



## EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

### AGENDA

Board of Directors Meeting  
Bay Street Conference Room  
5616 Bay Street  
Emeryville, CA 94608  
*April 19<sup>th</sup>, 2018 at 9:00AM*

#### **Chair**

*Tim Bacon,  
City Center Realty Partners*

#### **Vice Chair**

*Geoff Sears, Wareham  
Development*

#### **Secretary**

*Betsy Cooley,  
At-Large Residential*

#### **Treasurer**

*Andrew Allen  
At-Large Business*

#### **Directors**

*Nathaniel Centeno,  
Bay Street*

*Peter Schreiber,  
Pixar*

*Genevieve Hancock,  
2100 Powell*

*Colin Osborne  
At-Large Employer  
Member*

*Ron Silberman,  
At-Large Business Member*

*Bobby Lee,  
At-Large Residential  
Member*

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the following Board of Directors Meetings (Attachment)
  - A. November 16<sup>th</sup>, 2017
  - B. January 18<sup>th</sup>, 2018
  - C. March 15<sup>th</sup>, 2018
  - D. April 4<sup>th</sup>, 2018 – Special Meeting of the Board
4. Executive Directors Report
5. Business Items
  - A. Consider Approval of Amendment 1 to Construction Contract with American Asphalt Repair and Resurfacing Co., Inc. for additional scope of work related to the new Fleet Parking Facility (Attachment)
6. Suggestions/Requests from Board Members
7. Confirm date of Next Meeting - May 17<sup>th</sup>, 2018
8. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

November 16<sup>th</sup>, 2017

1. Call to Order

*The meeting was called to order at 9:10am by Vice Chair, Geoff Sears*

*Directors Present: Geoff Sears, Nathaniel Centeno, Peter Schreiber, Colin Osborne, Bobby Lee, Betsy Cooley, Ron Silberman*

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

*Others: Diana Keena, Amber Evans (City of Emeryville)*

*Executive Director, Roni Hatstrup requested to have item 5B, moved to the bottom of the agenda.*

2. Public Comments

*None*

3. Approval of the Minutes of the September 21st, 2017 Board of Directors Meeting

*Bobby Lee motioned for approval of the minutes. Geoff Sears seconded.*

*This item was approved by a unanimous vote.*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

4. Executive Directors Report

A. BAAQMD Grant

*Roni reported that the Emeryville TMA was awarded the BAAQMD Grant in the amount of \$238,000.*

B. Status Update on Current Site Lease & Potential Short Term Site Option

*Roni informed the Board that the TMA received formal notice from LBA that our lease will terminate on April 15th, 2018. Roni recommend discontinuing the trailer swap project due to the unavailability of site space. Additionally, staff is currently working through some options for a short term site with Novartis. Roni has also approved a scope and budget for BKF to prepare site plan for Novartis lot and will engage Jeff Leehouts of Cassidy Turnley to seek office space availability.*

C. Status Update on Potential Bus Yard at Caltrans Site on Mandela Parkway

*The Mandela site is going forward, pending the Caltrans encroachment permit. Roni noted that she expected to receive the permit in the 2<sup>nd</sup> or 3<sup>rd</sup> week of December.*

E. Summary of discussion at B-PAC Committee meeting

*Roni provided a debriefing on the City B-PAC committee meeting. The discussion highlighted various priority designated corridors (including transit and bike corridors) creating a segway into the City's proposed plan for the 40th Street Bridge. Details included the removal of the buffer zone to allow for a second lane, which would be designated for transit use only during the peak period. Various comments of the committee included:*

- *A transit only lane to improve transit performance along the corridor.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

November 16<sup>th</sup>, 2017

- *A transit only lane be considered further down the 40th street corridor towards San Pablo.*
- *Concerns of bike/pedestrian safety if the buffer zone is removed.*

*The Board agreed to have Roni provide a letter of support for the proposed 40<sup>th</sup> Street Bridge concept.*

E. Security Issues

*Roni proposed hiring a private security firm to oversee MacArthur BART. There is increased concern over the safety of riders and drivers, due to the significant number of homeless riders and the recent incident that occurred at the bus yard and Berkeley Bowl. She proposed hiring added security to monitor the the shuttle zone at MacArthur BART.*

*The Board directed staff to solicit credible recommendations for security firms and also reach out to the Emeryville PD for further direction.*

*No action was taken.*

F. Emeryville Parking Management Workshop

*Amber Evans from the City's Community Economic Development Coordinator, presented details of the City's grant to install parking meters, residential and business permits. Flyers noting the next City meeting on parking management, were distributed.*

*Geoff suggested that uncontrolled free parking be taken off the street at commute times and requested the Board to come up with other recommendations and report back to Roni at the December Board meeting.*

*No action was taken.*

5. Business Items

A. Review and consider approval of 2018 Budget (Attachment)

*Bobby Lee motioned for approval of the 2018 Budget. Peter Schreiber seconded.*

*This item was approved by a unanimous vote.*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

B. Presentation of 2017 Rider Survey Results (Power Point Presentation)

*Roni summarized the results of the EGR Rider Survey to the Board. The data revealed that the majority of riders are very satisfied with the Emery Go-Round service.*

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*No action was required.*

C. Review of Third Quarter Financial & Performance Reports (Attachment)

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

November 16<sup>th</sup>, 2017

*Roni reported to the Board that the ETMA financials are trending under budget and that ridership continued to trend lower than the prior year.*

*The Board directed staff to include average route travel times on the next operations performance report.*

*No action was required.*

D. Authorize Commitment of Funding Match for GPS Emitter Project (Attachment)

*Roni presented the City's grant application for a proposed project to install new GPS emitters onto EGR buses. The application would include a funding match from the ETMA in the amount of \$10,750.*

*Geoff moved to approve the authorization, on condition that staff work with the City to ensure the technology will be fully rolled out and working in a reasonable timeline. Bobby Lee seconded*

*This item was approved by a unanimous vote.*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

6. Suggestions/Requests from Board Members

*The Board directed Management to write a reminder letter to the City asking what they plan to do this season for Holiday mitigation traffic. Individual Board members are also addressing their corporate traffic mitigation strategies as well.*

7. Confirm Date of Next Meeting

*The meeting date of December 21st, 2017 at 9:00AM, was confirmed.*

8. Adjournment

*The meeting was adjourned at 10:54AM.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

January 18<sup>th</sup>, 2018

1. Call to Order

*The meeting was called to order at 9:07am by Vice Chair, Geoff Sears*

*Directors Present: Geoff Sears, Colin Osborne, Bobby Lee, Betsy Cooley, Ron Silberman*

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

*Others: Ken Bukowski*

*Vice Chair, Geoff Sears requested to have the Executive Directors Report moved to the bottom of the agenda and move items 6F, 6G and 6H to follow 6B.*

2. Closed Session

A. Summary of Executive Director Performance Review by Ad-hoc Committee Chair.

B. Review and Discuss Proposal from Gray-Bowen-Scott for 2018

*Closed session ended at 9:15AM*

3. Public Comments

*None*

4. Approval of the Minutes of the November 16<sup>th</sup> Board of Directors Meeting

*This item was skipped*

5. Executive Directors Report

A. Status Update on Current Site Lease & Potential Short Term Site Option.

*This item was discussed in section 6, item H.*

B. Status Update on Caltrans Mandela site.

*Management obtained the necessary permit from Caltrans to begin surveying the Mandela site.*

*The goal is to complete the site survey by February when Caltrans plans to bring the site to auction.*

C. 2018 Calendar of Actions.

*Roni directed the Board to the Calendar of Actions attachment. Some items are subject to change.*

6. Business Items

A. Review and consider approval of Shuttle Operations & Maintenance Agreement with MV Transportation, Inc. to extend the term of services three years to December 31<sup>st</sup>, 2020.

*Roni reviewed the proposed 2018 MV Shuttle Operations and Maintenance Agreement. Roni noted the increase in both fixed and variable costs as a result of driver compensation and benefit increases, per the collective bargaining agreement currently under negotiation with the operators union.*

*Roni further noted that the Bayer Mid-Day shuttle scope of work and operating hours were added to the West Berkeley Shuttle price pages.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

January 18<sup>th</sup>, 2018

*The cost form changes are highlighted in the attached Staff Report. The purpose of changes include more staff time, road supervisors and Syncromatics time.*

*Lastly, Roni noted that an Amendment to the Professional Services Agreement with the City for the 8 to Go service was anticipated to cover the increase in operating costs.*

*Betsy Cooley motioned for approval, Bobby Lee seconded.*

*This item was approved by a unanimous vote.*

*AYE: 5*

*NAY: 0*

*ABSTAIN: 0*

**B. Consider Approval of Professional Services Agreement Gray Bowen Scott for continued Executive Director & Agency Administration Services.**

*Roni presented the proposed service plan for 2018, noting the anticipated efforts to secure a both a short-term and long-term operations facility. Roni further noted that her team would continue coordination efforts with Syncromatics to further refine real-time tracking system predictions and reporting. Lastly, Roni noted the additional efforts would result in a total contract increase of 5% from 2017 services, which was included in the 2018 Budget adopted by the Board*

*Bobby Lee motioned for approval, Vice Chair, Geoff Sears seconded.*

*This item was approved by a unanimous vote.*

*AYE: 5*

*NAY: 0*

*ABSTAIN: 0*

**C. Review and Consider Approval of Amendment #1 to Professional Services Agreement with John S. Towner, Jr. for continued Bookkeeping and Accounting Services.**

*Bobby Lee motioned for approval, Colin Osborne seconded. Geoff Sears was absent for the vote, therefore abstained.*

*This item was approved by a vote of 4 with 1 abstention.*

*AYE: 4*

*NAY: 0*

*ABSTAIN: 1*

**D. Review and Consider Approval of Amendment #3 to Professional Services Agreement with BFK Engineering Services.**

*Roni requested an extension of the BKF term ending date to December 31<sup>st</sup>, 2018.*

*Colin Osborne motioned for approval, Ron Silberman seconded. Geoff Sears was absent for the vote, therefore abstained.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

January 18<sup>th</sup>, 2018

*This item was approved by a vote of 4 with 1 abstention.*

*AYE: 4*

*NAY: 0*

*ABSTAIN: 1*

- E. Review and Consider Approval of Engagement Letter with Low Accountancy for Audit Services. (Attachment)

*Colin Osborne motioned for approval, Betsy Cooley seconded. Geoff Sears was absent for the vote, therefore abstained.*

*This item was approved by a vote of 4 with 1 abstention.*

*AYE: 4*

*NAY: 0*

*ABSTAIN: 1*

- F. Review and Consider Approval of Transportation Agreement with the Berkeley Gateway Transportation Management Association for Continued Shuttle Operation Services for the West Berkeley and Bayer Mid-Day Shuttle. (Attachment)

*Roni presented the changes to the Transportation Agreement, noting the addition of the Bayer Mid-day Shuttle, as well as the proposed transition to quarterly invoicing to reduce administrative time for invoice processing and to ensure funds are received in a timely manner.*

*Ron Silberman motioned for approval, Bobby Lee seconded.*

*This item was approved by a unanimous vote.*

*AYE: 5*

*NAY: 0*

*ABSTAIN: 0*

- G. Vehicle Acquisition (Attachment)

1. Review and Consider Approval of the Buyers Order Contract for the Acquisition of four (4) 40' StarCraft AllStar Cutaway Shuttles.
2. Authorize Executive Director to execute lease agreements for a 60 month term at 7.14% interest.

*The Board Directed staff to shop around for better interest rates and come back to the Board at the next meeting with a comparison table of rates.*

*No action was taken on this item.*

- H. Authorize Executive Director to Execute Lease Agreements for Office Space and Bus Parking Facilities at the Direction and Approval of the Bus Yard Committee.

*Geoff recommended staff schedule a special meeting of the Board when the lease agreement becomes available for Board consideration.*

*No action was taken on this item.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

January 18<sup>th</sup>, 2018

- I. Adopt Resolution 18-01 to Establish the Date, Time and Location of the 2018 Annual Membership Meeting. (Attachment)

*Bobby Lee motioned for approval, Betsy Sears seconded.*

*This item was approved by a unanimous vote.*

*AYE: 5*

*NAY: 0*

*ABSTAIN: 0*

- J. Appoint Audit Review Committee. (Attachment)

*Roni asked Board members to volunteer to serve on Audit Review Committee.*

*Given that only 4 Directors were present, the Board directed Management to reach out to all Directors with a request for volunteers.*

*No action was taken on this item.*

- K. Fourth Quarter Financial & Performance Reports. (Attachment)

*Roni reported that the ETMA fell well below budget due to a higher fleet budget than purchased. Fuel costs also remain low resulting in significant saving.*

*December performance was affected due to heavy construction throughout the City and Holiday traffic issues. Roni will work with City Engineer, to coordinate options and refine measures for next year.*

*Roni noted that Ridership was down significantly from prior years. Roni agreed that automated passenger counters would be beneficial to track ridership, however, noted that the manual counts are trending consistently from month to month. Roni noted her assumption for the reduced ridership being a factor of both the availability of Uber and Lyft as well as the increase in traffic congestion and travel time.*

7. Suggestions/Requests from Board Members

*No suggestions*

8. Confirm Date of Next Meeting

*The meeting date of March 15<sup>h</sup>, 2018 9:00AM was confirmed.*

9. Adjournment

*The meeting was adjourned at 10:57AM*



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

March 15<sup>th</sup>, 2018

1. Call to Order

*The meeting was called to order at 9:11am by Vice Chair, Geoff Sears*

*Directors Present: Geoff Sears, Colin Osborne, Tim Bacon, Bobby Lee, Betsy Cooley, Nathaniel Centeno, Peter Schreiber*

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

*Others: Diana Keena (City of Emeryville)*

2. Public Comments

*None*

3. Approval of the Minutes of the January 18th, 2018 Board of Directors Meeting

*No action taken.*

4. Executive Directors Report

A. Status Update on Relocation of Emery Go-Round Operations Facility

*Roni provided a status update on the facility relocation, noting that she had just received the sublease agreement for the proposed office space.*

B. Status Update on Caltrans Mandela site.

*Roni informed the Board that she had received the first draft conceptual site plan from BKF Engineers and that she would shift her focus on the Mandela site once the facility relocation was completed.*

C. Request for Audit Subcommittee Volunteers

*Tim Bacon and Nathaniel Centeno volunteered to serve on the committee. Staff to follow up with Directors, not present at the meeting, to request a volunteer.*

5. Business Items

A. Vehicle Acquisition

*Roni briefed the Board on the loan options from various banks and noted that West America Bank had the most favorable rate of 5%. Roni further noted that West America Bank could potentially offer a 3.5% rate if a bank account was opened and minimum amount of funds was deposit. Tim Bacon expressed interest in the 3.5% option proposed by West America Bank.*

*Geoff Sears moved to approve the purchase of the 4 buses, as stated, and authorized the Chair, Tim Bacon to make the final selection on the financing option with the Executive Director. Peter seconded the motion.*

*This item was approved by a unanimous vote.*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

B. Review and Consider Approval of Office Sublease. (Attachments Forthcoming)

*The initial office lease draft was received for 1144 65<sup>th</sup> Street. Roni summarized the lease details with the Board, noting the cost per square foot of \$2.25 and the term through April 30<sup>th</sup>, 2020.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

March 15<sup>th</sup>, 2018

*Geoff Sears motioned for approval, contingent on approval of the final sublease agreement by the Board Chair. Betsy Cooley seconded the motion.*

*This item was approved by a unanimous vote.*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

C. Review and Consider Approval of License Agreement with Novartis Vaccines and Diagnostics, Inc. (Attachment)

*Roni presented a draft of the license agreement with Novartis, noting the terms of the agreement. Details regarding bus washing, hazardous material and insurance language in the draft are being worked out. The Board directed Roni to have the ETMA attorney review the agreement with respect to the insurance language.*

*Betsy Cooley moved to approve this item, contingent on final approval of the license agreement by the Board Chair. Geoff Sears seconded.*

*This item was approved by a vote of 6 with 1 abstention from Colin Osborne.*

*AYE: 6*

*NAY: 0*

*ABSTAIN: 1*

D. Review and Consider Approval of Amendment #4 to Professional Services Agreement with BKF Engineers to increase compensation limits for additional scope of work to finalize design plans and to participate in the contract bid process for the proposed improvements at the Novartis lot.

*Roni informed the Board that she issued a notice to proceed to BKF to finalize the site plan for construction bids and City permitting.*

*Geoff Sears motioned for approval. Betsy Cooley seconded.*

*This item was approved by a unanimous vote*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

6. Suggestions/Requests from Board Members

*The Board directed Roni to provide a calendar of steps to follow in order to get the Mandala Site ready in two years.*

7. Confirm Date of Next Meeting

*The meeting date of April 19<sup>th</sup>, 2018 9:00AM was confirmed.*

8. Adjournment

*The meeting was adjourned at 10:11AM*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Special Meeting of the Board of Directors

April 4<sup>th</sup>, 2018

1. Call to Order

*The meeting was called to order at 11:05AM by Board Chair, Tim Bacon*

*Directors Present: Tim Bacon, Betsy Cooley, Nathaniel Centeno, Genevieve Hancock, Ron Silberman, Bobby Lee.*

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

*Others: None.*

2. Public Comments

*None*

3. Business Items

A. Review and Consider Approval of Lease Agreement with Hollis General Partnership for Office Space located at 1601D 63<sup>rd</sup> Street in the City of Emeryville

*Roni presented the final draft lease agreement and noted the financial terms were identical to the terms proposed for the space previously identified on 65<sup>th</sup> Street. Roni noted the purpose for relocating to the 63<sup>rd</sup> Street space was the ease of access, relative to the space on 65<sup>th</sup> Street.*

*Nathaniel Centeno suggested adding a modification to the language regarding the installation of the safety railing to install to code. Ron Silberman indicated that request may compromise the ability to finalize the lease and noted that the terms were very favorable to the ETMA.*

*Nathaniel Centeno motioned for approval of the lease agreement. Betsy Cooley seconded.*

*This item was approved by a unanimous vote.*

*AYE: 6*

*NAY: 0*

*ABSTAIN: 0*

4. Adjournment

*The meeting was adjourned at 11:30 AM.*

## CONSTRUCTION CONTRACT

THIS CONTRACT, was made this 6<sup>th</sup> day of April, 2018, by and between the EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION, a California non-profit corporation ("ETMA") and American Asphalt Repair and Resurfacing Co., Inc. ("Contractor").

WHEREAS, the ETMA desires to retain a contractor re-stripe the Emery Go-Round parking facility located at 4555 Horton Street in the City of Emeryville.

WHEREAS, the Contractor desires to furnish such work.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials and equipment required to complete the restriping of the parking lot, which is more particularly described in the site plan, which is attached as Exhibit A and incorporated herein.
2. **TIME OF COMPLETION.** Contractor shall complete all of the work called for under this Contract no later than 7:00PM on April 14, 2018.
3. **COMPENSATION.** The Contractor shall furnish and install the equipment and faithfully perform all of the work required under this Contract for a total sum not to exceed nine thousand one hundred ninety dollars (\$9,190), as more particularly described in the cost proposal attached and incorporated as Exhibit B ("Total Contract Price"). The Total Contract Price shall include any and all costs for materials, labor, subcontractors, insurance, taxes, delivery, profit and any other element of expense or compensation arising out of the work performed hereunder.
4. **MANNER OF PAYMENT.** Contractor shall submit invoice to ETMA upon completion of work. ETMA shall render payment within thirty (30) days of receipt of invoice.
5. **CHANGES.** The ETMA may, at any time, by written order, make changes within the scope of work described in this Contract. If such changes cause an increase in the budgeted cost or the time required for the performance of the agreed upon work, an equitable adjustment as mutually agreed upon shall be made in the compensation and/or schedule of performance. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work and result in an adjustment in the amount of compensation or time required for performance of the work specified herein, Contractor shall so advise the ETMA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation and/or schedule resulting therefrom. Such notice shall be given the ETMA prior to the time that Contractor performs work related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Contract prior to implementation of such changes.
6. **TERMINATION.** In the event Contractor breaches the terms of the Contract, the ETMA may immediately terminate the Contract and shall pay Contractor only its allowable costs to the date of termination. In the event of termination, Contractor shall cooperate with the ETMA's reasonable instructions to terminate the work and furnish requested materials and records.

7. **INSPECTION OF SITE OF WORK.** Contractor shall examine carefully the site of work and shall inform itself of the conditions relating to the execution of the work. If the Contractor does not inspect the site, the Contractor is responsible for all site conditions had the Contractor performed a reasonable site inspection.

8. **RESPONSIBILITY: INDEMNIFICATION.** Contractor shall indemnify, defend, keep and save harmless the ETMA, and its directors, officers, members, agents and employees as well as the owner of the parking facility, Novartis Vaccines and Diagnostics, Inc. and their managing agent against any and all liability, damages, costs, claims or actions, including reasonable attorneys fees and charges, arising out of any injury to persons or property that may occur, or that be alleged to have occurred, in the course of the performance of this Contract by the Contractor caused by any act or omission of the Contractor or its employees, subcontractors or agents. Contractor further agrees if any judgment be rendered against ETMA or any of the other individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same. This indemnification obligation shall survive the termination or suspension of this contract.

9. **INSURANCE.**

Contractor also shall procure and maintain at all times during the performance of this Contract, the following insurance coverages, on a primary and non-contributory basis, with insurers which are eligible to do business in the State of California and which are rated at least A- VIII in Best's Key Rating Guide. Any deductibles associated with the required insurance coverage set forth below will be assumed by Licensee's contractors at its sole cost:

A. **Commercial General Liability Insurance.** Including a per each occurrence amount of Five Million Dollars (\$5,000,000) and a Five Million Dollar (\$5,000,000) aggregate. The limit required may be achieved by the combination of general liability and umbrella/excess liability. Any umbrella/excess coverage excess of the underlying CGL, Auto liability and employer's liability insurance.

B. **Workers' Compensation.** Including occupational disease, in conformance with the laws of the State of California and Federal laws where applicable and Employers' Liability Insurance, which shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

C. **Employers Liability Insurance.** In the amount of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease for each employee, and \$1,000,000 bodily injury and bodily injury by disease in the policy aggregate;

D. **Comprehensive Automobile Liability Insurance.** Covering all automobiles owned, hired, or leased by Contractor with a limit of One Million Dollars (\$1,000,000) for each accident.

With respect to coverages under Subsections B and C above, inclusion of ETMA as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and ETMA in the same manner as though a separate policy had been issued to each. These requirements shall not operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. The policies of insurance required to be maintained by contractor (except for workers' compensation and employer's liability insurance) shall name ETMA, Novartis

Vaccines and Diagnostics, Inc. (Novartis), and their respective directors, officers, employees and agents as additional insureds. The Insurer(s) shall endorse that its policy(-ies) is primary Insurance and it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering ETMA or Novartis.

Prior to commencement of work hereunder, Contractor shall deliver to ETMA Certificate(s) of Insurance which shall indicate compliance with all the insurance requirements above and shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to ETMA and Novartis. Original or duplicate policies evidencing the addition of such parties as additional insureds shall be delivered to ETMA or Novartis within 10 days following a request.

**10. FINAL INSPECTION AND ACCEPTANCE.** Upon notice from the Contractor that the work has been completed, the ETMA will make a final inspection and provide the Contractor with written notice of final acceptance, if it is determined that the work meets the Contract requirements, or instructions to promptly fix defective work identified at Contractor's sole expense.

**11. GUARANTY OF WORK.** Contractor warrants to the ETMA that all materials and equipment furnished under the Contract will be of good quality and new, that the work will be free from defects in material or workmanship, and that the work will conform to the requirements of the Contract. Work not conforming to the Contract requirements may be considered defective.

If, within one (1) year after the date of final acceptance of the work by the ETMA, any of the work is found to be defective, the Contractor shall correct it promptly after written notice from the ETMA to do so and pay for any damage to other property resulting from the defective work. If the Contractor fails to correct the defective work, the ETMA may correct it at the Contractor's expense. Work that is corrected shall be subject to a one-year warranty obligation, commencing on the date the work is corrected.

The requirements of this section relate only to the specific obligation to correct defective work and nothing in this section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract.

**12. LIQUIDATED DAMAGES.** If the Contractor fails to complete the work within the time limit set forth herein, or as may be modified in accordance with this Contract, damage will be sustained by the ETMA and it will be impracticable and difficult to ascertain the actual damage the ETMA will sustain in the event of such delay. It is therefore agreed that Contractor shall pay liquidated damages for delay (not as a penalty) in the amount of \$100 per day until the work is completed. Contractor agrees to pay these liquidated damages, and further agrees that the ETMA may deduct this amount from monies due or that may become due Contractor if not paid within seven (7) days of demand by the ETMA.

The Contractor will be granted an extension of time and will not be assessed liquidated damages for any delay in the completion of the work caused by unforeseeable causes beyond Contractor's reasonable control and without fault of the Contractor as determined by the ETMA. Contractor shall notify ETMA, in writing, within twenty four (24) hours from the beginning of such delay specifying the nature of the delay and the number of days delayed. Failure to submit written

notice shall constitute an absolute waiver of any claim for an extension of time and shall be sufficient cause for denial of a request for an extension.

13. **COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the work. In the event Contractor fails to comply with these requirements, the ETMA may stop any work until such noncompliance is remedied. No part of the time lost due to any such cessation of the work shall be made the subject of a claim for an extension of time or increase in the compensation.

14. **CONTRACTOR'S STATUS.** Neither Contractor nor any party contracting with the Contractor shall be deemed an agent or employee of the ETMA. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for Contractor shall be one solely between said parties.

15. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of ETMA.

16. **RECORDS.** During the term of this Contract, Contractor shall permit representatives of ETMA to have access to, examine and make copies, at ETMA's expense, of its books, records and documents relating to this Contract at all reasonable times.

17. **ETMA WARRANTIES.** The ETMA makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

18. **ETMA REPRESENTATIVE.** Except when approval or other action is required to be given or taken by the Board of Directors of the ETMA, the Executive Director of the ETMA, or the Executive Director's designee, shall represent and act for the ETMA.

19. **NOTICES.** All notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the ETMA: Emeryville Transportation Management Assn.  
c/o Gray Bowen Scott  
1211 Newell Avenue, Suite 200  
Walnut Creek, CA 94596

ATTENTION: Roni Hattrup, Executive Director

If to the Contractor:

American Asphalt  
24200 Clawitter Rd.  
Hayward CA 94545

ATTENTION:

Steve Aguirre, COO

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

20. **ATTORNEYS' FEES.** If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

21. **APPLICABLE LAW.** This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

22. **BINDING ON SUCCESSORS.** All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

**ETMA**

**CONTRACTOR**

By: 

Name: Veronica 'Roni' Hatrup

Title: Executive Director

By: 

Name: Steve Aguirre

Title: C.O.O.



**AMENDMENT TO CONSTRUCTION CONTRACT BETWEEN  
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND AMERICAN ASPHALT  
REPAIR AND RESURFACING CO., INC.**

**THIS AMENDMENT NO. 1** ("Amendment") is to the contract dated April 6<sup>th</sup>, 2018 between the Emeryville Transportation Management Association, a California non-profit corporation, ("MTMA"), and American Asphalt Repair and Resurfacing Co., Inc. ("Contractor")

**RECITALS**

WHEREAS, ETMA retained Contractor for the sealing, striping and signage of the new fleet parking facility located at 4555 Horton Street; and

WHEREAS, ETMA wishes to amend Section 3 of the contract to increase the compensation amount by \$2,950 for additional scope of work, which is described in Exhibit A, attached.

NOW, THEREFORE, BE IT MUTUALLY AGREED that not to exceed limit listed under Section 3 of the Agreement be amended to \$12,140.

IN WITNESS WHEREOF, the MTMA and Contractor have executed Amendment No. 1 to this Contract on the \_\_\_ day of \_\_\_\_\_ 2018.

EMERYVILLE TRANSPORTATION  
MANAGEMENT ASSOCIATION

CONTRACTOR

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

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

24200 Clawiter Road  
P.O. Box 3367  
Hayward, CA 94540



Tel: (510) 723-0280  
Fax: (510) 723-0292  
License No. 439591

Date: 4/5/2018

Proposal #: PR-13971

## American Asphalt Repair & Resurfacing Co., Inc.

Estimator: Alex Christianson  
Cell: (510) 501-0313  
alex@americanasphalt.com

### Proposal & Contract

<b>Client:</b> Gray-Bowen-Scott Veronica Hattrup 1676 N. California Blvd., Suite 400 Walnut Creek, CA 94596 roni@graybowenscott.com Phone: 925-899-4246	<b>Property Address:</b> 4555 Horton Street Emeryville, CA 94608 <b>Project Name:</b> 4555 Horton Street Seal & Stripe 2018 Including 2nd Coat on Stall Areas
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Sq Ft.	Scope of Work	Unit	Total
	Seal Coating 2nd Coat Over Existing Striping:  Apply a second of seal in all areas where there is existing striping.  Note: Prices are based on completion at the same time as original seal coat project.	L/S	\$2,100.00
	Total Bid		\$2,100.00

#### PAYMENT TO BE MADE AS FOLLOWS:

**NET UPON COMPLETION**

As a California Contractor, work is warranted against failure due to poor workmanship or faulty material, for a period of 1 year.

However, we will offer a **THREE-YEAR WARRANTY** provided payment is made per terms. Non-payment per terms voids the extended warranty.

**ACCEPTANCE OF PROPOSAL** All the terms and conditions set forth on the reverse side of this Proposal and Contract are incorporated herein by reference and have been read and understood by the undersigned. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Prices quoted are valid for 30 days.

\_\_\_\_\_  
Authorized Customer Signature      Date

\_\_\_\_\_  
American Asphalt Signature      Date

1. As part of this contract, American Asphalt R&R Co., Inc., is the "Contractor" and the client listed is the "Owner."
2. **NOTICE TO OWNER:** (Section 7019-Contractors License Law): under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. "Under the law you may protect yourself against such claims by filing, before such work or improvement, an original contract for the work or improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar, Contractor's State License Board, 3132 Bradshaw Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
3. Your attention is directed to sections 3097, 3098 and 3111, California Civil Code which requires us to notify you by way of a California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or materials furnished, or to be furnished, the improved property (which is described hereon) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.
4. **CHANGES IN WORK SCOPE:** Owner may not require Contractor to perform extra or change-order without providing written authorization prior to the commencement of work covered by the new change order. A Change Order, relative to specific change order work, shall be incorporated into the Contract and shall become part of Contract only if it is in writing and signed by the Parties prior to the commencement of any work covered by the Change Order. Each Change Order shall be subject to the terms and provisions of the Contract.
5. **HIDDEN CONDITIONS:** The Contractor shall not be obligated to perform any work to correct damage caused by any hidden conditions including, but not limited to, unknown subsurface conditions, code upgrades, unforeseen construction deficiencies, etc. unless expressly included in the written specifications of Work.
6. The Contractor, at its own cost and expense, shall procure and maintain during the continuance of this contract, a policy of worker's compensation or employer's liability insurance for protection of the employees, including executive, managerial and supervisory employees, engaged in work on the project.
7. **OWNER RESPONSIBILITIES:** Owner will point out and warrant the property lines to Contractor; Owner shall take all responsibility for entering and being on Project being worked upon by Contractor during the course of Project; Owner will be responsible for obtaining permission, whenever and wherever necessary during the course of Project, from the appropriate parties or authorities with respect to performing operations on or from adjoining properties.
8. At owner's own cost and expense, shall procure promptly after execution of this contract, and maintain during the continuance of this contract, a policy of fire insurance with course of construction, vandalism, and malicious mischief clauses attached, insuring the project and all materials delivered to the site of the project, for their full insurable value, with loss thereunder payable to owner and Contractor as their interest may appear.
9. **LATE PAYMENTS:** If Owner fails to make payments to Contractor in accordance with the Contract, Owner agrees to pay Contractor a late charge equal to the rate of 1 ½% per mo. Or 18% per annum on such payments owing until paid.
10. **PERMIT FEES, TAXES:** Unless otherwise provided in the Contract, Owner shall reimburse Contractor for all sales taxes which are legally enacted on the date of the Contract, any permits, and any inspections necessary for the proper execution and completion of Work.
11. **ADA:** Contractor is not a certified ADA consultant and makes no representation regarding whether any portion of the Work is in compliance with the ADA. Contractor recommends that Owner engage an ADA consultant to evaluate all planned work for ADA compliance. Owner agrees that Contractor shall have no responsibility for ADA compliance relating to its work.
12. **INDEMNIFICATION:** To the extent caused by the willful misconduct and active or sole negligence of Contractor, or Contractor's agents or independent contractor, Contractor shall indemnify, defend, release and hold harmless Owner from and against all claims, demands or liabilities for damages, losses or expenses, including but not limited to attorneys' and consultants' fees, costs and expenses, arising out of Contractor's work on the Project and resulting in death or bodily injury, injury to property, tangible or otherwise, including the loss of use resulting therefrom, other than Project itself.

Unless caused by Contractor's active or sole negligence or willful misconduct, Owner shall indemnify, defend, release and hold harmless Contractor, Contractor's employees, agents, and independent contractors who are directly responsible to Contractor from and against all claims, demands or liability for damages, losses or expenses, including but not limited to attorneys' and consultants fees, costs and expenses, arising out of or encountered in connection with the Project to such extent as not in contradiction of the preceding paragraph pertaining to the indemnity obligations of Contractor.

The obligations of Owner and Contractor under this Paragraph entitled "Indemnification" shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or subcontractors under workers' compensation acts, disability benefit acts or other employee benefits, insurance required under the Paragraph entitled "INSURANCE", or whether the matters as to which the indemnification apply arise during the course of or after completion of Project and shall apply regardless of Contractor's or Owner's breach of the Contract, and nothing shall be deemed to abridge the rights, if any, of Owner and Contractor seek contributions where appropriate and shall extend to matters occurring and/or arising after completion of Project and/or the termination and/or conclusion of the Contract, as well as during the indemnity, hold harmless, defense and release provided to Contractor, in any term or provision of the Contract, is not to the exclusion or prohibition of any other remedy or course of action as all such remedies are cumulative and are separately and individually, as well as jointly enforceable.
13. **WARRANTY:** For a period of one year following the date of substantial completion of Work, Contractor guarantees the Work against original defects of material and workmanship and agrees to mitigate, at its own cost, any Work which does not conform to the Contract or meet the standards of the industry, and remedy any defects resulting from faulty materials or workmanship which become evident, excluding any changes caused by normal settling and shrinkage. However, we will offer a three year warranty provided payment is made per terms. Non-payment per terms voids the extended warranty.

If set out in the Contract, Contractor agrees to sealcoat the asphalt pavement with the product specified herein. The sealcoat product used will meet or exceed the specification. The intended use of sealcoating materials is to resurface existing asphalt pavements and is not intended to restore badly cracked or broken base pavement nor permanently seal cracks subject to base movement. Cracks sealed or filled may open again.

Contractor is not liable for cracks which will occur in the new pavement surface due to earth movement, soil expansion, soil contraction or tree roots. This applies to all new asphalt and concrete surfaces.
14. **VENUE:** In the event of the commencement of legal proceedings alleging violations of the terms of the Contract, Alameda County, California shall be deemed the appropriate venue (unless Project is located in another County in which event that County shall be appropriate for the enforcement of mechanic lien rights) for the litigation due to, but not limited to, the fact that payment to Contractor is to be made in Alameda County, California and/or this the Contract is deemed to have been entered into in Alameda County, California.
15. **DISPUTES:** If either party becomes involved in any litigation arising from or relating to this contract or the performance of it, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees.
16. **TIME OF THE ESSENCE:** All time limits stated in this contract are of the essence to this contract, and failure to comply with this provision shall be a material breach of this contract. Unless otherwise expressly stated, all references in this contract to days mean calendar days.

24200 Clawiter Road  
P.O. Box 3367  
Hayward, CA 94540



**American Asphalt**  
Repair & Resurfacing Co., Inc.

EXHIBIT A  
Tel: (510) 723-0280  
Fax: (510) 723-0292  
License No. 439591

Date: 4/13/2018

Proposal #: PR-13971

Estimator: Alex Christianson  
Cell: (510) 501-0313  
alex@americanasphalt.com

**Proposal & Contract**

<b>Client:</b> Gray-Bowen-Scott 1676 N. California Blvd., Suite 400 Walnut Creek, CA 94596 roni@graybowenscott.com Phone: 925-899-4246	<b>Property Address:</b> 4555 Horton Street Emeryville, CA 94608 <b>Project Name:</b> 4555 Horton Street Seal & Stripe 2018 Option for Blacking Out Existing Paint Markings
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Sq Ft.	Scope of Work	Unit	Total
	Blacking Out Existing Paint Markings:  Black out all existing parking lot stalls, lines, and hatches with black traffic grade paint.	L/S	\$850.00
	Total Bid		\$850.00

**PAYMENT TO BE MADE AS FOLLOWS: NET UPON COMPLETION**

As a California Contractor, work is warranted against failure due to poor workmanship or faulty material, for a period of 1 year. However, we will offer a **THREE-YEAR WARRANTY** provided payment is made per terms. Non-payment per terms voids the extended warranty.

**ACCEPTANCE OF PROPOSAL** All the terms and conditions set forth on the reverse side of this Proposal and Contract are incorporated herein by reference and have been read and understood by the undersigned. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Prices quoted are valid for 30 days.

_____ Authorized Customer Signature      Date	_____ American Asphalt Signature      Date
--	---

1. As part of this contract, American Asphalt R&R Co., Inc., is the "Contractor" and the client listed is the "Owner."
2. **NOTICE TO OWNER:** (Section 7019-Contractors License Law): under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. "Under the law you may protect yourself against such claims by filing, before such work or improvement, an original contract for the work or improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar, Contractor's State License Board, 3132 Bradshaw Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
3. Your attention is directed to sections 3097, 3098 and 3111, California Civil Code which requires us to notify you by way of a California Preliminary Notice "that if bills are not paid in full for labor, services, equipment or materials furnished, or to be furnished, the improved property (which is described hereon) may be subject to liens." This statement is applicable to private work only. This is not a reflection on the integrity of you or any contractor or subcontractor.
4. **CHANGES IN WORK SCOPE:** Owner may not require Contractor to perform extra or change-order without providing written authorization prior to the commencement of work covered by the new change order. A Change Order, relative to specific change order work, shall be incorporated into the Contract and shall become part of Contract only if it is in writing and signed by the Parties prior to the commencement of any work covered by the Change Order. Each Change Order shall be subject to the terms and provisions of the Contract.
5. **HIDDEN CONDITIONS:** The Contractor shall not be obligated to perform any work to correct damage caused by any hidden conditions including, but not limited to, unknown subsurface conditions, code upgrades, unforeseen construction deficiencies, etc. unless expressly included in the written specifications of Work.
6. The Contractor, at its own cost and expense, shall procure and maintain during the continuance of this contract, a policy of worker's compensation or employer's liability insurance for protection of the employees, including executive, managerial and supervisory employees, engaged in work on the project.
7. **OWNER RESPONSIBILITIES:** Owner will point out and warrant the property lines to Contractor; Owner shall take all responsibility for entering and being on Project being worked upon by Contractor during the course of Project; Owner will be responsible for obtaining permission, whenever and wherever necessary during the course of Project, from the appropriate parties or authorities with respect to performing operations on or from adjoining properties.
8. At owner's own cost and expense, shall procure promptly after execution of this contract, and maintain during the continuance of this contract, a policy of fire insurance with course of construction, vandalism, and malicious mischief clauses attached, insuring the project and all materials delivered to the site of the project, for their full insurable value, with loss thereunder payable to owner and Contractor as their interest may appear.
9. **LATE PAYMENTS:** If Owner fails to make payments to Contractor in accordance with the Contract, Owner agrees to pay Contractor a late charge equal to the rate of 1 ½% per mo. Or 18% per annum on such payments owing until paid.
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12. **INDEMNIFICATION:** To the extent caused by the willful misconduct and active or sole negligence of Contractor, or Contractor's agents or independent contractor, Contractor shall indemnify, defend, release and hold harmless Owner from and against all claims, demands or liabilities for damages, losses or expenses, including but not limited to attorneys' and consultants' fees, costs and expenses, arising out of Contractor's work on the Project and resulting in death or bodily injury, injury to property, tangible or otherwise, including the loss of use resulting therefrom, other than Project itself.

Unless caused by Contractor's active or sole negligence or willful misconduct, Owner shall indemnify, defend, release and hold harmless Contractor, Contractor's employees, agents, and independent contractors who are directly responsible to Contractor from and against all claims, demands or liability for damages, losses or expenses, including but not limited to attorneys' and consultants fees, costs and expenses, arising out of or encountered in connection with the Project to such extent as not in contradiction of the preceding paragraph pertaining to the indemnity obligations of Contractor.

The obligations of Owner and Contractor under this Paragraph entitled "Indemnification" shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or subcontractors under workers' compensation acts, disability benefit acts or other employee benefits, insurance required under the Paragraph entitled "INSURANCE", or whether the matters as to which the indemnification apply arise during the course of or after completion of Project and shall apply regardless of Contractor's or Owner's breach of the Contract, and nothing shall be deemed to abridge the rights, if any, of Owner and Contractor seek contributions where appropriate and shall extend to matters occurring and/or arising after completion of Project and/or the termination and/or conclusion of the Contract, as well as during the indemnity, hold harmless, defense and release provided to Contractor, in any term or provision of the Contract, is not to the exclusion or prohibition of any other remedy or course of action as all such remedies are cumulative and are separately and individually, as well as jointly enforceable.
13. **WARRANTY:** For a period of one year following the date of substantial completion of Work, Contractor guarantees the Work against original defects of material and workmanship and agrees to mitigate, at its own cost, any Work which does not conform to the Contract or meet the standards of the industry, and remedy any defects resulting from faulty materials or workmanship which become evident, excluding any changes caused by normal settling and shrinkage. However, we will offer a three year warranty provided payment is made per terms. Non-payment per terms voids the extended warranty.

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15. **DISPUTES:** If either party becomes involved in any litigation arising from or relating to this contract or the performance of it, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including expert witness fees.
16. **TIME OF THE ESSENCE:** All time limits stated in this contract are of the essence to this contract, and failure to comply with this provision shall be a material breach of this contract. Unless otherwise expressly stated, all references in this contract to days mean calendar days.

**Emeryville Transportation Mgt. Assoc.**  
**Check register**

Type	Date	Num	Name	Memo	Deposit	Check	Balance
							<b>3,660,801.71</b>
<b>Bank of America Savings</b>							<b>3,451,946.91</b>
Transfer	03/15/2018			Funds Transfer		100,000.00	3,351,946.91
Deposit	03/31/2018			Deposit	115.40		3,352,062.31
Total Bank of America Savings					115.40	100,000.00	3,352,062.31
<b>Bank of America Checking</b>							<b>70,271.95</b>
Check	03/01/2018	1369	AC Transit	Jan Fuel		21,914.88	48,357.07
Check	03/01/2018	Epay	John Tounger, CPA			1,650.00	46,707.07
Check	03/01/2018	e-pay	LBA RIV - Company XII, LLC	4770		4,544.00	42,163.07
Check	03/01/2018	e-pay	LBA RIV - Company XII, LLC	4769		5,002.00	37,161.07
Check	03/01/2018		Wells Fargo Equipment Finance			13,275.50	23,885.57
Check	03/01/2018		Wells Fargo Equipment Finance			7,763.00	16,122.57
Check	03/01/2018		Wells Fargo Equipment Finance			7,980.50	8,142.07
Check	03/02/2018		AT&T 129402070	ISP		104.60	8,037.47
Check	03/15/2018		EBMUD			317.60	7,719.87
Check	03/15/2018		Sprint	Driver phones		708.66	7,011.21
Check	03/15/2018	1400	Dynamite Digital			114.17	6,897.04
Check	03/15/2018	1401	Storage Express Inc	Storage container		92.86	6,804.18
Check	03/15/2018	1402	All-Ways Green Services	Janitorial Service		395.00	6,409.18
Check	03/15/2018	1403	MV Transportation Inc			28,947.24	-22,538.06
Transfer	03/15/2018			Funds Transfer	100,000.00		77,461.94
Check	03/15/2018	1404	Gray-Bowen-Scott	Jan Services		31,914.28	45,547.66
Check	03/16/2018		AT&T-3761			66.61	45,481.05
Check	03/17/2018	1405	BKF Engineers	Office relocation		12,724.50	32,756.55
Payment	03/23/2018		City of Emeryville.	8 to go	7,347.57		40,104.12
Check	03/31/2018		Waste Management	063-4070140-2216-1		112.67	39,991.45
Check	03/31/2018		AT&T-3761			135.50	39,855.95
Total Bank of America Checking					107,347.57	137,763.57	39,855.95
<b>MMSummit Pre-PBID funds</b>							<b>138,572.85</b>