



# AGREEMENT PACKET ROUTING FORM

**WORK NOT TO BEGIN PRIOR TO AGREEMENT EXECUTION**

**FOR CITY MANAGER'S OFFICE ONLY:**

Contract No. 18046-0000-PW01

Resolution No. 18-124

Consultant / Contractor / Vendor <b>CTC, INC.</b>		Department <b>Public Works</b>	Project Manager <b>Ryan O'Connell</b>
Project Name / Description <b>Design Services for Railroad Quiet Zone Project</b>		CIP No.	EPW No. <b>18-103</b>
Contract Amount to Date <b>\$ 290,740.99</b>	Amendment Amount <b>\$ 0.00</b>	Total Contract Amount <b>\$ 290,740.99</b> ✓	
This contact/agreement requires:  <input type="checkbox"/> City Manager approval (\$0 - \$45,000) <input checked="" type="checkbox"/> Agency approval (over \$45,000)		If this contract/agreement requires Agency approval, please indicate: Agency Body <b>City Council</b> Meeting Date <b>July 10, 2018</b> - September 17, 2018	

## STEP 1: LEGAL & ADMINISTRATIVE REVIEW


### BASIC PROCEDURE FOR PROCESSING (reference Administrative Instruction 104)

1. Project Manager submits contract/agreement and all attachments/exhibits electronically to City Attorney's Office with red-lined edits. City Attorney's Office reviews and approves changes.
2. Project Manager submits contract/agreement to Consultant/Contractor/Vendor for signature, then submits to City Attorney's Office for "Approval As To Form".
3. Contracts Compliance Officer checks which supporting documents are required by the City Attorney's Office and returns contract/agreement to Project Manager.
4. Project Manager compiles Agreement Packet and submits to Contracts Compliance Officer for processing for City Manager execution.

SUPPORTING DOCUMENTS	SUBMITTED WITH PACKET	CITY ATTORNEY REQUIRED DOCUMENTS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Consultant/Contractor/Vendor Signature ( <i>City signs Outside Agency agreements first</i> )
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Scope of Work or Bid Quote
<input type="checkbox"/>	<input type="checkbox"/>	<b>FOR AMENDMENTS:</b> Initial Contract/Agreement plus all Previous Amendments
CITY MANAGER REQUIRED DOCUMENTS		
BONDS		
<input type="checkbox"/>	<input type="checkbox"/>	Bid Bond
<input type="checkbox"/>	<input type="checkbox"/>	Performance Bond
<input type="checkbox"/>	<input type="checkbox"/>	Payment Bond
PROOF OF INSURANCE		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	General Liability
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Auto Insurance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Worker's Compensation or Waiver Clause
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Professional Liability
OTHER DOCUMENTS		
<input type="checkbox"/>	<input type="checkbox"/>	Fee Schedule
<input type="checkbox"/>	<input type="checkbox"/>	City Living Wages
<input type="checkbox"/>	<input type="checkbox"/>	Prevailing Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Addendum for Purchasing Supplies, Services and Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Resolution
FINANCE REQUIRED DOCUMENTS		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	W-9 (Request for Taxpayer Identification Number and Certification)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	City of Emeryville Business License   <b>Business License No. BL11821</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchase Order Requisition Form

## STEP 2: REVIEW BY CONTRACTS COMPLIANCE OFFICER

09-25-18A09:38 RCVD	

The Agreement Packet contains all documents as required by the City Manager's Office.  (CCO initial)

## STEP 3: EXECUTION BY CITY MANAGER

## STEP 4: RETURNED TO PROJECT MANAGER

<u>09/28/18</u> (Date)	<u>09/28/18</u> (Date)
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**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is effective as of this 18th day of September, 2018, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **CTC, INC.** ("Consultant"), collectively referred to as the "Parties."

**W I T N E S S E T H   T H A T**

**WHEREAS**, the City desires to hire a qualified Civil Engineering Firm to provide project management, environmental analysis, preliminary engineering design, Plans, Specifications, and Estimates (PS&E), and bidding phase support services for the Quiet Zone Safety Engineering Measures on 65<sup>th</sup>, 66<sup>th</sup>, and 67<sup>th</sup> Streets Project; and

**WHEREAS**, pm July 27, 2018, the City issued a Request for Proposals for Professional Design Services for Quiet Zone Engineering Measures on 65<sup>th</sup>, 66<sup>th</sup>, and 67<sup>th</sup> Streets Project ("RFP"); and

**WHEREAS**, in response to the RFP, the Consultant submitted the proposal attached hereto as Exhibit A ("Proposal"); and

**WHEREAS**, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Agreement; and

**WHEREAS**, the City has determined that the Consultant is qualified by training and experience to render such services; and

**WHEREAS**, the Consultant desires to provide such services; and,

**WHEREAS**, the public interest will be served by this Agreement; and

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

**1.     SCOPE OF SERVICES AND TERMINATION DATE**

**1.1     Project Description**

A complete Project Description is described in the RFP, and the Proposal, which are incorporated herein by reference.

FOR CITY USE ONLY			
Contract No.	18046-0000-PW01	CIP No.	N/A
Resolution No.	18-124	EPW No.	18-103

## **1.2 Services**

The services to be completed under this Agreement ("Services") are described in Exhibit A.

## **1.3 Schedule and Completion Date**

The services to be provided by Consultant under this Agreement shall commence on September 18, 2018 and terminate on January 1, 2021.

## **2. WORK CHANGES**

### **2.1 City Rights to Change**

The City reserves the right to order changes in the work to be performed under this Agreement by altering, adding to or deducting from the work. All such changes shall be incorporated in written change orders executed by the Consultant and the City. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

### **2.2 Additional Work Changes**

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

### **2.3 City Manager Execution**

The City Manager has authority to execute without further action of the Emeryville City Council, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or increase the total amount to be paid under this Agreement, as set forth in Section 3.2 below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$45,000 must be approved by resolution of the Emeryville City Council.

### **3. COMPENSATION AND METHOD OF PAYMENT**

#### **3.1 Compensation for Services Performed**

City agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the City that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the City of invoices setting forth in detail the services performed and costs incurred. The City shall pay the Consultant within forty-five (45) days after approval of the invoice by City staff.

#### **3.2 Total Compensation Amount**

The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO HUNDRED NINETY THOUSAND, SEVEN HUNDRED FORTY DOLLARS AND NINETY-NINE CENTS (\$290,740.99)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be **as set forth in Exhibit B**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

### **4. COVENANTS OF CONSULTANT**

#### **4.1 Assignment of Agreement**

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them and the City shall have no obligation to them.

#### **4.2 Responsibility of Consultant and Indemnification of City**

It is the intent of the parties that the language of this Paragraph complies fully with the requirements of section 2782.8 of the California Civil Code. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Consultant or subconsultants as well as any claim by any employee, agent, Consultant or independent contractor hired or employed by Consultant that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs



and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and the costs of investigation, to the extent arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone that they control, whether or not there is alleged to be concurrent negligence on the part of the City, but, to the extent required by law, excluding liability caused by the conduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

#### **4.3 Independent Contractor**

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

#### **4.4 Insurance**

##### **4.4.1 REQUIREMENTS**

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subcontractors. If requested, Consultant shall provide the City with copies of all insurance policies. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

##### **4.4.2 MINIMUM LIMITS OF INSURANCE**

Consultant shall maintain limits no less than:

- A. Commercial General Liability providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury with limits of not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and, if required by City, products and completed operations coverage for the term of the policy.
- B. Comprehensive Automobile Liability (owned, non-owned, hired) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000).
- C. Professional Liability of One Million Dollars (\$1,000,000) providing coverage on a claims made basis for errors, omissions or malpractice. Professional liability insurance must be continued for at least 5 years after termination or final payment under the Agreement, whichever is later.
- D. Workers' Compensation limits as required by the laws of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

No Workers' Compensation insurance shall be required if Consultant completes the following certification:

I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirement to provide Workers' Compensation Insurance.

\_\_\_\_\_ (Consultant's Initials)

#### 4.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and are subject to approval by the City.

#### 4.4.4 OTHER INSURANCE PROVISIONS

The policy is to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. Consultant shall name the City of Emeryville, its officials, employees, agents and volunteers as additional insureds in its Commercial General Liability and Automobile Liability policies. If Consultant submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG 20 10 11 85 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance); The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers, except where limited by State laws.

When a certificate says, "certificate issued to" this does not mean the same as additional insured and is not acceptable.

2. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.
4. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
6. The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.
7. All endorsements to policies shall be executed by an authorized representative of the insurer.

B. Workers' Compensation Coverage

The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.



C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

4.4.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

4.4.6 VERIFICATION OF COVERAGE

Consultant shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

4.4.7 SUBCONTRACTORS

Consultant shall either include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor demonstrating that subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage required by this Agreement, including but not limited to naming the City, its officials, employees, agents and volunteers as additional insureds.

4.4.8 CLAIMS-MADE POLICIES

Consultant shall extend any claims-made insurance policy for at least 5 years after termination or final payment under the Agreement, whichever is later.

**4.5 Records, Reports and Audits**

4.5.1 RECORDS

- A. Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

#### **4.5.2 REPORTS AND INFORMATION**

Upon request, the Consultant shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.

#### **4.5.3 AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

#### **4.6 Conflicts of Interest**

The Consultant covenants and declares that, other than this Agreement, it has no holdings or interests within the City of Emeryville, nor business holdings or agreements with any official, employee or other representative of the City. For the duration of this Agreement, in the event the Consultant or its principals, agents or employees acquire such a holding, interest or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Consultant will immediately notify the City of such holding, interest or agreement in writing.

#### **4.7 Confidentiality**

The Consultant agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

#### **4.8 Discrimination Prohibited**

The Consultant covenants and agrees that in performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability.

#### **4.9 Licenses, Certifications and Permits**

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

#### **4.10 Key Personnel**

All of the individuals listed in Exhibit A are necessary for the successful prosecution of the work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

#### **4.11 Authority to Contract**

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

#### **4.12 Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

#### **4.13 Living Wage**

If this Agreement provides for compensation to Consultant of \$25,000 or more within a single fiscal year for providing services to the City, then Consultant shall comply with the requirements of the City's Living Wage Ordinance set forth in Chapter 31 of Title 5 of



the Emeryville Municipal Code, unless (i) Consultant is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws.

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Agreement for all employees of Consultant who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08. Consultant shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Consultant for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

Consultant shall notify each of its affected employees regarding wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than \$15.73 per hour (as of July 1, 2018, subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

#### **4.14 Prevailing Wages**

To the extent the services to be provided by Consultant pursuant to this Agreement constitutes "public work" as defined in Labor Code Section 1720, Consultant shall pay and shall ensure that all subconsultants or subcontractors pay all persons providing labor to perform the work under this Agreement applicable prevailing wage rates for the work to be performed as determined in the General Prevailing Wage Determination ("Wage Determination") made by the Director of Industrial Relations pursuant to California Labor Code sections 1770, 1773, et. seq., and otherwise comply with all provisions of this Section IV.N. A copy of the applicable Wage Determination is on file in the offices of the City.

Consultant is required to comply with the following provisions and to ensure that all subcontracts include the following provisions. If, for some reason, these provisions are not included in subcontracts, they shall nevertheless apply:

#### 4.14.1 HOURS OF LABOR

Eight hours' labor constitutes a legal day's work. Consultant shall forfeit, as penalty, Twenty-Five Dollars (\$25) for each worker employed in the performance of the Agreement by Consultant or by any subconsultant under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code and in particular sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Consultant in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted under compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said section 1815.

#### 4.14.2 LABOR NON-DISCRIMINATION

Consultant shall not discriminate against any employee who is employed on the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, gender identity, or age of such persons, except as provided in section 12940 of the Government Code.

#### 4.14.3 PREVAILING WAGES

Consultant shall comply with California Labor Code sections 1770 to 1780, inclusive. In accordance with section 1775, Consultant shall forfeit as a penalty an amount determined by the Labor Commissioner, not to exceed Fifty Dollars (\$50), for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by him or by any subconsultant under him in violation of the provisions of the Labor Code, and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Consultant.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and can be obtained online at [www.dir.ca.gov](http://www.dir.ca.gov). It is mandatory for Consultant and any subcontractor to pay not less than the specified rates to laborers and workers employed by them in the execution of this Agreement.

Consultant shall comply with the provisions enacted by AB 854 that require Consultant and any subcontractor be registered with the State Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Consultant shall post job site notices, pursuant to Title 8 California Code of Regulations Section 16451.

Consultant shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements of section 1773.8.

#### 4.14.4 PAYROLL RECORDS

Consultant shall be responsible for the compliance with Labor Code section 1776 by his subconsultants.

- A. Each Consultant and subconsultant shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:
  - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - 3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant and the entity through which the request was made. The public shall not be given access to such records at the principal office of Consultant.
- C. The certified payroll records shall be on forms provided by the division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- D. Each Consultant shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.



- E. Any copy of records made available for inspection as copies and furnished upon request to the public or City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant shall not be marked or obliterated.
- F. In the event of noncompliance with the requirement of this section, Consultant shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with this section. Should noncompliance still be evident after such ten (10) day period, Consultant shall, as a penalty to the State or City, forfeit Twenty-Five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (g) of Labor Code section 1776 for noncompliance with the provisions of said section 1776 may be deducted from any monies due or which may become due to Consultant.

Consultant and each subconsultant shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

#### 4.14.5 APPRENTICES

Consultant shall fully comply with the requirements of sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with section 1777.5, Consultant shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. Consultant shall require each subconsultant who will perform work or labor or render service to Consultant in or about the construction of the work to comply fully with sections 1777.5 and 1777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

#### 4.14.6 WORKERS' COMPENSATION

Pursuant to the requirements of section 1860 of the California Labor Code, Consultant will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Agreement, Consultant certifies the following:

"I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake

self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

#### 4.14.7 EVENT OF DEFAULT

Failure by Consultant to comply with any provision of this Section shall constitute a default of this Agreement and shall be grounds for termination as provided in this Agreement.

### 5. **TERMINATION**

- A. The City shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.
- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the City.
- E. The rights and remedies of the City and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

### 6. **NO PERSONAL LIABILITY**

No member, official or employee of the City shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement.

### 7. **ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement

shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

## **8. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

## **9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Agreement shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

## **10. SEVERABILITY**

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the extent possible.

## **11. BUSINESS LICENSE**

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the City of Emeryville Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

## **12. NOTICES**

### **12.1 Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the work shall be exchanged between **Ryan O'Connell** for the City and **Tim Oster** for the Consultant.



## 12.2 Official Notices

All other notices, writings or correspondence as required by this Agreement shall be directed to the City and the Consultant, respectively, as follows:

### CITY

**RYAN O'CONNELL**

1333 Park Avenue

Emeryville, California 94608

Phone No.: (510) 596-4346

E-Mail: roconnell@emeryville.org

### CONSULTANT

**TIM OSTER**

9601 Camp Bowie West

Fort Worth, TX 76116

Phone No.: 817-886-8210

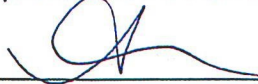
E-Mail: toster@ctcinc.com

## 13. WAIVER OF AGREEMENT

The City's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

IN WITNESS WHEREOF the City and the Consultant have executed this Agreement, which shall become effective as of the date the City Manager executes this Agreement on behalf of the City.

Approved As To Form:



Michael A. Guina, City Attorney

Dated:

September 25, 2018

CITY OF EMERYVILLE

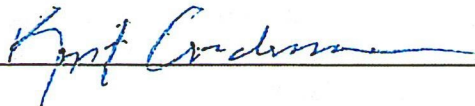


~~James Holgersson, Interim City Manager~~  
Christine Daniel, City Manager

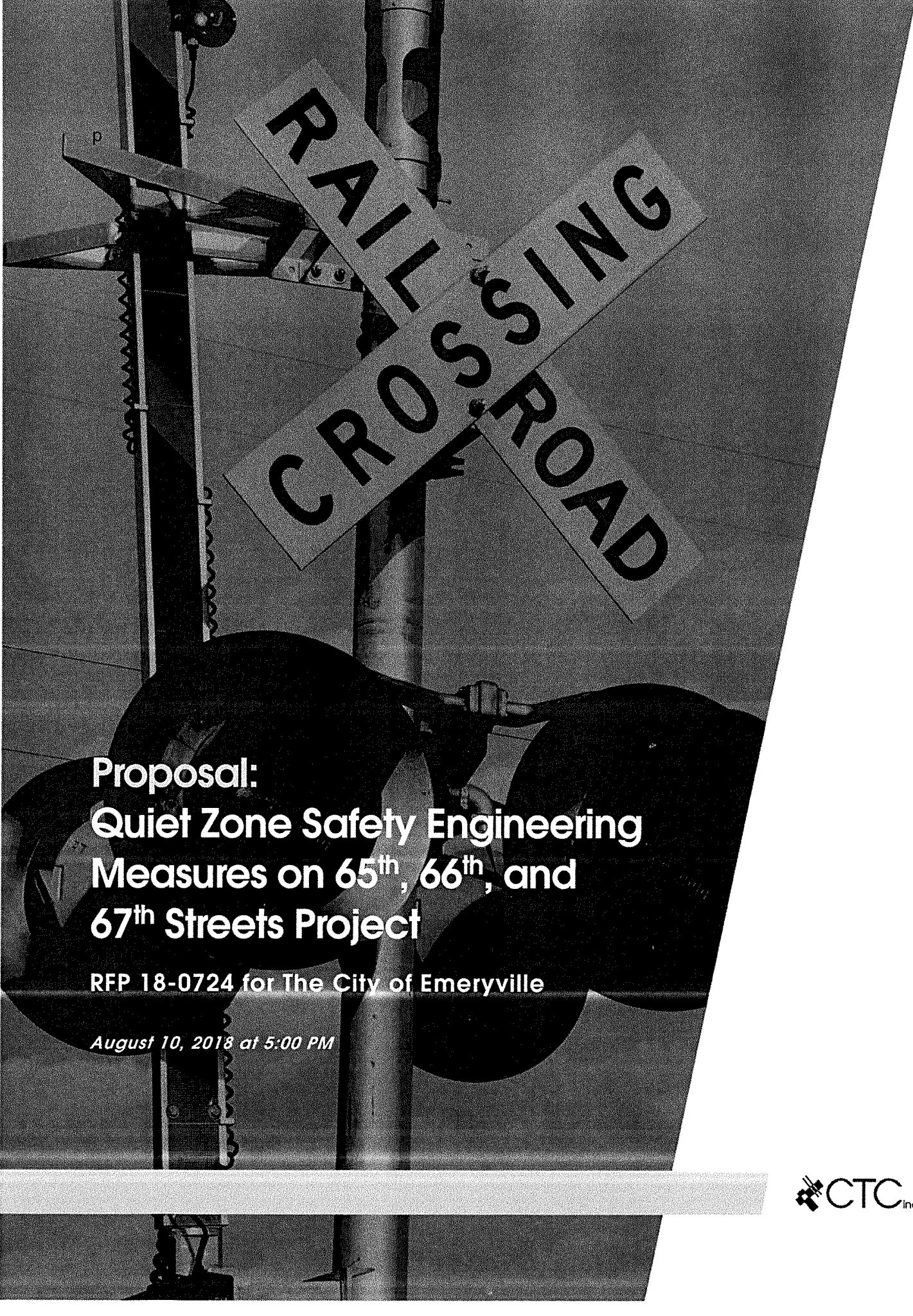
CONSULTANT

Dated:

August 30, 2018

BY: 

ITS: COO



RAILROAD  
CROSSING

**Proposal:  
Quiet Zone Safety Engineering  
Measures on 65<sup>th</sup>, 66<sup>th</sup>, and  
67<sup>th</sup> Streets Project**

**RFP 18-0724 for The City of Emeryville**

*August 10, 2018 at 5:00 PM*

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# 1. Cover Letter

August 9, 2018

Ryan O'Connell, PE  
City of Emeryville  
Public Works Division  
1333 Park Avenue  
Emeryville, CA 94608

CTC, Inc.

9601 Camp Bowie West  
Fort Worth, TX 76116

Ph: 817 886-8210  
F: 817 886-8225  
E: [kanderson@ctcinc.com](mailto:kanderson@ctcinc.com)  
[www.ctcinc.com](http://www.ctcinc.com)

RE: RFP 18-0724: Quiet Zone Safety Engineering Measures on  
65th, 66th, and 67th Streets Project

Good wishes Ryan,

CTC, Inc. (CTC) is pleased to submit a response to RFP 18-0724: Quiet Zone Safety Engineering Measures on 65th, 66th, and 67th Streets Project to the City of Emeryville ("City"). Founded in 2007, Fort Worth, Texas-based CTC has spent the last decade advocating for grade crossing safety improvements across North America. Our firm brings extensive experience in all phases of quiet zone development to this project, including successful quiet zone evaluation, planning, design and implementation services. Current clients include Class I railroads including Union Pacific; short line and regional railroads; commuter railroads; public road authorities and transit agencies; State DOT's; and various municipalities across the nation.

Since the passage of the Federal Railroad Administration's (FRA) Use of Locomotive Horns Highway-Rail Grade Crossings; Final Rule (CFR 49 § 222 and 229), municipalities and agencies across the U.S. have turned to CTC for assistance in implementing quiet zones. Because of our understanding of FRA and individual railroad requirements for quiet zones we added "Task 9" to the Scope of Work to address the method and approach to implement the quiet zone. Furthermore, our Subconsultant MNS Engineering will contribute to the project's success by providing civil design support. We also believe that if selected we can assist the City to significantly reduce the scope and budget required to achieve the quiet zone construction, implementation and approval by the FRA.

We sincerely appreciate the opportunity to provide this proposal to the City. I am authorized to represent CTC in any negotiations and to sign any contract that may result from this RFP process. If you have any questions during the review, or would like additional information, please feel welcome to contact me at (817) 886-8215.

Sincerely,



Kurt Anderson, Chief Operating Officer  
CTC, Inc.

## 2. Proposal Summary

CTC has successfully completed the establishment of over 60 quiet zones throughout the country and has detailed knowledge of the scheduling involved in managing the quiet zone process. As described in the RFP and Tasks provided by the City of Emeryville (the City) we understand the need for four-quadrant gates, planning and work with United Pacific Railroad and civil engineering tasks. With Project Manager Tim Oster leading CTC staff and working with the MNS Engineering subconsultant team, the City will receive industry-leading quiet zone expertise and California design and construction management capabilities.

CTC has worked with UP and other railroads over the last ten years and understands their internal requirements and timelines for completing quiet zone related work. Many of the Tasks can occur simultaneously as you can see from the following summary table. This is a generalized summary that reflects the Tasks in the RFP and our approach. As documented in our Project Approach and Fee Proposal sections, we have a realistic understanding of how to achieve success – we also believe that using planning meetings, we can collaborate to revise the Scope of Work for significant dollar savings.

<b>Railroad Construction and Quiet Zone Project Overview</b>
Notice to Proceed
Kick Off Meeting
Execute Preliminary Engineering Agreements with UP
Complete topographic and survey mapping for conceptual plan
On-site evaluation and walk through with stakeholders
Submit request for design and estimates to UP
Complete civil design for pedestrian improvements
Receive railroad estimates
Receive CPUC approval
City Executes Construction and Maintenance Contracts with Railroad
City Issues Notice of Intent (NOI)
Railroad procurement, assembly, and construction process completed
City Issues Notice of Establishment (NOE)
UP ceases routine sounding of horn



## 3. Project Approach

### Communication Methods and Timeline

Establishing consistent, thorough communication with all stakeholders early on is an essential component to alleviate any potential challenges during the quiet zone implementation process. To this end, CTC has developed a communication plan that supports internal and external parties and assists in planning tasks and timeline evaluation. These methods include tangible deliverables, such as diagnostic meeting notes and monthly progress reports, as well traditional outreach such a bi-monthly onsite meetings and monthly conference calls. Project manager Tim Oster will be in communication with the City of Emeryville (the City), subconsultant MNS Engineering and other stakeholders throughout the process on a weekly basis, or as questions or concerns arise.

### Approach to Scope of Work

#### Project Approach

The City's primary objective is to establish a quiet zone along the Union Pacific Railroad and provide safety improvements at the 65<sup>th</sup>, 66<sup>th</sup> and 67<sup>th</sup> street crossings. The approval process will involve working closely with the UP railroad, state and federal agencies and the City to comply with all standards and industry practices related to the design and construction of the proposed safety improvements at each crossing. This will include the coordination with UP, the Federal Railroad Administration (FRA), California Public Utility Commission (CPUC) and the City.

The CTC team will submit for filing by the City all associated applications, updates, reports, notices required during the project including the quiet zone documentation required by the FRA to establish the quiet zone along the UP corridor. The design team will complete surveys and provide detailed roadway design at each of the three crossing locations. CTC will provide detailed review of the roadway plans during the project. CTC will prepare the Notice of Intent (NOI), quiet zone calculations, complete final inspection of quiet zone treatments, and prepare the Notice of Establishment (NOE) for issuance by the City.

The critical path for this project will be impacted most by the railroad's internal processes. However, that impact can be minimized through early and constant communications with our railroad partners. CTC is uniquely qualified to reduce this impact and provide consistent communications with UP due to our existing long-term relationships. CTC currently provides preemption review and railroad signal design services for UP. Mr. Oster has worked with UP staff since 2001 and Mr. Anderson was with UP Public Projects team for 24 years. Our experience with railroad signal design and construction will provide the City with unmatched knowledge of the railroad design and construction process and how to eliminate unneeded delays.



CTC's combined knowledge of railroad personnel, processes and familiarity with the proposed quiet zone safety improvements in Emeryville will allow our team to hit the ground running immediately after receiving the notice to proceed. CTC will begin working with UP to obtain a Preliminary Engineering Agreement (PEA) that is required. CTC will assist the City in completion of the PEA and attachments immediately after receiving the notice to proceed.

CTC will prepare applications for submittal to the CPUC for crossings located in the UP quiet zone corridor. The field surveys and initial design work can begin during this process. CTC will also prepare the applications for submittal to the CPUC for each crossing concerning the proposed safety improvements and how they relate to services provided by MNS Engineering.

## MNS Engineering Expertise



### Civil Engineering

MNS experienced licensed civil engineers and technical support staff are available for your project needs. MNS engineers have vast experience in transportation, water resource, and public site improvement projects. We utilize the latest computer-aided design and drafting (CADD) equipment and technologies to prepare PS&Es. The MNS engineering and technical teams stay current with material and construction method developments, and public agency specification and code requirements in order to offer in-depth project experience and a high level of engineering design skill for all project phases:

- Preliminary engineering studies
- Preparation of contract documents—PS&Es
- Plan check and peer review
- Coordination with project stakeholders and utilities
- Stormwater Pollution Prevention Plan (SWPPP) preparation
- Pre-bid and bid phase assistance
- Permitting with the counties, cities, Caltrans, and other regulatory agencies
- Environmental regulations and permitting
- Requirements for funding from federal, state, and local resources
- Construction administration
- Construction cost estimates
- Report preparation

### Construction Management and Inspection

A leader in construction management and inspection services, MNS offers the City a depth of staff resources and a reputation for success in meeting project quality, budget, and schedule goals. MNS will provide a qualified construction management team consisting of highly experienced team members who are available for the contract duration so project-to-project staff continuity can be maintained where possible.

MNS focuses on providing quality construction management and inspection services for transportation and utility infrastructure projects. Many MNS projects are either within Caltrans right-of-way or involved federal funds which required the project to be administered per the Caltrans LAPM; therefore, MNS modeled internal construction administration procedures after the Caltrans LAPM. The MNS team is very knowledgeable and well versed in administering projects per Caltrans LAPM and Greenbook guidelines. MNS expertise includes:

- Complete construction management
- Construction inspection
- Scheduling and critical path method (CPM) review
- Contract administration and labor compliance
- Constructability review
- SWPPP compliance and environmental compliance
- Multi-party and contractor coordination
- Utility and regulatory agency coordination
- Funding administration: local, state, and federal

## Land Surveying

Our Land Surveying department is comprised of the following components:

- Municipal Surveying services. The Municipal Surveying Services division provides substantial private development review, map checking and document review services for tract maps, parcel maps, lot line adjustments, mergers, and certificates of compliance. MNS also supports many cities with their real estate needs such as easement research, roadway vacation services including resolution preparation, determining fee or easement status of road rights-of-way, annexation mapping and descriptions, and preparation of various documents including grant deeds, easement deeds, and quitclaim deeds.
- Right-of-Way (R/W) Engineering services. The R/W Engineering division has significant expertise in supporting the R/W acquisitions and dispositions required for capital improvement projects. MNS has very good working knowledge of Caltrans policies and procedures regarding R/W acquisition and typically tailor products to match their requirements, often with modifications to suit local agencies. MNS personnel also have experience in providing early project support preparing the R/W Datasheet and the associated cost estimates. MNS provides monument preservation services. This is typical for roadway construction projects.
- Design Surveying services. The MNS Design Surveying division has extensive experience in R/W, boundary and easement retracement, ground, aerial and bathymetric topographic mapping, utility mapping, as-builts, and 3-dimensional (3D) scanning survey data collection. Typical projects include roads, highways, bridges, parking lots, pipelines, and other municipal projects including water, recycled water, and wastewater processing and treatment plants.
- Construction Surveying services. The MNS Construction Surveying division has significant experience in providing construction surveying for roads, highways, bridges, retaining walls, pipelines, water processing facilities and multiple story buildings. We provide stability monitoring for projects requiring excavation near adjacent structures.

## Task 1 - Project Management

The CTC project manager and project team has extensive experience managing quiet zone projects that require coordination between city, state, regulatory agencies, railroad and construction contractors. That experience allows our team to develop detailed scope, schedule and work plan for proposed quiet zone that are accurate and achievable. CTC has worked with UP on 30 quiet zones containing 125 crossings and has intimate knowledge of the internal processes for planning, design and construction of the railroad related work. CTC will conduct regular status meeting with all stakeholders and individual follow up meetings as needed providing detailed summary notes and action items for participants.

CTC will provide a detailed schedule and maintain a Critical Path Method (CPM) schedule. CTC is fully aware that the railroad work related to this project will routinely be the critical path to an on-time completion of the project. CTC and or its Project Manager has worked with UP on quiet zone projects since 2006 and knows that one of the primary issues on the timeline is obtaining the signal warning system estimates for proposed UP work. This is accomplished through execution of a Preliminary Engineering Agreement (PEA) provided by UP and signed by the city. The UP Managers of Public Project are extremely busy, and preparation of the PEA may take weeks. CTC has access to the PEA template and as part of our scope will prepare the PEA for UP and City signatures to assist UP and eliminate that delay. The 65<sup>th</sup> Street crossing is interconnected with the traffic signal at Shellmound Street. The UP Signal Design Department will not begin design and estimate work on this project until the City provides preemption calculations that are reviewed and approved by one of UP's approved consultants. CTC is a UP approved Preemption Review Consultant and will guide the City through that process to avoid potential project delays.

The project team will provide presentation material, summaries, and have staff available for city and/or public meetings as needed. CTC has made presentations to city staff, city councils, and public meetings concerning the basics of quiet zones and site specific plans.

## Meetings and Coordination

CTC will hold an initial meeting with the City and conduct a site visit to each crossing to gather all existing field conditions. This assists us in determining the best safety improvements for quiet zone implementation. The type of pedestrian treatments at each crossing will be evaluated and proposed improvements determined during the initial site visits with the city and railroad. Per the train horn rule, the diagnostic team is responsible for determining what safety treatments and improvements are required at both pedestrian and private crossings.

CTC will schedule, conduct, and record all comments and recommendations for the diagnostic meeting with all stakeholders.

## Traffic signal preemption analysis

CTC also considers preemption of traffic signals interconnected with grade-crossing warning systems in its quiet zone study. Proper design and operation of traffic signal preemption is critical to crossing safety in the midst of a quiet zone. We have discovered in previous evaluations of traffic signal

preemption timing that in many cases modification to the traffic signal preemption operation is necessary to improve safety. Therefore, CTC will review the preemption design for existing interconnected crossings and analyze the need for preemption at crossings that are not currently interconnected. CTC has worked with UPRR and the CPUC on previous projects to implement appropriate preemption time and traffic signal design.

***CTC conducted a preemption inspection on 65<sup>th</sup> Street in February 2012 and is familiar with the preemption design and operation at this crossing.***

The cost for this preemption work is included in this proposal in Task 9.

## **Schedule Planning and Development**

CTC's experience indicates the two factors that have a significant influence on the timeline are scheduling the diagnostic meeting and the city staff review time of preliminary draft evaluation report. The diagnostic meeting requires coordination of on-site meeting for multiple stakeholders and often requires scheduling of meeting 6-10 weeks out to accommodate everyone's schedule. Many consultants do not use the diagnostic team during an evaluation study but CTC believes it is critical to providing the agency quiet zone treatments that are acceptable to all stakeholder and agreed with the City's scope of services that include this meeting in the evaluation process.

Critical milestones for achieving projected schedule are as follows:

- Coordinate scheduling of diagnostic meeting – CTC will begin immediately after notice to proceed
- Obtaining current and accurate traffic count data

### **Task 2 – Utility Company/Railroad Coordination**

CTC will provide railroad coordination throughout the project. The early involvement of the railroad is crucial to developing scope and timeline for proposed project. CTC has provided grade crossing safety expertise, railroad signal design, preemption design and inspection support to UP since 2009. CTC has an existing relationship with the UP public project team and the signal design team that allows our team to contact UP personnel locally and at the cooperate level to obtain information and guidance during the project.

## **Corridor diagnostic review/safety analysis**

Upon notice to proceed, a diagnostic team consisting of representatives from the City of Emeryville, CDOT, UPRR, CPUC and the FRA will review the preferred quiet zone treatments for each crossing. The diagnostic team will address safety considerations to ensure that all the crossings will meet or exceed the requirements for creation of a quiet zone. CTC will consider other issues that may be particular to a crossing, such as traffic signal preemption, private and pedestrian crossing treatments.

The CTC team will then document the findings of the diagnostic team and incorporate these into the overall safety improvement plan recommended for each proposed quiet zone corridor.

## Coordination with Railroads

CTC's proposed Project Manager has coordinated with UPRR Railroad on railroad safety projects in Texas since 2001 and is intimately knowledgeable on UPRR processes and requirements. He has also worked as CTC's Project Manager for the firm's UPRR contract since 2011. Mr. Oster managed the inspection of hundreds of interconnected crossings throughout the UPRR system between 2011 – 2017, including 65<sup>th</sup> Street in Emeryville.

Mr. Oster is currently working with UPRR on quiet zones in Texas in the cities of Bryan, Denton, Kyle, Fort Worth, Arlington and Brazos County. Over the last three years he completed the implantation of nine (9) quiet zones on UPRR in the Cities of Aledo, Burleson, Denton, Fort Worth, Keller, Kilgore, and Tyler consisting of 17 crossings.

Mr. Oster has also worked with Federal Railroad Administration (FRA) staff on quiet zones since the train horn came into effect in 2006 and recently provided training for new FRA Grade Crossing Safety Managers in Texas. He has conducted multiple quiet zone diagnostic meetings throughout the country with FRA staff and has worked with FRA staff in Washington, DC to obtain approval of quiet zones using the public authority application method of establishing quiet zones.

### Task 3 – Environmental Analysis

As evidenced by the provided exemption the City obtained in 2018, CTC and MNS recognize that at this time no work for this task is expected.

### Task 4 – Civil Surveying and Base-Mapping

MNS, led by Mark Reinhardt, will provide a topographic survey. The limit of survey work is shown below. In general, the survey will cover the area from the curb returns on Shellmound Street to about 100 feet east of the railroad tracks. The limits were developed to cover the footprint of the quad-gate system, as well as, the potential civil improvements to curb, gutter, sidewalks and access ramps.

The project will be on the NAD83 horizontal datum and NAVD88 vertical datum based on local benchmarks. The supplemental field survey will include the following features for design:

- Hardscape, roads, walls, fencing, signs, striping and marking, trees (6" Ø and above)
- Railroad tracks and visible features
- Drainage facilities
- Observable utilities

The boundaries of the railroad property and public right of way will be shown per record maps.

### Assumptions:

- The rights of way for the project will be compiled from recorded maps and placed on the project base map as a best fit. MNS will make efforts to identify and recover sufficient monumentation to conduct an accurate retracement of those rights of way. The cost estimate for the retracement of the land net is based upon the assumption that there are sufficient survey monuments in existence that are of public record. If monumentation findings are insufficient, team efforts will need to be expanded and a revised cost estimate will be provided detailing the additional scope and cost needed to complete the retracement work.
- No right of way acquisition work is associated with the current scope of work.

### Deliverables:

- Topographic and right of way base map





## Task 5 – Preliminary Engineering Studies and Reports

CTC has completed several quiet zone evaluation studies for municipalities to determine the proposed quiet safety improvements and estimated cost for each alternative. The CTC will provide a Technical Memorandum on the Project that will summarize the recommendations of the stakeholders and provide the estimated cost to complete the project. CTC is uniquely qualified to provide the railroad cost estimate since our firm provided railroad signal design, estimates and construction. Our staff can provide expertise in determining the appropriate railroad warning devices needed and evaluate UP design and estimates for accuracy and correctness.

## Quality Assurance for Engineering Studies and Reports

Our team implements a Quality Control program on all projects. Our Team's QC|QA program ensures that all projects are subject to predefined quality control procedures, which are implemented at several different levels to ensure maximum effectiveness and efficiency.

The QC|QA program starts with our highly trained production staff, whose work is supervised and reviewed by the Project Manager (PM). The standards include discipline specific checklists, standard electronic file set-ups and internal and external training in design and drafting issues. The PM is also responsible for reviewing all team members' work performed within their respective disciplines. The PM then submits the reviewed product to the Quality Manager (QM). The QM is not involved in the day-to-day decisions of the project, so he or she has a "fresh set of eyes" for review.

Kurt Anderson will be the QM for this project. He will be responsible for ensuring that the city's and our team's standards are met, that there is no conflicting information between disciplines, and that the overall project is addressing all project requirements. This is accomplished through a series of discipline specific checks. After revisions are incorporated, the corrections are back checked to ensure that everything has been addressed. Finally, the PM will conduct a final review of the entire deliverable before delivery to the city.

Quality Control is factored into each task in the schedule. On-time performance of tasks is critical to project success. The Project Manager will include time for the QC | QA processes during the development of the project schedule at the beginning of the project. All team members will be informed and agree to the project schedule at the beginning of the project.

## Task 6 – Plans, Specifications, and Estimates (PS&E)

MNS will prepare the plans, specifications and estimates for the civil improvements and will incorporate railroad features prepared by CTC and/or UPRR. This task will be led by Shawn Kowalewski.

### Concept (30%) Plan

MNS will prepare concept repair plan to address the civil improvements at this site. The concept plan will show the footprint of the curb, gutter, sidewalk and access ramp features. The purpose of this plan

is to identify issues, constraints and opportunities, and provide a check-in with the team and the City before detailed plan production commences.

MNS will also prepare a planning-level estimate of construction costs.

### Draft (90%) PS&E

MNS will prepare draft PS&E developed to 90% complete. The existing right-of-way and proposed temporary construction easements will be plotted on the 90% plans. Plans and design work will be included in each submittal for the following:

- Title Sheet (1 sheet)
- 65th Street Layout (1 sheet)
- 66th Street Layout (1 sheet)
- 67th Street Layout (1 sheet)
- Gutter Flowline Profiles (1 sheet)
- Construction Details No.1 – Curb Ramps (1 sheet)
- Construction Details No.2 – Curb Ramps (1 sheet)
- Construction Details No.3 – Other (1 sheet)

This approach follows typical civil plan sets, with the following clarifications:

- Layout sheets will include signage, pavement delineation and marking.
- Removal/demolition plans are not needed or desired.
- No utility plans. Existing utilities will be show on the layout plan.

As part of the 90% submittal, MNS will prepare an estimate of probable construction costs based on detailed quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments. The final estimate format will be the standard Caltrans estimating system. Quantities for all contract items, including cost of lump sum items, will be substantiated by calculations.

Quantity calculations will be neat and orderly and will show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field engineers. All quantity calculations will be independently checked and substantiated with independent calculations.

MNS will prepare the final specifications to include the City of Emeryville front-end documents, General Provisions, Special Provisions and Technical Specifications. Specifications will be Caltrans or Standard Specifications for Public Works Construction (Greenbook) based.

## Constructability Review

Members of MNS' construction management team will review the draft construct document for clarity of purpose, accuracy and constructability. Our CM group is very familiar with civil and railroad construction, as well as, with City of Emeryville-specific projects and expectations.

## Final (100%) PS&E

MNS will meet with the City to review comments on the 90% PS&E submittal. Responses to comments will be documented in a Comment Resolution Matrix and included with the Final (100%) PS&E submittal. The plan set will be updated to reflect the comment resolutions.

## Assumptions:

- Plan set is similar to Caltrans plan set expectations.
- Railroad and trackwork will reference plans by others.
- Traffic control plan is not required.
- No utility conflicts are identified or anticipated.
- SWPPP to be prepared by contractor.

## Deliverables:

- Concept plan
- Draft (90%) plans, standard special provisions, quantity take-offs and Engineer's estimate
- Constructability review
- Final (100%) signed and sealed full size archival "original" plan sets for City signatures
- Final (100%) signed final complete set of contract documents including special provisions
- Final engineer's estimate and quantity take-offs
- Comment resolution matrix

## Task 7 – Permitting Support

The permitting process related to completion of work in or near railroad right-of-way can be time consuming and cause delays in project schedule. CTC will act as a liaison between UP and the city to prevent permitting delays through our knowledge of the processes and relationships with UP personnel. CTC will assist the city in completion of required permits, layouts, and other documents required to successfully complete the project.

### Task 8 – Bidding Support

CTC and MNS will provide ongoing support services as required during the bid and award phase for any questions from the bidders regarding the design, and we will prepare necessary revisions. Shawn Kowalewski will lead and coordinate the team response to bidder inquiries. We anticipate the City will file questions from the prospective bidders and will ask our team to respond to technical items. Our responses will be quickly provided (typically within 48 hours) to the City for dissemination to the bidders on the plan holders list. As it is not possible to anticipate the number of questions or the level of detail required to provide a response, we propose to provide support on a time and materials basis, as directed or requested by the City.

#### Deliverables

- Prepare up to three Requests for Information (RFIs)
- Prepare up to two contract addenda

### Task 9 – Quiet Zone Implementation

The existing Scope of Work does not include any specific task related to the quiet zone implementation process. Therefore CTC has added Task 9 to show the scope required to complete the quiet zone process.

CTC will contribute expertise in implementation of the quiet zone through performing the following tasks for the City:

- Coordinate diagnostic meeting with UP, CPUC, City, Caltrans, and FRA
- Conduct diagnostic meeting at all three locations
- Prepare and submit diagnostic meeting notes to all stakeholders
- Provide preemption calculation and report per UP expectations
- Provide Notice of Intent (NOI)
- Provide response to NOI comments
- Provide Notice of Establishment (NOE)
- Conduct on-site inspection for QZ compliance

# 4. Project Team

The CTC team is prepared to commit several people to complete this project on time and on budget. Names and roles of key personnel are as follows:

## Personnel Overview

	Role
Tim Oster	Project manager
Kurt Anderson	QA/QC
Nicole L. Jackson, PE, PTOE	Senior engineer
Esther Macabare	Grade crossing, engineering specialist
Rooke Jackson	Grade crossing specialist

## Confirmation of Commitment to the City

The key individuals listed and identified will be performing the work and not be substituted with other personnel or reassigned to another project that would impact the agreed upon work schedule and contract without City’s approval.

**Tim Oster** will serve as CTC’s project manager for the City of Emeryville. He has worked on quiet zone projects since the Federal Railroad Administration (FRA) train horn rule was implemented in 2006. While working for the City of Fort Worth, Mr. Oster managed its Quiet Zone Program, which included the evaluation, prioritization, design and estimating of quiet zones for more than 175 crossings across the City. His quiet zone experience includes use of supplemental safety measures, alternative safety measures, the Federal Railroad Administration’s quiet zone calculator, and submission of public authority applications for FRA approval. Mr. Oster has worked consistently with UP and many other Class I and short line railroads over the course of his career on a variety of public works projects. Mr. Oster also conducted the quiet study this RFP is based upon; as a result, he has established relationships with the railroads, road authority and City officials, and is infinitely familiar with the nuances required to successfully take this project from start to completion.

### Tim Oster, Project Manager

- 17+ years of experience
- 70+ quiet zones and 300+ crossings



**Nicole L. Jackson, PE, PTOE**, will provide senior engineering expertise. She has more than 15 years of experience in traffic engineering. Prior to working for CTC, Ms. Jackson held the position of senior traffic engineering specialist with the Missouri Department of Transportation (MoDOT) and was responsible for traffic signal design and maintenance, including extensive traffic signal timing, along with highway signing and pavement marking design and maintenance supervision. Ms. Jackson's skill set also includes education in accident reconstruction. She is a licensed professional engineer in 36 states, including California, and four Canadian provinces, as well as a registered professional traffic operations engineer. In 2017, Ms. Jackson was promoted to assistant vice president, traffic and presides over CTC's engineering department. She received her B.S. in civil engineering from the University of New Brunswick.

**Kurt Anderson** brings more than 40 years' railroad engineering experience to CTC's executive leadership team. He has been involved in the planning and development of more than 50 quiet zones across the country, working with varied municipalities, state Departments of Transportations, the FRA and railroads, including commuter and freight rail. Mr. Anderson possesses thorough knowledge of quiet-zone phasing, including planning for quiet-zone alternatives and analysis, as well as costing. During the implementation phase, he has led collaborative teams to meet FRA requirements as well as facilitating public information meetings with community stakeholders to share information about the process. Mr. Anderson has received national recognition for his work in quiet-zone development at regional, state, national and international seminars and conferences, and is a recognized quiet-zone expert.

Rounding out the CTC team are grade crossing specialists Esther Macabare, EIT, and Rooke Jackson, who will provide additional support to Mr. Oster and Ms. Jackson throughout the process.

**Esther Macabare, EIT**, has assisted Ms. Jackson and Mr. Oster with highway-rail grade crossing inspections throughout the United States over the last two years. She works daily with a team of traffic engineers and project managers to assess preemption operations and traffic engineering design at grade crossings adjacent to traffic signals. Additionally, Ms. Macabare has been involved in several quiet zone evaluation studies where she assessed existing conditions at each grade crossing and proposed supplemental safety measures (SSM) and alternative safety measures (ASM) necessary for successful implementation of the quiet zone. She has worked extensively with Class I lines BNSF, UP and CSX, as well as smaller regional lines, such as the Great Western Railroad, and commuter agencies like North Indiana Commuter Transit District

**Rooke Jackson** works exclusively with Mr. Oster on the evaluation, design and implementation of quiet zones. Over the last 12 months, he has provided essential support to cities in Texas, Oklahoma, Ohio and Colorado. In addition to participating on diagnostic teams and in city meetings, he provides preliminary FRA calculations, assists with crossing measurements, prepares presentations and documentation for city councils and stakeholders, and serves as a regular point of contact for the City throughout the implementation process.

## MNS Engineering Information (Subcontractor)

As noted in Section 3, Project Approach, CTC plans to utilize the talents of a local Civil Engineering subcontractor, MNS Engineering. The following overviews denote the key personnel, services to be provided, and the qualifications for their role on the team for the City.

### Paul Goryl, PE, LEED AP—Principal-in-Charge

Mr. Goryl has over 35 years of consulting and engineering experience as a project, program, and technical manager specializing in highway, bridge, railway, and public works construction projects. Paul's extensive experience includes planning; feasibility and planning studies; preliminary design, including project tender, contractor selection, and contract negotiations; post-design construction engineering; and construction management and inspection. Paul has demonstrated experience managing multiple projects simultaneously. He is known as a team builder utilizing strong management and communication skills with a focus on providing value to clients and project stakeholders.

### Shawn Kowalewski, PE—Principal Engineer

Mr. Kowalewski is a multi-skilled Principal Engineer with a broad range of experience in engineering analysis and design as well as construction management and inspection of a variety of public infrastructure projects. At MNS, Shawn's responsibilities include civil engineering project management, quality assurance/quality control, structural design and analysis, contract administration, cost estimating and tracking, plan and specification review, and report preparation.

### Mark Reinhardt, PLS—Principal Land Surveyor

Mr. Reinhardt has significant career experience in land surveying and oversees all of the firm's surveying activities. Along with managing a full range of survey services, Mark currently provides contract City Surveyor services for the Cities of Arroyo Grande, Berkeley, Buellton, Carpinteria, Greenfield, Malibu, Pasadena, and Salinas. His responsibilities include reviewing parcel maps, tract maps, lot line adjustments, and other land development projects. He is knowledgeable and experienced in preparing resolutions and back up data for roadway vacations and other special projects related to City real estate projects.

Mark has extensive expertise in right-of-way (R/W) engineering and has prepared design surveys, R/W maps, appraisal maps, deeds, and legal descriptions for several State Highway projects using Caltrans standards. Mark has provided R/W engineering services and documents for several roadway projects within the Counties of San Benito, Monterey, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, San Joaquin, and Kern. He is very effective in coordinating the needs of various agencies on a project.

#### Mike Chan, PE—Constructability Reviewer

Mr. Chan has 36 years of experience in the management of highway construction and Caltrain commuter railroad design, operational support, construction, and third-party oversight activities. Michael has been involved in the construction of over 80 projects ranging in value from \$40K to \$900M. These contracts have included new alignments such as the new John T. Knox Freeway (I-580), and the new Cypress Freeway (I-880), retrofits of freeways damaged by the 1989 Loma Prieta earthquake, widenings, interchange modifications, roadbed maintenance, slide repairs, landscaping, safety improvements, traffic signal improvements, Caltrain station improvements, highway grade crossings upgrades, new track and signal improvements, replacement and seismic retrofit of railroad bridges, grade separations, and rehabilitation of existing track infrastructure.

## 5. Firm Qualifications

*The Consultant and/or team must have experience with design of projects similar to this scope of work, and possess the appropriate professional licenses for the project. Provide a brief description of your firm and any identified subconsultants, as well as how any joint venture or association would be structured. Identify the Consultant's and/or team's experience with similar projects.*

### About CTC, Inc.

CTC, Inc. (CTC) provides communication and signaling systems, engineering services and products for the highway and rail industries. The firm was founded in 2007, and places an emphasis on quiet zone planning, design and implementation, as well as grade crossing safety consulting services.

When it comes to selecting a qualified partner for this quiet zone implementation, CTC is matchless in depth and breadth of knowledge and experience. In addition to an extensive understanding of FRA rules and regulations, CTC has designed and implemented more than 60 quiet zones throughout the country. Based on this knowledge, as well as the extensive experience of team personnel, CTC is the most qualified candidate to lead the City through the quiet zone implementation process. The firm will ensure the railroad agreement and construction process meets all PUC, FRA, MUTCD and railroad standards, and complies with industry best practices to successfully complete the project on time and within budget.

#### CTC, Inc.

9601 Camp Bowie West  
Fort Worth, TX 76116  
817 886 8210 | [ctcinc.com](http://ctcinc.com)

Rick Campbell, President  
Kurt Anderson, COO

In addition to quiet zone evaluations, CTC offers a full array of highway–rail signal solutions, including rail signal engineering and design, railroad coordination, turnkey rail signal construction, forensic reconstruction of rail signal system operations and patented signal products for the highway and rail industries.

Headquartered in the Dallas-Fort Worth metroplex, CTC's reputation and scope of work spans from coast to coast. Current clients include Class I railroads; short line and regional railroads; commuter railroads; public road authorities and transit agencies; State DOT's; and various municipalities across the nation. Over the last several years, the firm has completed quiet zone and related projects with multiple state DOTs, municipalities, including the cities of Modesto and Turlock, Calif.; Tacoma, Wash.; Fort Worth, Colleyville, and Austin, Texas; Ipswich, Mass.; Merriam and Leavenworth, Kan.; West Point and College Park, Ga.; and transit authorities such as Denton County Transportation Authority (DCTA); Capital Metro (CMTA), Dallas Area Rapid Transit (DART) and Massachusetts Bay Transportation Authority (MBTA).

Over the last 10 years, CTC has experienced rapid, exponential growth, expanding from seven employees in 2007 to more than 50 in Texas, Louisiana, Illinois and California. Regional offices in Austin, Los Angeles and Chicago aid in balancing projects on both coasts and in America's heartland.

To assist in this expansion, CTC aggressively seeks and employs the brightest minds in the industry. Firm personnel helped shape industry standards, serving on numerous national committees and working groups to develop new criteria and recommended practices for grade crossing design, applications and safety. This includes modifications to the Federal Highway Administration's (FHWA) *Grade Crossing Handbook*, *Manual on Uniform Traffic Control Devices* (MUTCD), American Railway Engineering and Maintenance-of-Way Association (AREMA) *Communications & Signal Manual*, and the Institute of Transportation Engineers (ITE) *Recommended Practices*.

## **UPRR and Quiet Zone Expertise**

CTC has worked on **39 UP quiet zones consisting of 167 crossings** and possess industry-leading understanding of the methods by which to implement new quiet zones.

## **California Crossing Reviews: BNSF and UPRR**

CTC's experience in California includes numerous Bay Area Crossing Reviews for both BNSF and UPRR and we are familiar with the working conditions and concerns in the region, including 65<sup>th</sup> Street in Emeryville.

## **Projects with similar scope**

CTC, Inc., brings extensive experience in all phases of quiet zone development to this project, including successful quiet zone evaluation, planning, design and implementation services. Examples of CTC's relevant project experience are described below:

### **Quiet Zone Evaluation Study and Implementation | Modesto, Calif.**

**Project description:** This project consisted of a quiet zone feasibility study (Phase I) on six Union Pacific Railroad crossings located in the downtown area of Modesto, Calif. CTC provided coordination with the railroad, FRA, CPUC, and Caltrans to conduct an on-site diagnostic meeting prior to the completion of the feasibility study. CTC's feasibility process includes the diagnostic meeting prior to finalizing the feasibility study report to confirm railroad and FRA agreement with the planned quiet zone treatments. This unique process prevents providing options and cost that are later determined not to be acceptable to the railroad or other stakeholders. The City is currently identifying the funding for the quiet zone. CTC will manage Phase II of the project which is the implementation and establishment of the quiet zone at all six crossings.

**Project status:** Phase I completed in 2016. The City is seeking funding for Phase II

**Role of key staff:** Tim Oster, project manager

**Construction costs:** \$5MM

### **Quiet Zone Design / Build | City of Colleyville, Texas.**

**Description of project:** The City of Colleyville, working with The Fort Worth Transportation Authority (The T), tapped CTC to design and build a quiet zone that included three crossings. The final solution included four-quadrant gates at two of the crossings and median upgrades at the third crossing. All three crossings included treatments for a hike | bike path crossings as well as fencing. CTC also worked closely with the TexRAIL team to ensure the project was designed and built with TexRAIL standards in mind. CTC facilitated diagnostic meetings with all stakeholders, including the railroad,

developed conceptual plans and estimates, and final plans. CTC then managed the project including installation of the four-quadrant gate installations and crossing upgrades. Once the construction was complete, CTC prepared the required quiet-zone documentation to implement the quiet zone.

**Project status:** Complete

**Role of key staff:** Tim Oster, project manager

**Construction costs:** \$500,000

### **Railroad Safety and Quiet Zone Study | Tacoma, Wash.**

**Project description:** This project consisted of a safety evaluation and quiet zone feasibility study on five crossings located within the city limits. CTC staff worked as sub-consultant to PH Consulting and with City staff to develop plans for safety improvements at each crossing and evaluated quiet zone options as well. CTC participated in public outreach meetings to obtain input from citizens, attended diagnostic meetings, and provided recommendations and magnitude of cost estimates for each crossing. The draft report is being prepared and recommended options will be presented to citizens at public meeting next month.

**Project status:** Completing draft report and scheduling public meetings

**Role of key staff:** Tim Oster, project manager;

**Construction costs:** \$2.5 MM

### **Quiet Zone Study | Greeley, Colo.**

**Project description:** This project consisted of quiet zone feasibility study on eight Union Pacific Railroad crossings and fourteen Great Western Railroad crossings. The evaluation included three private crossing and one pedestrian crossing. CTC developed a preferred quiet zone treatment for each crossing and presented the plans to City for review and approval. The preferred plan was then presented to the diagnostic team that included the FRA, Colorado Public Utility Commission and the railroads. The draft feasibility study was provided to the City in October 2017.

**Project status:** City recently issued RFP for quiet zone design and implementation

**Role of key staff:** Tim Oster, project manager; Rooke Jackson, grade crossing specialist

**Construction costs:** approx. \$5MM

## **Comprehensive Services**

The below is a comprehensive list of CTC's service and product offerings to our clients:

- Rail signaling systems engineering and design
- Quiet zone planning and implementation
- Wayside Horn Systems (WHS)
- Highway-rail grade crossing safety assessments and inspections
- Preemption and interconnection of grade crossing warning systems with traffic signals
- Project management
- Turnkey rail signal construction
- Post-incident analysis of rail signal system operations
- Patented signal products for grade crossings including highly specialized products for grade crossings that are interconnected with highway traffic signals
- Electronic package fabrication



## About MNS Engineering

Established in 1962, MNS provides quality infrastructure consulting services to the water resources and transportation service markets throughout California. Specializing in the core services of civil engineering, construction management, and land surveying, MNS' reputation has been built on clear and direct communication and quality services. We understand the technical, environmental, and regulatory aspects that may be required for any project. We are experienced and knowledgeable with utility and multi-agency coordination.

## Relevant Project Experience

### Civil Engineering

- West Leland Road Safety Improvements, City of Pittsburg
- Pedestrian and Bicycle Connectivity Project, City of Pittsburg
- Various Storm Damage Repair Projects, County of Monterey
  - Elkhorn Road Emergency Storm Damage Repair
  - Mar Vista Storm Damage Slope Failure Emergency Repair
  - Blackie Road Emergency Storm Damage Repair
- Measure P Skyline/Mar Vista Roadway Reconstruction, City of Monterey
- Citywide Street Repairs, City of Marina

### Constructability Review/Utility Coordination

- South Bayfront Bridge/Horton Landing Park Project, City of Emeryville (Constructability Review)
- I-80 ICM Project, ACTC (Constructability Review and Utility Coordination)
- Niles Boulevard Bridge Replacement, City of Fremont (Constructability Review and Utility Coordination)
- Mission/Warren Grade Separation, VTA (Constructability Review)
- Dougherty Road Improvements, City of Dublin (Construction Review and Utility Coordination)
- Traffic Signal Improvements, City of Concord (Utility Review)
- SR4 Widening Segment 3B Hillcrest, CCTA (Constructability Review and Utility Coordination)
- US 101/Holly Street I/C Modification, City of San Carlos (Constructability Review)

### Land Surveying

- On-Call Surveying Services, Cities of Berkeley, Newark, Morgan Hill, Greenfield, Salinas, Pittsburg, Monterey; and Contra Costa County

## 6. Comments

No comments relating to the Professional Services Agreement are included in this response.

## 7. Fee Proposal

*Please provide a fee proposal that includes the total fee for each of the disciplines identified. Please include hourly rates for all team members. (Hourly rates and itemized costs may be used to negotiate changes in the scope of work necessary.)*

INTENTIONALLY OMITTED

# EXHIBIT B - COST PROPOSAL

Project Activity	CTC Cost	Subconsultant Cost	Total Cost
Task 1 - Project Management	\$82,210.04	\$15,840.00	\$98,050.04
Task 2 - Utility Company/Railroad Coordination	\$22,499.68	\$12,254.00	\$34,753.68
Task 3 - Environmental Analysis	\$0.00	\$0.00	\$0.00
Task 4 - Civil Surveying and Base Mapping	\$2,500.16	\$16,043.50	\$18,543.66
Task 5 - Preliminary Engineering Studies and Reports	\$6,874.56	\$9,548.00	\$16,422.56
Task 6 - Plans, Specifications, and Estimates (PS&E)	\$6,250.40	\$62,998.41	\$69,248.81
Task 7 - Permitting Support	\$13,112.64	\$0.00	\$13,112.64
Task 8 - Bidding Support	\$3,750.24	\$8,580.00	\$12,330.24
Task 9 - Quiet Zone Implementation	\$28,279.36	\$0.00	\$28,279.36
<b>TOTAL COST:</b>	<b>\$165,477.08</b>	<b>\$125,263.91</b>	<b>\$290,740.99</b>

NOTE: Fee includes 14 on-site meetings for Project Manager (DFW to Emeryville). Subconsultant will be available to attend all required meetings.

## Hourly Rates

Classification	Billing Rate
Sr. Project Manager	\$284.08
Sr Traffic Engineer	\$187.49
Project Manager	\$156.26
Engineering Tech	\$109.36
Grade Crossing Safety Specialist I	\$78.13
CAD	\$109.36
Project Accounting	\$78.74
Clerical Support	\$65.62

## Task 1

CTC, INC.												MNS			
Project Tasks	Sr Proj Mgr	Project Mgr	Engr Tech	Proj Acctg	Clerical	Sr Traffic Engr	Totals Hours	CTC Cost	Sub Cost	Sub Multiplier	Direct Expenses	Totals Cost			
Develop a project team and prepare the project scope of work, activities, schedule, and work plan. Define key issues and goals and coordinate responsibilities of project team members.	4	8	16			12	40	\$4,136.16	\$2,160.00	\$216.00	\$0.00	\$6,512.16			
Conduct regular project team coordination and status meetings, prepare agenda, prepare meeting summary and summarize action items. Meetings should be held once a month. 30 meetings - on site 8 trips	24	168	24			50	286	\$38,819.44	\$9,000.00	\$900.00	\$16,486.00	\$55,205.44			
Prepare monthly progress reports addressing progress of work, project schedule, information/decisions required to maintain the project schedule and complete deliverables, problems encountered that may affect the schedule, budgets, and anticipated work items, and discuss recommendations to address issues. (18 progress reports)	4	9	18	18	18	9	76	\$7,109.62	\$1,620.00	\$162.00	\$0.00	\$8,891.62			
Provide and maintain a Critical Path Method (CPM) schedule. The schedule shall list all tasks of all parties involved in the project with estimated start and completion dates. The schedule shall be submitted to the City of Emeryville on a monthly basis. The project should include planned and actual dates. Submittal shall include hard copies and electronic file sent through email. Schedule shall be in Microsoft Project for Windows format.	4	9	18			9	40	\$4,511.14	\$1,620.00	\$162.00	\$0.00	\$6,293.14			
Develop and implement community and stakeholder outreach programs for the project including presentation prep. (2 meetings on-site)	8	40	24				72	\$11,147.68	\$0.00	\$0.00		\$11,147.68			
	44	254	100	18	18	80	514	\$85,724.04	\$14,400.00	\$1,440.00	\$16,486.00	\$98,050.04			

# Task 2

CTC, INC.				MNS							
Project Tasks	Project Mgr	Engr Tech	CAD	Sr Proj Mgr	Sr Traffic Engr	Engr Tech	Totals Hours	CTC Cost	Sub Cost	Sub Multiplier	Totals Cost
The consultant shall coordinate contact with utility companies for location of facilities and any potential design impacts. The consultant shall also coordinate with Union Pacific Railroad, CPUC, and FRA during design to incorporate railroad improvements such as railroad gates and control systems and surface improvements as well as Railroad Agreements and determinations	64			12	24	40	76	\$10,000.64	\$11,140.00	\$1,114.00	\$22,254.64
Preparation of UP Preliminary Engineering Agreements (1 per crossing)	8	24					32	\$3,874.72	\$0.00	\$0.00	\$3,874.72
Preparation of CPUC applications (1 per crossing)	16	40	16				72	\$8,624.32	\$0.00	\$0.00	\$8,624.32
	88	64	16	12	24	40	180	\$22,499.68	\$11,140.00	\$1,114.00	\$34,753.68

Task 3

		CTC, INC.						MHS									
Project Tasks	Sr Proj Mgr	Sr Traffic Engr	Project Mgr	Engr/Tech	Grade Crossing Safety Specialist	CAD	Proj Acctg	Chemical	Sr Proj Mgr	Sr Traffic Engr	Engr/Tech	Total Hours	CTC Cost	Sub Cost	Sub Multiplier	Direct Expenses	Total Cost
Staff has determined this project to be Class 1 category and exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c) of the CEQA Guidelines. Section 15301 (c) exempts new and existing projects that do not involve the construction, reconstruction, or substantial modification of any facility within existing streets, sidewalks, gutters, and similar facilities so long as the project does not involve the construction, reconstruction, or substantial modification of any facility within existing streets, sidewalks, gutters, and similar facilities. A Notice of Exemption for the project was filed with Alameda County on June 15, 2018. There is no work for the design consultant associated with this task.	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



## MNS

MNS

Project Tasks	Project Mgr	Principal Surveyor	Supervising Surveyor	Party Chief	Chairperson	Senior Land Title Analyst	Associate Project Surveyor	Totals Hours	CTC Cost	Sub Cost	Sub Multiplier	Direct Expenses	Totals Cost
Compile existing as-builts and topographic information for the project area. Obtain all necessary permits for engineering work. City will provide all records on file.													
Perform topographic FIELD SURVEYS, research and locate existing right-of-way, and develop base plans to show existing conditions. Obtain all necessary topographic aerial surveys for aerial photographs will be acceptable as base plans. All base plans shall be cross sectioned a minimum of fifty (50) feet beyond the extents of the project. Base plans shall be sufficient to show transitions to existing improvements and grades.	12	5	20	16	6	32	91		\$0.00	\$13,885.00	\$1,458.50	\$700.00	\$16,043.50
Locate all existing interfacing roadway facilities within project limits. Obtain all necessary permits for sewer, water, gas, and drainage facilities. Right-of-way (ROW) lines, etc., and show them on the base plans. All existing nearby structures, fences, driveways, wood poles, roadway signs and streetlights shall be shown.									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Show all utility facilities on the base plans, profiles, and cross sections including the sewer, water, electric, gas, telephone, etc.									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
The consultant shall submit for approval a sample plan sheet and legend showing the proposed drawing scale, symbols, line work and lettering for all existing conditions and proposed improvements prior to project plan preparation.									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjacent property information such as assessor's parcel number, owner name and street address shall be obtained from the City and shown on a referenced schedule to assist in plan clarity.									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Send base plans and Utility Information Request Letter to the City for review and approval. Once approved the transmittal letter, and provide evidence of mailing. The base plans shall be clearly marked with the project name and the transmittal letter shall clearly identify this project as a City project.									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Management	16	12	5	20	16	6	32	91	\$2,500.16	\$13,885.00	\$1,458.50	\$700.00	\$25,000.16
	16								\$2,500.16	\$0.00	\$0.00	\$0.00	\$2,500.16
									\$2,500.16	\$13,885.00	\$1,458.50	\$700.00	\$18,543.66

Task 5

MNS											
CTC, INC.											
Project Tasks	Project Mgr	Engr Tech	Sr Proj Mgr	Sr Traffic Engr	Engr Tech	Totals Hours	CTC Cost	Sub Cost	Sub Multiplier	Direct Expenses	Totals Cost
Prepare Technical Memorandum on Project. The report will summarize all design report analyses and findings on the feasibility and cost estimate of the project. This report will incorporate comments and findings that originate from on-going meetings and discussions between the City and the railroad entities.	16	40	16	24	6	102	\$6,874.56	\$8,680.00	\$868.00	\$0.00	\$16,422.56
	16	40	16	24	6	102	\$6,874.56	\$8,680.00	\$868.00	\$0.00	\$16,422.56

# Task 6

CTC, INC.		MNS								
Project Tasks	Project Mgr	Sr Proj Mgr	Sr Traffic Engr	Engr Tech	Totals Hours	CTC Cost	Sub Cost	Sub Multiplier	Direct Expenses	Totals Cost
Prepare roadway improvement plans, profile, and detail sheets. The proposed drawing scale to be used shall be approved by the City prior to plan preparation. These plans shall include all details necessary to construct the roadway improvements. The roadway centerline shall be shown and stationed.		20	60	120	200	\$0.00	\$27,500.00	\$2,750.00	\$0.00	\$30,250.00
Prepare an itemized engineer's quantity and cost estimate for the construction.		10	20	20	50	\$0.00	\$7,950.00	\$795.00	\$0.00	\$8,745.00
Prepare Special Provisions, including General and Technical Specifications.		10	40		50	\$0.00	\$9,550.00	\$955.00	\$0.00	\$10,505.00
Prepare a complete PS&E package which shall include, but not necessarily be limited to, the following: Title Sheet, Typical Cross Sections, Layout Plans & Profiles, Signing and Striping Plan, Quantity Lists, Construction Details		10	40	20	70	\$0.00	\$11,550.00	\$1,227.13	\$721.28	\$13,498.41
Project management and review	40				40	\$6,250.40	\$0.00	\$0.00	\$0.00	\$6,250.40
	40	50	160	160	410	\$6,250.40	\$56,550.00	\$5,727.13	\$721.28	\$69,248.81

## Task 7

CTC, INC.

Project Tasks	Project Mgr	Grade Crossing Safety Specialist I	Totals Hours	CTC Cost	Sub Cost	Sub Multiplier	Direct Expenses	Totals Cost
Consultant will provide support to City in obtaining any necessary permits, including a Union Pacific Railroad Encroachment Permit for work in the railroad right of way. The City will submit all documents, while the Consultant will produce many of the supporting materials. (2 Trips)	56	16	72	\$10,000.64	\$0.00	\$0.00	\$3,112.00	\$13,112.64
	56	16	72	\$10,000.64	\$0.00	\$0.00	\$3,112.00	\$13,112.64

Task 8

CTC, INC.		MNS							
Project Tasks	Project Mgr	Sr Proj Mgr	Sr Traffic Engr	Engr Tech	Totals Hours	CTC Cost	Sub Cost	Sub Multiplier	Totals Cost
The consultant shall provide support to the City of Emeryville during bidding. This support shall include, but not be limited to, preparation of addendums and response to bidder inquiries.	24	8	24	16	72	\$3,750.24	\$7,800.00	\$780.00	\$12,330.24
	24	8	24	16	72	\$3,750.24	\$7,800.00	\$780.00	\$12,330.24

# Task 9

CTC,INC.

Project Tasks	Sr Proj Mgr	Sr Traffic Engr	Project Mgr	Engr Tech	Grade Crossing Safety Specialist	Totals Hours	CTC Cost	Sub Cost	Sub Multiplier	Direct Expenses	Totals Cost
Coordinate diagnostic meeting with UP, CPUC, City, Caltrans, and FRA ( 1 Trip)			8			8	\$1,250.08	\$0.00	\$0.00	\$4,987.00	\$6,237.08
Conduct diagnostic meeting at all three locations (1 Trip - 2 staff members)			24		24	48	\$5,625.36	\$0.00	\$0.00	\$0.00	\$5,625.36
Prepare and submit diagnostic meeting notes to all stakeholders	2		2	6		10	\$1,536.84	\$0.00	\$0.00	\$0.00	\$1,536.84
Review preemption design, calculations, operation and provide UP required report and request form		8	12	40	12	72	\$8,687.00	\$0.00	\$0.00	\$0.00	\$8,687.00
Provide Notice of Intent (NOI)	2		4	16		22	\$2,942.96	\$0.00	\$0.00	\$0.00	\$2,942.96
Provide response to NOI comments			2	4		6	\$749.96	\$0.00	\$0.00	\$0.00	\$749.96
Follow-up Meeting			16			16	\$2,500.16	\$0.00	\$0.00	\$0.00	\$2,500.16
	4	8	68	66	36	182	\$23,292.36	\$0.00	\$0.00	\$4,987.00	\$28,279.36



# City of Emeryville

CALIFORNIA

## ADDENDUM

### Purchasing Supplies, Services and Equipment

Departments are encouraged to solicit bids for all purchases to ensure the City is obtaining competitive rates for its supplies, services and equipment. If a sole source contract/agreement is being recommended, complete the form below explaining why the City requires the goods and/or services from the selected vendor. Approval authority for purchases is outlined in Administrative Instruction No. 605, Section 3.2. Public Works and Maintenance projects have a separate bid process that is in accordance with the Public Contract Code and other applicable state law.

- reference Administrative Instruction No. 605

#### SECTION 1. PROJECT INFORMATION

<i>Department</i> <b>Public Works</b>	<i>Project Manager</i> <b>Ryan O'Connell</b>
<i>Project Name / Description</i> <b>Professional design services for Railroad Quiet Zone project</b>	
<i>CIP Number</i>	<i>EPW Number</i> <b>18-103</b>

#### SECTION 2. BID PROPOSALS

Disclose your top three bids. Project Managers are required to maintain all bid information in project file for records retention purposes.

Consultant / Contractor / Vendor	Proposed Bid Quote
1. CTC Inc.	\$ 290,740.99
2.	
3.	


#### SECTION 3. BID SELECTION PROCESS

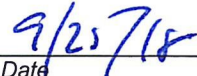
<i>Selected Consultant / Contractor / Vendor</i> <b>CTC Inc.</b>
Explain your reasons for choosing this Consultant/Contractor/Vendor. If you do not have the minimum required three bid quotes, please explain why.  Vendor was selected through a publicly advertised RFP process conducted in July 2018 for a three-year contract extending through FY 20-21.

#### SECTION 4. SOLE SOURCE JUSTIFICATION

If you are requesting to bypass the bidding process and wish to recommend a specific Consultant/Contractor/Vendor, please explain why.  N/A
---

#### SECTION 5. CITY MANAGER REVIEW & APPROVAL

  
\_\_\_\_\_  
City Manager Signature

  
\_\_\_\_\_  
Date

REV052317





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KB

DATE (MM/DD/YYYY)

08/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avsurance Corporation 47 West Ellsworth Road Ann Arbor, MI 48108 Avsurance Corporation	CONTACT NAME: Kim Beaubien	
	PHONE (A/C, No, Ext): 800-472-7090 FAX (A/C, No):	
	E-MAIL ADDRESS: kbeaubien@avfuel.com	
	PRODUCER CUSTOMER ID #: CTCCORP	
INSURED CTC, Inc. CTC Corporation 9601 Camp Bowie West Blvd. Fort Worth, TX 76116	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Ins. Co.	
	INSURER B: American Interstate Insurance	31895
	INSURER C:	
	INSURER D: Admiral Insurance Company	24856
	INSURER E: Underwriters Lloyds of London	15792
	INSURER F: RSUI Indemnity Company	22314

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY	X	X	CA000024606-03	06/12/2018	06/12/2019	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
D	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$	
	<input type="checkbox"/> HIRED AUTOS						\$	
	<input type="checkbox"/> NON-OWNED AUTOS						\$	
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BEX09601576-03	06/12/2018	06/12/2019	EACH OCCURRENCE \$ 10,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000	
	DEDUCTIBLE						\$	
	<input checked="" type="checkbox"/> RETENTION \$ NIL						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	AVWCKS2644512017	11/06/2017	11/06/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			B0621PCTCI000218	07/06/2018	07/06/2019	Occ/Agg 5,000,000	
F	Excess Liability			NHA083221	06/12/2018	06/12/2019	Occ/Agg 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is additional insured as required by written contract.  
Waiver of subrogation provided as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Emeryville, its  
officials, employees, agents  
and volunteers  
1333 Park Avenue  
Emeryville, CA 94608

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Avsurance Corporation

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# NOTEPAD

INSURED'S NAME CTC, Inc.

CTCCORP  
OP ID: KB

PAGE 2  
Date 08/28/2018

Waiver of Subrogation, notice of cancellation will be provided.  
The workers compensation policy includes all states coverage except for Connecticut, Hawaii, New Jersey, New York, North Dakota, Ohio, Washington and Wyoming.

CTC policy shall be primary and non-contributing with respect to insurance carried by the certificate holder

Commercial General Liability Form CG 00 01 12 07. No exclusion for work performed within 50 feet of railway.

Additional Insured Endorsement CG 20 10 07 04 is included in the general liability policy

Excess Professional Liability Policy: B0621PCTCI000118 effective 7/6/18 - 7/6/19 limits \$5,000,000 in excess of \$5,000,000

Excess Auto: US00068948LI17A effective 12/14/17 - 12/14/18 limits \$25,000,000 occ/\$50,000,000 agg excess of \$1,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1230 North Robinson Ave Oklahoma City OK 73103-4820	<b>CONTACT NAME:</b> Lisa Brooks
	<b>PHONE (A/C No, Ext):</b> 405-639-3827 <b>FAX (A/C, No):</b> 866-689-7149
	<b>E-MAIL ADDRESS:</b> lisa_brooks@ajg.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Charter Oak Fire Insurance Company
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 1887567885 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8104G95379617COF	12/14/2017	12/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is an Additional Insured as respects Automobile policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to certificate holder, as respects Automobile policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.  
30 day notice of cancellation applies except for non payment of premium which is 10 days notice.

<b>CERTIFICATE HOLDER</b>  City of Emeryville 1333 Park Avenue Emeryville CA 94608	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – VENDORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s) (Vendor)</b>	<b>Your Products</b>
Any person or organization that is a vendor of "your products", but only if coverage as an additional insured-vendor is required by a written contract or written agreement, and provided the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	Any of "your products" covered by this insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:**

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;



- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Sub-paragraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:
- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Effective Date: 06/12/2018

Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR**  
**CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.