emeryville - 8 to Go Paratransit		2nd Quarter Financials				
<u>Revenue</u>		2018 Budget	Actual Revenue Rec'd to Date	Variance	% of Revenue Received	Notes
City of Emeryville - 8 to Go Paratransit		97,500	27,012	(21,738)	28%	Includes reimbursements through Feb 2018. Additional reimbursements received in Q3.
Total Revenue - City		97,500	27,012	(21,738)	28%	
<u>Expenditures</u>		2018 Budget	Actual Costs to Date	Variance	% Expended	Notes
Shuttle Operations & Maintenance		86,300	34,638	(8,512)	40%	
Fuel		4,000	1,528	(472)	38%	
Communications		600	239	(61)	40%	
Professional Service Contracts		6,600	4,439	1,139	67%	
Total Expenditures - City		97,500	40,844	(7,906)	42%	
Balance			(13,831)			

Total Passenger Boardings per Year/Quarter						
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total	% inc/dec from prior year
2018 Ridership	339,458	343,628			683,086	-2.6%
2017 Ridership	348,530	348,438	345,946	334,970	1,377,884	-10.1%
2016 Ridership	371,644	398,192	388,902	374,593	1,533,331	-7.7%
2015 Ridership	387,583	403,515	448,244	421,174	1,660,516	-1.2%
2014 Ridership	381,216	425,010	457,239	416,392	1,679,857	









Emeryville Transportation Mgt. Assoc.
Check register

Type	Date	Num	Name	Memo	Deposit	Check	Balance
Bank of America Savings							
Transfer	05/25/2018			Funds Transfer		300,000.00	2,452,218.14
Deposit	05/31/2018			Deposit	186.99		2,452,405.13
Total Bank of America Savings					186.99	300,000.00	2,452,405.13
Bank of America Checking							
Check	05/01/2018	1431	FRANCHISE TAX BOARD	2017 California filing fee		10.00	148,266.23
Check	05/03/2018	1432	Gray-Bowen-Scott	March		39,622.00	108,644.23
Check	05/07/2018		Hollis General Partnership	May		3,712.50	104,931.73
Check	05/07/2018		Novartis Services, Inc	May		6,000.00	98,931.73
Check	05/08/2018	1433	Low Accountancy	2017 Audit		6,500.00	92,431.73
Deposit	05/08/2018		LBA RIV - Company XII, LLC	Rent refund	497.84		92,929.57
Check	05/10/2018	Epay	John Tounger, CPA	Accounting		1,650.00	91,279.57
Check	05/10/2018		Wells Fargo Equipment Finance			7,980.50	83,299.07
Payment	05/16/2018		Berkeley Gateway TMA		14,000.00		97,299.07
Check	05/17/2018	1434	John Tounger, CPA	Tax return/Audit/Sec of State filing/ reimb.		5,010.03	92,289.04
Deposit	05/18/2018			Berkeley Gateway April and May	66,000.00		158,289.04
Deposit	05/18/2018		Hub International	D&O credit	591.34		158,880.38
Payment	05/23/2018		City of Emeryville.	8 to go	15,530.13		174,410.51
Transfer	05/25/2018			Funds Transfer	300,000.00		474,410.51
Check	05/25/2018	1315	Tuff Shed Inc	New yard		4,213.15	470,197.36
Check	05/29/2018		Wells Fargo Equipment Finance			7,763.00	462,434.36
Check	05/29/2018		Comcast	ISP/phone new yard		188.55	462,245.81
Check	05/30/2018	1436	AC Transit	Apr Fuel Cust #10565; Inv# ARO0001237		22,093.40	440,152.41
Check	05/30/2018	1437	Dynamite Digital	Printing		902.90	439,249.51
Check	05/30/2018	1438	WorldWide Communications			750.00	438,499.51
Check	05/30/2018	1439	BKF Engineers	New Yard		8,070.00	430,429.51
Check	05/30/2018	1440	Hanson Bridgett Inc.	Legal services		288.00	430,141.51
Check	05/30/2018	1441	All-Ways Green Services	Janitorial Service		425.00	429,716.51
Check	05/30/2018	1442	Waterlogic West, Inc	Water service		224.23	429,492.28
Check	05/30/2018	1443	MV Transportation Inc	April		81,101.73	348,390.55
Check	05/30/2018	1444	MV Transportation Inc	March		167,745.89	180,644.66
Deposit	05/30/2018		AT&T-3761	Deposit return	5.00		180,649.66
Total Bank of America Checking					396,624.31	364,250.88	180,649.66
MMSummit Pre-PBID funds							138,595.79
Petty Cash							10.00