



EXHIBIT C

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TRANSPORTATION
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375 Beale Street, Suite 800
San Francisco, CA 94105
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www.mtc.ca.gov

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Deputy Executive Director,
Local Government Services

October 3, 2018

Christine Daniel
City Manager
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

**RE: Funding Agreement for Innovative Deployments to Enhance Arterials (IDEA)
Category 2 Project – Local Match Contribution**

Dear Mrs. Daniel:

This letter, effective as of July 1, 2018 ("Effective Date"), is the agreement between the City of Emeryville ("RECIPIENT") and the Metropolitan Transportation Commission ("MTC") to cover RECIPIENT's local match contribution for the deployment of the Innovative Deployments to Enhance Arterials (IDEA) Category 2 project ("the PROJECT").

It is agreed that MTC and RECIPIENT shall lead the procurement of all necessary equipment, systems, and/or services required to successfully deploy all elements of the PROJECT, as described in Attachment A, Scope of Work, attached hereto and incorporated by this reference in the concept document associated with the PROJECT and attached to MTC's procurement for IDEA systems engineering services released on May 2, 2018, also incorporated herein by this reference.

It is agreed that RECIPIENT shall forward to MTC the agreed-upon amount of thirty one thousand, sixty-five dollars (\$31,065), as set forth in Attachment B, Project Budget, to meet its local match requirement for the MTC-led work under the IDEA Program.

MTC shall invoice RECIPIENT in the amount of thirty one thousand, sixty-five dollars (\$31,065), billable in lump sum upon the start of the project. RECIPIENT shall pay MTC fully upon receipt of an invoice in the amount stated above within thirty (30) days of receipt. MTC's invoice shall be mailed to:

Christine Daniel
City Manager
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

All notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other Party in writing and shall be deemed given when made in writing, and hand-delivered, mailed, or emailed, to such party at their respective addresses as follows:

If to RECIPIENT: Attention: Ryan O'Connell
Senior Civil Engineer
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608
Email: roconnell@emeryville.org

If to MTC: Attention: Robert Rich
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
Email: rrich@bayareametro.gov

MTC's Project Manager shall be Robert Rich. RECIPIENT'S Project Manager shall be Ryan O'Connell. The Project Managers will be responsible for all day-to-day communications between the Parties at any time. Either Party may designate another individual to serve as Project Manager, and shall give the other Party due notice.

RECIPIENT agrees to retain all documents, working papers, records, accounts and other materials relating to its performance under this Agreement for four years following the fiscal year of the last expenditure under this Agreement, and MTC may inspect and audit such records during that period of time.

Performance will begin on or after August 1, 2018 and be completed by June 30, 2021, unless this Agreement is terminated or extended by either RECIPIENT or MTC as provided below. RECIPIENT and MTC may by mutual written agreement extend the term of or make other changes to this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral communication. Any amendment of the Agreement must be in writing, specifically identified as an amendment to the Agreement, and signed by both the Interim City Manager of RECIPIENT and the Executive Director of MTC, or their designated representatives.

If you agree, please sign and date both copies of this letter in the space provided below and return to us. The other copy is for your files.

Very truly yours,

Steve Heminger
Executive Director

Accepted and Agreed to this _____ day
of _____, 2018.

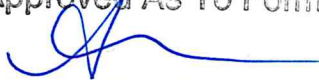
CITY OF EMERYVILLE

Christine Daniel, City Manager

SH: rr

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IDEA Cat 2 Match.final.docx

Approved As To Form



City Attorney's Office

ATTACHMENT A **SCOPE OF WORK**

RECIPIENT received a grant under MTC's Innovative Deployments to Enhance Arterials (IDEA) Program – an initiative that is designed to support cities, counties and transit agencies in the implementation of either mature, commercially-available technologies (Category 1) or new, higher-risk connected and automated vehicle technologies (Category 2). The IDEA Program aims to:

1. Improve travel time and travel time reliability along arterials for autos and transit vehicles;
2. Improve safety of motorists, transit riders, bicyclists, and pedestrians;
3. Decreasing motor vehicle emissions and fuel consumption; and
4. Improve knowledge of and proficiency in the use of advanced technologies for arterial operations.

Specifically, RECIPIENT received a grant for a Category 2 project (Figure 1) to deploy an Automated Traffic Signal Performance Measures (ATSPM) system, a transit signal priority (TSP) system and to implement virtual bicycle detection technology on Powell St., Shellmound St., Christie St. and 40th St. in order to improve arterial operations and enhance safety along these corridors.

Where appropriate and applicable, RECIPIENT shall lead the procurement to engage vendor(s), contractor(s), and/or consultant(s) to perform the work necessary to successfully complete the project. Such procurements could include, but are not be limited to, the following:

- Capital (e.g., systems, software/hardware/firmware, equipment, etc.)
- Design services
- System integration services
- Project construction services
- Construction management/support services

Insurance requirements will be determined for each procurement, and in general conformance with the attached Attachment C, Insurance Requirements. Some of the procurements for technical assistance services could be led and managed by MTC. During the course of the project, MTC Project Manager and RECIPIENT Project Manager shall work collectively to determine which RECIPIENT will lead which procurement, based on what would be the most efficient and expeditious approach to meeting the project delivery schedule.

RECIPIENT shall participate in regularly-scheduled calls to ensure project delivery goals are met. RECIPIENT shall provide an appropriate level of staff support and administration required for the successful completion of the project. RECIPIENT shall agree to share data collected as part of the project, if requested by MTC. MTC and RECIPIENT shall mutually agree upon what specific data can be shared.

Figure 1 Project Area



ATTACHMENT B
PROJECT BUDGET

The following table provides the total estimated project budget, broken down by MTC's share and RECIPIENT's share (cash and in-kind match) of the total project cost. Under a separate funding agreement, MTC shall reimburse RECIPIENT the agreed-upon amount of \$620,795 to cover services led by RECIPIENT to deliver the PROJECT.

	MTC-led Work	RECIPIENT-led Work	Total Project Cost
MTC Share	\$110,023	\$726,913	\$836,936
RECIPIENT Share (cash match)	\$31,065	\$139,823	\$170,888
SUBTOTAL	\$141,088	\$866,736	\$1,007,824
RECIPIENT Share (in-kind match)	n/a	\$150,050	\$150,050
TOTAL	\$141,088	\$1,016,786	\$1,157,874

Annex III
Insurance Requirements

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover RECIPIENT's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that RECIPIENT authorizes to work under this Agreement (hereinafter referred to as "Agents.") RECIPIENT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

RECIPIENT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, RECIPIENT shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling RECIPIENT's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event RECIPIENT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that RECIPIENT's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, RECIPIENT shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of RECIPIENT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as RECIPIENT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of RECIPIENT and RECIPIENT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general

aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

MTC and those entities listed in Part 3 of this Attachment (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from RECIPIENT's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by RECIPIENT and RECIPIENT's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Excess or Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim.

The policy shall provide coverage for all work performed by RECIPIENT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of RECIPIENT. No contract or agreement between RECIPIENT and any subcontractor/consultant shall relieve RECIPIENT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by RECIPIENT and any subcontractor/consultant working on behalf of RECIPIENT on the project.

6. Property Insurance. Property Insurance covering RECIPIENT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

C. Self-Insurance. RECIPIENT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

D. Deductibles and Retentions. RECIPIENT shall be responsible for payment of any deductible or retention on RECIPIENT's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any RECIPIENT insurance policy that contains a deductible or self-insured retention, RECIPIENT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of RECIPIENT, subconsultant, subcontractor, or any of their employees, officers or directors, even if RECIPIENT or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, RECIPIENT shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, RECIPIENT shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of RECIPIENT's personnel, subconsultants, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. RECIPIENT must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder,

RECIPIENT shall deliver to Ebix, MTC's authorized insurance consultant, insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. **The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance.**

RECIPIENT shall submit certificates of insurance to:

**Metropolitan Transportation Commission
Insurance Compliance
P.O. Box 100085-M8
Duluth, GA 30096
or
Email to MTC@Ebix.com
or
Fax to 1-888-617-2309**