



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting

April 15th, 2021 @ 9:15 AM

[Zoom](#)

Meeting ID: 885 6484 1695

Chair

Geoffrey Sears,
Wareham Development

Vice Chair

Bobby Lee, At-Large
Residential Member

Secretary

Betsy Cooley, At-Large
Residential Member

Treasurer

Andrew Allen
At-Large Business
Member

Directors

Peter Schreiber,
Pixar

Colin Osborne

At-Large Business
Member

Kassandra Kappelos
Public Market

Zach McGahey
Zymergen

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the March 18th, 2021 Board of Directors Meeting (Attachment)
4. Executive Directors Report
 - A. Status Update on Mandela Site
 - i. Progress Report
 - ii. Budget vs. Cost Report
 - iii. Office Trailer
 - B. Ridership Review
5. Business Items
 - A. Appoint Audit Review Committee
 - B. Review and Consider Approval of Video System Equipment & Installation Proposal by Ojo Technologies and Authorize Chair to Execute Agreement (Attachment)
6. Confirm date of Next Meeting – May 20th, 2021
7. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

March 18, 2021

LOCATION: VIDEO CONFERENCE

Directors Present: Geoffrey Sears, Chair (Wareham Development)

Bobby Lee, Vice Chair (Residential Member)

Betsy Cooley, Secretary (Residential Member)

Peter Schreiber (Pixar)

Colin Osborne (Novartis)

Kassandra Kappelos (Public Market)

Others Present: Roni Hatstrup, Executive Director

Karen Boggs, Operations Director

Debi Lawrence, Executive Assistant

Zack McGahey (Zymergen)

1. Call to Order

Geoffrey Sears called the meeting to order at 9:19 AM.

2. Public Comment

There were no comments from the public.

3. Board Appointment of Employer Member – Zack McGahey (VP of Site Operations), Zymergen

Zack McGahey volunteered for the Employer Member position, on behalf of Zymergen.

Betsy Cooley motioned to appoint Zack McGahey as Employer Member. Geoffrey Sears seconded the motion.

Zack was appointed by a unanimous vote of the Board.

Yes: 6

No: 0

Abstain: 0

4. Approval of the Minutes of the January 21st, 2021 Board of Directors Meeting

Peter Schreiber motioned for approval of the meeting minutes. Betsy Cooley seconded the motion.

This item was approved by a unanimous vote.

Yes: 6

No: 0

Abstain: 0

5. Executive Directors Report

A. Status Update on License Agreement with BioMed

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ACTION SUMMARY MINUTES

Board of Directors Meeting

March 18, 2021

Roni informed the Board that BioMed issued the lease extension to June 30, 2021.

B. Status Update on Mandela Site

- i. *Progress report –Ernest provided an update on the project, noting the underground utility work has been installed and ready to be finished off with utility companies. Ernest also noted the project had experienced some delays and is now anticipated to be complete in mid-July, however noted that the last 5-6 weeks of work is landscaping, which will not interfere with moving the buses on site, if needed.*
- ii. *Budget vs. Cost report – Roni provided an overview of the project budget, noting that the costs were still within budget and that a contingency of over \$400,000 remained.*

6. Business Items

A. Review and Consider Approval of Amendment 3 to Professional Services Agreement with Yorke Engineering for continued Storm Water Monitoring Services at the Horton Site

Roni noted that York Engineering has been providing storm water monitoring services since Emery Go Round occupied the Horton Street site. Roni further noted that their agreement was set to expire at the end of March and 3-month extension was needed to continue services through the end of June.

Betsy Cooley motioned for approval of the Amendment 3 for Yorke Engineering. Peter Schreiber seconded the motion.

This item was approved by a unanimous vote of the Board.

Yes: 6

No: 0

Abstain: 0

B. Review and Consider Approval of Amendment 2 to Professional Services Agreement with Zoon Engineering for additional Construction Management Support Services

Roni provided an overview of Zoon's request for amendment noting the higher level of effort required to mitigate for unforeseen issues in the field. Roni noted that she assumed their higher level of effort would continue through April and then would decrease once the major site work is complete. Geoff noted that the committee reviewed and discussed the request in detail and support the modified budget request.

Betsy Cooley motioned for approval of the Amendment 2 for Zoon Engineering. Geoff Sears seconded the motion.

This item was approved by a unanimous vote of the Board.

Yes: 6

No: 0

Abstain: 0

C. Review and Consider Approval of Amendment 3 to Transportation Agreement with the Berkeley Gateway TMA to modify fees for the West Berkeley Shuttle service through June 30, 2021.

Roni informed the Board of the error in pricing included in the previous Amendment and noted that the cost of services would not be covered at the current lower level of service. Roni noted that once service levels increase by 5 hours or more per day, the pricing can be

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

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adjusted to the lower hourly rate originally proposed at \$85 per revenue hour. Roni noted that the \$93 hourly rate would only cover the ETMA's cost for service, leaving a nominal revenue source for the ETMA. Roni recommended Board approval of Amendment 3 to increase the hourly rate for services to \$93 through June 30, 2021.

Betsy Cooley motioned for approval of the Amendment 3. Colin Osborne seconded the motion. Geoffrey Sears abstained.

Yes: 5

No: 0

Abstain: 1 – Geoffrey Sears

D. Review and Consider Approval of Engagement Letter with Maze & Associates, Inc. for 2021 Audit Services

Roni presented the engagement letter provided by Maze & Associates to perform audit services for 2020 financials.

Bobby Lee motioned for approval of the Engagement Letter with Maze & Associates for 2020 Audit Services. Peter Schreiber seconded the motion.

This item was approved by a unanimous vote of the Board.

Yes: 6

No: 0

Abstain: 0

E. Discuss Potential Procurement of Book-Keeping and Tax Preparation Services

Roni provided some background on the current bookkeeper for the TMA, John S. Tounger Jr. Roni noted that John has been provided services to the organization for over 15 years and inquired about whether the Board would like to seek bids from other providers for the book-keeping and tax preparation services. Roni noted that John's current agreement is through December 31st, 2021.

Roni noted that John has always been responsive and that his fees have been quite reasonable.

Bobby Lee asked what John's current level of involvement is with the services. Roni noted that he manages the organizations books, processes checks and payments and prepares the Federal and State tax returns for the organization. His annual fees are about \$29,000 for these services.

Geoffrey Sears noted that he feels as though John has been a loyal service provider, however noted that the organization may want to consider a higher level of financial oversight and guidance as the organization grows.

After some discussion, the Board felt that it would benefit the organization to seek bids from other providers. Roni noted that she would prepare a request for proposals later in the year, after the bus yard project is mostly complete.

No formal action was required.

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F. Review of Ridership Data and Discuss BART Impacts to Services

Roni provided an overview of BART's ridership, noting ridership is averaging at about 12-14% of pre-COVID levels, consistent with the Emery Go Round ridership. Roni noted that while ridership forecasts are difficult to predict, it is likely people will begin using transit as vaccines roll, people return to work in office and traffic worsens. Roni further noted that capacity on transit is limited to allow for social distancing. Roni inquired about timing for people returning to work.

Zack McGahey - Zymergen has about 40% of staff onsite currently and public transportation ridership is low due to the comfort level.

Colin Osborne – Novartis has about 50% onsite now. Colin has taken BART himself and sees a slight increase.

Peter Schreiber – Pixar is currently at about 5% back in office. They project a couple of hundred employees in the summer, hoping to have everyone back by next year. They do have a lot of parking but as they grow, they are hoping more interest will be there for public transportation.

Bobby Lee – wants to make sure that we stay flexible as number of riders does increase. Roni noted that her team has already prepared schedules for a service increase, in the event the shuttles are over COVID capacity.

Roni noted that she will keep the Board informed of ridership at each Board meeting.

This item required no formal action.

7. Confirm date of Next Meeting

The meeting date was confirmed for April 15, 2021.

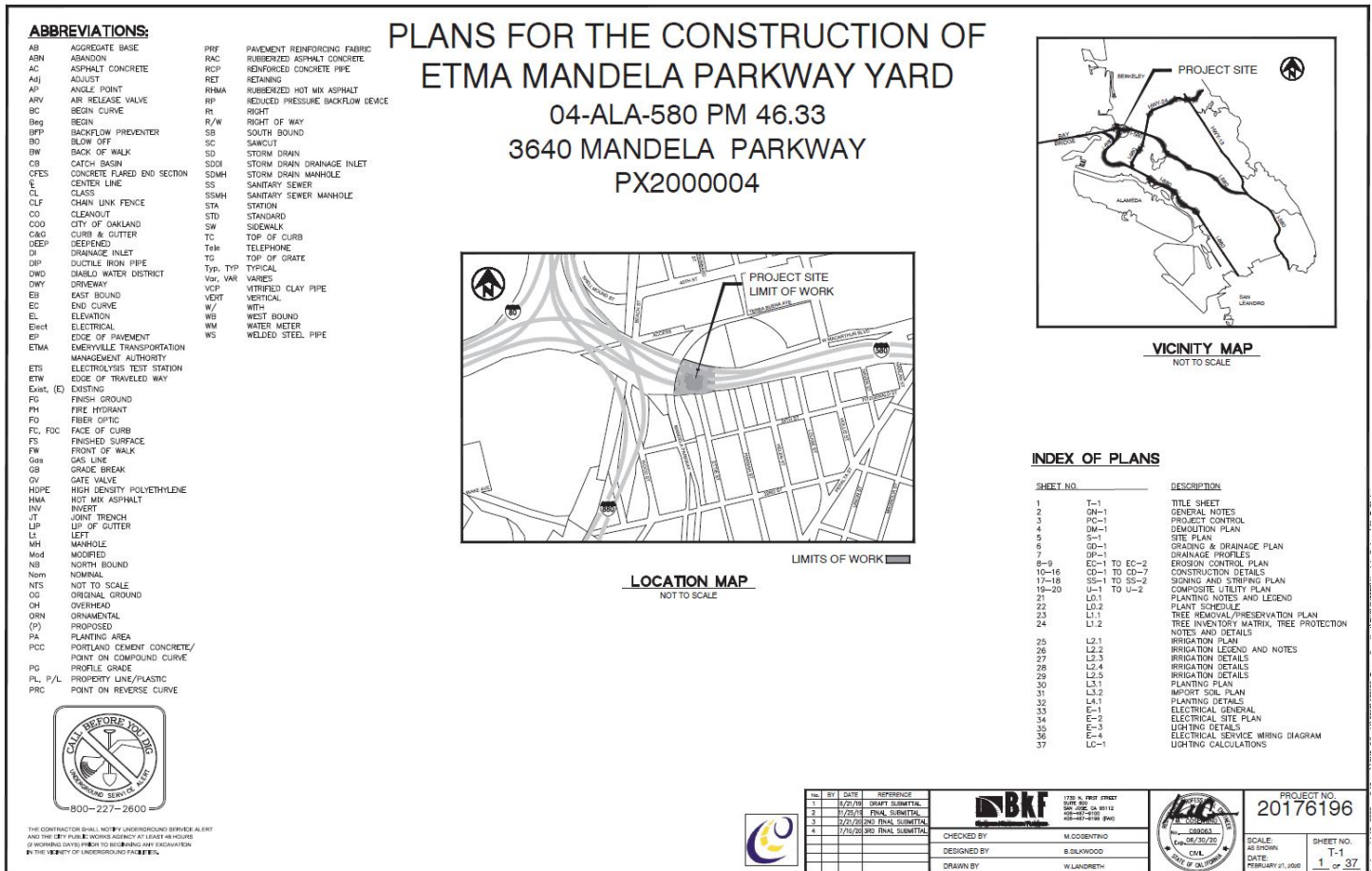
8. Adjournment

The meeting adjourned at 10:18 AM.



Mandela Bus Yard Construction Progress

Bus Yard Committee Meeting April 13th, 2021 9:00AM



Prepared by Zoon Engineering



Construction Status Summary - Construction began December 14th and is scheduled for completion on July 13, 2021. OC Jones has completed rough grading work and MF Maher (concrete subcontractor) has nearly completed curb and gutter forming by April 9, 2021. The Bio-Retention areas are the remaining concrete items, scheduled for completion by April 23rd. The median turn lane on Mandela Parkway is expected to be paved this week.

Zoon field work continues as we work out proper ADA pathway routing for the new trailer. Truncated dome layout has been received from BKF and forwarded to the contractor. Truncated dome procurement and installation will be a contract change order because they were not shown on the plans. Current schedule below.

J.C. Jones & Sons, Inc.

Project: Emeryville Transportation Management Association, Emeryville, CA

Owner: Emeryville Transportation Management Association

Project Schedule

Job #220520

Upcoming Work

3/11/2021	RESP	11	12	13	14	15	16	17	18	19	20	21	22	23	24
GENERAL		12-Apr	19-Apr	26-Apr	3-May	10-May	17-May	24-May	31-May	7-Jun	14-Jun	21-Jun	28-Jun	5-Jul	12-Jul
USA	OCJ														
POTHOLE	OCJ														
SWPPP	OCJ														
REMOVE TREES	OCJ														
TRAFFIC CONTROL PLAN	OCJ														
CONSTRUCTION															
UNDERGROUND - IRRIGATION	MARINA														
UNDERGROUND - ELECTRICAL	BEAR														
EBMUD - LATERALS	EBMUD														
UNDERGROUND (WATER) - DELAYED	HORIZON														
UNDERGROUND (WATER)	HORIZON														
SUBGRADE	OCJ														
EXCAVATE BIO-SWALES	OCJ														
PLACE AGGREGATE BASE	OCJ														
FINISH AGGREGATE BASE FOR CONCRETE	OCJ														
FORM / POUR CONCRETE	MF MAHER														
ELECTRICAL - ERECT POLES & INSTALL WIRE	BEAR														
EXCAVATE / GRADE / FORM / POUR MEDIAN AND DRIVEWAY	OCJ														
FINISH AGGREGATE BASE	OCJ														
PLACE HMA	OCJ														
INSTALL FENCE	GOLDEN BAY														
STRIPING & SIGNS	STRIPING GRAPHICS														
IRRIGATION AND PLANTING	MARINA														
PUNCHLIST	OCJ														

Budget Summary – CCO3 approved. CCO4 now includes all fencing changes (change site fence to 10-foot high for added security and delete ornamental fence on northern property line) – estimated credit \$33,725.00. CCO5 estimate for concrete ADA pathway and truncated domes. CCO6 estimate for removing additional PG&E lines in conflict with Bioretention Area #1. CCO7 estimated cost for additional debris during bioretention excavation.

COST			CONTRACT BALANCE		
Construction Cost	Amount	Line	Progress Payment (PP) Request	Pay Request	Line
OC Jones & Sons - Base Bid Contract	\$ 1,934,135.00	A	PP 1 - December 2020 Bill	\$ 262,913.89	
Change Order #1 - Debris Removal	\$ 21,298.89	B	PP 2 - January 2021 Bill	\$ 350,050.00	
Change Order #2 - Horizon Extra Work	\$ 4,285.60		PP 3 - February 2021 Bill	\$ 119,335.60	
Change Order #3 - Fire Plans/Extra Work	\$ 4,865.30		PP 4 - March 2021 Bill	\$ 334,370.30	
OC Jones & Sons - Revised Contract (Line A + Line B)	\$ 1,959,719.49	C	PP 5 - April 2021 Bill		
			PP 6 - May 2021 Bill		
			PP 7 - June 2021 Bill		
RISK & CONTINGENCY			Subtotal Pay Requests	\$ 1,066,669.79	G
Future Change Order Estimates	Amount	Line	Retention Withheld to date (5%)	\$ (53,333.49)	H
Change Order #4 - Fencing (all 10-foot + deletion)	\$ (33,725.00)		Total Payments (Line G - Line H)	\$ 1,013,336.30	I
Change Order #5 - ADA Concrete Path - Estimated	\$ 5,000.00		Total Contract (From Line C)	\$ 1,959,719.49	J
Change Order #6 - Remove PG&E Lines - Estimated	\$ 5,000.00		Contract Remaining (Line J - Line G)	\$ 893,049.70	K
Change Order #7 - Bio-Retention Area Debris - Est	\$ 9,000.00				
Subtotal Potential Change Order Costs	\$ (14,725.00)	D			
Estimated ETMA Obligation (Line C + Line D)	\$ 1,944,994.49	E			
Project Budget	\$ 2,051,680.00	F			
Project Contingency (Line F - Line E)	\$ 106,685.51				

Construction Issues – Future CCOs

CCO4 – Fence Changes – Change all Chain-Link to 10-foot tall. Delete Ornamental Fence on Northern Property Line. Add small fence segments to tie-in West (Mandela Pkwy) and East fence lines. Draft CCO4 sent to OC Jones for signature last week. **\$33,725.00** Credit.



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COST OF CHANGE:

Bid Item No.	Quantity	Unit	Unit Price	Change Order Description	Net Contract Adjustment
38	305	LF	\$157.00	Delete Installation of 305 LF of Ornamental Metal Fence along Northern Property Line	(\$47,885.00)
48	285	LF	\$65.00	Delete Installation of 285 LF of Chain Link Fence – 6-Foot for Entire Project	(\$18,525.00)
49	285	LF	\$110.00	Add Installation of 285 LF of Chain Link Fence – 10-foot to replace 6-foot fence deleted	\$31,350.00
38	5	LF	\$157.00	Add Installation of 5 LF of Ornamental Metal Fence at Northwestern Property Corner	\$785.00
49	5	LF	\$110.00	Add Installation of 5 LF of Chain Link Fence – 10-foot at Northeastern Property Corner	\$550.00
TOTAL					(\$33,725.00)
ORIGINAL CONTRACT AMOUNT					\$1,934,135.00
Change Orders 1, 2, & 3 – Previously Approved					\$30,449.79
This Change Order 4					(\$33,725.00)
FINAL ESTIMATED CONTRACT AMOUNT					\$1,930,859.79

CONTRACT TIME ADJUSTMENT:

In consideration for the above additional work, no additional time will be granted.

ACCEPTED BY:

Contractor, OC Jones and Sons, Inc

Date

Emeryville Transportation
Management Association

Date

CC07 – Bioretention Area 1, 2, & 3 – Miscellaneous debris encountered when making final grade in these areas.
Maximum cost estimated \$9,000.



Construction Issues Resolved

1. Irrigation Contractor RFI (Conflict with ACFC box culvert) – Resolved and OC Jones provided with new elevations ahead of staking, so no delays or extra costs.
2. OC Jones missed the need for Oakland Fire Knox Boxes at gates for emergency access - \$4K cost to OC Jones, no cost to ETMA.
3. Minor relocation (1-foot south) of light pole location for parking lot lighting to avoid abandoned PG&E conduit.
4. \$9K savings for deletion of double backflow device at Fire Service meter on Ettie Street. Seek credit from OC Jones via deductive Change Order – credit in CCO3.
5. Relocated Irrigation Back Flow preventer and service line to conform with EBMUD approvals. No extra work costs.
6. Landscape (Irrigation) Contractor RFI last week (upsized backflow preventer) – No cost change.
7. Delete Northern Ornamental Fence_– Estimated \$33,000 Project Credit.



BIORETENTION AREA ALONG MANDELA PARKWAY – BEING FORMED FOR POUR THIS WEEK



BIORETENTION AREA ON EAST SIDE PROPERTY WITH PG&E LINES



ETTIE STREET GATE REMOVED, CURB POURED, NEW PG&E PEDESTAL



BIORETENTION AREA ON SOUTH PROPERTY LINE – UTILITY CONFLICTS RESOLVED



EXIT GATE DRIVEWAY POURED



ENTRANCE GATE DRIVEWAY POURED – TURNPOCKET CONSTRUCTION BEGINS



TURN POCKET CONSTRUCTION



EXIT GATE



CALTRANS EMAILED ABOUT DISCONNECTED FREEWAY DRAINS – SITE HAZARD

Mandela Site - Project Budget Status

Date: 3/26/21 (costs to date through February 2021)

Project Management Oversight	Project Budget	Total Authorized Budget	Cost to Date	Remaining Balance	% of Work Completed	% of Budget Expended
Gray Bowen Scott - Through PS&E Completion		\$ 133,000.00	\$ 134,196.86	\$ (1,196.86)	100%	101%
Gray Bowen Scott - Owners Rep During Construction		\$ 40,000.00	\$ 31,508.01	\$ 8,491.99	62%	79%
Total Project Management Oversight	\$ 173,000.00	\$ 173,000.00	\$ 165,704.87	\$ 7,295.13		
	Balance	\$ -	\$ 7,295.13			

Project Engineering & Permitting	Project Budget	Total Authorized Budget	Cost to Date	Remaining Balance	% of Work Completed	% of Budget Expended
Feasibility Study - Mandela Turn Pocket		\$ 5,000.00	\$ 4,995.77	\$ 4.23	100%	100%
Conceptual Site Plan		\$ 48,771.00	\$ 46,036.35	\$ 2,734.65	100%	94%
Design & Environmental		\$ 270,752.00	\$ 270,746.01	\$ 5.99	100%	100%
Design Support During Construction		\$ 29,500.00	\$ 6,413.00	\$ 23,087.00	44%	22%
Permitting & Other Expenses (see breakdown below)		\$ 191,328.01	\$ 106,105.46	\$ 85,222.55	90%	100%
Total Project Engineering	\$ 400,000.00	\$ 545,351.01	\$ 434,296.59	\$ 111,054.42		
	Balance	\$ (145,351.01)	\$ 111,054.42			

Construction Oversight - Zoon Engineering	Project Budget	Total Authorized Budget	Costs to Date	Remaining Balance	% of Work Completed	% of Budget Expended
Construction Oversight & Inspections		\$ 264,380.00	\$ 156,270.00	\$ 108,110.00	62%	59%
Total Construction Oversight	\$ 190,000.00	\$ 264,380.00	\$ 156,270.00	\$ 108,110.00		
	Balance	\$ (74,380.00)	\$ 108,110.00			

Total Management & Engineering Costs	\$ 590,000.00	\$ 982,731.01
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Modular Office	Project Budget	Estimated Budget	Cost to Date
Mobile Office Unit, delivery & ADA Ramp (and taxes)		\$ 190,609.27	\$ 171,197.14
Total	\$ 175,000.00	\$ 190,609.27	\$ 171,197.14
	Balance	\$ (15,609.27)	\$ 19,412.13

Construction Cost	Project Budget	Authorized Bid Amount & CCOs	Pending CCO's	Cost to Date
OC Jones & Sons - Base Bid Amount		\$ 1,934,135.00	\$ -	\$ 706,724.00
Change Order #1 - Debris Removal		\$ 21,298.00	\$ -	\$ 21,289.89
Change Order #2 -Horizon Extra Work - footing removal @		\$ 4,285.60	\$ -	\$ 4,285.60
Change Order #3 - Fire Service Plans & Fees		\$ -	\$ 4,865.30	\$ -
Change Order #4 - All 10 foot chain link fence (estimate)		\$ -	\$ 14,107.50	\$ -
Change Order #5 - ADA Concrete Path (estimate)		\$ -	\$ 5,000.00	\$ -
Change Order #6 - Remove PG&E Lines (estimate)		\$ -	\$ 5,000.00	\$ -
Change Order #7 - Remove Ornamental Fencing		\$ -	\$ (50,000.00)	\$ -
Retention Held to Date (5%)		\$ -	\$ -	\$ (36,614.97)
TOTAL	\$ 2,051,680.00	\$ 1,959,718.60	\$ (21,027.20)	\$ 695,684.52
	Balance	\$ 91,961.40	\$ 112,988.60	\$ 1,264,034.08

Contingency Balance (see below)	\$ 600,000.00	\$ 477,648.32
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	Project Budget	Authorized Budget	Costs to Date	Remaining Balance
TOTAL PROJECT BUDGET/COST	\$ 3,589,680.00	\$ 3,610,707.20	\$ 1,623,153.12	\$ 1,987,554.08

Contingency Summary	
Original Project Contingency	\$ 600,000.00
Remaining Budget - Construction oversight	\$ (74,380.00)
Remaining Budget - Construction	\$ 91,961.40
Permitting & Other Expenses	\$ (145,351.01)
Office Trailer	\$ (15,609.27)
Pending Contract Change Orders	\$ 21,027.20
Contingency Balance	\$ 477,648.32

Permitting Fees & Other Site Expenses	Total Estimated Costs	Actual Costs To Date	Remaining Balance
Video Security System	\$ 75,000.00	\$ -	
Cable/WiFi	\$ 500.00	\$ -	
Office Furniture	\$ 5,000.00	\$ -	
Water Meter/EBMUD	\$ 58,448.00	\$ 58,448.00	
PGE Application Fee	\$ 5,515.58	\$ 5,515.58	
Fire Service	\$ 5,000.00	\$ 1,609.74	
Sewer Fee	\$ 2,500.00	\$ 1,277.19	
Other misc expenses (plan printing,etc.)	\$ 1,500.00	\$ 1,390.52	
Permit Fees (Caltrans, Oakland Planning, Building Permit, Encroachment Permit).			
Caltrans Encroachment Permits & Permit Extensions	\$ 1,148.00	\$ 1,148.00	
Oakland Planning Permit	\$ 8,510.52	\$ 8,510.52	\$ -
Oakland px Permit	\$ 28,205.91	\$ 28,205.91	
Subtotal - Other Site Expenses	\$ 191,328.01	\$ 106,105.46	\$ -

Ridership Report

Based on data collected via automated passenger counters

Description:

This report allows you to view passenger traffic for routes you have passenger counting devices on. This reports includes graphs and pie charts of your data.

Generated on:

4/12/2021 8:49:19 AM PST - LOCAL TIME

Report Type:

Day/Hour

Date Range:

[Last Fully Completed Month]: 3/1/2021 - 3/31/2021

Routes

Do Not Use, Hollis, Hollis Effective 10-30-20, Hollis Effective 10-30-20, North Hollis, North Shellmound, Shellmound/Powell, Shellmound/Powell Effective 02-25-21 Effective 02-25-21, Shellmound/Powell Effective 03-10-21, Shellmound/Powell Effective 12-31-20, Shellmound/Powell inbound Test , Shellmound/Powell outbound test, So. Shell/Powell - The Marina, So. Shell/Powell - The Towers, South Hollis, Watergate Express - AM, Watergate Express - AM - 2-13-18, Watergate Express - AM Effective 03-15-17, Watergate Express - PM, Watergate Express - PM - 2-13-18

Days Covered:

[7 days a week]

Vehicles:

[All]

Drivers:

[All]

Generated By:

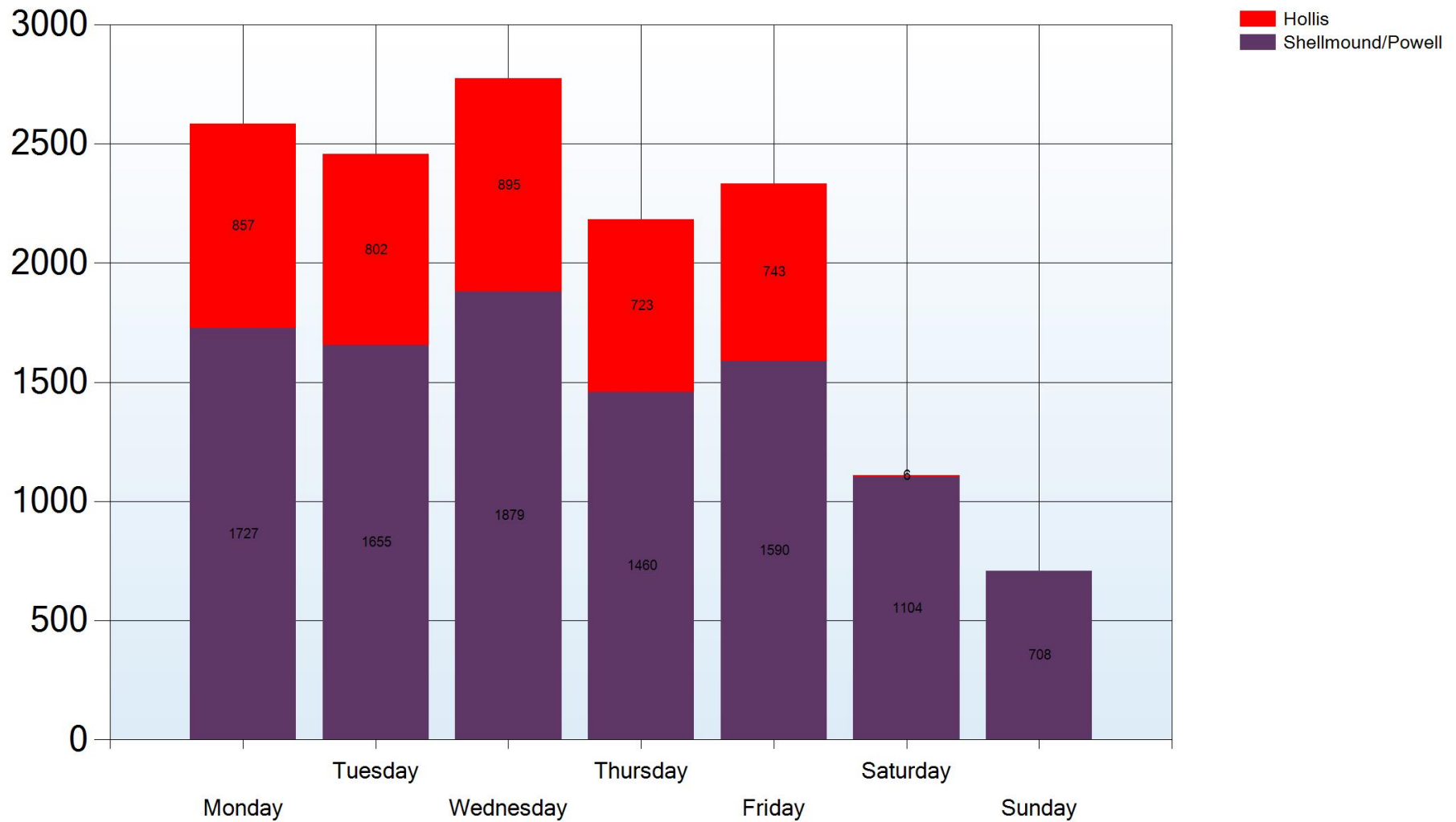
Roni Hattrup

SUMMARY: Emery-Go-Round - APC Ridership Report

3/1/2021 - 3/31/2021

Ridership totals by day of week

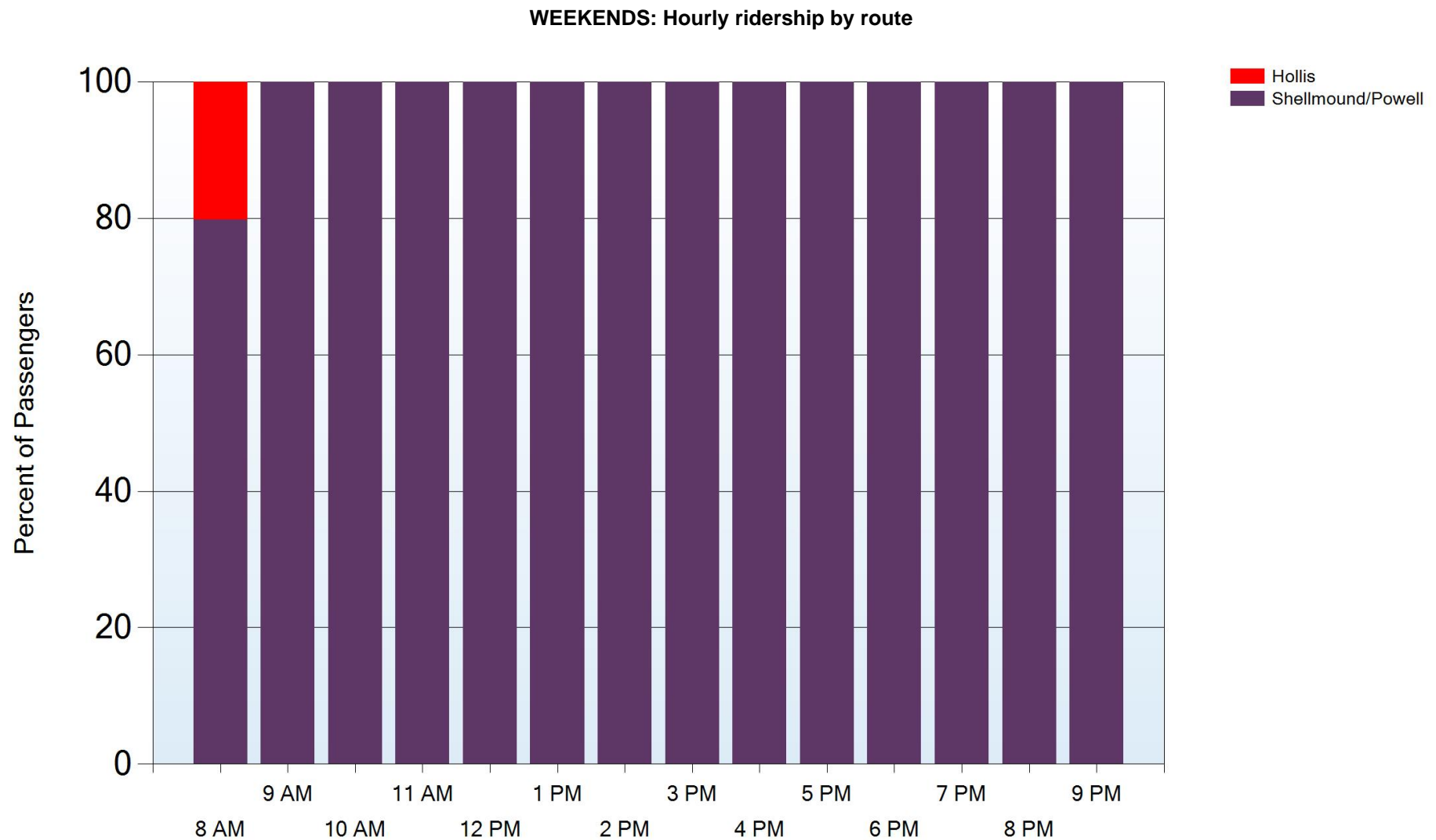
Ridership totals by day of week



SUMMARY: Emery-Go-Round - APC Ridership Report

3/1/2021 - 3/31/2021

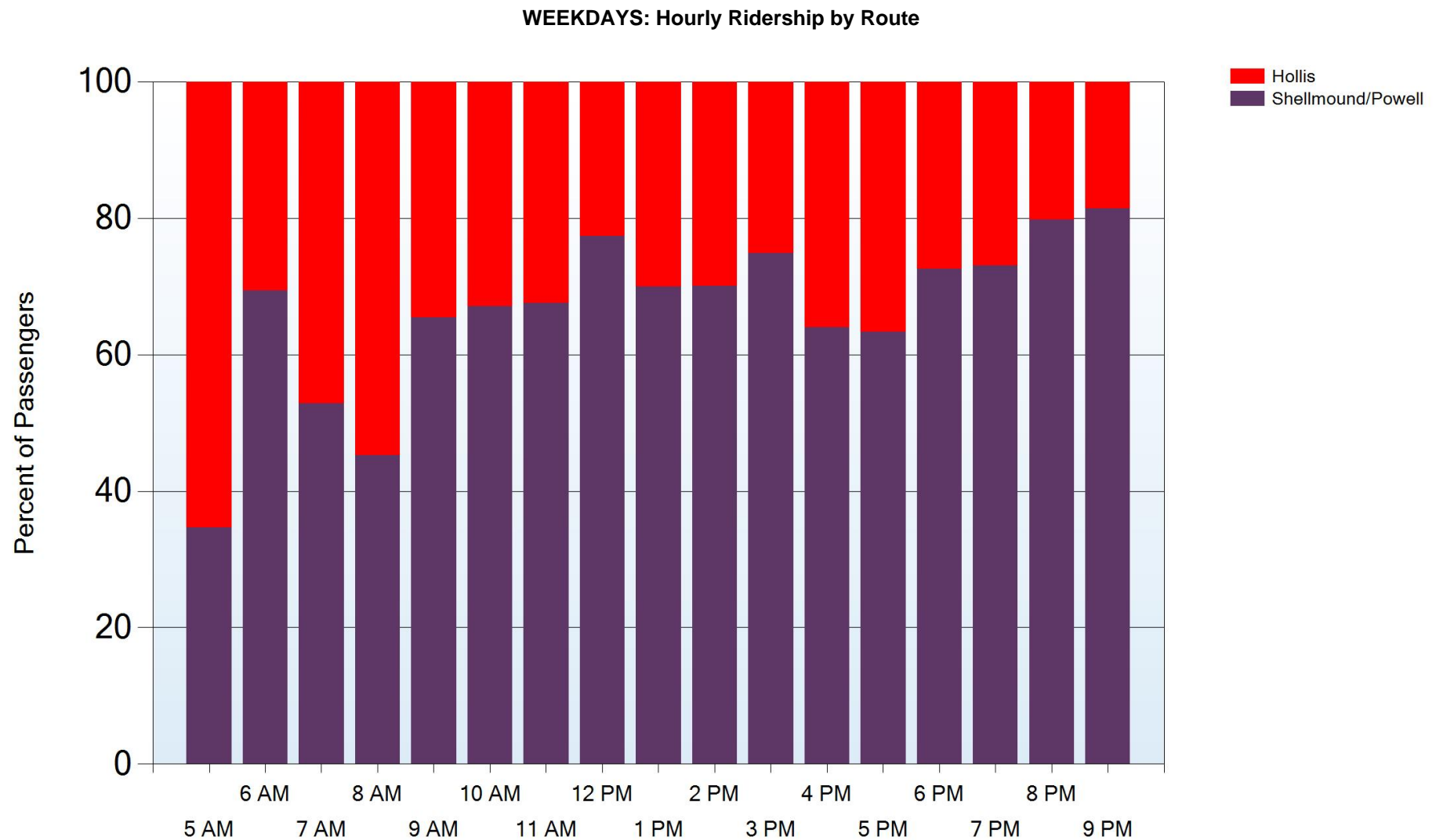
WEEKENDS: Hourly ridership by route



SUMMARY: Emery-Go-Round - APC Ridership Report

3/1/2021 - 3/31/2021

WEEKDAYS: Hourly Ridership by Route



2021



Emery Go-Round Fleet & Operations Video Surveillance System

April 5, 2021

Emeryville Transportation Management Association
C/O Gray Bowen Scott
1211 Newell Ave, Suite 200
Walnut Creek, CA 94596
Attention: Roni Hattrup

Project: Emery Go-Round Fleet & Operations 3550 Ettie St., Oakland, CA
Video Surveillance & Two-Way Talkback

Thank you for the opportunity to meet your building service needs and for the confidence you have placed in us. I am respectfully enclosing the following proposal.



Ojo Technology Do not copy (physically, electronically or in any other media)
Without the express written permission of Ojo Technology.

Ojo Technology
103 Hammond Ave.
Fremont, CA 94539
(510) 249-9540

Executive Project Summary:

Ojo Technology shall provide and install all material to meet the products specification, drawings, and job walk information for a complete Video Surveillance, Video Management and Two Way Talkback.

Scope of Work

- 1.) Ojo Technology shall provide and install (along with sub-contractors) all Video Surveillance equipment and cable associated with this scope of work.
- 2.) Ojo Technology shall provide and install (along with sub-contractors) all Hanwha cameras and mounts associated with this scope of work.
- 3.) Ojo Technology shall provide and install (along with sub-contractors) Video server (NVR) to support all cameras associated with this scope of work at a recording rate: 20 FPS, 45% motion, and 15 days of storage.
- 4.) Ojo Technology shall provide and install (along with sub-contractors) Axis Two-Way Talkback stations associated with this scope of work.
- 5.) Ojo Technology shall provide and install (along with sub-contractors) Workstation & Monitors associated with this scope of work.
- 6.) Ojo Technology shall provide all programming, commissioning and training associated with this scope of work.

Proposed Material, Software & Services Include:

5	ea	Mount	SBP-300PMW	Pole Mount Adapter Accessory, use with SBP-300WMW1, White	\$ 39.50	\$ 197.50
2	ea	Mount	SBP-300WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	\$ 39.50	\$ 79.00
1	ea	NVR	BCD104-PVS-236-12T-4	(1) Xeon E-2236 16GB RAM (2x 8GB) (2) 240GB M.2 SSD (3) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 350W PSU Windows Server 2019 5YR NBD KYHD Warranty	\$ 6,019.44	\$ 6,019.44
1	ea	Camera	XNV-8080R	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome camera, 5MP @30fps, motorized vari-focal lens 2.4x (3.9~9.4mm) (92.1°~38.7°), triple codec H.265/H.264/MJPEG with WiseStream II technology, 120dB WDR, USB port for easy installation, advanced video analytics and sound classification, high powered IR LEDs range of 164', true D/N, dual SD card, hallway view, HLC, defog detection, DIS, 12VDC/24VAC/PoE, IP67, IK10, Nema 4X, -40°C ~ +55°C (-40°F ~ +131°F)	\$ 775.00	\$ 775.00
1	ea	Mount	SBP-300WM1	Wall Mount Accessory, All caps except SBP-329HM and all outdoor PTZs Ivory	\$ 39.50	\$ 39.50
2	ea	Mount	SBP-300BW	Wall Mount Base, Works with Mounts SBP-300WMW1, white	\$ 44.50	\$ 89.00



2	ea	Mount	SBP-300PMW	Pole Mount Adapter Accessory, use with SBP-300WMW1, White	\$ 39.50	\$ 79.00
1	ea	Mount	SBP-300B	Wall Mount Base, Works with Mounts (SBP-300WM/300WM1), Ivory	\$ 44.50	\$ 44.50
5	ea	Mount	SBP-390WMW2	Wall Mount Accessory, 2x knock out built-in, compatible with all full size outdoor PTZs and all caps, White color	\$ 107.50	\$ 537.50
5	ea	Mount	SBP-276HWM	Cap adapter for the PNM-9084QZ, PNM-8082VT, PNM-9022V (Will fit the following accessories: SBP-300WMW1, SBP-390WMW1, SBP-300LMW, SBP-300CMW)	\$ 37.50	\$ 187.50
2	ea	Camera	PNM-9022V	WN7 Panoramic Multi-sensor camera, 180° view, (2MP X 4 sensors) 7.3MP @ 30fps, panoramic 209° view, 8.3MP, triple codec H.265/H.264/MJPEG with WiseStream II technology, extreme WDR 120dB, defocus detection, built in analytics, Heatmap, Micro USB for easy installation, 2 x Micro SD cards PoE+, IP66/IK10/NEMA4X	\$ 900.00	\$ 1,800.00
1	ea	Mount	SBP-300HM6	Medium Cap Adapter (Aluminum) Accessory, (SCV-6081R, SNV-8081R, SNV-8080, SNV-7084/R, SNV-6084/R, SNV-5084/R, PNV-9080R, XNV-6080/R, XNV-8080R, XNV-6120/R, XND-6085V, XNV-6085, XNV-L6080/R, PNM-7000VD) Works with Mount (SBP-300WM1, SBP-300WM, SBP-300CM, SBP-300LM)	\$ 24.50	\$ 24.50
5	ea	Camera	PNM-9084QZ	Wisenet P series network vandal outdoor Multi-sensor Multi-Directional dome camera, (2MP X 4 sensors) 8MP @ 60fps, motorized vari-focal lens 2x (3.0~6.0mm) (107°~56.3°), PTRZ (Pan/Tilt/Rotate/Zoom) remote adjustment, triple codec H.265/H.264/MJPEG with WiseStream II technology, 120dB WDR, defocus detection, built in analytics, true D/N, 4x SD card, hallway view, HLC, defog detection, Bi-Directional Audio, Alarm I/O 1/1, HPoE (injector included), IP66/IK10, -40°C ~ +55°C (-40°F ~ +131°F), White	\$ 1,100.00	\$ 5,500.00
2	ea	Mount	SBP-276HWM	Cap adapter for the PNM-9084QZ, PNM-8082VT, PNM-9022V (Will fit the following accessories: SBP-300WMW1, SBP-390WMW1, SBP-300LMW, SBP-300CMW)	\$ 37.50	\$ 75.00
1	ea	Mount	SBP-300PM	Pole Mount Adapter Accessory, use with SBP-300WM, Ivory	\$ 39.50	\$ 39.50
8	ea	Loudspeaker	C1310-E	AXIS C1310-E Network Horn Speaker	\$ 404.74	\$ 3,237.92
8	ea	Loudspeaker	01164-001	AXIS T91B47 100-410MM, POLE MOUNT FOR INDOOR AND, OUTDOOR INSTALLATION	\$ 68.94	\$ 551.52
1	ea	Workstation	SVW-302E-SF1-S1000-I7	(1) NVIDIA Quadro P1000 (1) Core i7-9700 16GB (1x 16GB) (1) 256GB M.2 SSD (1) 1TB 3.5" SATA HDD (1)	\$ 1,978.78	\$ 1,978.78
2	ea	Monitors	SMT-3233	32" LED Monitor, 1080p (1920x1080), DVI, HDMI, VGA, CVBS, 16:9 aspect ratio, Built-in Speaker (2W X 2), VESA DPM Compatible (100x100mm)	\$ 845.00	\$ 1,690.00
1	ea	Microphone	USB Computer Microphone	USB Computer Microphone, Unidirectional Condenser Desktop/Laptop/PC Mic, Mute Button with LED Indicator, Suitable for Windows, Mac, Zoom, Teams, YouTube, Skype, Gaming, Podium, Court Conference	\$ 72.22	\$ 72.22
1	ea	UPS	SMX2000LVNC	APC Smart-UPS X 2000VA Rack/Tower LCD 100-127V with Network Card	\$ 1,904.77	\$ 1,904.77

Software						
1	ea	Genetec	GSC-SIPELIA-1PA	1 Public address connection per system	\$ 427.78	\$ 427.78
8	ea	Genetec	GSC-Sipelia-1SIP-STD	1 Standard Connection to an Intercom Station (requires GSC-Sipelia-Base)	\$ 124.44	\$ 995.52
1	ea	Genetec	GSC-Sipelia-Base	GSC Sipelia™ Base Package	\$ 1,166.67	\$ 1,166.67
1	ea	Genetec	GSC-Om-S	GSC Omnicast™ Standard Package	\$ 458.89	\$ 458.89
8	ea	Genetec	GSC-Om-S-1C	1 camera connection	\$ 116.67	\$ 933.36
1	ea	Genetec	ADV-STANDARD-1Y	Genetec™ Advantage Flat Rate for 1 Omnicast™ or Synergis™ Standard system – 1 year	\$ 466.67	\$ 466.67
1	ea	Genetec	ADV-SIP-S-1Y	Genetec™ Advantage for 1 Sipelia™ Standard Intercom connection - 1 Years	\$ 19.44	\$ 19.44

TIME AND MATERIAL RATES

For Services Not Covered by Contract

Technical Resource	Straight Time 2 Hour Minimum Applies	Overtime 2 Hour Minimum Applies	Weekends/Holidays 4 Hour Minimum Applies
Onsite Full Time Support	TBD	TBD	TBD
Installation Technician	\$120.00	\$180.00	\$240.00
Field Technician	\$160.00	\$240.00	\$320.00
Network Engineer	\$175.00	\$263.00	\$345.00
Systems Engineer	\$195.00	\$293.00	\$390.00
Systems Specialist	\$225.00	\$338.00	\$450.00

Exclusions & Clarifications:

- 1.) All Conduit and Power shall be provided by others.
- 2.) Customer is responsible to provide adequate space to install workstation and monitors prior to installation.
- 3.) Customer is responsible for all networking to be provided at the time of installation.
- 4.) All light poles shall be provided by owner.
- 5.) Base Genetec Sipelia Software license shall be provided by owner.
- 6.) Base Genetec Omnicast Software license shall be provided by owner.



- 7.) Video Surveillance Equipment is compatible with ONVIF and VMS does support Cloud Recording (additional services/costs may apply).
- 8.) There are no provisions in this scope of work for configuration/re-configuration services of existing active component equipment including, but not limited to switches, routers, servers, firewalls, etc. This Scope of Work is limited to the aforementioned items ONLY.
- 9.) All work will be performed Monday – Friday 0800-1500.

Price Summary:

TOTALS:			
		Materials Subtotal:	\$ 24,922.15
		Labor Subtotal:	\$ 10,958.53
		Subcontractor Subtotal:	\$ 19,526.71
Tax Rate:	9.250%	Sales Tax:	\$ 2,503.30
		Software:	\$ 4,468.33
		Shipping & Handling:	\$ 498.44
		Grand Total:	\$ 62,679.46

This proposal covers only the direct costs described above. Should other conditions change to our base contract (e.g. time of completion, schedule, sequence of work, etc.) as a result of this revision, we reserve the right to re-quote this proposal when these additional costs can be determined.

Authorization to Proceed

Ojo Technology
103 Hammond Ave.

Fremont, CA 94539

Roni Hattrup
Emeryville Transportation Management Association
C/O Gary Bowen Scott
1211 Newell St, Suite 200
Walnut Creek, CA 94596

Seller Ojo Technology

Buyer _____

By Chris Lee

Lot Sum **\$ 62,679.46**

Title Territory Account Manager

Title _____

Date 04/05/2021

Date _____



OJO TECHNOLOGY, INC. SALES TERMS & CONDITIONS

THESE SALES TERMS AND CONDITIONS (these "**Terms and Conditions**") apply to any proposal or quotation rendered to a current or prospective customer ("**Customer**") by Ojo Technology, Inc. ("**Ojo**") and any order or sale of "Systems" (as defined below) by Ojo to Customer, unless the parties expressly agree in writing that these Terms and Conditions do not apply or have entered into a separate, signed agreement covering the purchase of the Systems. "**System**" or "**Systems**" means an Ojo-supplied IP Video Surveillance (IPVS) system as described in a purchase order (a "**P.O.**") accepted by Ojo as specified below.

- Orders.** Subject to the following sentence, these Terms and Conditions and each P.O. accepted by Ojo will constitute the entire agreement between Customer and Ojo with respect to the purchase, sale and delivery of the Systems described in such P.O. Any terms or conditions stated by Customer in any order or other document that are different from, or in addition to, these Terms and Conditions, will be of no force and effect and are expressly rejected, and no course of dealing, usage of trade, or course of performance will be relevant to explain or modify any term expressed in these Terms and Conditions. Ojo is not obligated to accept any P.O. from Customer. Once a P.O. is accepted in writing by Ojo, Customer's order cannot be canceled without the written consent of Ojo. Ojo will have the right to cancel and/or hold any and/or all P.O.s placed by Customer and any and/or all shipments of Systems, regardless of any prior confirmation or acceptance by Ojo.
- Delivery.** Shipping and installation dates provided by Ojo are estimates only. Delivery terms for all Systems will be FOB Ojo's facility unless installation services are included. If Customer fails to take delivery of any Systems delivered to the delivery point at the designated delivery time, Customer will bear all subsequent storage related costs of holding such Systems until Customer takes delivery. Ojo may invoice Customer for such Systems on the date when Ojo attempts delivery to the delivery point.
- Title and Risk of Loss.** Notwithstanding any shipping terms to the contrary, title and risk of loss or damage to the Systems will pass from Ojo to Customer when the Systems are (a) for orders placed by Ojo on behalf of a Customer directly with a manufacturer or vendor, at the manufacturer's or vendor's facility; (b) for Systems with multiple components aggregated by Ojo (e.g., collections of hardware) which are purchased by a Customer without installation or other services from Ojo, at Ojo's facility; and (c) for Systems purchased with installation services from Ojo, at the installation location. Notwithstanding the above, Customer receives a license only to any software included in the Systems, and ownership of the software source code, intellectual property rights associated therewith and similar rights will remain with Ojo or its licensors, as applicable, and will not transfer to Customer.
- Inspection; Acceptance.** Customer and Ojo will perform a walk-through and System check following the installation of the Systems. This procedure will include a written "Acceptance Test" prepared by Ojo that is unique to each installation, with check-boxes for each item reviewed. Customer will be deemed conclusively to have accepted such Systems on the earlier of (a) Customer's acknowledgment and acceptance of the applicable Acceptance Test, or (b) 15 days following Customer's receipt of the Acceptance Test unless before such time Customer has notified Ojo in writing of any specific defects in the Systems. If the Customer notifies Ojo within such 15 day period and identifies specific defects in the Systems, Ojo will have the opportunity to confirm and to fix such defects. Ojo reserves the right to inspect and test the Systems and to make the final determination if any component thereof is defective or not. If any defect cannot be fixed, Customer may return defective hardware to Ojo subject to any return limitations imposed on such hardware in warranties provided with respect to such hardware by the manufacturer, vendor or Ojo. If Ojo has not installed the Systems, Customer may return non-defective hardware to Ojo provided such hardware is in the original shipping and packing material, in original factory configuration and condition, and is fully resalable. Any such returns are subject to shipping, return and/or restocking fees and to any other return limitations imposed on such hardware in warranties provided with respect to such hardware by the manufacturer, vendor or Ojo.
- Installation Services; Customer Responsibilities.** If ordered by Customer and agreed to by Ojo, Ojo will provide one or more service specialist(s) at Customer's site to perform the installation of the System(s). Ojo will (a) provide Customer with a completed installation record that identifies the installed Systems and the date of installation; (b) obtain an Acceptance Test from the Customer that the service delivery by Ojo has been completed; (c) remove all packaging for the Systems for disposal; and (d) switch on and power up each System to verify correct operation. Ojo's responsibilities for installation are complete when Ojo has confirmed that the Systems are installed and operational and has delivered one copy of the installation record to Customer. Customer, at its expense and prior to delivery and installation of the Systems at Customer's address, will prepare the installation site in an appropriate manner and will cause the installation site to conform to any utility, climate control, and communication interface specifications that Ojo or the manufacturers or vendors of the Systems may require. Customer and Ojo will jointly select the installation locations for the cameras and other hardware prior to installation. Customer will (i) follow any special pre-installation instructions provided by Ojo; (ii) provide suitable workspace



for Ojo's services specialist(s) while working on Customer's premises; (iii) have the Systems at Customer's installation site and the prerequisites specified in the System specification list completed prior to the installation; (iv) confirm to the installation personnel the precise location for the installation of the Systems previously jointly determined by Ojo and Customer; (v) provide appropriate power and network connectivity at the precise location of installation, unless such provisioning is included in Ojo's scope of work; (vi) provide appropriate lifts and other "location access" equipment (or reimburse Ojo for rental of the same if set forth on the P.O.); (vii) provide appropriate lighting for the Systems, unless such provisioning is included in Ojo's scope of work; and (viii) ensure that Customer's customer representative will be on-site and available to answer any Customer specific questions pertaining to the installation, including System connectivity settings (if required). If Customer requires additional installation support outside the scope of the foregoing Ojo installation services, such additional services may be available to Customer from Ojo upon written agreement at additional cost.

6. **Training.** Customer will select personnel suitable to operate and use the System and confirm that such personnel demonstrate the competence necessary to manage and operate the Systems. Ojo will provide such personnel with reasonable and appropriate training and instruction concerning the operation and use of the Systems by conducting a training session (not to exceed the number of hours specified in the P.O.) at a mutually convenient time at Customer's facility. Upon request from a Customer, additional training may be provided by Ojo for additional cost. Customers who waive training, or permit untrained personnel to access to the Systems, will be solely responsible for damages caused by such personnel to the Systems and will be required to pay for support or repair services above and beyond what is covered in any Ojo warranty.
7. **Prices.** The prices of Systems delivered will be as set forth in the P.O. If the P.O. provides that Ojo will supply appropriate lifts and other location access equipment, Customer will be responsible for Ojo's lift equipment rental fees, including if such fees exceed any estimate set forth in the P.O. Customer will also be responsible for any additional labor, rental or similar expenses incurred by Ojo in the installation process as a result of Customer's breach of any of its obligations pursuant to Section 5, including without limitation problems affecting facility access during installation.
8. **Taxes.** Ojo's prices and fees do not include any applicable sales, use, value-added, excise and/or withholding taxes, customs duties or fees, or import fees other than California sales tax. Any such taxes, import fees and other charges imposed in connection with the sale and delivery of the System, except income taxes imposed upon Ojo, will be paid directly by Customer. In the event Ojo pays any such fees, taxes, or charges, Customer will promptly reimburse Ojo therefore.
9. **Payment Terms.** Ojo will invoice Customer for Systems purchased upon attempted delivery of Systems or when installed, if applicable, whether a whole or partial order. Upon order, Customer will pay a down payment of 50% and remit balance of payment no later than 30 days after the date of invoice. Furthermore, Customer will pay to Ojo a late charge on any past due amounts at the rate of one and 1.5% per month or part thereof or the maximum amount permitted by law, whichever is less.
10. **Security Interest.** Customer hereby grants Ojo, and Ojo hereby retains, a purchase money security interest and lien on the Systems, wherever located, and all replacements or proceeds of the Systems, until the invoice for the applicable Systems is paid in full, including any late charges and costs of collection. Customer consents to Ojo's use of these Terms and Conditions, as well as System invoices, as financing statements for protecting this security interest and appoint Ojo as Customer's agent for service of process in connection therewith.
11. **Software.** Certain items of Systems may contain software or firmware ("**Software**"). Customer will acquire directly or through Ojo as a licensed dealer or distributor any third party Software necessary for the Systems. With respect to any Software owned or created by or otherwise licensed to Ojo, Ojo hereby grants to Customer a non-exclusive license to use the Software solely in conjunction with the Systems sold by Ojo for which Ojo intends it to be used, for the duration of the useful life of such Systems and subject to the terms and conditions of these Terms and Conditions. Customer will not, without the prior written consent of Ojo, (i) alter, modify, translate, or adapt any Software or create any derivative works based thereon; (ii) copy any Software; (iii) assign, sublicense or otherwise transfer the Software in whole or in part except in conjunction with the Systems; (iv) use the Software except with the Systems; or (v) use the Software in violation of the terms of any Ojo or third party license.
12. **Marketing.** Upon Ojo's request, Customer will provide a reasonably clear and evident statement on its web site to the effect that the Customer's IPVS Video Surveillance System is designed, installed and maintained, as appropriate, by Ojo. Ojo will provide the text of the statement. The statement will also include a link to Ojo's website and Ojo's logo. Customer will have a limited right to use the trademark(s) of Ojo supplied by Ojo for the specific purpose provided in this provision only. All rights and goodwill associated with any trademark(s) provided by Ojo shall remain the sole and exclusive property of Ojo. Ojo shall also have the right to identify Customer by name as a client of Ojo in Ojo's print, online and other marketing materials. Customer acknowledges that the pricing of the Systems is based on, among other matters, the marketing rights granted to Ojo pursuant to this provision.



13. **Indemnification.** Customer will indemnify, defend, and hold harmless Ojo and its affiliates partners, officers, directors, agents, employees, subsidiaries, parents, successors and assigns, against any and all losses, claims, damages and expenses (including attorneys' fees) arising out of or related to (a) Customer's modifications of, additions to and/or failure to maintain Systems; (b) Customer's breach of these Terms and Conditions; (c) Customer's omissions, misrepresentations, or negligence; or (d) any claim brought by a third party against Ojo relating to Customer's use and operation of the Systems, including without limitation any claim brought in connection with any activity, criminal or otherwise, that was or should have been monitored by the Systems or any violation of privacy.
14. **Independent Contractors.** No provision of these Terms and Conditions will, or will be deemed to, create a partnership, joint venture or other combination between Ojo and Customer. Customer and Ojo are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is, nor will claim to be, a legal representative, partner, franchisee, agent or employee of the other party.
15. **No Licenses Granted.** Except for any Software included as part of the Systems, the sale of Systems to Customer does not convey to Customer any license or any other intellectual property rights in such Systems, including but not limited to any rights under any patent, trademark, copyright, or trade secret of Ojo or any third party.
16. **Restrictions on Use and Advisories.** Customer will use the Systems furnished by Ojo solely in accordance with the supplied documentation, and Customer will not, directly or indirectly, disassemble, decompile, reverse engineer, or analyze the physical construction of, any of the Systems for any purpose. Changes to Customer's facilities or operations may affect the operation and performance of the Systems. Hours of operation, lighting, wind and motion, building vibration, unusual sources of heat or moisture, and personnel access may affect event recording time and other operating parameters. Ojo cannot and does not guarantee any level of criminal or inappropriate activity, either by the public, employees or any other party. Ojo is not responsible for damages caused by theft, vandalism, computer hacking or other criminal acts. Customer, and not Ojo, has sole responsibility for operating the Systems following installation. Certain operational features and certain support and maintenance features require continuous Internet access. Lack of Internet connectivity may affect System operation and support. Shared network operation and/or network bandwidth limitations may affect system performance. Customer is responsible for proper Internet connectivity. Alteration or removal of camera settings, physical masking, or software masking may cause portions of the System to be in violation of privacy or other applicable laws.
17. **Limited Warranty.** The procedures set forth in Section 4 shall be Customer's sole remedy against defects in the Systems. Without limiting the foregoing, Ojo provides no warranty for third party hardware or Software. Following the earlier of (a) Customer's acknowledgment and acceptance of the applicable Acceptance Test, or (b) 15 days following Customer's receipt of the Acceptance Test unless before such time Customer has notified Ojo in writing of any specific defects in the Systems, all Customer inquiries to Ojo will be billed at Ojo's then-effective standard billing rates, unless Customer has purchased from Ojo a contract for maintenance services, in which case such responses to such inquiries will be provided as described in Ojo's Maintenance Services Terms and Conditions.
18. **Remedies.** If Ojo receives written notice from the Customer describing specific defects in the Systems prior to the end of the period set forth in Section 17, Ojo will, at its option, repair or replace the specific portion(s) of the Systems that are defective. If any defect cannot be fixed or Ojo otherwise elects not to repair or replace such defect, Ojo will refund to Customer a portion of the price of the entire System appropriately reflecting the portion of the System that is inoperable as a result of such defect.
19. **NO OTHER WARRANTIES.** THE FOREGOING REPRESENTS CUSTOMER'S EXCLUSIVE REMEDY, AND OJO'S EXCLUSIVE LIABILITY, FOR ANY BREACH OF WARRANTY OR OTHER DUTY RELATED TO THE QUALITY OF SYSTEMS. OJO MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE COVERED SYSTEM OR THE DOCUMENTATION, OR ANY SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS POLICY, INCLUDING MAINTENANCE AND SUPPORT. OJO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
20. **EXCLUSIONS OF LIABILITY.** IN NO EVENT WILL OJO BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE COVERED SYSTEM OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF OJO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



21. **LIMITATIONS OF LIABILITY.** THE ENTIRE LIABILITY OF OJO FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) **WILL NOT EXCEED THREE (3) TIMES** THE PURCHASE PRICE PAID FOR THE SYSTEM WHICH IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.
22. **ALLOCATION OF RISKS.** THE PROVISIONS OF THESE TERMS AND CONDITIONS ALLOCATE RISKS BETWEEN THE PARTIES. CUSTOMER AND OJO AGREE THAT OJO'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.
23. **Excusable Delays.** Neither Ojo nor Customer will be held responsible for delays in performance or failures of performance when caused by fires, strikes, epidemics, embargoes, directions of government, or other conditions of whatsoever nature or description beyond their respective control which may delay performance or render performance commercially impracticable; provided, however, that the affected party will immediately notify the other of the condition and the expected duration thereof.
24. **Notices.** All notices pursuant to these Terms and Conditions will be in writing and will be deemed to have been duly given upon being delivered personally, or upon receipt if mailed by certified mail, return receipt requested, or sent by telegraphic communication to the other party.
25. **Entire Terms and Conditions.** These Terms and Conditions, together with the P.O. and any written schedules or attachments hereto or thereto, constitute the entire agreement between the parties with respect to the subject matter of these Terms and Conditions and supersede all prior and collateral agreements, representations, negotiations, and writings. No representation, warranty, course of dealing, trade usage, term or condition not contained or referenced in these Terms and Conditions will be binding on either party.
26. **Order of Precedence.** These Terms and Conditions will control and have precedence over the provisions of any P.O. or other document from Customer.
27. **Modification.** These Terms and Conditions may not be modified except by a writing executed by Ojo.
28. **Assignment.** Customer will not assign these Terms and Conditions, or any rights hereunder, without the prior express written approval of Ojo. Any purported assignment without such approval will be null and void.
29. **Severability.** The invalidity, in whole or in part, of any provision of these Terms and Conditions will not effect the validity or enforceability of any other provision of these Terms and Conditions.
30. **Governing Law.** Any dispute arising in connection with these Terms and Conditions will be governed by the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.
31. **Venue.** Customer consents to the exclusive jurisdiction of the courts of the State of California and the United States sitting in Alameda County, California, in respect of any legal action or proceeding related to these Terms and Conditions.
32. **Attorney's Fees.** In any litigation, arbitration or court proceeding between the parties, the prevailing party will be entitled to recover, in addition to any other amounts awarded, actual attorneys' fees and all costs of proceedings incurred in enforcing these Terms and Conditions.
33. **Faxes.** Signatures delivered via facsimile will be as binding as original signatures.



GENERAL NOTES

1. INSTALL LIGHTS
2. SBB LIGHT FIXTURE

SHORT NOTES:

1. PG&B COORDINATE A) COORDINATE WITH PG&B B) INSTALL 3" C. C) INSTALL PG&B D) INSTALL 3" C.
2. INSTALL 2" C. 2 1/2" C. 2" C. F
3. INSTALL 2" C. CONFIRM TRAIL INSTALLATION
4. INSTALL 2" C. CONFIRM TRAIL INSTALLATION
5. INSTALL 2" C.
6. INSTALL 2" C.
7. INSTALL 1" C.
- 7A. INSTALL 1" C.
- 7B. INSTALL 1" C.
8. INSTALL 1" C.
9. INSTALL 1" C.
10. INSTALL 1" C.
11. INSTALL 1" C.
12. INSTALL 2" C.

BTMA SYSTEM (PG&B)
 TYPE H SERVICE (120/240 V)
 SBB SHBBT B-4 FOR LOAD

SERVICE EQUIPMENT ENCLOSURE
 SBB SHBBT B-4 FOR DETAILS

MANDELA PARKWAY

ETTIE ST.

GATE #1 OPERATOR ON CONCRETE PAD

GATE #2 OPERATOR ON CONCRETE PAD

CARD READER/KEY PAD

TRAILER

IRR CABINET

PULL BOX (TYP)

28'-0" MH

25'-0" MH

24'-6" MH

6" x 10" BOX CULVERT

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1FO

1FP

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1FZ

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1GN

1GO

1GP

1GQ

1GR

1GS

1GT

1GU

1GV

1GW

1GX

1GY

1GZ

1HA

1HB

1HC

1HD

1HE

1HF

1HG

1HH

1HI

1HJ

1HK

1HL

1HM

1HN

1HO

1HP

1HQ

1HR

1HS

1HT

1HU

1HV

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