



# EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

## AGENDA

Board of Directors Meeting  
Bay Street Conference Room  
5616 Bay Street, Emeryville, CA 94608  
November 21<sup>st</sup>, 2019 @ 9:15 AM

### Chair

Geoffrey Sears,  
Wareham Development

### Vice Chair

Betsy Cooley, At-Large  
Residential Member

### Secretary

Julie Cai,  
Bay Street

### Treasurer

Andrew Allen  
At-Large Business  
Member

### Directors

Peter Schreiber,  
Pixar

Colin Osborne  
At-Large Business  
Member

Kassandra Kappelos  
Public Market

Bobby Lee, At-Large  
Residential Member

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the October 17<sup>th</sup>, 2019 Board of Directors Meeting (Attachment)
4. Executive Directors Report
  - A. Status Update on EGR Bus Yard at Mandela Parkway
  - B. Status Update on Marina Parking Lot Access
    - i. License Agreement (Attachment)
5. Business Items
  - A. Review and Consider Approval of the 2020 Budget (Attachment)
  - B. Review and Consider Approval of Amendment 3 to Professional Services Agreement with John S Tounger, CPA, for continued bookkeeping and tax preparation services (Attachment)
  - C. Review and Consider Approval of Professional Services Agreement with Damono Design for the rebuild and maintenance of the Emery-Go-Round website (Attachment)
  - D. Review and Consider Approval of Amendment 1 to Professional Services Agreement with Gallen Associates, Inc. for continued on-call Public Relations services (Attachment)
  - E. Review and Consider Approval of Amendment 6 to Professional Services Agreement with BKF Engineers for out of scope items on the Mandela Site Project (Attachment)
  - F. Review and Consider Approval of renewal of the Transportation Agreement with the Berkeley Gateway TMA for continued operation of the West Berkeley Shuttle (Attachment)
  - G. Review and Consider Approval of the scope and budget proposal from Gray-Bowen-Scott for continued Executive Director & Agency Management Services and continued Project Management on the Mandela Bus Yard Project and authorize Chair to execute an Amendment to the Professional Services Agreement (Attachment)
6. Closed Session
  - A. Report from Committee on the Executive Director Performance Review
7. Suggestions/Requests from Board Members
8. Confirm date of Next Meeting – January 16<sup>th</sup> @ 9:15 AM
9. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Board of Directors Meeting

October 17<sup>th</sup>, 2019

1. Call to Order

*The meeting was called to order at 9:18AM by Chair, Geoffrey Sears.*

*Directors Present: Geoffrey Sears, Betsy Cooley, Bobby Lee, Julie Cai, Peter Schreiber, Colin Osborne*

*Staff Present: Roni Hatstrup*

*Others: Susan Hsieh, City of Emeryville*

2. Public Comment

*No public comment.*

3. Approval of Minutes of the August 15<sup>th</sup>, 2019 Board of Directors Meeting

*Bobby Lee motioned for approval of the minutes. Betsy Cooley seconded the motion.*

*This item was approved by a unanimous vote.*

*AYE: 6*

*NAY: 0*

*ABSTAIN: 0*

4. Executive Director's Report

A. Status update on EGR Bus Yard at Mandela Parkway

*Roni Hatstrup provided a brief status update on the Mandela project and informed the Board of the recent meeting with the project team to identify potential cost savings in the design. Roni noted that BKF had revised the design according to the items that were discussed, which resulted in a savings of over \$400,000 in the construction cost estimate. Roni further noted that even with this reduced construction cost estimate, the project costs are much higher than originally anticipated and will require the TMA to utilize more of its cash reserve, resulting in a very low balance which the TMA will need to replenish over the next few years.*

B. Status Update on Marina Parking Lot Access

*Roni provided a brief update on the status of Emery Go-Round Access at the marina parking lot, noting the lot was not accessible for Emery Go-Round to turn around. Roni further noted that the lot had been striped to show the path of travel for Emery Go-Round vehicles to avoid having people park in the path of travel.*

5. Business Items

A. Review of Third Quarter Financial Report

*Roni presented the third quarter financial reports and noted all PBID funds had been received and the expenditures were trending below budget.*

*Information item only. No action required.*

B. Review of Third Quarter Performance Reports

*Roni presented the third quarter operations performance reports and made note of the 7% increase in ridership from the second quarter. Roni also presented the on-time performance report, highlighting the overall performance at 82% on-time.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Board of Directors Meeting

October 17<sup>th</sup>, 2019

*Information item only. No action required.*

C. Appoint Committee for Executive Director Performance Evaluation and 2020 Scope of Work Review.

*Roni requested volunteers to serve on the committee to provide an evaluation of the Executive Director and to collectively define the scope of work for 2020. Both Julie Cai and Bobby Lee volunteered to serve on the committee.*

*This item required no formal action.*

6. Suggestions/Requests from Board Members

*Geoffrey Sears provided direction to staff to conduct research as to why ridership has declined over the past 2 years.*

7. Confirm Date of Next Meeting

*The meeting date of November 21<sup>st</sup>, 2019 was confirmed.*

8. Adjournment

*The meeting was adjourned at 10:03 AM.*

## LICENSE AND INDEMNITY AGREEMENT

This LICENSE AND INDEMNITY AGREEMENT (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between SHM EMERYVILLE, LLC, a Delaware limited liability company (“Licensor”), and [\_\_\_\_\_, a [\_\_\_\_\_] (“Licensee”).

### BACKGROUND

A. Licensor is the lessee of certain real property commonly known as Emeryville Marina located at 3310 Powell Street, Emeryville, California (the “Property”) pursuant to a lease agreement with the City of Emeryville (the “Lease”).

B. Licensee desires to use a portion of the Property as depicted on Exhibit A (the “Licensed Area”) for vehicular ingress and egress in order for buses operated by Licensee to change direction of travel on Powell Street (the “Permitted Use”).

C. Licensor agrees to permit Licensee to use the Licensed Area for the Permitted Use, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Licensor grants to Licensee a non-exclusive revocable license to use the Licensed Area for the Permitted Use, and for no other use whatsoever (the “License”). Without limiting the foregoing, in no event may Licensee park or store any buses or vehicles in the Licensed Area. The term of this License shall be twelve (12) full calendar months, commencing on the Effective Date ending on the last day of the twelfth full calendar month after the Effective Date, subject to earlier termination in accordance with the terms hereof. Thereafter, this License shall automatically renew for five (5) consecutive periods of twelve (12) months each unless terminated by either party upon written notice to the other delivered not less than thirty (30) days prior to the expiration of the then-current term. Licensee acknowledges and agrees that it has no title or leasehold in or to the Property, and has not, does not and will not claim any such title, leasehold or easement over the Property.

2. Licensee shall make no improvements, modifications or additions to the Licensed Area, unless consented to by Licensor in Licensor’s sole discretion. Licensee shall use the Licensed Area in strict compliance with all applicable laws, ordinances, regulations and orders of federal, state, county or other governmental authorities having jurisdiction thereof. Licensee shall not materially interfere with the operations on the Property.

3. Licensee shall use the Licensed Area at its own risk and hereby assumes all risk of loss resulting from its use of the Licensed Area as provided herein, it being acknowledged and agreed that Licensor shall not be responsible for any loss or damage occurring to Licensee or its property. Licensee agrees (a) to accept the Licensed Area in its AS-IS condition existing as of the Effective Date, (b) that Licensor has no obligation to perform any work or make any alterations or improvements to the Property or the Licensed Area, and (c) that Licensor has no obligation to

perform or provide any security or other services to the Licensed Area or to otherwise protect or care for the property of Licensor.

4. Licensee shall obtain and carry at all times, at Licensee's sole cost and expense, comprehensive general liability insurance on an occurrence basis (including contractual liability, personal injury and property damage coverage) of at least \$1,000,000, naming Licensor and the City of Emeryville as an additional insured. Licensee shall provide evidence of such coverage within five (5) business days following Licensor's request.

5. Licensee shall repair any and all damage to the Property caused by its use thereof, and Licensee shall indemnify, defend and hold Licensor and the City of Emeryville harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including reasonable attorney's fees) for injuries to persons or damage to property arising out of or related to use of the Property by Licensee, its agents, employees, contractors, customers or invitees. This section shall survive the expiration or earlier termination of this Agreement.

6. In the event Licensee fails to perform, comply with, or observe any agreement or obligation of Licensee hereunder and such failure continues for ten (10) business days after written notice to Licensee and the City of Emeryville, Licensor may, at its option, terminate the License upon written notice to Licensee. In addition, this Agreement shall terminate immediately without notice in the event of termination of the Lease for any reason.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Licensee shall not assign or transfer this Agreement without Licensor's prior consent, which may be withheld in Licensor's sole discretion.

8. Any notice required to be given hereunder shall be in writing and shall be sent by nationally recognized overnight courier service (with proof of service) or certified or registered mail (return receipt requested and first-class postage prepaid) to such address set forth on the signature page hereto (or such other address as changed by notice in accordance with this Section), and all such notices shall be deemed to have been delivered as of the date so delivered (or refusal of delivery).

9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties with respect hereto. This Agreement may be changed, amended or modified only by a written agreement signed by Licensor and Licensee, and after written notice has been provided to the City of Emeryville at least five business days in advance of the proposed modification taking effect. The parties acknowledge that they were each represented by counsel in connection with this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10. This Agreement shall be governed by the laws of the State of California.

11. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be

construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

12. Licensee shall not record this Agreement or any memorandum thereof.

13. No waiver by either party of any provision hereof shall be deemed to have been made unless such waiver be in writing signed by the waiving party. The failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement, or to exercise any option herein conferred, shall not be construed as waiving or relinquishing for the future any such covenants, conditions or option, but the same shall continue and remain in full force and effect.

14. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

*[Signature page follows]*

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

LICENSOR:

LICENSEE:

SHM EMERYVILLE, LLC, a Delaware  
limited liability company

[\_\_\_\_\_]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Address for notices:

Address for notices:

Address for notices to the City of Emeryville:

City of Emeryville

Attn: Public Works Director

1333 Park Avenue

Emeryville, CA 94608

**2020 Budget**

<b>EMERY GO-ROUND</b>	<b>2020</b>	
<b>Revenue</b>	<b>Anticipated Revenue</b>	<b>Notes</b>
<b>PBID Revenue</b>		
PBID Revenue	3,851,535	Anticipated revenue @ 5% increase from 2019.
District Related Costs	(89,976)	1.7% of assessment to County Assessor + \$24,500 to City for legal and administration fees.
Estimated Uncollectable Assessments		
<b>Net PBID</b>	<b>3,761,559</b>	
<b>Non-PBID Revenue</b>		
City of Emeryville - General Benefit Contribution	929,001	12.29% of Total Budget.
City of Emeryville - Emery Go Round Bus Yard (CIP)	1,000,000	
ETMA Billed Revenue	106,386	
BGTMA Revenue	40,000	
Misc. Revenue (Charter services, interest income, etc.)	3,000	
<b>Subtotal Non-PBID Revenues</b>	<b>2,078,387</b>	
<b>Total Revenue</b>	<b>5,839,946</b>	

	<b>2020</b>	
<b>Expenditures</b>	<b>Proposed Expenditures</b>	<b>Notes</b>
<b>Direct Costs</b>		
Bus Leases/Purchases	500,000	Assume no new vehicle acquisitions in 2020.
Bus Maintenance	300,000	
Operations Contract	2,400,000	Assume no change in the level of service.
Fuel	300,000	
Communications	75,000	Headsign integration and annual fees for RTTS, APCs and driver radios.
Miscellaneous Operating Costs	15,000	Bus Stop Signs, Wayfinding Signs, Route Guides, etc.
<b>Subtotal Direct Costs</b>	<b>3,590,000</b>	
<b>Indirect Costs</b>		
Professional Services	500,000	Management, Accounting, Legal and Website Service Agreements.
Occupancy (Bus Yard, Site Expenses)	400,000	Assume increase in rent. Includes new office acquisition.
Site Development - Long Term Bus Yard	3,000,000	Assume site construction is completed in 2020.
Membership & Public Outreach Materials	20,000	
Pilot Projects and Research	25,000	A portion of budget to be used to fund the 15% match for Transit Signal Priority/IDEA Grant.
TMA Insurance	20,000	
Conferences, Meetings, Office Expenses	4,000	
<b>Subtotal Indirect Costs</b>	<b>3,969,000</b>	
<b>Total TMA Operating Budget/Expense</b>	<b>7,559,000</b>	
<b>TOTAL BUDGET/EXPENSES</b>	<b>7,559,000</b>	
<b>Estimated Shortfall</b>	<b>(1,719,054)</b>	

<b>Cash Balance Summary (2018-2019)</b>	
Carryover Cash Balance (as of Jan 1, 2019)	\$ 2,619,030
2019 Estimated Cash Balance	\$ 500,000
Projected Cash Balance on Dec 31, 2019	\$ 3,119,030
<b>2020 Projected Shortfall</b>	<b>\$ (1,719,054)</b>
Total Projected Cash Balance on Dec 31, 2019	\$ 1,399,976

Note: Minimum Operating Reserve is 15% of Operating Expenses (\$684k for 2020).



## Reimbursable Services

### City of Emeryville - 8 to Go Paratransit Services

		<b>Anticipated Revenue</b>
<b><u>Revenue</u></b>		
City of Emeryville - 8 to Go Paratransit	\$	103,000
<b>Total Revenue - City</b>		<b>\$ 103,000.00</b>
		<b>Estimated Costs</b>
<b><u>Expenditures</u></b>		
Shuttle Operations & Maintenance	\$	90,500
Fuel	\$	2,700
Communications	\$	800
Professional Service Contracts	\$	9,000
<b>Total Expenditures - 8 to Go</b>		<b>\$ 103,000</b>
<i>Balance</i>		\$ -

### Berkeley Gateway TMA

<b><u>2020 Reimbursable Services</u></b>		<b>Anticipated Revenue</b>
<b><u>Revenue</u></b>		
BGTMA	\$	360,000
<b>Total Revenue</b>		<b>\$ 360,000.00</b>
		<b>Estimated Costs</b>
<b><u>Expenditures</u></b>		
Shuttle Operations	\$	304,000
Professional Service Contracts	\$	16,000
<b>Total Expenditures - WBS</b>		<b>\$ 320,000</b>
<i>Balance (ETMA Revenue)</i>		\$ 40,000

**2020 Budget**

<b>EMERY GO-ROUND</b>	<b>2019</b>	<b>2019</b>	<b>%</b>	<b>2020</b>	
<b>Revenue</b>	<b>Anticipated Revenue</b>	<b>Actual Revenue (Q3)</b>	<b>To Date</b>	<b>Anticipated Revenue</b>	<b>Notes</b>
<b>PBID Revenue</b>					
PBID Revenue	3,668,129			3,851,535	Anticipated revenue @ 5% increase from 2019. 1.7% of assessment to County Assessor + \$24,500 to City for legal and administration fees.
District Related Costs	(86,858)			(89,976)	
Estimated Uncollectable Assessments					
<b>Net PBID</b>	<b>3,581,271</b>	<b>3,581,271</b>	<b>100%</b>	<b>3,761,559</b>	
<b>Non-PBID Revenue</b>					
City of Emeryville - General Benefit Contribution	637,728	637,728	100%	929,001	12.29% of Total Budget
City of Emeryville - Emery Go Round Bus Yard (CIP)				1,000,000	
ETMA Billed Revenue	101,320	104,283	103%	106,386	
BGTMA Revenue	45,000	58,610	130%	40,000	
Misc. Revenue (Charter services, interest income, etc.)	3,000	69,651	2322%	3,000	
<b>Subtotal Non-PBID Revenues</b>	<b>787,048</b>	<b>870,272</b>	<b>111%</b>	<b>2,078,387</b>	
<b>Total Revenue</b>	<b>4,368,319</b>	<b>4,451,543</b>	<b>102%</b>	<b>5,839,946</b>	

	<b>2019</b>	<b>2019</b>	<b>%</b>	<b>2020</b>	
<b>Expenditures</b>	<b>Budget</b>	<b>Actual</b>	<b>%</b>	<b>Proposed</b>	
<b>Direct Costs</b>	<b>Expenditures</b>	<b>Expenditures (Q3)</b>	<b>to Date</b>	<b>Expenditures</b>	<b>Notes</b>
Bus Leases/Purchases	500,000	296,909	59%	500,000	Assume no new vehicle acquisitions in 2020.
Bus Maintenance	340,000	212,226	62%	300,000	
Operations Contract	2,300,000	1,629,046	71%	2,400,000	Assume no change in the level of service.
Fuel	300,000	170,730	57%	300,000	
Communications	180,000	6,831	4%	75,000	Headsign integration and annual fees for RTTS, APCs and driver radios.
Miscellaneous Operating Costs	15,000	-	0%	15,000	Bus Stop Signs, Wayfinding Signs, Route Guides, etc.
<b>Subtotal Direct Costs</b>	<b>3,635,000</b>	<b>2,315,742</b>	<b>64%</b>	<b>3,590,000</b>	
<b>Indirect Costs</b>					
Professional Services	490,000	231,625	47%	500,000	Management, Accounting, Legal and Audit Service Agreements.
Occupancy (Office and Facility Expenses)	150,000	112,659	75%	400,000	Assume increase in rent and acquisition of office trailer.
Site Construction - Long Term Parking Facility	850,000	199,285	23%	3,000,000	Assume site construction and office acquisition on Mandela site is completed in 2020.
Membership & Public Outreach Materials	15,000	7,145	48%	20,000	
Pilot Projects and Research	25,000	-	0%	25,000	A portion of budget to be used to fund the 15% match for Transit Signal Priority/IDEA Grant.
TMA Insurance	20,000	31,233	156%	20,000	
Conferences, Meetings, Office Expenses	4,000	865	22%	4,000	
<b>Subtotal Indirect Costs</b>	<b>1,554,000</b>	<b>582,812</b>	<b>38%</b>	<b>3,969,000</b>	
<b>Total TMA Operating Budget/Expenses</b>				<b>7,559,000</b>	
<b>TOTAL BUDGET/EXPENSES</b>	<b>5,189,000</b>	<b>2,898,554</b>	<b>56%</b>	<b>7,559,000</b>	
<b>Estimated Shortfall</b>	<b>(820,681)</b>	<b>1,552,989</b>		<b>(1,719,054)</b>	

**Cash Balance Summary (2018-2019)**

Carryover Cash Balance (as of Jan 1, 2019)	\$	2,619,030
2019 Estimated Cash Balance	\$	500,000
Projected Cash Balance on Dec 31, 2019	\$	3,119,030
<b>2020 Projected Shortfall</b>	<b>\$</b>	<b>(1,719,054)</b>
Total Projected Cash Balance on Dec 31, 2020	\$	1,399,976

Note: Minimum Operating Reserve is 15% of Operating Expenses (\$684k for 2020).

**AMENDMENT TO AGREEMENT BETWEEN  
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND JOHN TOUNGER, CPA**

**THIS AMENDMENT NO. 3** to agreement dated December 15<sup>th</sup>, 2016 between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and John S. Tounger, Jr., CPA, herein called the "Consultant."

RECITALS

WHEREAS, Association retained Consultant to provide accounting and bookkeeping services for the Associations transportation service; and

WHEREAS, Association approved Amendment 1 to the agreement to extend the term of services to December 31<sup>st</sup>, 2018 and to increase the compensation limit by \$25,000 for a total not to exceed amount of \$50,000; and

WHEREAS, Association approved Amendment 2 to the agreement to extend the term of services to December 31<sup>st</sup>, 2019 and to increase the compensation limit by \$24,750 for a total not to exceed amount of \$74,750; and

WHEREAS, Association wishes to further extend the term of services one (1) additional year to December 31<sup>st</sup>, 2020; and

WHEREAS, Consultant has provided an Engagement Letter, dated November 14, 2019 for continued bookkeeping and tax preparation services through December 31<sup>st</sup>, 2020 for an amount not to exceed \$26,910, which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT MUTUALLY AGREED, that Section 2 of the agreement be amended to extend the term of services to December 31<sup>st</sup>, 2020 and Section 3a of the agreement be amended to increase the compensation by \$26,910, for a total not to exceed amount of \$101,660.

IN WITNESS WHEREOF, the Association and Consultant have executed Amendment No. 3 to this Agreement on the \_\_\_\_ of \_\_\_\_\_, 2019.

EMERYVILLE TRANSPORTATION  
MANAGEMENT ASSOCIATION

CONSULTANT

By: \_\_\_\_\_  
**Chair**

By: \_\_\_\_\_

OFFICE OF JOHN S. TOUNGER, CPA

TAX, ACCOUNTANCY AND BUSINESS CONSULTING SERVICES

14 November 2019

Emeryville Transportation Management Association

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services I will provide for the calendar year 2020. Please sign and return to me.

I will provide bookkeeper and accounting services in order to prepare internal financial statements and other reports as requested. I will discuss these statements with you and any key personnel as requested.

I will prepare the trial balance and any other financial information to the outside Certified Public Account for their preparation of the Audited Financial Statements.

I will prepare checks (but not sign) and manage the on line banking payments in accordance with the internal controls of check and wire payment approval system that is in place. Currently the procedure is obtaining written or e-mail approval from Roni Hatstrup.

My engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, that may exist. However, I will inform you of any such matters that come to my attention.

**Tax returns and tax advice**

I will prepare the Federal and State non-profit tax returns. Your data will not be audited or otherwise verified, although I may ask you to clarify some of it or have you furnish me with additional data.

Your returns are subject to review by taxing authorities. In the event of an examination or other contact, I am available to represent you at an additional charge at my normal billing rate.

I am responsible for preparing the tax returns. I am not responsible for the disallowance of deductions due to inadequately supported documentation, nor for resulting taxes, penalties and interest. If taxes, penalties and interest are charged for a preparation error I will only be responsible for the penalties, to a maximum of my preparation fee charged for that year's returns.

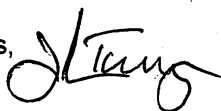
My professional judgment will be used in preparing the tax returns. Whenever I am aware that possible applicable tax law is unclear, or, that there are conflicting interpretations of the law by the courts and tax agencies, I will explain the possible positions which may be taken on your returns. I will follow whatever position you request, so long as it is consistent with the codes, regulations and interpretations, which have been promulgated. If the taxing authorities should later contest the position taken, there may be an assessment of additional taxes, interest and penalties. I assume no liability for any such assessment.

By your signature below, you agree that you have the proper records to substantiate all items of income and deductions, including travel and entertainment expenses, and that you will carefully examine and approve your completed tax returns before signing and submitting them to the tax authorities.

My fees for these services typically are based on the actual time spent at my standard hourly rate for the type of service being provided, plus out-of-pocket costs. For the bookkeeping, monthly reports, on line banking access with cash management and communication with vendors I will agree to a flat monthly rate of \$1,800. Meetings with the Board and other consultants will be charged at \$250 per hour max 6 hours annual or \$1,500. The tax return preparation fee is estimated at \$3,810. Annual service contract not to exceed is \$26,910 for my services.

My services can be terminated with a 30-day notice.

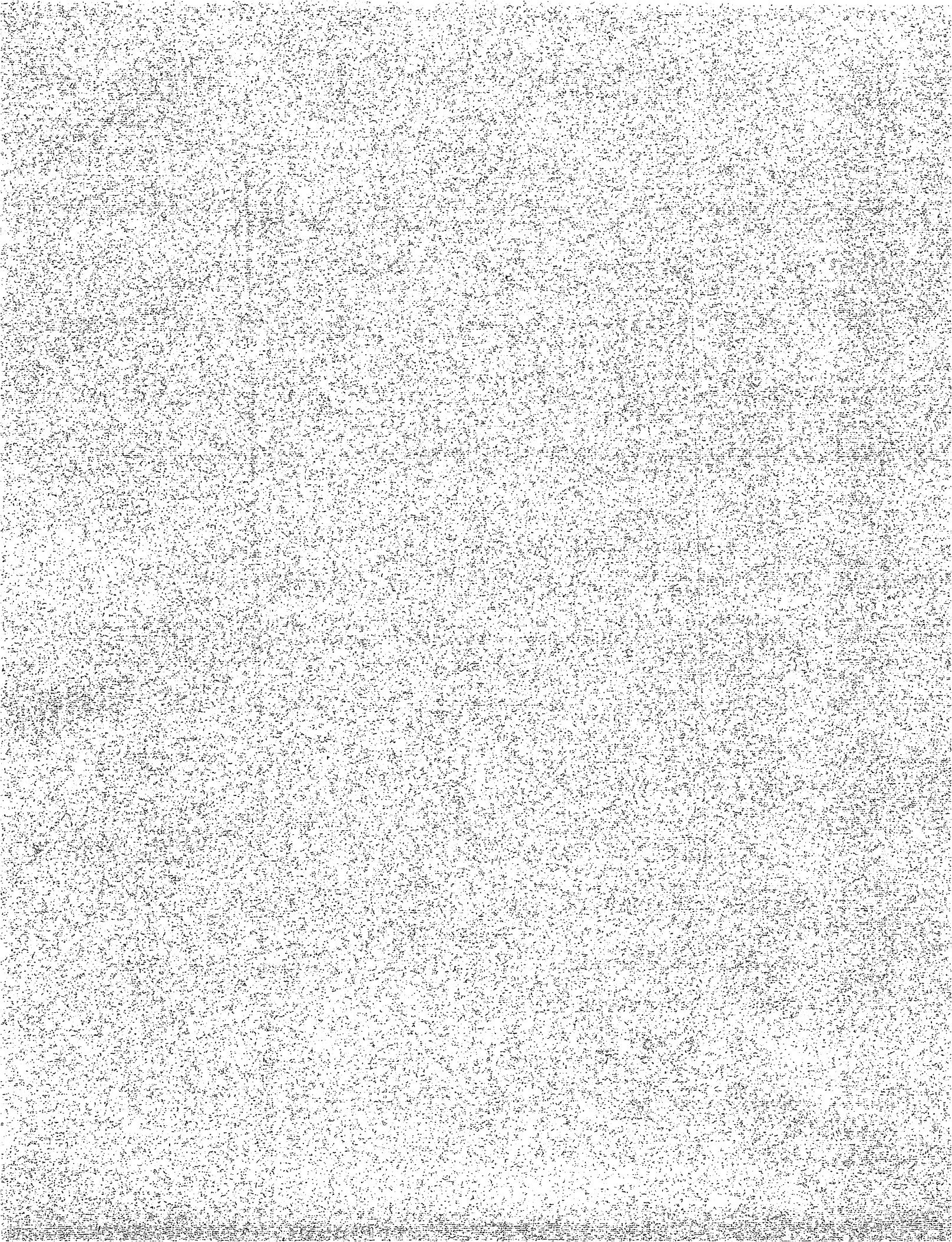
Very truly yours,



585 Mandana Blvd. Suite 10  
 Oakland, California 94610  
 telephone: 510.893.0950  
 facsimile: 510.893.0954  
 email: john@tounger.com  
 jessica@tounger.com

Response:

This letter correctly sets forth the Understanding of our engagement



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of the \_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and Damono Design, a sole proprietor, herein called the "Consultant."

### RECITALS

WHEREAS, Association is planning to retain the assistance of a consulting firm to provide website development and maintenance 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 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 November 14, 2019) and incorporated herein by reference.
2. **Time for Performance:** The services of Consultant are to commence on January 1<sup>st</sup>, 2020 and shall continue through December 31<sup>st</sup>, 2020. 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 Ten Thousand Dollars (\$10,000.00). Compensation for any additional terms shall be negotiated by the parties. Compensation is intended to include payment for all of consultant's expenses, including office space and equipment, telephones, insurance coverage, personal automobile use and other such expenses. The only expenses being reimbursed by Association are for postage and photocopying or printing costs, which shall be reimbursed at cost plus 10%.
  - 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") 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 Damon O'Donnell 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 Two Million Dollars (\$2,000,000) 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 Two Million Dollars (\$2,000,000) 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 ("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  
C/o Gray Bowen Scott  
1211 Newell Avenue, Suite 200  
Walnut Creek, CA 94596

And:

If to Consultant:           Damon O'Donnell  
  26 Coso Avenue  
  San Francisco, CA 94110

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.

//

//

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: \_\_\_\_\_

**Damon O'Donnell**

26 Coso Avenue  
San Francisco, CA  
94110

**EXHIBIT A**

W. 415 821.7570 M. 415 531.1731  
damono@mindspring.com  
[www.damono.net](http://www.damono.net)

**Emery Go-Round  
West Berkeley Shuttle  
C/O Gray-Bowen-Scott**

Veronica "Roni" Hatstrup  
1211 Newell Avenue, Suite 200  
Walnut Creek, California 94596

W (925)937-0980 ext. 212 C: (925) 899-4246  
Roni@graybowenscott.com  
[www.graybowenscott.com](http://www.graybowenscott.com)

**Emery Go-Round Web and Mobile Site Rebuild**

This estimate includes a rebuild and redesign of the site on a platform yet to be determined.  
60 hours (or less) billed at a rate of \$80 per hour. Estimated project total \$4800

**Emery Go-Round Web and Mobile Site Updates and Maintenance**

This proposal covers standard updates and site maintenance to be performed throughout 2019 and 2020 at a rate of \$80.00 per hour.

**Total Projected Cost for 2019 and 2020 \$10,000.00 or Less.**

Cost exceeding this amount must be approved by GBS staff prior to start of work.

Sincerely,

A handwritten signature in black ink that reads "Damon O'Donnell". The signature is written in a cursive, flowing style.

Damon O'Donnell  
11/14/2019

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND GALLEN ASSOCIATES, INC.**

**THIS AMENDMENT NO. 1** to agreement dated August 17<sup>th</sup>, 2017 between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and Gallen Associates, Inc., a California Corporation, herein called the "Consultant."

RECITALS

WHEREAS, Association retained Consultant to provide Public Relations services for the Association; and

WHEREAS, Association wishes to extend the term of the agreement for continued Public Relations services through December 31<sup>st</sup>, 2020;

NOW, THEREFORE, BE IT MUTUALLY AGREED that Section 2 of the agreement be amended to extend the term to December 31<sup>st</sup>, 2020.

IN WITNESS WHEREOF, the Association approved Amendment No. 1 to this Agreement on the \_\_\_\_ of \_\_\_\_\_, 2019.

EMERYVILLE TRANSPORTATION  
MANAGEMENT ASSOCIATION

CONSULTANT

By: \_\_\_\_\_  
**Chair**

By: \_\_\_\_\_

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

**THIS AMENDMENT NO. 6** 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 31<sup>st</sup>, 2018; and

WHEREAS, Association further 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 amended the agreement to further extend the term of service one (1) year to December 31, 2019 and to increase the compensation limit by \$220,133 to cover the next phase of work, including final design and environmental assistance on the Mandela Parkway site; and

WHEREAS, Association wishes to further extend the term of service one (1) additional year, to December 31, 2020 and to increase the compensation limit by \$50,619 to cover out of scope items to complete the final design phase of the project, as described in Exhibit A, attached;

NOW, THEREFORE, BE IT MUTUALLY AGREED that term ending date defined in Section 2 of the agreement be amended to December 31<sup>st</sup>, 2020 and Section 3A of the agreement be amended to increase the total compensation by \$50,619 for a total not to exceed limit of \$339,408.

IN WITNESS WHEREOF, the Association approved Amendment No. 6 to this Agreement on the \_\_\_\_\_ of \_\_\_\_\_, 2019.

EMERYVILLE TRANSPORTATION MANAGEMENT  
ASSOCIATION

CONSULTANT

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_

November 14, 2019

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

**Subject: Emery Go-Round Mandela Bus Yard  
Cost to Complete – Final Submittal**

Dear Ms. Hatstrup,

Per our conference call on 10/23/19, BKF is requesting additional budget to complete the final Mandela Yard PS&E submittal. Attached is a summary of the budget reallocation and additional budget requested to complete the associated changes to the scope of work as summarized below:

#### **PHASE 1 – Project Management**

Due to the extended project schedule and additional meetings, BKF is requesting has expended the budget for this phase. It is therefore that we are requesting a budget reallocation of \$3,000.00 from Phase 3, Mapping/ Investigations to Phase 1, Project Management to continue to support the project in attending project coordination meetings, invoicing, and updating the project schedule. No additional budget has been requested for this phase. Additionally, \$1,000.00 will be reallocated from the Reimbursables to Phase 1, Project Management.

#### **PHASE 2 – Environmental Clearance**

David J Powers and Associates will provide responses to Caltrans Comments on the Final Noise Report and Air Quality Report. Additionally, they will revise the biology report due to substantial Caltrans Comments. The requested edits require generating new figures and tables, as well as additional test descriptions beyond what was originally requested and what is typically required for urban sites. It is therefore that BKF is requesting an additional budget in the amount of \$4,048.00 to complete this work. This work has subsequently been approved by Gray-Bowen-Scott.

#### **PHASE 3 – Mapping/Investigations**

Geocon is finalizing the Geotechnical Report and Hazardous Material Report. With a remaining budget of \$6,351.20, Geocon does not anticipate any major comments. It is therefore that BKF is reallocating \$3,000.00 from Phase 3, Mapping/ Investigations to Phase 1, Project Management. No additional budget has been requested for this phase.

#### **PHASE 4 – Draft PS&E Submittal**

PHASE 4, Draft PS&E Submittal has been completed. The remaining budget of \$1251.09 from Phase 4, Draft PS&E Submittal will be reallocated to Phase 5, Final PS&E Submittal.

#### PHASE 5 – Final PS&E Submittal

BKF is requesting an additional budget of \$7,840.00 for coordination with ACFCD regarding access to the site, response to Caltrans Comments, coordination with Caltrans for EA 2J8301, evaluation of CCTV/Electrical Vehicle Charging, and Revised Drainage Design for Ettie Street and Mandela Parkway. This requested budget is in addition to the reallocated remaining budget of \$1251.09 from Phase 4, Draft PS&E Submittal.

#### PHASE 6 – Permits

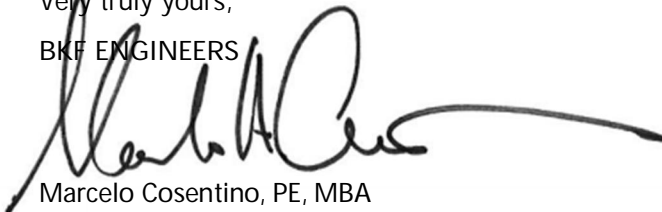
BKF has expended the budget remaining for Phase 6, Permits due to additional coordination led by changes in the design. The connection to the City's storm drain system has been moved to Ettie Street and Mandela Parkway due to new information obtained from the City, expanding the impacts to City of Oakland jurisdiction. BKF is expecting a much more substantial permit review process than previously anticipated. The City of Oakland Encroachment Permit will be submitted to the City for review. It is therefore that BKF is requesting an additional budget of \$6,500.00 to complete this work.

#### PHASE 7 – Potholing (NEW)

In coordination with the new utility services, fire services, and storm drain connection on Ettie Street, BKF has requested approval for potholing of utilities. A potholing contractor will excavate and locate existing utilities to facilitate the storm drain design in Ettie Street and Mandela Parkway. BKF will provide support and coordination to the potholing contractor through a pre-construction field meeting, periodic on-site oversight, responding to questions from the contractor and updating the construction documents with the completed potholing report. BKF will also perform non-destructive utility locating for the existing storm drain and sanitary systems. It is therefore that BKF is requesting an additional budget of \$32,303.00 to complete this work. This work has subsequently been approved by Gray-Bowen-Scott.

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. Budget Worksheet



**EMERY GO-ROUND MANDELA BUS YARD - BUDGET WORKSHEET**

Phase	Description	Budget Amount	Billed to Date	Budget Remaining	% Spent	Unbilled Labor	Budget Remaining (11/1/19)	% Spent	Budget Reallocation	Additional Budget Requested	Total Budget Remaining
1	Project Management	\$10,078	\$12,156.00	(\$2,078.00)	121%	\$816.00	(\$2,894.00)	129%	\$4,000.00	\$0.00	\$1,106.00
2	Environmental Clearance	\$44,000	\$37,111.65	\$6,888.35	84%	\$7,394.38	(\$506.03)	101%	\$0.00	\$4,048.00	\$3,541.97
3	Mapping/ Investigations	\$45,376	\$27,530	\$17,846	61%	\$11,495.00	\$6,351.20	86%	(\$3,000.00)	\$0.00	\$3,351.20
4	Draft PS&E	\$67,110	\$57,309	\$9,801	85%	\$8,550.30	\$1,251.09	98%	(\$1,251.09)	\$0.00	\$0.00
5	Final PS&E	\$38,405	\$17,158	\$21,248	45%	\$5,840	\$15,408	60%	\$1,251.09	\$7,840.00	\$24,498.59
6	Permits	\$13,164	\$15,798.00	(\$2,634.00)	120%	\$1,206.00	(\$3,840.00)	129%	\$0.00	\$6,500.00	\$2,660.00
7	Potholing	\$0	\$0	\$0	0%	\$0	\$0	0%	\$0.00	\$32,303.00	\$32,303.00
RE	Reimbursables	\$2,000	\$383.92	\$1,616.08	19%	\$53.36	\$1,562.72	22%	(\$1,000.00)	\$0.00	\$562.72
Total		\$220,133.00	\$167,445.48	\$52,687.52	76%	\$35,355.04	\$17,332.48	92%	\$0.00	\$50,691.00	\$68,023.49

## **TRANSPORTATION AGREEMENT**

Emeryville Transportation Management Association, a California non-profit public benefit corporation (“TMA”) hereby enters into a formal Transportation Agreement (“Agreement”) with the Berkeley Gateway Transportation Management Association, a California non-profit public benefit corporation (“BGTMA”), to operate a shuttle service in West Berkeley, California (collectively, the “Services”).

### **1. Term/Termination:**

The term of this Agreement shall be for two years, effective beginning January 1, 2020 through December 31, 2021.

BGTMA may terminate this Agreement without cause by giving not less than 30 days’ prior written notice to the other party. BGTMA shall also have the right to suspend this Agreement immediately upon notice given to TMA if, in the reasonable opinion of BGTMA, the property of BGTMA’s members or the safety of its passengers or the general public has or may be threatened, or if any administrative or judicial body has suspended or revoked any license required for TMA or its contractor to provide the Services under this Agreement.

In the event of any suspension or termination of this Agreement, TMA shall immediately cease incurring any additional costs in connection with this Agreement. In such event, BGTMA’s sole obligation to TMA shall be limited to payment of fees for services already rendered by TMA up to the effective date of termination or suspension. TMA shall have the right to terminate this Agreement, without cause, by giving BGTMA 120 days’ notice.

### **2. Service:**

TMA, through its own forces or by means of the third-party contractor, will provide the following shuttle services, which are described in Exhibit A, attached:

West Berkeley Shuttle

The West Berkeley Shuttle shall operate continuous loops using two shuttle vehicles from the Ashby BART Station to Dwight Way. The shuttle stops and schedule are shown on Exhibit A, attached.

The Services will operate Monday through Friday, with exception of the following holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Post-Thanksgiving Friday
- Christmas Day

The shuttle vehicle will be minimum 28 passengers, ADA compliant and include a bike rack.

**3. Fees and Expenses:**

During the term of this Agreement, TMA will provide the Services at an annual cost of \$356,000, to be paid to TMA on a quarterly basis in advance of services, per the payment schedule below:

<b>Month Invoiced</b>	<b>Service Period</b>	<b>West Berkeley Shuttle</b>
January	1 <sup>st</sup> Quarter	\$89,000
March	2 <sup>nd</sup> Quarter	\$89,000
June	3 <sup>rd</sup> Quarter	\$89,000
September	4 <sup>th</sup> Quarter	\$89,000

Any increase in the shuttle services provided will be billed separately at a rate of \$90.00 per hour. Although the above-stated costs shall apply throughout the term of this

Agreement, in the event that the operator of TMA's service increases the hourly rates it charges for both the TMA's own operations and its provision of service under this Agreement, the rates stated above shall increase by the same percentage as the rate the TMA is charged by its operator.

All payments due to TMA hereunder are to be paid in U.S. dollars. BGTMA shall remit payment within thirty days of receipt of the invoice. No payment, partial or final, by BGTMA shall: (i) be evidence of performance in whole or in part by TMA, or (ii) be regarded as acceptance of defective Services or relieve TMA from liability under this Agreement, or (iii) constitute a waiver of any claims arising from unsettled liens, faulty or defective Services.

#### 4. Insurance

A. If TMA provides the services by means of the third-party contractor, TMA shall ensure that its contractor shall procure and maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. TMA's contractor(s) shall procure and maintain Workers' Compensation Insurance in accordance with the laws of the State of California. TMA's contractor(s) shall also procure and maintain Employer's Liability Insurance coverage for a minimum liability of \$2 million covering its employees engaged in the Services. TMA shall insure the procurement and maintenance of such insurance by all contractors engaged in provision of the Services.
- (2) Liability Insurance. TMA shall require their contractor(s) to procure and maintain the following kinds of liability insurance, which shall include as additional insureds BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, as they now or as they may hereafter be constituted, singly, jointly or severally:
  - (a) Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$10 million each occurrence or claim and a general aggregate limit of at least \$10 million. This insurance coverage shall include, but not be

limited to, premises and operations; contractual liability; products 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 \$10 million 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.

B. In the event TMA operates the Services directly (without utilizing a contractor) it shall provide insurance equivalent to that stated above. During any period in which TMA utilizes a contractor to operate the Services it shall maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. If it has any employees, TMA shall procure and maintain Workers' 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 liability of \$1 Million Dollars covering TMA's employees engaged in the work. TMA shall insure the procurement and maintenance of such insurance by all subcontractors engaged in provision of the Services.
- (2) Liability Insurance. TMA shall procure and maintain the following kinds of liability insurance, which shall include as additional insureds BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, as they now or as they may hereafter be constituted, singly, jointly or severally:
  - (a) Commercial General Liability insurance providing bodily injury and property damage coverage (with a combined single limit) of at least \$1 million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance coverage shall include, but not be limited to, premises and operations; contractual liability; products and completed operations; broad form property damage.

(b) If the TMA 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 \$1 million 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.

C. Prior to commencing the Services, TMA shall file a Certificate(s) of Insurance with BGTMA 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(ies) issuing such policy(ies) shall give written notice to the BGTMA of any material 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 the TMA (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 BGTMA.
- (3) The policy shall also stipulate: Inclusion of the BGTMA shall not in any way affect the rights of such additional insureds with respects to any claim, demand, suit or judgment made, brought or recovered against the TMA, and shall protect them in the same manner as though a separate policy had 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 liable if only one interest had been named as an insured.

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

E. TMA shall also assure that any third party contractor engaged by TMA to operate the Services shall, at its own cost and 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 Services 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, agency or governing body conferring said authority. TMA will furnish the BGTMA with a copy of the Certificate of Insurance of each contractor prior to that contractor's operation of the Services.

**5. Indemnification/Limitation on Liability:**

- A. TMA will indemnify and hold BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, harmless from any loss, expense (including counsel fees), cost liability, damage, or claim (collectively "Loss") resulting from third party claims, advertising injury or personal injury, including death, or for damage to property arising from TMA's negligence in performing the Services, except to the extent such Loss is due to BGTMA's negligence (a "Claim").
- B. TMA shall indemnify and hold BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, harmless with respect to any Loss related or arising out of any assertion that they should be deemed the "employer" or "joint employer" of any individual performing Services under this Agreement. In any and all claims for any Loss against any of BGTMA by any employee of TMA or its contractor, or by anyone directly or indirectly employed by TMA, or anyone for whose acts TMA may be liable, TMA's indemnity obligations of this Section (B) shall not be limited in any way by any limitation on the amount or type of damages under workers' compensation, disability benefits, or any other employee benefits.
- C. TMA agrees to provide indemnification as set forth of this Section (C) for a Claim; provided that (1) BGTMA promptly notifies TMA in writing of such Claim, (2) TMA has

sole control of the defense of and all settlement negotiations relating to such Claim, and (3) BGTMA cooperates fully in the defense of the Claim.

**6. Maintenance:**

TMA will provide maintenance, cleaning and fuel to the operated vehicle(s).

**7. Vehicle:**

TMA will be responsible for providing any vehicle to operate this shuttle service.

**8. Permits and Licensing:**

TMA or its contractor shall at all times maintain all operating permits and insurance necessary or appropriate for its operating of the shuttle service in accordance with this Agreement. Without limiting the foregoing, TMA vehicles shall at all times maintain valid operating permits from the Californian Public Utilities Commission.

**9. Drivers:**

All drivers providing the Services shall at all times hold Class B Commercial Drivers Licenses with a passenger endorsement, and shall otherwise meet the minimum operating standards promulgated by the Californian Public Utilities Commission for commercial drivers carrying passengers. Additionally, BGTMA shall have the right to request the replacement of any driver, with or without reason, upon written notice to TMA, whereupon TMA will no longer permit such driver to service BGTMA.

**10. Inspection and Audit:**

BGTMA shall have the right to all reasonable times to examine all books, records and accounting data, vehicle facilities, including without limitation all permits and licenses, personnel relating to the provision of services by TMA under this Agreement, to determine whether the same are in conformity with the requirements of this Agreement. All such books, records and documents shall be made available to BGTMA promptly upon written demand, and BGTMA shall be permitted to make and retain copies thereof or extracts the form for all proper purposes. BGTMA shall have the right to audit under



this provision for up to three (3) years after the expiration or termination of this Agreement.

BGTMA is under no obligation to supervise or inspect TMA, or to report to TMA any results of BGTMA's examinations. Any review or inspection by BGTMA is entirely for its own purpose to determine whether TMA is properly conducting itself in accordance with the terms of this Agreement or otherwise to preserve BGTMA's rights hereunder. Under no circumstances shall any such review or inspection be construed in any way as a representation that TMA has complied with the terms of this Agreement or has met the requirements hereof with respect to the quality of drivers and services furnished, for which TMA shall remain solely responsible.

#### **11. Safety and Site Access:**

TMA shall provide for the safety of their employees, all passengers and the general public in performing services under this Agreement and shall keep all vehicles in operation free from safety hazards and the accumulation of waste material or rubbish.

#### **12. Additional Services:**

TMA will perform all tasks necessary to manage, staff and operate the Services on an uninterrupted basis throughout the term of this Agreement. TMA will be exclusively responsible for providing drivers to perform all services required under this Agreement. TMA will provide trained, English-speaking drivers to operate the daily shuttle. Back-up drivers and will be provided by TMA should there be any problems with the designated drivers.

#### **13. Notices:**

BGTMA: BGTMA  
c/o Bayer HealthCare  
800 Dwight Way  
Berkeley, CA 94710  
Attention: Manager Community Relations

Copy to: Bayer HealthCare, LLC  
800 Dwight Way  
Berkeley, CA 94710  
Attention: Senior Counsel, Law and Patents  
  
Wareham Development  
1120 Nye Street, Suite 400  
San Rafael, CA 94901  
Attention: President

TMA: TMA  
**c/o Gray-Bowen-Scott.**  
1211 Newell Avenue, Suite 200  
Walnut Creek, CA 94596  
Attn: Executive Director

All notices will be deemed received on receipt if personally delivered, the next day if sent by overnight courier or three (3) days following the date of mailing, if mailed. Either party may change its address for the purposes of this Agreement by giving thirty (30) days' advance written notice of such change to the other party.

#### **14. Independent Contractor:**

The relationship between TMA and BGTMA is, and shall at all times remain, solely that of customer (BGTMA) and independent contractor (TMA) and not one of employer/employee or principal and agent or representative. Neither party shall be authorized to enter into any contracts or agreement nor otherwise bind or represent the other. The personnel performing services under this Agreement shall at all times be under the exclusive direction and control of TMA and shall not be employees of BGTMA. TMA shall be solely responsible for paying all wages, salaries and other amounts due its employees, and paying and withholding all federal, state and local taxes on labor, materials and equipment supplied under or used in connection with the service provided by it under this Agreement.

#### **15. Entire Agreement:**

This Agreement contains the entire agreement between the parties relating thereto and all prior offers, negotiation and agreements are superseded hereby, provided that this Agreement may be altered or amended in the future by written agreement of the parties.

The terms of this Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns, provided however, that this Agreement is personal to TMA and may not be assigned by it to any other person or entity without BGTMA's prior written consent.

**16. Governing Law:**

This Agreement shall be governed by the laws of the State of California. Any dispute under this Agreement shall be decided in the federal or state courts of the State of California.

**17. Compliance with Laws:**

TMA shall at all times operate its business and the shuttle service in compliance with all applicable federal, state and local laws, statutes, codes, rules, permits, licenses, approvals and governmental requirements now or hereafter in effect.

IN WITNESS WHEREOF, authorized officers of the parties have executed this Agreement as of the date set forth below.

Date: \_\_\_\_\_

\_\_\_\_\_

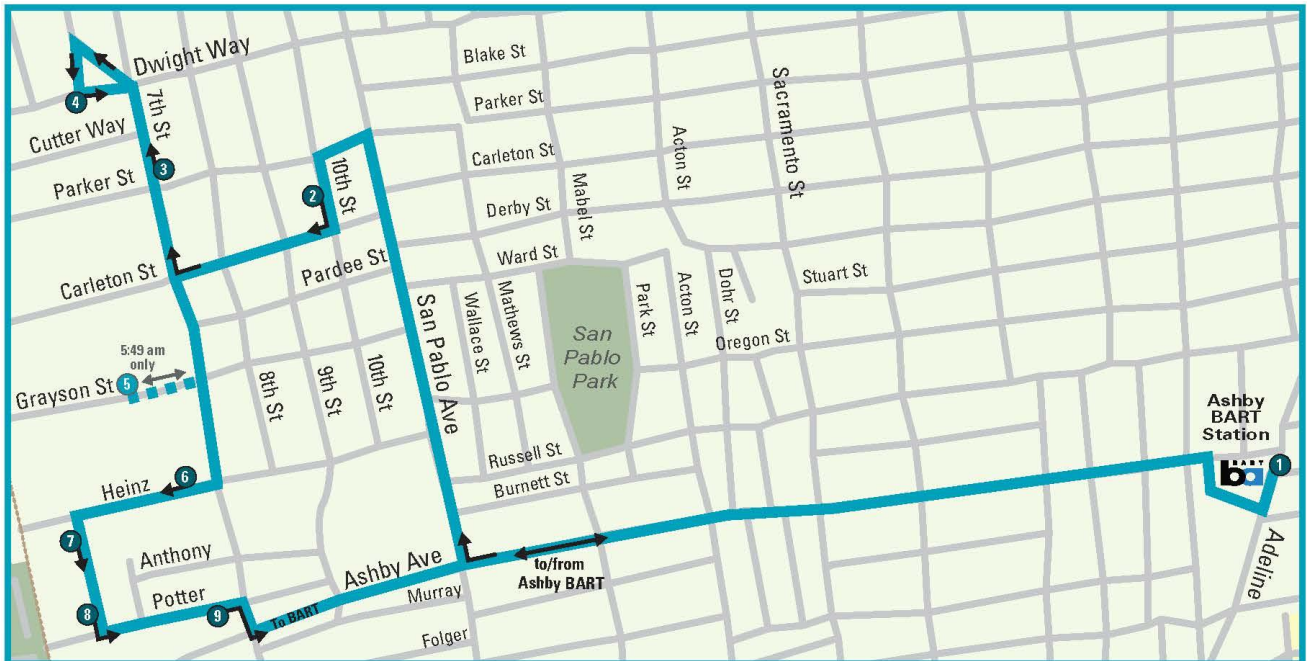
For Berkeley Gateway Transportation Management Association

Date: \_\_\_\_\_

\_\_\_\_\_

For Emeryville Transportation Management Association

AM Service Plan

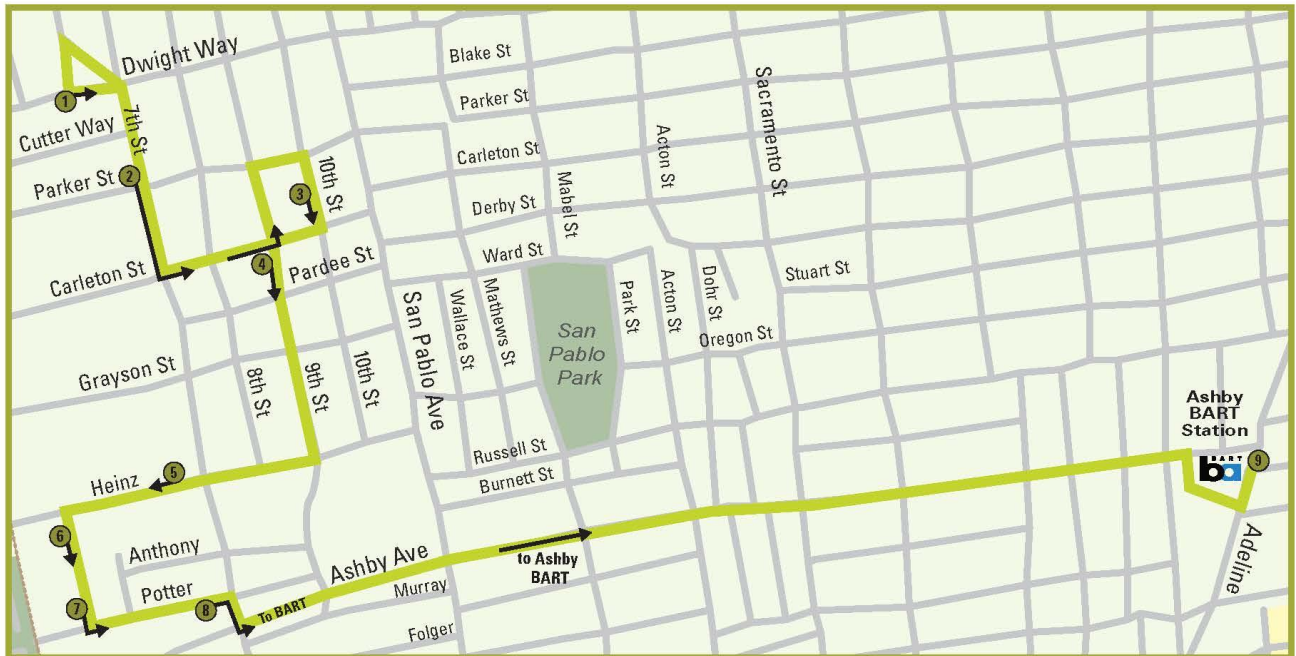


**MORNING SHUTTLE SERVICE FROM ASHBY BART**

1	2	3	4	5	6	7	8	9	1
Ashby BART	2600 10th St	7th at Parker	Dwight at 6th	Grayson at 7th	Heinz at 7th	#700 Heinz	#725 Potter	Potter at 7th	Ashby BART
5:37	5:43	5:45	5:47	5:49	5:51	5:52	5:53	5:55	6:02
5:52	5:58	6:00	6:02		6:05	6:06	6:07	6:09	6:17
6:14	6:20	6:22	6:24		6:27	6:28	6:29	6:31	6:39
6:29	6:35	6:37	6:39		6:42	6:43	6:44	6:46	6:54
6:44	6:50	6:52	6:54		6:57	6:58	6:59	7:01	7:09
6:59	7:05	7:07	7:09		7:12	7:13	7:14	7:16	7:24
7:14	7:20	7:22	7:24		7:27	7:28	7:29	7:31	7:39
7:29	7:37	7:39	7:41		7:44	7:45	7:46	7:48	7:56
7:44	7:52	7:54	7:56		7:59	8:00	8:01	8:03	8:11
7:59	8:07	8:09	8:11		8:14	8:15	8:16	8:18	8:26
8:14	8:22	8:24	8:26		8:29	8:30	8:31	8:33	8:41
8:29	8:37	8:39	8:41		8:44	8:45	8:46	8:48	8:56
8:44	8:52	8:54	8:56		8:59	9:00	9:01	9:03	9:11
8:59	9:07	9:09	9:11		9:14	9:15	9:16	9:18	9:26
9:14	9:22	9:24	9:26		9:29	9:30	9:31	9:33	9:41
9:29	9:35	9:37	9:39		9:42	9:43	9:44	9:46*	
9:44	9:50	9:52	9:54		9:57	9:58	9:59	10:01*	

\* No return to BART. Last stop is Potter @ 7th

PM Service Plan



**AFTERNOON/EVENING SHUTTLE SERVICE TO ASHBY BART**

1 Dwight at 6th	2 7th at Parker	3 2600 10th St	4 9th at Carleton	5 Heinz at 7th	6 #700 Heinz	7 #725 Potter	8 Potter at 7th	9 Ashby BART
2:58	2:59	3:01	3:02	3:04	3:05	3:06	3:07	3:18
3:14	3:15	3:17	3:18	3:20	3:21	3:22	3:23	3:32
3:30	3:31	3:33	3:34	3:36	3:37	3:38	3:39	3:48
3:42	3:43	3:45	3:46	3:48	3:49	3:50	3:51	4:00
4:01	4:02	4:04	4:05	4:07	4:08	4:09	4:10	4:19
4:12	4:13	4:15	4:16	4:18	4:19	4:20	4:21	4:30
4:33	4:34	4:36	4:37	4:39	4:40	4:41	4:42	4:53
4:47	4:48	4:50	4:51	4:53	4:54	4:55	4:56	5:07
5:07	5:08	5:10	5:11	5:13	5:14	5:15	5:16	5:29
5:23	5:24	5:26	5:27	5:29	5:30	5:31	5:32	5:45
5:42	5:43	5:45	5:46	5:48	5:49	5:50	5:51	6:02
5:58	5:59	6:01	6:02	6:04	6:05	6:06	6:07	6:18
6:13	6:14	6:16	6:17	6:19	6:20	6:21	6:22	6:33
6:28	6:29	6:31	6:32	6:34	6:35	6:36	6:37	6:48
6:43	6:44	6:46	6:47	6:49	6:50	6:51	6:52	7:03
6:58	6:59	7:01	7:02	7:04	7:05	7:06	7:07	7:18



November 15, 2019

Geoffrey Sears, Chair  
Emeryville Transportation Management Association  
(via email: [GSears@warehamdevelopment.com](mailto:GSears@warehamdevelopment.com))

Dear Mr. Sears,

We are pleased to furnish you with our proposed scope of services and cost proposal for ETMA Agency Management services for calendar year 2020.

The scope of work and cost estimate attached, reflects our proposed work plan for next year. We expect our services to remain consistent throughout the year. In addition to our continued efforts in securing a long-term bus yard for the Emery Go-Round, our primary focus will be on maintaining a reliable service for the Emeryville community and identifying and implementing service enhancements to improve the rider experience.

We are also excited to introduce our new Executive Assistant, Tiffany Gephart. Tiffany has several years of transportation program oversight experience and I know she will bring significant value to our team.

We thank you for allowing us the opportunity to continue providing management and administration services to the organization. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R Hatstrup', is positioned above the printed name.

Veronica 'Roni' Hatstrup  
Program Manager

Cc: ETMA Executive Committee

Attachments: 2020 Scope of Services  
2020 Cost Proposal

## **EXHIBIT A**

### **GRAY-BOWEN-SCOTT 2020 SCOPE OF WORK FOR EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AGENCY MANAGEMENT & ADMINISTRATION SERVICES**

Gray-Bowen-Scott will provide Agency Management & Administration services for the Emeryville Transportation Management Association (TMA), essentially serving as staff for the organization. Primary staffing positions include the Executive Director, Operations Administrator and Executive Assistant. A broad description of services include TMA general and financial management; administrative support for the Board of Directors; management and oversight of the operations and maintenance contractor; coordination with City of Emeryville, BART and other partnering agencies; service monitoring and change implementation, when needed; public and membership outreach; fleet management; and procurement of service and capital equipment contracts.

Our proposed scope of work for 2020 services is detailed by task below. A proposed allocation of time for each task is shown on the attached staffing and cost proposal.

#### **I. TMA SERVICES**

##### **TASK 1. ASSOCIATION ADMINISTRATION, BOARD SUPPORT & FINANCIAL MANAGEMENT**

###### **❖ Association General Management**

- Ensure compliance with governing documents, including the TMA Bylaws and Administrative Policies;
- Ensure compliance with new regulations set forth in the PBID Management Plan via the Shuttle Funding Agreement with the City of Emeryville.
- Adhere to Board-established policies and procedures and safeguard the Association's assets and reputation.
- Ensure compliance with current local, state, and federal regulations and requirements.
- Maintain insurance policies and other documents required for prudent TMA operation and compliance with laws.
- Maintain filing system for TMA documents/records and consolidate documents as needed for the annual audit and other reporting needs.
- Coordination on property or lease matters.
- Respond to general information requests from TMA Members.
- Coordinate with legal counsel on claims or various matters which warrant a legal opinion, as needed.

###### **❖ Board of Directors Support**

- Prepare, distribute, and maintain (at TMA offices) Board communications and actions: meeting notices and agendas, staff reports, official summaries/minutes, rosters, calendars, operations and financial reports, per Board policies and procedures and the Brown Act. Task includes posting appropriate material on TMA website.
- Ensure access to all TMA records by Board of Directors, Association Members, and public (as may be required by the Brown Act).
- Provide staff support at Board and Committee meetings.

- Recruit new Board Directors as needed.
- Conduct orientation sessions with new Board Directors. This includes preparation of a Director briefing materials which include, but are not limited to; governing documents, budgets, audited financial statements, and key service agreements.
- Inform the Board and/or appropriate Officers and/or Board committees of pertinent developments.
- Anticipate and inform the Board of emerging issues and trends; recommend actions to address the future viability of the Association and its services.
- Annually, support the Board in evaluating the performance of the Executive Director.
- In the event of emergency situation or service disruptions, keep Board informed of actions taken. When necessary, call or convene emergency meetings of the Board or Executive Committee to authorize responsive action.
- Prepare for and facilitate the election of one (1) Employer Director at the Annual Membership Meeting.

❖ **Financial Management**

- Prepare the annual budget for Board approval, including cost assumptions and analysis of trends.
- Negotiate and recommend to the Board for approval, all contracts, equipment leases, service agreements and consulting agreements in accordance with the organizations Administrative Policies.
- Coordinate and monitor the annual PBID assessment levy process with City and consultants; liaison with the City regarding PBID fund balance held by City.
- Prepare, in conjunction with accountant, periodic financial reports and statements for the Board, per established policies, procedures and calendars.
- Review of all invoices from vendors and contractors to ensure charges are in compliance with the service agreement and/or quote.
- Monitor cost trends to ensure compliance with the TMA approved budget.
- Ensure filing of annual tax returns and annual audit with appropriate recipients.
- Deposit all funds received per approved investment policy.
- Execute Participation Agreements with new contributors, per their conditions of approval with the City of Emeryville.
- Procurement of a new Auditor.

**TASK 2. OPERATIONS & FLEET MAINTENANCE, MANAGEMENT & OVERSIGHT**

- Oversee the performance of operations and fleet maintenance contractor to ensure that the work is done in accordance with the terms and conditions set forth in the shuttle operations and maintenance agreement;
- As necessary, review cost effectiveness of the Emery Go-Round Shuttle service.
- Modify weekly and monthly operations performance reporting templates, as needed.
- Monitor contractor performance against service standards and goals adopted by the Board.
- Oversee the condition, cost and availability of the fleet through management of the fleet acquisition plan.
- Make recommendations to the Board of Directors regarding the replacement and composition of vehicle fleet. Prepare cost/benefit analysis to evaluate the best strategy for procuring the vehicles (lease, buy, finance). As needed, solicit proposals for vehicle purchases and/or leases and prepare newly acquired buses for service.



- Research alternative fuel vehicle options for consideration when acquiring new vehicles.
- Track, monitor and follow up on complaints, accidents and incidents, as necessary.
- Oversee facilities management and security.
- Analyze and review maintenance procedures, conformity of work and determine maintenance efficiencies.
- Conduct quarterly analyses of route performance, cost efficiencies, on-time performance, and other service performance indicators on an ongoing basis.
- Prepare quarterly ridership reports for Board review.
- Prepare rider notifications for vehicle and web posting, as needed.
- Prepare for and attend bi-annual shuttle operation workshops.
- Coordination with access gates vendors for repairs, as needed.

**TASK 3. EQUIPMENT & SYSTEMS MANAGEMENT**

- Monitor equipment tracking to ensure serial numbers, vehicle assignments and other pertinent information is tracked and verified regularly.
- Coordinate as needed with Syncromatics to ensure GPS tracking equipment and system reporting is properly functioning.
- Coordinate with Trillium to ensure EGR routes and schedules are accurately reflected on Google Maps.
- Update Google Transit Feed Specifications, as needed.
- Coordinate update to Syncromatics data feed, as needed.
- Participate in troubleshooting technical issues with Operations Team.
- Verify Emery Go-Round signage is in good condition and ensure repairs are done in a timely manner.
- Monthly verification of equipment assignments, to ensure all Emeryville TMA equipment is accounted for and appropriately assigned.
- Regularly ensure connections to equipment are properly functioning.
- Monitor video surveillance equipment and vendor coordination.

**TASK 4. PUBLIC & MEMBERSHIP OUTREACH**

- Develop and facilitate distribution and collection of a 2020 Rider Survey to determine rider satisfaction.
- Coordinate with employers and property managers to develop and facilitate the distribution and collection of commuter surveys to determine transportation modes and quantify the use of such modes.
- Communicate with members to monitor their feedback on Emery Go-Round services and address concerns when needed.
- Participate in up to three community and/or employer-based outreach events.
- Manage the update of the website, written material, brochures, and other public information documents and web information at least annually to ensure that it is user friendly and promotes the mission of the TMA.
- Respond to questions or complaints per protocols established by the Board.
- Foster and maintain a positive, highly visible public image for the TMA.
- Develop and manage the distribution of the Annual Report.

**TASK 5. LIAISON TO PUBLIC AGENCIES & TRANSIT ORGANIZATIONS**

- As needed, represent TMA at regional transportation/transit meetings (MTC, AC Transit,

- BART) and local government agency meetings.
- Coordination with BART to continue improvements with access and security at MacArthur BART.
- Partner and collaborate with the City of Emeryville on new TDM initiatives or infrastructure improvements to enhance shuttle access and/or reduce traffic throughout the City.
- Attend City Council meetings, as needed.

**TASK 6. SPECIAL PROJECTS**

❖ **Grant Opportunities**

- a. Pursue grant opportunities for alternative fuel vehicles, when applicable.

❖ **Social Media Strategy**

- a. Develop and implement a social media strategy to enhance Emery Go-Round presence in the transportation community and to keep riders informed of service-related matters.

❖ **Research of New Technologies**

- a. Continue research of options for improved technology to enhance rider experience and increase awareness of the Emery Go-Round service.
- b. Evaluate transit signage options. Coordination with the Emeryville residential complexes, hotels and businesses on opportunities for enhanced signage.

**II. REIMBURSABLE SERVICES**

Services provided under the “reimbursable services” category are costs to be funded by others; not the ETMA. Budget assigned to these services are segregated by service and will not be merged or reassigned to ETMA core service tasks shown above.

**TASK R1. 8 TO GO PARATRANSIT SHUTTLE SERVICE (CITY OF EMERYVILLE)**

- Operations oversight.
- Coordination with the City on various operational matters.
- Contract Management - facilitate renewals and/or modifications to the Paratransit Funding Agreement as needed.
- Preparation of supporting documentation for reimbursement requests.

**TASK R2. WEST BERKELEY SHUTTLE (BERKELEY GATEWAY TMA)**

- Operations oversight.
- Coordination with BGTMA on operational matters.
- Contract Management – facilitate renewals and modifications to the Transportation Agreement, as needed.
- Planning for service expansion and/or possible TDM enhancements (ETMA bills to BGTMA in addition to daily rate.)

**EXHIBIT B  
GRAY-BOWEN-SCOTT  
COST PROPOSAL FOR  
EMERYVILLE TMA**

		2020					2019				
		Roni Hatstrup	Karen Boggs	Tiffany Gephart	Total Hours GBS	Total Cost Per Task	Roni Hatstrup	Karen Boggs	Mary Grinbergs	Total Hours GBS	Total Cost Per Task
Task #		Executive Director	Operations Administrator	Executive Assistant			Executive Director	Operations Administrator	Executive Assistant		
		\$236	\$170	\$90			\$225	\$165	\$89		
<b>TMA SERVICES<sup>1</sup></b>											
1	Association Administration, Board Support & Finance Management	280	0	400	680	\$ 102,080	280	0	550	830	\$ 111,950
2	Operations & Fleet Maintenance Oversight	220	500	80	800	\$ 144,120	280	540	80	900	\$ 159,220
3	Equipment & Systems Management	110	350	0	460	\$ 85,460	110	280	0	390	\$ 70,950
4	Public & Membership Outreach	100	50	50	200	\$ 36,600	60	15	40	115	\$ 19,535
5	Liaison to Public Agencies & Transit Organizations	75	40	0	115	\$ 24,500	60	12	10	82	\$ 16,370
6	Special Projects	75	50	90	215	\$ 34,300	90	60	90	240	\$ 38,160
Expenses		\$ 588					\$ 1,045				
		860	990	620	2470	\$ 427,648	880	907	770	2557	\$ 417,230

		2020					2019				
		R1	R2		Total Hours GBS	Total Cost Per Task	R1	R2		Total Hours GBS	Total Cost Per Task
<b>REIMBURSABLE SERVICES<sup>4</sup></b>											
R1	8 to Go Paratransit Shuttle (City of Emeryville/ACTC) <sup>6</sup>	12	12	40	64	\$ 8,472	12	12	40	64	\$ 8,240
R2	West Berkeley Shuttle & Bayer Mid-Day Shuttle (BGTMA) <sup>5</sup>	30	30	30	90	\$ 14,880	20	50	20	90	\$ 14,530
<b>Total Reimbursable Services</b>		42	42	70	154	\$ 23,352	32	62	60	154	\$ 22,770
<b>Grand Total:</b>		902	1,032	690	2624	\$ 451,000	912	969	830	2711	\$ 440,000
		19	22	14							

**Notes:**

- Actual charges will be billed on a time and materials bases for services performed.
- Hours may be shifted amongst other GBS staff members as appropriate, to provide the most efficient level of service.
- Task budgets defined under the TMA Services category are transferrable to other tasks within the TMA Services category.
- Services provided under the "reimbursable services" category are cost to be funded by others; not the ETMA. Budget assigned to these services are segregated by service and will not be merged or reassigned to TMA service tasks defined above.
- West Berkeley Shuttle services are reimbursed to the TMA at a daily rate for operations oversight. Efforts involving planning of future service will be reimbursed to the TMA on a time and material basis.
- Time and materials for 8 to Go services are reimbursed by the City on a monthly basis. All management time incurred by Gray Bowen Scott will be tracked separately and is fully reimbursed by the City.



November 15, 2019

Geoffrey Sears, Chair  
Emeryville Transportation Management Association

Subject: Request for Amendment - Project Management Services for the Mandela Bus Yard Project

Dear Mr. Sears,

The Mandela Bus Yard environmental and design phase is nearing completion, though we anticipate this phase of work to continue through April 2020. However, our original anticipated completion date was December 2019. Additionally, our original assumption for the level of effort on Task 3, City of Oakland coordination, was far less than what was expended as we navigated the Oakland Planning Commission approval process. Lastly, we've added a new task for the procurement of a Resident Engineer for the Construction phase of the project. We propose a streamlined procurement process to include distribution of an RFP to only a select few reputable firms as well as a streamlined selection process.

We are requesting an amendment for \$40,000 to cover our anticipated costs through April 2020, which is shown in the proposed budget, attached. As we get closer to completion of this phase of work, we will develop a scope and budget proposal for our continued oversight during the construction phase.

We thank you for this opportunity to continue providing project management services and we look forward to delivering this project in partnership with the Emeryville TMA.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Veronica Hatrup', is written over a light blue horizontal line.

Veronica Hatrup  
Program Manager

ATTACHMENT

1. Cost Proposal

GBS Amendment Request

ETMA: Mandela Bus Yard Project Delivery Oversight

Task No.	Description	Current Authorized Budget	Spent to Date (as of 10/31/19)	Remaining Budget	Proposed Budget Reallocation	Amendment Request	Total Proposed Budget	Proposed Remaining Balance
1	Project Administration and ETMA Coordination	\$ 26,000	\$ 30,497	\$ (4,497)	\$ 3,000	\$ 16,000	\$ 45,000	\$ 14,504
2	Caltrans Coordination	\$ 18,000	\$ 12,724	\$ 5,276	\$ -	\$ -	\$ 18,000	\$ 5,276
3	City of Oakland Coordination	\$ 18,000	\$ 27,704	\$ (9,704)	\$ -	\$ 14,000	\$ 32,000	\$ 4,296
4	Environmental and Final Design Oversight	\$ 23,000	\$ 13,255	\$ 9,745	\$ (2,000)	\$ -	\$ 21,000	\$ 7,745
5	Caltrans Encroachment Permit and Contract Advertisement Support	\$ 6,000	\$ 308	\$ 5,693	\$ -	\$ -	\$ 6,000	\$ 5,693
6	Procurement of Resident Engineer	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
EX	Expenses	\$ 2,000	\$ 95	\$ 1,905	\$ (1,000)	\$ -	\$ 1,000	\$ 905
<b>Total</b>		<b>\$ 93,000</b>	<b>\$ 84,582</b>	<b>\$ 8,418</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>\$ 133,000</b>	<b>\$ 48,418</b>