



Midpeninsula Regional
Open Space District



BOND OVERSIGHT COMMITTEE – MEASURE AA

February 8, 2022

AGENDA ITEM 3

AGENDA ITEM

Documentation Review of Selected Transactions for Verification of Measure AA Expenditures

GENERAL MANAGER'S RECOMMENDATION

Review the transaction materials for the 20 transactions selected by Bond Oversight Committee (BOC). No formal Committee action required.

SUMMARY

At their January 11, 2022 meeting, the Bond Oversight Committee (BOC) affirmed *Agreed Upon Procedures* to select transactions for four land purchases, 9 of the 25 highest non-land expenditures, and 7 other expenditures to complete the annual verification process. The sample expenditures were selected for review to verify conformity with the Measure AA expenditure plan. Review of these selected samples will enable the BOC to obtain reasonable assurance that expenditures incurred by the Midpeninsula Regional Open Space District (District) were solely for uses, purposes, and projects specified in Measure AA.

DISCUSSION

The BOC has the following three responsibilities for each of the years the Measure AA general obligation tax is collected or revenues expended:

1. Review Plan expenditures on an annual basis to verify conformity with the Expenditure Plan.
2. Review the District's Annual Audit and Annual Accountability report and present the Committee's findings to the Board at a public meeting.
3. Review any proposed amendments to the Expenditure Plan.

For the BOC to perform responsibilities 1 and 2, verification of selected expenditures is needed to provide reasonable assurance that the expenditures incurred were for projects authorized under Measure AA.

To obtain this verification and reasonable assurance, the BOC affirmed *Agreed-Upon Procedures* at their meeting on January 11, 2022, to review four land purchases, 9 of the 25 highest non-land expenditures, and 7 other expenditures, as selected by the BOC for the Fiscal Year ending June 30, 2021 (FY21). The BOC also adopted procedures to be used by BOC members when analyzing the sample expenditures, which are listed below. In addition, District staff created a cover sheet for each selected transaction to support the procedure criteria.

Agreed-Upon Procedures

- Confirm that the amount listed on the expenditure report corresponds to the backup documentation.
- Verify that the date of the expenditures are within the timeframe of the fiscal year.
- Verify that the vendors included in any backup documentation are correctly listed in the spreadsheet of Measure AA expenditures.
- Verify that the project manager has signed off on the invoice payment.
- Verify that the expenditures listed in the Expenditure Report are eligible for Measure AA bond funds reimbursement.
- Confirm that the project number is listed within the correct portfolio.
- At least one of the sample selections should be an internal labor transfer of funds. Confirm that backup documentation shows the Measure AA project associated with the labor reimbursement, the staff member’s pay rate, title, date work was performed, total calculation of hours being reimbursed by Measure AA funds, and project manager sign-off on the document.
- For land purchases, confirm the Board resolution and staff report to approve the purchase is included in backup documentation, and confirm the correct purchase price on the final escrow statement for the actual transaction.

A summary of the selected expenditures is provided in Attachment 1. The detail of each selected sample expenditure can be found in the following attachments:

Attachment 2 - Expenditures related to the 4 land land purchases

Attachment 3 - 9 of the 25 highest non-land expenditures

Attachment 4 - 7 assorted project expenditures not previously tested in prior BOC reviews

FISCAL IMPACT

None

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

This item is not a project subject to the California Environmental Quality Act.

NEXT STEPS

Incorporate the findings from the discussion and the review of the selected sample expenditures in the BOC report that will be transmitted to the Board of Directors. Discuss the draft report at the next BOC meeting on February 25, 2022 in preparation for a presentation to the Board of Directors on March 24, 2022.

Responsible Department Head:

Stefan Jaskulak, Chief Financial Officer/Director of Administrative Services

Prepared by:
Andrew Taylor, Finance Manager

Attachments:

- 1 – Summary of the Selected Sample Expenditures
- 2 - Documentation for the Expenditures related to the land purchases
- 3 - Documentation for 9 of the 25 non-land expenditures with the highest dollar values
- 4 - Documentation for 7 assorted project expenditures not previously tested in prior BOC reviews

Measure AA Expenditures from July 1, 2020 to June 30, 2021

#	Type	Project	GL Account	Payment Date	Invoice	Vendor	Description	Amount
1	Land	MAA03-006	30-20-230-8101.01	10/26/2020	2020-10-26	Old Republic Title Co.	South Cowell Land Purchase Escrow #0626032371	10,000.00
	Land	MAA03-006	30-20-230-8101.01	12/14/2020		Wire Transfer	WT to Old Republic from Zions - South Cowell Purchase	4,740,000.00
	Land	MAA03-006	30-20-230-8101.05	12/14/2020		Wire Transfer	WT to Old Republic from Zions - South Cowell Purchase	5,725.00
	Land	MAA03-006	30-20-230-8101.06	12/14/2020		Wire Transfer	WT to Old Republic from Zions - South Cowell Purchase	10,500.00
2	Land	MAA03-008	30-20-230-8101.01	05/18/2021	Escr 0626033177	Old Republic Title Co.	Deposit to open escrow for Rieser-Nelson property	5,000.00
	Land	MAA03-008	30-20-230-8101.01	06/09/2021	Escrow 062603317	Old Republic Title Co.	Closing Reiser-Nelson Property	11,715.00
3	Land	MAA19-004	30-20-230-8101.01	07/13/2020		Wire Transfer	WT Old Republic Title Company - San Jose Water Co	50,100.00
	Land	MAA19-004	30-20-230-8101.01	12/10/2020	2020-12-10	Old Republic Title Co.	Escrow number 0626032569 POST-SJWC Purchase	5,000.00
	Land	MAA19-004	30-20-230-8101.01	06/22/2021			To record closing of SJWC purchase/ grant	1,019,900.00
	Land	MAA19-004	30-20-230-8101.04	06/22/2021			To record closing of SJWC purchase/ grant	1,182.50
	Land	MAA19-004	30-20-230-8101.05	06/22/2021			To record closing of SJWC purchase/ grant	2,770.00
	Land	MAA19-004	30-20-230-8101.06	06/22/2021			To record closing of SJWC purchase/ grant	3,447.46
	Land	MAA19-004	30-99-999-3301.01	07/02/2021			Balance of escrow funds due to Midpen after \$1.075MM grant	47,700.04
4	Land	MAA25-002	30-20-230-8101.01	12/17/2020	2021-00000195	Old Republic Title Co.	Escrow number 0626032721 Billingsley Purchase	10,000.00
	Land	MAA25-002	30-20-230-8101.01	02/25/2021		Journal Entry	To record Billingsley land purchase - wire to Old Republ	1,640,000.00
	Land	MAA25-002	30-20-230-8101.05	02/25/2021		Journal Entry	To record Billingsley land purchase - wire to Old Republ	3,265.00
5	Top 25	MAA18-002	30-30-320-8205.01	12/01/2020	PWSS000009	City of Saratoga	Saratoga to the Sea thru September 30,2020	363,492.43
6	Top 25	MAA02-002	30-35-325-8205.01	08/11/2020	992126	Granite Rock Company	Ravenswood Bay Trail Connection Project - July 2020	312,022.17
7	Top 25	MAA09-003	30-35-325-8205.01	11/13/2020	2010MPE180	Hanford Applied Restoration & Conservation	Mindego Ranch Ponds Enhancement Project - October 2020	271,670.78
8	Top 25	MAA01-004	30-80-850-8205.01	01/25/2021	13765	Engineering Remediation Resources Group Inc	Madonna Creek Ranch Remediation Project	201,641.41
9	Top 25	MAA21-006	30-35-325-8205.01	11/06/2020	11071-1	Coastwide Environmental Technologies, Inc.	Alma Demolition and Abatement Project	143,500.00
10	Top 25	MAA11-002	30-35-325-8205.01	04/22/2021	3312021	Shellco General Contractor Inc	DHF White Barn Structural Stabilization Project - Mar 2021	98,962.15
11	Top 25	MAA05-002	30-61-621-8205.06	10/06/2020	2020.Mid.9-10	ECAST Engineering Inc.	Upper La Honda Grazing Infrastructure (P3 Spring Dev)	85,167.00
12	Top 25	MAA20-002	30-30-320-8202.04	02/25/2021	2000466661	Aecom Technical Services Inc	Hwy 17 Wildlife & Reg Trail Cross. & Tr Connections-10/31-1/29	68,580.23
13	Top 25	MAA03-003	30-61-621-8205.10	08/11/2020	4002	Hammer Fences	Purisima Creek Redwoods Fencing Project Materials	43,687.50
14	Selected by BOC	MAA05-009	30-35-325-8202.02	04/22/2021	20200135.01 - 1	Ascent Environmental Inc	LHC Red Cabin Demo & White Barn Structure Rehab. - Feb 2021	11,461.25
15	Selected by BOC	MAA03-002	30-35-325-8201.03	12/16/2020	2113461122	Bonkowski and Associates, Inc.	Purisima Upland Oil Well Decommissioning Project - 11/9 - 11/30	10,931.25
16	Selected by BOC	MAA07-011	30-61-611-4401	06/04/2021			Payroll Post BW Bi-Weekly 2202111	2,993.48
17	Selected by BOC	MAA01-04	30-80-850-8205.15	12/08/2020		Wells Fargo Purchasing Card		1,133.07
18	Selected by BOC	MAA07-008	30-80-830-8202.04	06/30/2021	221055-0621	Balance Hydrologics, Inc	Hydrologic Modeling Lower Turtle Pond - Jun 2021	14,962.50
19	Selected by BOC	MAA20-002	30-30-320-8201.07	04/19/2021	0069013	Mig, Inc.	ADA On-Call, Task 2, Highway 17 Regional Trail Crossing-Mar2021	9,582.50
20	Selected by BOC	MAA01-04	30-80-850-8202.04	12/08/2020		Wells Fargo Purchasing Card	County Oversight for Madonna Creek Cleanup	2,475.00
Total								9,208,567.72
								As % of Total MAA expenditure 74%



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Vendor Old Republic Title Co. Date 10/26/20 & 12/14/20

Project # MAA03-006 GL # 30-20-230-8101.01/.05/.06

Invoice Amount \$4,766,225.00 Invoice # Escrow # 0626032371

Project Manager* Michael Williams Title* Real Property Manager

Description Purchase of South Cowell Ranch – acquisition of a 54% interest in the 600-acre

This transaction involved the purchase of a 54% undivided (shared) interest in the 600-acre South Cowell property as addition to the

Purissima Creek Redwoods Open Space Preserve. A lot line adjustment will be processed through the County to create a 371-acre

property owned in fee by the District. Purchase price of \$4,750,000 funded by \$10,000 deposit (check) and wire transfer of \$4,756,225

directly from Zions Bank (MAA bond fund trustee) for \$4,740,000 balance and \$16,225 in closing costs and POST reimbursement.

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

** If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.*



Midpeninsula Regional
Open Space District

R-20-122
Meeting 20-25
October 28, 2020

AGENDA ITEM 9

AGENDA ITEM

Proposed purchase of an undivided 54% interest in the Peninsula Open Space Trust (POST) South Cowell Property, located at 1000 Verde Road, Half Moon Bay, in unincorporated San Mateo County (Assessor's Parcel Numbers 066-280-010, 066-280-020, 066-280-051 and 066-280-052), as an addition to Purisima Creek Redwoods Open Space Preserve

GENERAL MANAGER'S RECOMMENDATIONS

1. Determine that the recommended actions are categorically exempt from the California Environmental Quality Act (CEQA), as set out in the staff report.
2. Adopt a Resolution authorizing the purchase of an undivided 54% interest in the POST South Cowell Property for \$4,750,000 with a corresponding authorization for a Fiscal Year 2020-21 budget increase in the same amount.
3. Adopt a Preliminary Use and Management Plan, as set out in the staff report.
4. Withhold dedication of the property as public open space at this time.

SUMMARY

The General Manager recommends the purchase of an undivided 54% interest in the 600-acre South Cowell Property (Property) at a price of \$4,750,000 as an addition to Purisima Creek Redwoods Open Space Preserve (Preserve) and a subsequent land division and land transfer to create a 371-acre Upland property to be owned solely by Midpeninsula Regional Open Space District (District). This report provides a description of the Property, a Preliminary Use and Management Plan, findings of the environmental review, the purchase terms and condition, and financial considerations. A budget adjustment/increase of \$4,750,000 to the Fiscal Year 2020-21 (FY21) budget would be required to proceed with the acquisition.

DISCUSSION

The District proposes to purchase an undivided 54% interest (or shared interest) in the 600-acre Property with Peninsula Open Space Trust (POST) retaining a 33% interest and the Marsh Trust retaining a 13% interest. As part of the proposed transaction, the three parties will enter into a tenancy in common agreement establishing exclusive use and management of the Property as follows:

- The District will be responsible for the Upland property, consisting of a 361-acre area east of Verde Road (exclusive of the residence site) and a 10-acre area between Verde Road and Highway 1;
- The Marsh Trust will be responsible for the farm area, consisting of a 226-acre area of farmland between Verde Road and Highway 1 and farmland west of Highway 1; and
- POST will be responsible for the 2-acre residence site east of Verde Road.

Under the proposed tenancy in common agreement, the three parties have agreed to continue existing agricultural uses and apply for a land division with San Mateo County (County) after the completion of the initial purchase to create a 371-acre Upland property to be owned in fee by the District, a 226-acre farm property retained by the Marsh Trust, and a 2-acre residence property retained by POST. County approval of the application is contingent upon final adoption of an amendment to the County zoning and subdivision ordinances to provide consistency with the California Coastal Act and San Mateo County Local Coastal Program exemptions for land divisions by a public agency for public recreational use. The amendment was approved by the County Board of Supervisors on July 7, 2020 and is anticipated to be adopted by the Coastal Commission in the fall of 2020.

This purchase advances land conservation opportunities in the District's Vision Plan Portfolio #3 *Purisima Creek Redwoods: Purisima-to-the-Sea Trail Completion, Watershed Protection, and Conservation Grazing*. The purchase will preserve grazing lands, protect the Lobitos Creek watershed, and improve access to surrounding District lands. It will also provide improved opportunities for compatible trail use when planning the Purisima-to-the-Sea Trail, a regional trail envisioned to link the Bay Area Ridge Trail with the California Coastal Trail along the San Mateo coast. The purchase is eligible for Measure AA funding.

Property Description (see Attachment 2 - Location Map)

The Property consists of one parcel, located three miles south of the City of Half Moon Bay. It is bisected by Verde Road and Highway 1 and abuts the 5,038-acre Preserve to the north, east, and south. The Property is visible from Highway 1 and within the State's Highway 1 Scenic Corridor.

The Upland property consists of the grasslands east of Verde Road and a 10-acre fallow field between Verde Road and Highway 1. The undulating terrain east of Verde Road rises from 200 feet to approximately 800 feet in elevation along Lobitos Ridge. The 2-acre residence site is similar to the surrounding Upland property. The land between Verde Road and Highway 1 consists of sloping fields. The land west of Highway 1 consists of sloping fields that abut private farmland to the north and south, and end at the coastal bluffs to the west.

Existing Land Uses and Improvements

The grasslands of the Upland portion of the Property east of Verde Road is leased to a local rancher for cattle grazing. Existing improvements that support grazing include two stock ponds, a developed spring with a water trough, two small corral areas, perimeter fencing and a network of ranch roads. Remnants of oil production piping is visible at two locations along the main ranch road. The 10-acre fenced field between Verde Road and Highway 1 has not been farmed for many years and was last used for a small beekeeping operation.

The farm portion of the Property between Highway 1 and Verde Road is dry farmed and grazed by the Marsh family. Existing improvements that support farming include a commercial farm stand and parking lot, an agricultural center, including wood barn, outbuildings, and a materials

yard - all operated by the Marsh family. The farm portion of the Property located west of Highway 1 is grazed by the Marsh family. It is improved with ranch roads, perimeter fencing, and an agricultural pond.

The 2-acre residence site is managed by POST and is improved with a single-family home, a metal barn, landscaping, and several sheds. The house is in fair to poor condition and POST is planning to make repairs. When repairs are completed on the house, POST will seek a caretaker to occupy the residence site.

Phase I and II Environmental Assessments were conducted in early 2020 on the residence area, farm area, the rangeland, an old gravel pile area east of Verde Road, and the former oil well pads and oil storage tank area also located east of Verde Road that were decommissioned between 1996-1997 by the California Underground Storage Fund. The Phase I report recommended soil sampling of the former oil storage tank area and the 10-acre farm field west of Verde Road. The Phase I report also recommended the removal of oil pipes buried and exposed prior to any public use. The Phase II assessment conducted screening-level soil sampling of the former oil storage tank area. The results were found to be below environmental screening levels that present an exposure concern. The 10-acre fallow farm field was tested for pesticides, and none were detected.

Habitat and Natural Resources Value

The Upland property is part of a 4,000-acre terrestrial habitat patch of coastal scrub and annual grassland habitat, with mixed willow and Arroyo willow vegetation in the riparian corridors. It also contains patches of Bulrush vegetation series and Blueblossom-Jimbrush (*Ceanothus thyrsiflorus*); two locally unique and sensitive native plant communities. Oaks, alders, and riparian vegetation are found in the drainages connecting to Lobitos Creek and the drainage that flows directly to the ocean. The Upland property provides habitat for a number of species, including deer, coyotes, bobcats, and mountain lions. A wide variety of small mammals, birds, and other species occupy or migrate through it. Approximately $\frac{3}{4}$ miles of Lobitos Creek abuts the south side of the Upland property. Lobitos Creek supports aquatic linkages between upland habitat and the Pacific Ocean, and provides potential spawning and rearing habitat for federally protected Steelhead trout. However, steelhead passage is limited in most years due to two obstructive culverts channeling stream flow under Verde Road and Highway 1.

Water Rights

The Property has water rights in Purisima Creek to serve the residence, farm area, and grazed uplands. The Purisima Creek watershed and all of its surface waters were adjudicated in San Mateo County Court in 1985. The adjudication allocated water rights to the S.H. Cowell Foundation to serve many parcels, including the Property. Point of Diversion 27 (POD27) in the adjudication provides the Property with water for inside and outside residential uses, farm uses, and stock water uses. The adjudication provides all water users with a baseline of allocation during low flow conditions, calculated in gallons per day (gpd), and additional water during high flow conditions. To serve the Property's current and potential future uses, the three parties will enter into a Water Allocation Agreement to divide the adjudicated water allotment as follows:

Purisima Creek POD27 Allotment	Upland Property (District)	Residential Area (POST)	Farm Property (Marsh Trust)
500 gpd inside residential (low flow)	-----	250 gpd inside residential	250 gpd inside residential

500 gpd outside residential (low flow)	-----	250 gpd outside residential	250 gpd outside residential
1,500 gpd stock water (low flow)	750 gpd stock water	-----	750 gpd stock water
2,000 gpd of stock water or outside residential (high flow)	750 gpd high flow stock water	250 gpd high flow outside residential	1,000 gpd high flow stock water

The Upland property is well served by local water sources (springs and ponds) and is unlikely to benefit from utilizing the above water right for stock water (which would require a significant extension of the water line uphill). Nonetheless, clearly defining the current and future rights and responsibilities of the parties is important to clarify at this time.

Support of Coastal Agriculture

Approximately 360-acres of the Upland portion of the Property is leased to Mr. Vince Fontana for cattle grazing, who has run cattle on the property since 2013. POST entered into a new month to month lease with Mr. Fontana in June 2020 when they became the Property's co-owner with Marsh. POST is currently making improvements to the infrastructure that supports the grazing operation, including upgrades to the existing perimeter fencing and the corral area east of Verde Road. Upon purchase of a partial interest, the District will be assigned the month to month grazing lease with Mr. Fontana in compliance with the District's Coastal Service Plan, which states that when the District acquires lands in agricultural use, the acquisition shall be subject to the continued use by the operator, pursuant to the use and management plan adopted for the property. The assigned lease would be managed in conjunction with Mr. Fontana's existing lease for the District's 830-acre Lobitos/Elkus grazing unit in the adjoining Preserve, which was approved by the Board of Directors (Board) on August 26, 2020 (R-20-95).

At the District's request, POST has hired a certified rangeland consultant to prepare an amendment to the Lobitos/Elkus Rangeland Management Plan (RMP) to incorporate the Upland property into that grazing unit, enhance grazing infrastructure for the operator, and further protect coastal grazing lands and habitats. The amended RMP may also contain options to consolidate grazing lands along Lobitos Ridge into a single grazing unit in the future to further protect the agricultural viability. The amended RMP will be presented to the Board for adoption at a later date.

Under the terms of the tenancy in common agreement, the Marsh family will continue to have exclusive use and management of the 226-acre farm portion of the Property and continue the existing agricultural and grazing uses in those areas. The allocation of adjudicated water rights discussed previously and codified in a water agreement between all three property owners distribute a proportional share of residential and agricultural water resources to the farm portion. POST and the District have also agreed to share costs for improvements to the water intake at the point of diversion that will further support the farm operation.

The proposed land division whereby each party will solely own the three areas of the Property individually is not anticipated to impact existing agricultural and grazing uses. Any future planning for public recreation will follow the guidelines and mitigations adopted as part of the Coastal Service Plan, conditions of the conservation easements to protect agricultural lands (discussed separately in this Report), and will comply with all County approval processes that also serve to protect agriculture.

Conservation Easements

Four conservation easements cover the Property. When POST owned the Property in 1989, they granted a trail and conservation easement and a separate conservation easement to the Coastal Conservancy to protect the conservation values of the Property. In 1991, POST sold the Property to the Marsh and Andreini families subject to two additional easements held by POST, both nearly identical in terms and intent to the two Coastal Conservancy easements. The conservation easement protects the conservation values (natural, scenic, agricultural and open space) of the property, and the trail and conservation easements provide for trail and recreational use compatible with these conservation values.

The purpose of the two trail and conservation easements are: *“for trail and recreational use and will be preserved in its natural, scenic and open space condition in perpetuity. Grantor intends that this Easement limit the use of the Trail Easement Area to activities involving farming and grazing, public recreation and related uses which are consistent with both the conservation values of the South Cowell Property and the recreational uses.”*

The purpose of the two conservation easements are to retain *“in perpetuity in its natural, scenic, historical, agricultural, and open space condition and to prevent any use of the Conservation Easement Area that will significantly impair or interfere with conservation values of the Conservation Easement Area. Accordingly, this Easement restricts the use of the Conservation Easement Area to activities involving farming and grazing, recreation and related uses which are consistent with this Easement.*

It is the intent of the parties to this Easement that the Conservation Easement area be retained predominantly in its productive agricultural condition by preserving and protecting in perpetuity the agricultural values, character and utility of the Conservation Easement Area.”

POST’s recent re-purchase of a majority interest (87%) in the Property did not eliminate the easements. However, conservation law has significantly evolved in the intervening decades and there is a need to consolidate and modernize the easements. POST and the Coastal Conservancy are working together to revise the easements while retaining their original intent.

The existing conservation easements allow for the subdivision of a 2-acre residence site and a recreational trail corridor to connect to the California Coastal Trail. The creation of a second residence not to exceed 5,000 square feet is also allowed on the Property’s upland. The Coastal Conservancy and POST are working on an amendment to modify the conditions on the allowable subdivision to accommodate ownership of the Upland property by the District. This change in the subdivision configuration will better facilitate the original intent of implementing compatible public recreation and agriculture by eliminating the development of the second residence site on the South Cowell Ranch property. The addition of farm labor housing on the farm portion will continue to be an allowable use. Amendment of the easements will also allow for the future land division in accordance with the Coastal Act’s exemption for land divisions by a public agency for the purposes of public recreation.

After the proposed purchase and the anticipated land division, the agriculture uses will continue under private farm ownership by the Marsh family and under a lease agreement between the District and a local rancher. In addition, the protections afforded in the easements will be significantly enhanced to better ensure that the easements can be applied and enforced in perpetuity. All parties have agreed to new substantive terms to facilitate long term agricultural

use, including mandatory agricultural provisions, additional flexibility for ancillary commercial operations, and clarity regarding trail use and agricultural operations.

COASTAL ANNEXATION AREA SERVICE PLAN COMPLIANCE

The Property is within the boundaries of the District's Service Plan for the San Mateo County Coastal Annexation Area (Service Plan). The Service Plan and conditions approved by the San Mateo Local Agency Formation Commission (LAFCo) established policies for the District's Coastside Protection Program (Program). The Program guides the District's coastal purchases and use and management of open space land within the Service Plan Area.

The District's coastal land purchases are subject to a Memorandum of Understanding between the San Mateo County Farm Bureau and the District. In accordance with the memorandum, District and POST staff presented information on the proposed purchase at a Farm Bureau meeting on August 3, 2020. The Farm Bureau had questions regarding the grazing lease, water rights, proposed land division, and the conservation easements' limitations of subdivision. District staff responded that the grazing lease would continue, and that POST would be making improvements to the livestock fencing and the corral. Adjudicated water rights would be divided among owners for domestic and agricultural uses. District and POST staff discussed that the existing conservation easements allow subdivision of the 2-acre residence site, trail corridors, and building of a second residence on the Upland property, and that the Coastal Conservancy and POST are working on amending them to allow for the future land division and elimination of development of a second residence on the Property. Farming will continue under private ownership on the farm property and grazing will continue on the Upland property under District ownership.

USE AND MANAGEMENT

Planning Considerations

The Property has a General Plan designation of Agricultural Rural, with a zoning designation of Planned Agricultural Development/Coastal Development (PAD/CD). Current land uses consist of cattle grazing, pasturing, farming, and residential. Natural resource management, habitat preservation, and low intensity recreation are allowable uses within the land use designation. On September 23, 2020, the County Planning Commission confirmed that the purchase of an undivided interest in the Property by the District for open space and agricultural use complies with the County's General Plan. District staff made an informational presentation to the Agricultural Advisory Committee on October 19, 2020. (District staff was not able to present the purchase to the Commission on September 14, 2020 due to a lack of quorum.)

If purchased, the Property will be incorporated into the surrounding Preserve and the Preliminary Use and Management Plan as set out in this report will be implemented. Future planning processes would analyze opportunities for compatible public use when undertaken and further environmental review would be prepared as needed. Subsequent planning would be in accordance with the District's Service Plan, including consultation with appropriate agencies, organizations, and adjoining landowners.

Purisima-to-the-Sea Trail

A separate planning effort for the Purisima-to-the-Sea Trail, a regional trail through the Preserve envisioned to link the Bay Area Ridge Trail with the California Coastal Trail along the San

Mateo coast, will evaluate the options for a trail route and public parking area within the Upland property. Among other planning considerations, the public access planning effort will consider buffers and setbacks needed to protect residential uses on Verde Road, and on grazing and farming uses on the Property and in the vicinity. Future stakeholder and public outreach will include consultation meetings with adjacent landowners and the community.

Williamson Act Considerations

The Property is not subject to a Land Conservation Agreement under the California Land Conservation Act of 1965 (also known as the Williamson Act).

Partnership Recognition

At a future date, POST and the Coastal Conservancy will be recognized for protection of the Property as open space. Recognition will comply with Board Policy 5.01 – *Site Naming, Gift, and Special Recognition*.

Preliminary Use and Management Plan

The Preliminary Use and Management Plan (PUMP) establishes a status quo land management approach in the interim between the purchase of a property and the completion of a future long-term plan. The PUMP takes effect at the close of escrow and remains effective until changes warrant an amendment or development of a comprehensive Preserve plan to include this Property. If changes to land use or the physical environment are proposed in the future, the plan would be subject to further environmental review and public input.

Application of the PUMP:	Apply the PUMP solely to the 371-acre Upland property managed by the District, in tandem with the provisions of the Tenants in Common Agreement identified in the Terms and Conditions of this purchase.
Name:	Name the Upland property as an addition to Purisima Creek Redwoods Open Space Preserve after the completion of the future land division.
Dedication:	Withhold dedication of the Upland property as open space at this time.
Coastal Service Plan:	Operate and manage the Upland property in compliance with the District's Service Plan for the Coastal Annexation Area and the mitigation measures adopted pursuant to the Service Plan's Environmental Impact Report.
Public Access:	Designate the Upland property as closed to public use at this time.
Signs and Site Security:	Install and maintain Preserve boundary and closed area signs where appropriate in the Upland property.
Fences and Gates:	Upgrade and maintain gates and fencing as necessary to prevent unauthorized entry in the Upland property.

Roads and Trails:	Implement maintenance and minor erosion and sediment control measures for ranch roads in the Upland property in accordance with District's adopted Resource Management Policies standards and regulatory permits.
Patrol:	Routinely patrol the Upland property, including the area in and around the existing house compound.
Existing Grazing Lease:	Accept assignment of existing grazing lease with Mr. Vince Fontana from POST and manage the lease in conjunction with the Lobitos/Elkus grazing unit. Prepare an amendment to the Lobitos/Elkus Rangeland Management Plan to incorporate the Upland property into that grazing unit. Routinely inspect existing ranch infrastructure as part of management of the assigned grazing lease.
Resource Management:	Maintain the Upland property in its existing uses of grazing land and open space. Conduct plant and animal management activities as needed, consistent with the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Best Management Practices, and regulatory permits.
Water Resources:	Protect water resources on the Upland property consistent with the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Best Management Practices, and regulatory permits.
Water Rights:	Comply with division of adjudicated water rights from Purisima Creek POD 27 in accordance with the Water Allocation Agreement identified in the Terms and Conditions of this purchase.
Wildland Fuel Management:	Implement standard District-wide fuel management and defensible space practices on the Upland property consistent with the District's adopted Resource Management Policies.
Conservation Easements:	Comply with the conservation easements held by POST and the Coastal Conservancy on the Upland property. Work with POST and Coastal Conservancy to complete amendments to the conservation easements.

Subsequent Planning Considerations: Any subsequent future infrastructure improvements, changes in land management leases, or public access planning will include consultation with appropriate agencies, organizations, and the community, including public workshops to gather input and review draft and final plans for future public access. When preferred plans are identified, the District will complete the necessary environmental assessment under CEQA at that time.

Subsequent planning considerations shall include partner recognition and interpretive signs that recognize POST and the Coastal Conservancy for their role in protection of the Property as open space as appropriate and in compliance with District policy.

Include the Upland property in the Trail Feasibility Study for the future Purisima-to-the-Sea Trail.

San Mateo County Local Coastal Program The Property is within the San Mateo County Coastal Zone. Consult with County Planning on all subsequent actions to ensure compliance with the Local Coastal Plan (LCP) and Coastal Development (CD) permitting requirements.

CEQA COMPLIANCE

Project Description

The project consists of the purchase of an undivided 54% interest in the 600-acre Property in a coastal unincorporated area of San Mateo County as an addition to the District's open space preserve system and concurrent adoption of a PUMP for the 371-acre Upland portion of the Property that establishes a status quo land management approach, with no expansion or changes to its existing uses of agricultural lands and natural habitat.

The Property is within the boundaries of the District's Service Plan for the San Mateo County Coastal Annexation Area. The Service Plan and the Service Plan Final Environmental Impact Report (FEIR), certified in 2004, includes policies, guidelines, and mitigations to ensure compatibility with the County General Plan and Local Coastal Program. The actions proposed will be conducted in compliance with the Service Plan and FEIR.

Any minor erosion and sediment control measures, wildland fuel management, and minor resource management activities implemented by the District or tenants as part of the PUMP will be conducted in accordance with the District's approved Resource Management Policies and the mitigation measures adopted as part of the Resource Management Policies' FEIR, and in accordance with applicable regulatory permits. Any invasive species control will be conducted in accordance with the District's adopted Integrated Pest Management Policies and Integrated Pest Management Program Guidance Manual, Best Management Practices, and the mitigation measures adopted as part of the Integrated Pest Management Policies' FEIR.

Analysis for impacts as a result of any subsequent land division to create a 371-acre Upland property will be conducted separately as part of the process to secure County approval.

CEQA Determination

The District concludes that the purchase of the Property and adoption of the PUMP is categorically exempt from the California Environmental Quality Act (CEQA) under Article 19, Sections 15301 and 15325 of the CEQA Guidelines:

Section 15301 exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, or topographical features, involving negligible or no expansion of use beyond the existing uses. The PUMP will maintain the Property as status quo with no expansion or changes to its existing uses as agricultural and open space lands, complying with the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Best Management Practices, and regulatory permits as applicable. The PUMP includes minor erosion control work as necessary, minor wildland fuel management, and minor natural resource management activities.

Section 15325 (a) acquisition or transfer of ownership to preserve existing natural conditions, including plant and animal habitats, (b) acquisition or transfer of ownership to allow continued agricultural uses, and (f) acquisition or transfer of ownership to preserve open space. The proposed purchase will transfer a portion of ownership of the Property to the District to ensure that its existing natural conditions will be preserved, will allow for the existing agricultural and grazing uses to continue, and preserve Upland portion of the Property as part of the District's Purisima Creek Redwoods Open Space Preserve.

TERMS AND CONDITIONS

The proposed purchase price for the undivided 54% interest in the Property is \$4,750,000 based upon an independent fair market appraisal commissioned by the District. POST will retain an undivided 33% interest and the Marsh Trust will retain a 13% interest in the property. The appraisal incorporates the value of POST's livestock corral improvements and 7,700 linear feet of livestock fencing along Verde Road and the northern and southern boundary of the Upland property. The appraisal values the 371-acre uplands portion of the Property at the low end of comparable sales market range due to the restrictions attributable to the conservation easements held by the Coastal Conservancy and POST (see conservation easement discussion on pages 4 and 5). The property interest would be purchased on an "as-is" all-cash basis. The transaction would close escrow by December 2020.

As part of this transaction, the following additional agreements will be entered into between the District with POST and the Marsh Trust:

1. **Assignment of Grazing Lease:** POST would assign a month to month grazing lease with the existing rancher to the District, and District would reimburse POST up to \$12,000 for preparation of an amendment to the Lobitos/Elkus rangeland management plan incorporating the upland grazing lease area as part of the approximately 1,200-acre grazing operation on the Preserve.
2. **Tenancy in Common Agreement:** POST, Marsh Trust, and District would enter into a tenancy in common agreement for cooperation on amending the conservation easements, land division application, entering into a water agreement, identifying the parties exclusive use and management of the property areas, and District consultation with POST and Marsh Trust on public trail planning.

- 3. Water Allocation Agreement:** The three parties would enter into a water agreement allotting the domestic water rights to the residence area, and future farm labor housing on the farm property and sharing of the livestock water between the Upland area and farm area.

The purchase and sale agreement provides for the subsequent land division application and future property transfers. (See Attachment 3 – Proposed Area of Land Division Map.) Upon approval of the application by the County, the property transfer escrow would convey 100% fee title interest in the parcels created as follows:

- POST and Marsh Trust would convey the 371-acre upland parcel to the District.
- POST and District would convey the 226-acre farm parcel to the Marsh Trust.
- Marsh Trust and District would convey the 2-acre residence parcel to POST.

The amended conservation easement held by POST would be recorded over all of the parcels, protecting the following conservation values: agriculture, scenic, habitat and natural resources, open space and recreation, and restricting uses to farming, grazing, recreation, residential and related uses.

FISCAL IMPACT

Land acquisitions brought before the Board for approval include a budget adjustment/increase to the adopted budget. If approved, an increase of \$4,750,000 to the FY21 budget is required.

South Cowell Upland Property Purchase Amount (including \$10,000 option deposit)	\$4,750,000
Total Land purchases approved to date for FY21	\$1,075,000
Total Land Purchases (if approved)	\$5,825,000

The following table outlines the Measure AA Portfolio 03 Purisima Creek Redwoods: Purisima-to-the-Sea Trail, Watershed Protection and Conservation Grazing allocation, costs-to-date, projected future project expenditures and projected portfolio balance remaining.

MAA03 Purisima Creek Redwoods: Purisima-to-Sea Trail, Watershed Protection and Conservation Grazing Portfolio Allocation:	\$7,608,000
Life-to-Date Spent (as of 09/24/2020):	(\$1,386,519)
Encumbrances:	(\$8,146)
South Cowell Upland Land Conservation	(\$4,750,000)
MAA03-006 Title Insurance, Escrow fees, and other miscellaneous project costs:	(\$50,000)
Remaining FY21 Project Budgets:	(\$326,950)
Future MAA03 project costs (projected through FY23):	(\$156,752)
Total Portfolio Expenditures:	(\$6,678,367)
Portfolio Balance Remaining (Proposed):	\$929,633

The following table outlines the Measure AA Portfolio 03 allocation, costs to date, and the fiscal impact related to the Property purchase.

MAA03 Purisima Creek Redwoods: Purisima-to-Sea Trail, Watershed Protection and Conservation Grazing Portfolio Allocation:	\$7,608,000
Projected Project Expenditures (life of project):	
MAA03-001 Purisima Uplands Lot Line Adjustment and Property Transfer	(\$425,114)

*MAA03-002 Purisima Uplands Site Cleanup and Soil Remediation Assessment	(\$611,017)
MAA03-003 Purisima Creek Fence Construction	(\$169,190)
MAA03-004 Harkins Bridge Replacement	(\$516,916)
MAA03-005 Purisima Uplands Parking Area and Trail Connections	(\$156,130)
MAA03-006 South Cowell Upland Land Conservation	(\$4,800,000)
Total Portfolio Expenditures:	(\$6,678,367)
Portfolio Balance Remaining (Proposed):	\$929,633

* *Ascent Environmental Contract and Bonkowski & Associates, Inc., Contract are concurrently going to the Board for approval at the 10/28/2020 meeting*

Coastside Protection Area Fiscal Considerations

The Property is not located within the service area of San Mateo County Fire or the La Honda-Pescadero Unified School District. Therefore, the District is not required to pay any County Fire or School District fees.

BOARD COMMITTEE RECOMMENDATIONS

The District distributed a notice of the District's Real Property Committee meeting on September 1, 2020 to property owners located adjacent to or surrounding the subject property and to interested parties. The Real Property Committee held a virtual meeting on September 8, 2020 to review information about the Property and receive public input on the proposed purchase. Staff presented the Property, reasons for purchase, terms, and described how the Property would remain closed at this time and managed as an extension of the surrounding Preserve. All members of the Real Property Committee attended the meeting. A Farm Bureau member submitted public comments that the proposed land division and acquisition were not endorsed by the Farm Bureau, and that the conservation easements held by the Coastal Conservancy and POST were not included in the South Cowell fact sheet presented to the Committee. These comments were read by the District Clerk. The Real Property Committee recommended forwarding the proposed purchase to the Board in a vote of 2-0. (One member was unable to vote due to loss of connection to the virtual meeting.)

PUBLIC NOTICE

Public notice for this meeting was provided as required by the Brown Act. A copy of the agenda for this meeting was mailed to property owners of land located adjacent to or surrounding the Property, to interested parties, and to those listed on the Coastside Protection Area mailing list.

NEXT STEPS

Upon approval, the General Manager will direct staff to proceed with the close of escrow for the purchase of the Property and implement the PUMP. The District's Skyline Field Office will manage the Property as an addition to Purisima Creek Redwoods Open Space Preserve. Staff will work with POST to submit a land division application to the County of San Mateo. Upon approval of the application by the County, the General Manager is authorized to proceed with the future transfer of the Upland property to the District.

Attachments:

1. Resolution Authorizing Acceptance of Purchase and Sale Agreement, Amending the Fiscal Year 2020-21 General Fund Capital Budget, Authorizing the General Manager or Other Officer to Execute Certificates of Acceptance of Grants to District and Grants for

the Future Transfer of Parcels to POST and the Marsh Trust after Land Division, and Authorizing General Manager to Execute Attachments to the Agreement and any and all Other Documents Necessary or Appropriate to Closing of the Transaction (Purisima Creek Redwoods Open Space Preserve - Lands of Peninsula Open Space Trust)

2. South Cowell Ranch Property Location Map
3. South Cowell Ranch Proposed Area of Land Division Map

Responsible Department Head:
Michael Williams, Real Property Manager

Prepared by:
Michael Williams, Real Property Manager
Elish Ryan, Planner III

Staff Contact:
Michael Williams, Real Property Manager

Graphics prepared by:
Nathan Greig, Data Analyst II
Francisco Tapia, GIS Technician

RESOLUTION 20-30

RESOLUTION OF THE BOARD OF DIRECTORS OF MIDPENINSULA REGIONAL OPEN SPACE DISTRICT ACCEPTING THE PURCHASE AND SALE AGREEMENT, AMENDING THE FISCAL YEAR 2020-21 GENERAL FUND CAPITAL BUDGET, AUTHORIZING GENERAL MANAGER OR OTHER APPROPRIATE OFFICER TO EXECUTE CERTIFICATES OF ACCEPTANCE FOR GRANTS TO DISTRICT AND GRANTS FOR THE FUTURE TRANSFER OF PARCELS TO POST AND THE MARSH TRUST AFTER LAND DIVISION, AND TO EXECUTE ATTACHMENTS TO THE AGREEMENT AND ANY AND ALL OTHER DOCUMENTS NECESSARY OR APPROPRIATE TO CLOSING OF THE TRANSACTION (PURISIMA CREEK REDWOODS OPEN SPACE PRESERVE - LANDS OF PENINSULA OPEN SPACE TRUST)

WHEREAS, the Board of Directors approves the District's purchase of a partial interest in the South Cowell Property ("Property") as set forth in the report, attached hereto and incorporated herein by this reference; and

WHEREAS, as part of the transaction, the District, POST, and Marsh Trust have agreed to apply for a land division to create a 371-acre Upland property to be owned in fee by the District, a 226-acre farm property retained by the Marsh Trust, and a 2-acre residence property retained by POST, and accordingly the Board wishes to authorize the appropriate District officer to the grant the District's interests in the non-Upland parcels to POST and the Marsh Trust, respectively.

The Board of Directors of Midpeninsula Regional Open Space District does hereby resolve as follows:

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) does hereby accept the offer contained in that certain Purchase and Sale Agreement between Peninsula Open Space Trust (POST) and the Midpeninsula Regional Open Space District, a copy of which purchase agreement is attached hereto and by reference made a part hereof, and authorizes the President of the Board of Directors, General Manager, or other appropriate officer to execute the Agreement and all related transactional documents on behalf of the District to acquire the real property described therein ("the POST South Cowell Ranch Property").

SECTION TWO. The Board authorizes the expenditure of \$4,750,000.00 covering the purchase of the South Cowell Ranch Property, including an option deposit of \$10,000.00.

SECTION THREE. The Board approves an amendment to the Budget and Action Plan for Fiscal Year 2020-21 by increasing the Measure AA Fund Capital budget in the amount of \$4,750,000.00. Except as herein modified, the FY 2020-21 Budget and Action Plan, Resolution No. 20-18 as amended, shall remain in full force and effect.

SECTION FOUR. The General Manager or President of the Board of Directors and/or other appropriate officer is authorized to execute a Grant Deeds for the future transfer of parcels to POST and the Marsh Trust after the land division is complete.

SECTION FIVE. The General Manager, President of the Board of Directors, or other appropriate officer is authorized to execute a Certificates of Acceptance and the Grant Deeds on behalf of the District.

SECTION SIX. The General Manager or the General Manager’s designee is authorized to provide notice of acceptance to the seller, execute all escrow documents and to extend escrow if necessary.

SECTION SEVEN. The General Manager, or General Manger’s designee is authorized to expend up to \$50,000.00 to cover the cost of title insurance, escrow fees, rangeland management plan, land division application, survey and miscellaneous costs related to this transaction

SECTION EIGHT. The General Manager and General Counsel are further authorized to approve any technical revisions to the attached Agreement and documents, which do not involve any material change to any term of the Agreement or documents, which are necessary or appropriate to the closing or implementation of this transaction.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on October 28, 2020, at a regular meeting thereof, by the following vote:

AYES: CYR, HASSETT, HOLMAN, KERSTEEN-TUCKER, KISHIMOTO, SIEMENS
NOES: NONE
ABSTAIN: NONE
ABSENT: RIFFLE

ATTEST:

APPROVED:


Jed Cyr (Oct 30, 2020 11:16 PDT)


Karen Holman (Nov 3, 2020 14:25 PST)

Jed Cyr, Secretary
Board of Directors

Karen Holman, President
Board of Directors

APPROVED AS TO FORM:


Hilary W. Stevenson (Nov 4, 2020 14:29 PST)

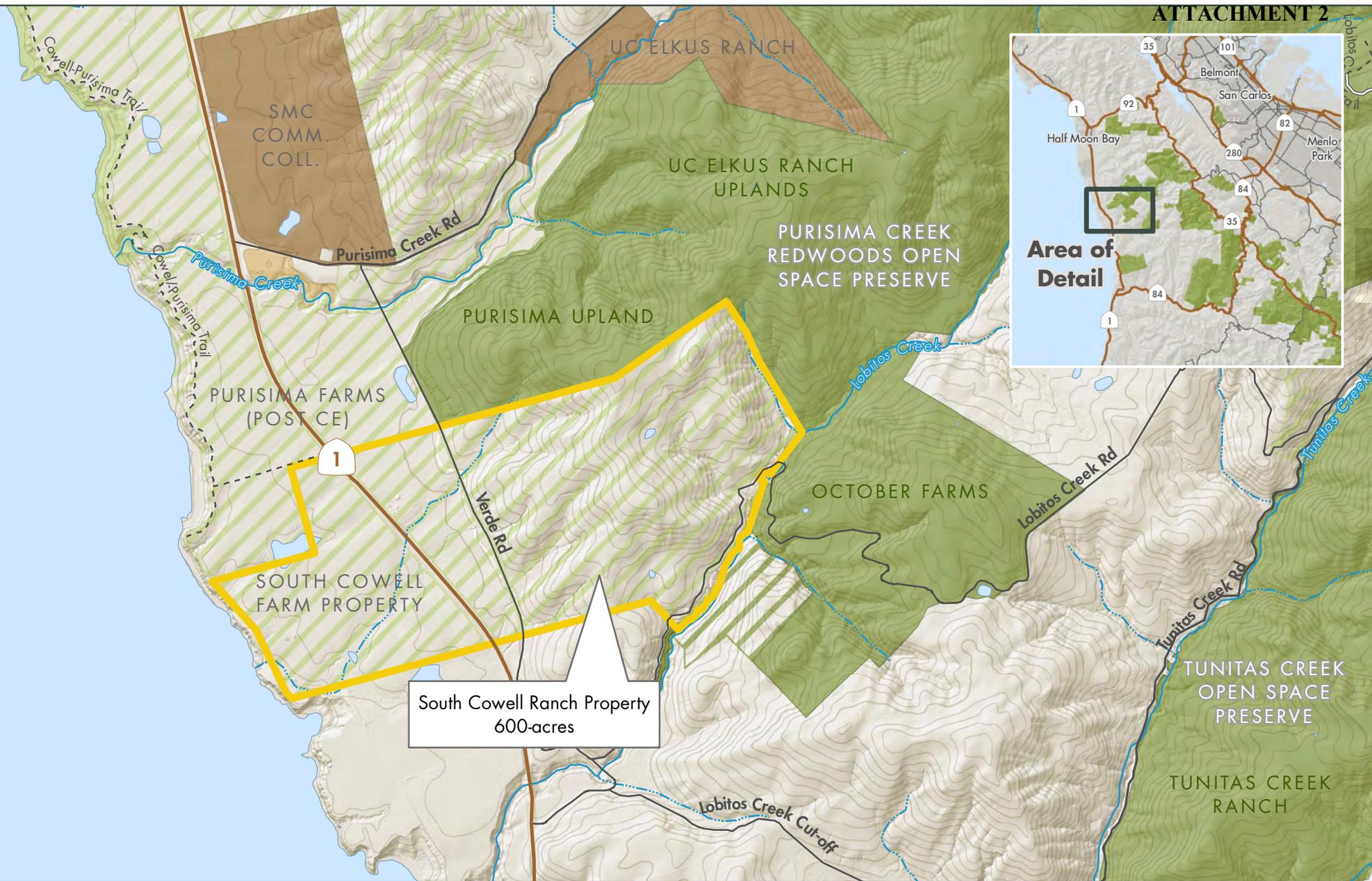
Hilary Stevenson, General Counsel

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.



Jennifer Woodworth, District Clerk

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 Created By: flopez



South Cowell Ranch Property
 600-acres

Attachment 2 South Cowell Ranch Property Location Map

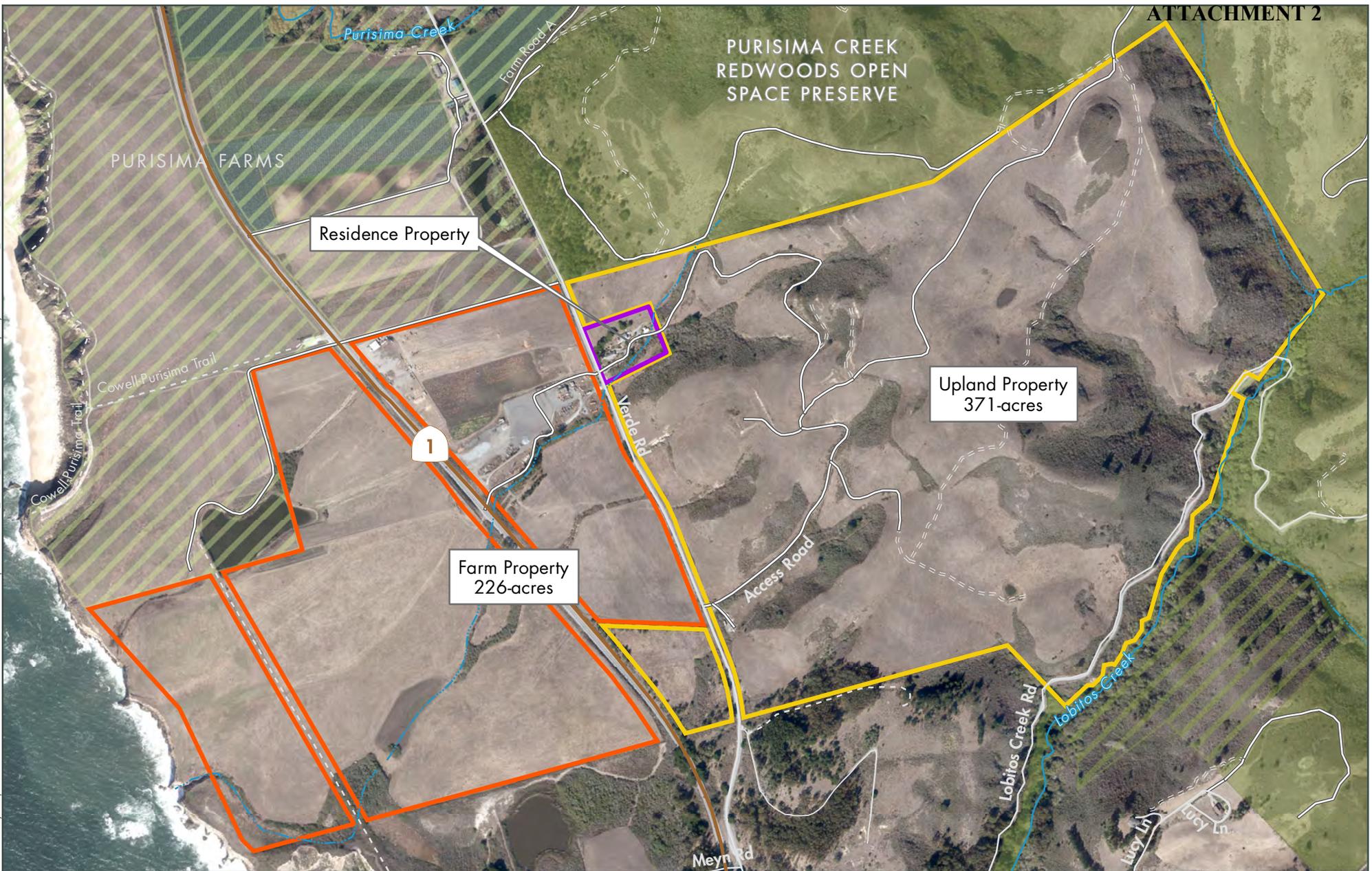
- MROSD Preserves
- Other Public Agency
- Private Property
- South Cowell Ranch Property
- Land Trust
- POST Conservation Easement

Midpeninsula Regional
 Open Space District
 (Midpen)
 12/20/2019



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

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Attachment 3: South Cowell Ranch Proposed Area of Land Division

- Purisima Creek Redwoods OSP
- Chamberlain-Lundell Conservation Easement
- Purisima Farms Conservation Easement (POST)
- Proposed Upland Property
- Residence Property
- Farm Property

Midpeninsula Regional
Open Space District
(Midpen)
8/20/2020



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

\$50,000,000
General Obligation Bonds,
Series 2018

WRITTEN REQUISITION NO. 16
FOR DISBURSEMENT FROM THE
2018 SERIES PROJECT ACCOUNT
OF THE BOND PROCEEDS FUND

The undersigned hereby states and certifies:

(i) that the undersigned is the Controller of the Midpeninsula Regional Open Space District (the "District"), a regional open space district organized and existing under the laws of the State of California, and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

(ii) that pursuant to Section 4.01(b) of that certain Fiscal Agent Agreement, dated as of February 1, 2018 (the "Fiscal Agent Agreement"), by and between the District and ZB, National Association dba Zions Bank, as fiscal agent (the "Fiscal Agent"), the undersigned hereby authorizes the disbursement from the Project Account of the Bond Proceeds Fund (the "Account") established under the Fiscal Agent Agreement, to the payee or payees set forth on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee for the purposes set forth on Schedule A (which purpose may include reimbursement of the District for previous payments), and all such payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule A and the Fiscal Agent shall have no duty or obligation to authenticate such payment instructions or the authorization thereof;

(iii) that the amounts to be disbursed constitute Project Costs;

(iv) that such amounts are required to be disbursed pursuant to a contract entered into by or on behalf of the District, or were necessarily and reasonably incurred and such amounts are not being paid in advance of the time, if any, fixed for payment;

(v) that no amount set forth in Schedule A was included in any certificate requesting disbursement previously filed with the Fiscal Agent pursuant to Section 4.01 of the Fiscal Agent Agreement;

(vi) that the requested requisition will not cause the District to violate its covenants set forth in Sections 5.05-5.09 of the Fiscal Agent Agreement.

Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Fiscal Agent Agreement.

Dated: Dec 14, 2020

MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT

By: 

Michael L. Foster, Controller

**SCHEDULE A
REQUISITION NO. 16
DISBURSEMENTS FROM
2018 SERIES PROJECT ACCOUNT
OF THE BOND PROCEEDS FUND**

<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
<p>Beneficiary Account: Old Republic Title Company 361 Lytton Avenue, Ste 100 Palo Alto, CA 94301 Account No. 1892529965</p> <p>Beneficiary Bank: Comerica Bank 2321 Rosecrans Ave., Suite 5000 El Segundo, CA 90245 ABA: 121137522</p> <p>Reference: Escrow #0626032371</p> <p>Fax confirm: 650-403-4008</p>	<p>Escrow funding to Old Republic Title Co for MAA eligible land acquisition.</p> <p>Reference: APN 066-280-010/066-280-020/066-280-051/066-280-052 Escrow No. 0626032371-AC</p>	<p>\$4,756,225.00</p>



Bond Oversight Committee

Invoice Cover Sheet (FY2019-20)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Vendor	Old Republic Title Co.	Date	05/18/21 & 06/09/21
Project #	MAA03-008	GL #	30-20-230-8101.01
Invoice Amount	\$16,715.00	Invoice #	Escrow #-0626033177
Project Manager*	Michael Williams	Title*	Real Property Manager
Description	Purchase of Reiser-Nelson Property – 2.46 acres abutting South Cowell Ranch. Purchase price of \$15,000 funding through \$5,000 deposit (check) followed by closing balance of \$11,715 (\$10,000 for purchase and \$1,715 in closing costs for escrow and title).		

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

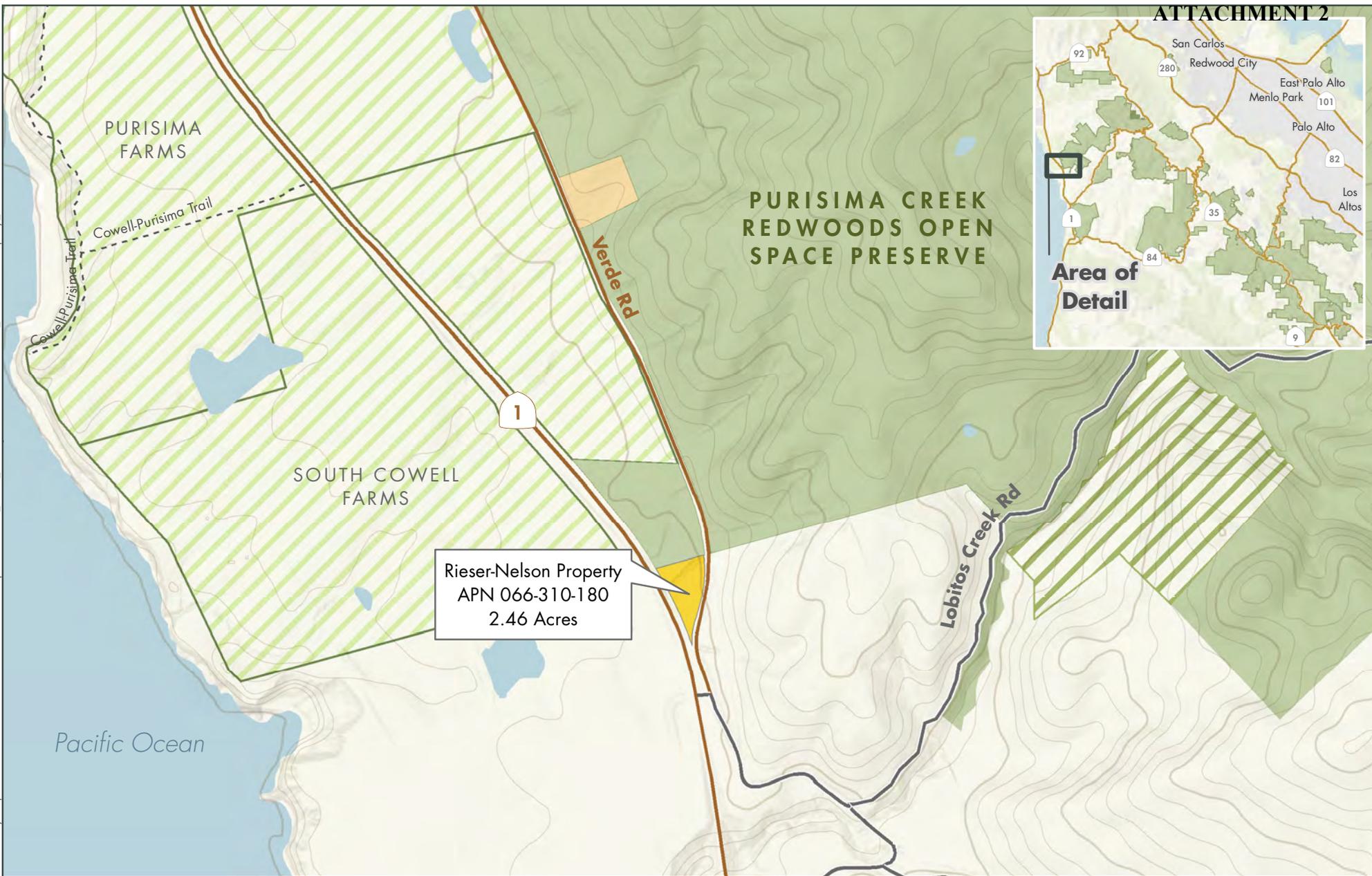
- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

** If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.*

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Rieser-Nelson Property

-  MROSD Preserves
-  Rieser-Nelson Property
-  Private Property
-  Non MROSD Conservation or Agricultural Easement
-  MROSD Conservation or Agriculture Easement

Midpeninsula Regional
Open Space District
(Midpen)
4/13/2021



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

Routing Slip

Date:	5/13/2021		
Document:	Rieser-Nelson Purchase and Sale Agreement		
From/Return attachment to: <i>(print name)</i>	Jasmine Leong	Department:	Real Property
Approved for Routing: <i>(print name)</i>	Jasmine Leong	Initial:	JL
		Date:	5/13/2021

ROUTING	Initial	Date
Real Property Manager – Michael C. Williams	 MCW	May 18, 2021
Legal General Counsel – Hilary Stevenson	 HWS	May 14, 2021
General Manager – Ana Ruiz	 AR	May 14, 2021
District Clerk – Jennifer Woodworth	 JW	May 13, 2021

Comments
<p>Purchase and Sale Agreement for the 2.46-acre property that abuts the South Cowell Ranch parcel on the west side of Verde Road, approximately 3 miles south of the City of Half Moon Bay in unincorporated San Mateo County.</p>

PURCHASE AGREEMENT

This Purchase Agreement (hereinafter called "Agreement") is made and entered into by and between PATRICIA RIESER and MARY JANE NELSON, Trustee of the Mary Jane Nelson Revocable Living Trust dated August 26, 2013, (hereinafter collectively called "Seller" and/or "Sellers") and the MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of Chapter 3 of Division 5 of the California Public Resources Code, (hereinafter called "District").

RECITALS

WHEREAS, Sellers are the owners of certain real property which has open space and recreational value, located within an unincorporated area of the County of San Mateo, and being more particularly described within the body of this Agreement; and

WHEREAS, District was formed by voter initiative to solicit and receive conveyances of real property by purchase, exchange, gift, or bargain purchase for public park, recreation, scenic and open space purposes; and

WHEREAS, District desires to purchase said property for open space preservation and as part of the ecological, recreational, and aesthetic resources of the midpeninsula area; and

WHEREAS, Sellers wish to sell and convey the entirety of said property to District, and District wishes to purchase said property upon the terms and conditions set forth herein; and

WHEREAS, Sellers wish to sell and convey said property to District at a price below fair market value, and District wishes to purchase said property upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Purchase and Sale. Sellers agree to sell to District and District agrees to purchase from Sellers, Sellers' real property located within an unincorporated area of the County of San Mateo, State of California, containing approximately 2.46 acres, more or less, and commonly referred to as San Mateo County Assessor's Parcel Number 066-310-180. Said property is further described in the Legal Description attached to Preliminary Report Number 0626033177 from Old Republic Title Company. A copy of said Preliminary Report is attached hereto as Exhibit "A", and incorporated herein by this reference. Said property is to be conveyed together with any easements, rights of way, or rights of use which may be appurtenant or attributable to the aforesaid lands, and any and all improvements attached or affixed thereto. All of said real property and appurtenances shall hereinafter be called the "Subject Property" or the "Property".

2. Purchase Price. The total purchase price ("Purchase Price") for the Property shall be Fifteen Thousand and No/100s Dollars (\$15,000.00), which shall be paid in cash at the "Closing" as defined in Section 3 hereof.

3. Escrow. Promptly upon execution of this Agreement, in accordance with Section 12 herein, an escrow shall be opened at Old Republic Title Company, 361 Lytton Avenue, Suite 100, Palo Alto, CA, 94301, Telephone Number (650) 321-0510 (Escrow number 0626033177) or other title company acceptable to District and Seller (hereinafter "Escrow Holder") through which the purchase and sale of the Property shall be consummated. A fully executed copy of this Agreement shall be deposited with Escrow Holder to serve as escrow instructions to Escrow Holder; provided that the parties shall execute such additional supplementary or customary escrow instructions as Escrow Holder may reasonably require. This Agreement may be amended or supplemented by explicit additional escrow instructions signed by the parties, but the printed portion of such escrow instructions shall not supersede any inconsistent provisions contained herein. Escrow Holder is hereby appointed and instructed to deliver, pursuant to the terms of this Agreement, the documents and monies to be deposited into the escrow as herein provided, with the following terms and conditions to apply to said escrow:

A. The time provided for in the escrow for the close thereof shall be on or before June 18, 2021, provided however, that the parties may, by written agreement, extend the time for Closing. The term "Closing" as used herein shall be deemed to be the date when Escrow Holder causes the Grant Deed (as defined below) to be recorded in the Office of the County Recorder of San Mateo County.

B. Sellers and District shall, during the escrow period, execute any and all documents and perform any and all acts reasonably necessary or appropriate to consummate the purchase and sale pursuant to the terms of this Agreement.

C. Sellers shall deposit into the escrow on or before the Closing an executed and recordable Grant Deed, covering the Property as described in said Exhibit "A".

D. District shall deposit into the escrow, on or before the Closing:

(i) The required Certificate of Acceptance for the Grant Deed, duly executed by District and to be dated as of the Closing;

(ii) District's payment to Escrow Holder in the amount of Ten Thousand and No/100s Dollars (\$10,000.00) which is the balance of the Purchase Price of Fifteen Thousand Dollars as specified in Section 2. The balance of \$5,000.00 is paid into escrow in accordance with Section 12 of this Agreement.

E. District shall pay the escrow fees, the CLTA Standard Policy of Title Insurance and all recording costs and fees. All other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between District and Sellers in the manner customary in San Mateo County. All current property taxes on the Property shall be paid

by Sellers as of the Closing based upon the latest available tax information using the customary escrow procedures.

F. Sellers shall cause Old Republic Title Company, or other title company acceptable to District and Sellers, to be prepared and committed to deliver to District, a CLTA Standard Policy of Title Insurance, dated as of the Closing, insuring District in the amount of \$15,000.00 for the Property showing title to the Property vested in fee simple in District, subject only to: (i) current real property taxes, (ii) title exceptions 3, 4, 5, 6, and 7 as listed in preliminary report dated March 22, 2021 (Exhibit A), and (iii) such additional title exceptions as may be approved in writing by District prior to the Closing as determined by District in its sole and absolute discretion.

G. Escrow Holder shall, when all required funds and instruments have been deposited into the escrow by the appropriate parties and when all other conditions to Closing have been fulfilled, cause the Grant Deed and attendant Certificate of Acceptance to be recorded in the Office of the County Recorder of San Mateo County. Upon the Closing, Escrow Holder shall cause to be delivered to District the original of the policy of title insurance required herein, and to Sellers Escrow Holder's check for the full purchase price of the Subject Property (less Sellers' portion of the expenses described in Section 3.E.), and to District or Sellers, as the case may be, all other documents or instruments which are to be delivered to them. In the event the escrow terminates as provided herein, Escrow Holder shall return all monies, documents or other things of value deposited in the escrow to the party depositing the same.

4. Rights and Liabilities of the Parties in the Event of Termination. In the event this Agreement is terminated and escrow is canceled for any reason, all parties shall be excused from any further obligations hereunder, except as otherwise provided herein. Upon any such termination of escrow, all parties hereto shall be jointly and severally liable to Escrow Holder for payment of its title and escrow cancellation charges (subject to rights of subrogation against any party whose fault may have caused such termination of escrow), and each party expressly reserves any other rights and remedies which it may have against any other party by reason of a wrongful termination or failure to close escrow.

5. Sellers' Representations and Warranties. For the purpose of consummating the sale and purchase of the Property in accordance herewith, Sellers make the following representations and warranties to District, which shall survive close of escrow, each of which is material and is being relied upon by District.

A. Authority. Sellers have the full right, power and authority to enter into this Agreement and to perform the transactions contemplated hereunder.

B. Valid and Binding Agreements. This Agreement and all other documents delivered by Sellers to District now or at the Closing have been or will be duly authorized and executed and delivered by Sellers and are legal, valid and binding obligations of Sellers sufficient to convey to District the Subject Property described therein, and are enforceable in accordance with their respective terms and do not violate any provisions of any agreement to

which Sellers are a party or by which Sellers may be bound or any articles, bylaws or corporate resolutions of Sellers.

C. Leases or Occupancy of Premises. To the best of Sellers' actual knowledge, there exist no oral or written leases, licenses, or rental agreements affecting all or any portion of the Subject Property. Sellers further warrant and agree to hold District free and harmless and to reimburse District for any and all costs, liability, loss, damage or expense, including costs for legal services, occasioned by reason of any such lease, license, or rental agreement of the Property being acquired by District, including, but not limited to, claims for relocation benefits and/or payments pursuant to California Government Code Section 7260 *et seq.* Sellers understand and agree that the provisions of this Section shall survive the close of escrow and recordation of any Grant Deed(s).

6. Integrity of Property. Except as otherwise provided herein or by express written permission granted by District, Sellers shall not, between the time of Sellers' execution hereof and the close of escrow, cause or allow any physical changes on the Property. Such changes shall include but not be limited to grading, excavating or other earthmoving activities, cutting or removing trees, shrubs, brush or other vegetation, and damaging or demolition of improvements or structures on the Property.

7. As-Is Purchase and Sale. This sale is made without representation or warranty by Seller, except as expressly set forth in this Agreement. Seller has provided District with copies of all reports and documents in its possession regarding the improvements, physical, geologic and environmental condition of the Property ("Disclosure Documents") known to Seller for District's inspection and review. District acknowledges that Seller has delivered to District the reports and documents listed in this Section, and that this list does not relieve Seller of its obligation to provide District with all Disclosure Documents known to it. Seller does not represent or warrant the accuracy of any information in the following reports, and is presenting them to the District merely as part of the Seller's disclosure of reports Seller has in its possession as described above.

District represents, warrants, acknowledges and agrees that it has had full and ample opportunity prior to the execution of this Agreement to investigate the Property, including but not limited to the physical condition thereof, the presence, absence or condition of improvements thereon, the suitability of the Property for any purpose, the compliance of the Property for any purpose, the compliance of the Property with applicable laws, the condition of the soil, water, vegetation, any water courses or bodies of water in, on or adjacent to the Property, and the surroundings of the Property, and that District shall purchase the Property AS-IS WITH ALL FAULTS. Except as expressly set forth in this Agreement, Seller expressly disclaims any representations or warranties concerning any of the foregoing matters. District represents and warrants to Seller that District has made visual inspections of the Property and such geologic, soils and other tests as District deems appropriate, and that District accepts the condition of the Property as set forth above.

8. Hazardous Waste.

A. Definitions. The term "Hazardous Waste," as used herein, means any substance, material or other thing regulated by or pursuant to any federal, state or local environmental law by reason of its potential for harm to human health or the environment because of its flammability, toxicity, reactivity, corrosiveness or carcinogenicity. The term "Hazardous Waste" also includes without limitation, polychlorinated biphenyls, benzene, asbestos, petroleum, petroleum by-products, gas, gas liquids and lead.

The term "Environmental Law" as used herein includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*)

B. Representations and Warranties. For the purpose of consummating the sale and purchase of the Property, Sellers make the following representations and warranties to District, which shall survive close of escrow, each of which is material and is being relied upon by District:

(i) To the best of Sellers' actual knowledge (without actual investigation), the Property does not contain and has not previously contained any Hazardous Waste or underground storage tanks, and no Hazardous Waste has been or is being used, manufactured, handled, generated, stored, treated, discharged, present, buried or disposed of on, under or about the Property, or transported to or from the Property, nor have Sellers undertaken, permitted, authorized or suffered any of the foregoing;

(ii) Sellers have not received any notice and Sellers have no actual knowledge that any private person or governmental authority or administrative agency or any employee or agent thereof has determined, alleged or commenced or threatened to commence any litigation, or other proceedings, to determine that there is a presence, release, threat of release, placement on, under or about the Property, or the use, manufacture, handling, generation, storage, treatment, discharge, burial or disposal on, under or about the Property, or the transportation to or from the Property, of any Hazardous Waste, nor have Sellers received any communication from any such person or governmental agency or authority concerning any such matters.

C. Indemnity. Sellers shall indemnify, defend and hold harmless District from and against and all claims, liabilities, losses, damages, and costs incurred or suffered by District, including without limitation, attorney, engineering and other professional or expert fees, to the extent arising from any breach of the warranties or representations contained herein.

9. Waiver of Relocation Benefits and Statutory Compensation. Sellers and District understand and agree that Sellers may be entitled to receive certain relocation benefits and the fair market value of the Property described in Exhibit "A", as provided for by the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646), the Uniform Relocation Act Amendments of 1987 (Public Law 100-17, Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (101 Statutes, 246-256) (42 U.S.C. '4601 *et seq.*), and the California Relocation Assistance Act, Government Code Section

7260 *et seq.* Sellers hereby waive any and all existing and/or future claims or rights Sellers may have to any relocation assistance, benefits, procedures, or policies as provided in said laws or regulations adopted there under and to any other compensation, except as provided in this Agreement. Sellers have been advised as to the extent and availability of such benefits, procedures, notice periods, and assistance, and freely and knowingly waives such claims, rights and notice periods except as set forth in this Agreement, including the fair market value of said Property, as provided for by said Federal Law and any similar California Law.

10. Charitable Contribution. District and Sellers acknowledge and agree that Sellers may seek a tax benefit for the charitable contribution of the difference between the purchase price being paid by the District and the Property's fair market value being donated to the District as part of this transaction. District expresses no opinion as to whether Sellers will receive any deduction for federal or state income tax purposes as result of this transaction. Sellers acknowledge and agree that Sellers are relying solely upon the advice of its own attorneys, accountants and other professional advisors with respect to all such matters, and to the tax consequences of this Agreement in general. Without limitation of the foregoing, if such contribution is not deductible for federal and state income tax purposes, in whole or in part, such non-deductibility or non-treatment will not relieve Sellers of any of their obligations under this Agreement or otherwise affect this Agreement in any way or require the payment of any additional or substitute consideration by District for the purchase of the Subject Property or entitle Sellers to any remedies against District as a result thereof. District agrees to provide Sellers with an executed IRS Form 8283 as evidence of the Bargain Sale price accepted by Sellers thereunder.

11. Miscellaneous Provisions.

A. Access for Investigations. From the date Sellers deliver an executed copy of this Purchase Agreement to District and until the Closing, District and District's agents, lender, contractors, engineers, consultants, employees, subcontractors and other representatives (the "District Parties") may, upon the giving of reasonable advance written notice to Sellers, enter upon the Property for the purpose of inspecting, testing and evaluating the same; provided, however, that District may not perform any work on the Property without Sellers' prior written consent, which shall not be unreasonably withheld or delayed and further provided that District shall give Sellers at least 24 hours' prior notice of each proposed entry by District. District shall indemnify, protect, defend and hold Sellers free and harmless from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including, without limitation, reasonable attorneys' fees and costs), liabilities, damages, and liens caused by the activities of District Parties while upon the Property prior to the Closing; provided, however, the foregoing indemnity shall not cover or include any claims, damages or liens resulting from District's discovery of any Hazardous Waste or other pre-existing adverse conditions pursuant to its inspections, testing or evaluation. District's inspections shall be at District's sole expense. District shall repair any damage to the Property that may be caused by the District Parties while on the Property performing its inspections.

B. Choice of Law. The internal laws of the State of California, regardless of any choice of law principles, shall govern the validity of this Agreement, the construction of its

terms and the interpretation of the rights and duties of the parties.

C. Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may in writing: (i) extend the time for the performance of any of the obligations of the other party; (ii) waive any inaccuracies in representations and warranties made by the other party contained in this Agreement or in any documents delivered pursuant hereto; (iii) waive compliance by the other party with any of the covenants contained in this Agreement or the performance of any obligations of the other party; or (iv) waive the fulfillment of any condition that is precedent to the performance by such party of any of its obligations under this Agreement. The General Manager is authorized to agree to an extension of the time for the performance of any obligations on the part of District or Sellers pursuant to this Agreement, and to take any actions and execute any documents necessary or appropriate to closing escrow and completing this conveyance, including execution of any documents which may allow Sellers to accomplish a tax deferred exchange of property as permitted by law; provided, however that the District shall not take title to any third party property other than the Subject Property. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing.

D. Rights Cumulative. Each and all of the various rights, powers and remedies of the parties shall be considered to be cumulative with and in addition to any other rights, powers and remedies which the parties may have at law or in equity in the event of the breach of any of the terms of this Agreement. The exercise or partial exercise of any right, power or remedy shall neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such party.

E. Notices. Whenever any party hereto desires or is required to give any notice, demand, or request with respect to this Agreement (or any Exhibit hereto), each such communication shall be in writing and shall be deemed to have been validly served, given or delivered at the time stated below if deposited in the United States mail, registered or certified and return receipt requested, with proper postage prepaid, or if delivered by Federal Express or other private messenger, courier or other delivery service or sent by facsimile transmission by telex, telecopy, telegraph or cable or other similar electronic medium, addressed as indicated as follows:

Sellers: Patricia Rieser and Mary Jane Nelson
586 Atherton Ave
Novato, CA 94945-2615
Telephone: (650) 307-5100
Copy to Michael Liffmann by email: mliffmann@sbcglobal.net

District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attn: Real Property Manager
Telephone: (650) 691-1200
Email: mwilliams@openspace.org

If sent by telegraph, facsimile copy or cable, a confirmed copy of such telegraphic, facsimile or cabled notice shall promptly be sent by mail (in the manner provided above) to the addressee. Service of any such communication made only by mail shall be deemed complete on the date of actual delivery as indicated by the addressee's registry or certification receipt or at the expiration of the third (3rd) business day after the date of mailing, whichever is earlier in time. Either party hereto may from time to time, by notice in writing served upon the other party as aforesaid, designate a different mailing address or a different person to which such notices or demands are thereafter to be addressed or delivered. Nothing contained in this Agreement shall excuse either party from giving oral notice to the other when prompt notification is appropriate, but any oral notice given shall not satisfy the requirement of written notice as provided in this Section.

F. Severability. If any of the provisions of this Agreement are held to be void or unenforceable by or as a result of a determination of any court of competent jurisdiction, the decision of which is binding upon the parties, the parties agree that such determination shall not result in the nullity or unenforceability of the remaining portions of this Agreement. The parties further agree to replace such void or unenforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

G. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed as an original, and when executed, separately or together, shall constitute a single original instrument, effective in the same manner as if the parties had executed one and the same instrument.

H. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

I. Entire Agreement. This Agreement is intended by the parties to be the final expression of their agreement; it embodies the entire agreement and understanding between the parties hereto; it constitutes a complete and exclusive statement of the terms and conditions thereof, and it supersedes any and all prior correspondence, conversations, negotiations, agreements or understandings relating to the same subject matter.

J. Time of Essence. Time is of the essence of each provision of this Agreement in which time is an element.

K. Survival of Covenants. All covenants of District or Sellers which are expressly intended hereunder to be performed in whole or in part after the Closing, and all representations and warranties by either party to the other, shall survive the Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns.

L. Assignment. Except as expressly permitted herein, neither party to this Agreement shall assign its rights or obligations under this Agreement to any third party without the prior written approval of the other party.

M. Further Documents and Acts. Each of the parties hereto agrees to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions described and contemplated under this Agreement.

N. Binding on Successors and Assigns. This Agreement and all of its terms, conditions and covenants are intended to be fully effective and binding, to the extent permitted by law, on the successors and permitted assigns of the parties hereto.

O. Broker's Commission. District shall not be responsible for any real estate commission or other related costs or fees in this transaction. Sellers agree to and do hereby indemnify and hold District harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of Sellers in connection with this transaction.

P. Captions. Captions are provided herein for convenience only and they form no part of this Agreement and are not to serve as a basis for interpretation or construction of this Agreement, nor as evidence of the intention of the parties hereto.

Q. Pronoun References. In this Agreement, if it be appropriate, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall include all other genders as appropriate.

R. Arbitration of Disputes. If a dispute arises out of or relates to this Agreement or the performance or breach thereof, the parties agree first to participate in non-binding mediation in order to resolve their dispute. If the parties are unable to resolve their dispute through mediation, or if there is any remaining unresolved controversy or claim subsequent to mediation, any remaining unresolved controversy or claim shall be settled by binding arbitration. The parties shall jointly select one arbitrator who shall be a retired or former judge of the Superior Court of California. The arbitration shall be conducted in accordance with the rules set forth in California Code of Civil Procedure Sections 1280 *et. seq.* including the right of discovery. Hearings shall be held in San Mateo County, California. If the parties are unable to agree upon an arbitrator, the arbitration shall be conducted by Judicial Arbitration and Mediation Services, Inc. ("JAMS") in accordance with the rules thereof or, if JAMS ceases to exist, its successor, or if none, a similar arbitration service. If arbitration is required to resolve a dispute, it shall in all cases be final and binding.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING FROM THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP

Purchase Agreement

ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO APPEAL UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING FROM THE MATTER INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION TO NEUTRAL ARBITRATION.

SELLER INITIALS PR MJN DISTRICT INITIAL JL

12. Acceptance. Provided that this Agreement is executed by Sellers and delivered to District on or before May 14, 2021, District shall have until midnight May 28, 2021 (“Option Deadline”) to accept and execute this Agreement, and during said period this instrument shall constitute an option and irrevocable offer by Sellers to sell and convey the Property to District for the consideration and under the terms and conditions herein set forth. Said offer shall remain irrevocable during this period without the necessity of execution and acceptance of this Purchase Agreement by District. As consideration for said irrevocable option, District has paid into escrow and Sellers acknowledge deposit into escrow of the sum of Five Thousand Dollars and No/100 (\$5,000.00), which, (i) if said irrevocable option is exercised by District, shall be applied upon the close of escrow to the Purchase Price as set forth in Section 2 hereof, or (ii) if District does not exercise said option, shall be disbursed directly to Sellers upon expiration of the Option Deadline.

Provided that this Agreement is accepted by District, this transaction shall close as soon as practicable in accordance with the terms and conditions set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

Purchase Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers to be effective as of the date of final execution by District in accordance with the terms hereof.

DISTRICT:

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

APPROVED AND ACCEPTED:


Ana Ruiz (May 14, 2021 6:26 PDT)

Ana M. Ruiz, General Manager

May 14, 2021

Date

ATTEST:



Jennifer Woodworth, District Clerk

Date: May 13, 2021

ACCEPTED FOR RECOMMENDATION


Michael C. Williams (May 18, 2021 11:24 PDT)

Michael C. Williams, Real Property Manager

APPROVED AS TO FORM:


Hilary W. Stevenson (May 14, 2021 10:26 PDT)

Hilary Stevenson, General Counsel

SELLERS:

PATRICIA RIESER

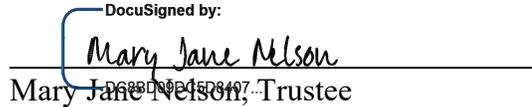
DocuSigned by:


Patricia Rieser

5/12/2021

Date

MARY JANE NELSON, Trustee of the Mary Jane Nelson Revocable Living Trust dated August 26, 2013

DocuSigned by:


Mary Jane Nelson, Trustee

5/9/2021

Date

ORDER NO. : 0626033177

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

A portion of that 15.149 acre parcel of land described in Deed No. 7283, to the State of California, recorded June 22, 1950 in Volume 1882, Page 409, Official Records of San Mateo County, described as follows:

Commencing at a point on the Northerly line of said parcel, distant thereon S. 75° 21' 18" W., 35.43 feet from the Northeasterly corner of said parcel; thence along the Northwesterly line of that certain parcel of land described as Parcel 1 in Relinquishment No. 7818, to the County of San Mateo; said relinquishment being more particularly described in the California Highway's Commission's vote of relinquishment on August 21, 1952, of a portion of the State Highway within the County of San Mateo, between Lobitos Creek and Purisima Creek, Road IV-SM-56-C; S. 8° 54' 28" E., 17.44 feet along a tangent curve to the right, with a radius of 670.00 feet, through an angle of 23° 23' 15", an arc length of 273.49 feet and S. 14° 28' 47" W., 342.46 feet; thence N. 10° 08' 20" W., 29.94 feet; thence from a tangent that bears N. 19° 14' 44" W., along a curve to the left, with a radius of 2580.00 feet, through an angle of 12° 21' 45", an arc length of 556.686 feet to the Northerly line of said 15.149 acre parcel (1882 OR 409); thence along last said line, N. 75° 21' 18" E., 351.36 feet to the point of commencement.

APN: 066-310-180

JPN: 066-031-310-18



361 Lytton Avenue, Suite 100
 Palo Alto, CA 94301
 (650) 321-0510 Fax: (650) 321-2973

PRELIMINARY REPORT

Our Order Number 0626033177-AC

MIDPENINSULA REGIONAL OPEN SPACE
 DISTRICT

, CA

When Replying Please Contact:

Angie Civjan
ACivjan@ortc.com
 (650) 321-0510

Buyer:

Midpeninsula Regional Open Space District

Property Address:

APN: 066-310-180, San Mateo County, , CA
 [Unincorporated area of San Mateo County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 22, 2021, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
 For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033177-AC

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Patricia Rieser, as to an undivided 1/2 interest and Mary Jane Nelson, Trustee of the Mary Jane Nelson Revocable Living Trust dated August 26, 2013, as to an undivided 1/2 interest

The land referred to in this Report is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

A portion of that 15.149 acre parcel of land described in Deed No. 7283, to the State of California, recorded June 22, 1950 in [Volume 1882, Page 409](#), Official Records of San Mateo County, described as follows:

Commencing at a point on the Northerly line of said parcel, distant thereon S. 75° 21' 18" W., 35.43 feet from the Northeasterly corner of said parcel; thence along the Northwesterly line of that certain parcel of land described as Parcel 1 in Relinquishment No. 7818, to the County of San Mateo; said relinquishment being more particularly described in the California Highway's Commission's vote of relinquishment on August 21, 1952, of a portion of the State Highway within the County of San Mateo, between Lobitos Creek and Purisima Creek, Road IV-SM-56-C; S. 8° 54' 28" E., 17.44 feet along a tangent curve to the right, with a radius of 670.00 feet, through an angle of 23° 23' 15", an arc length of 273.49 feet and S. 14° 28' 47" W., 342.46 feet; thence N. 10° 08' 20" W., 29.94 feet; thence from a tangent that bears N. 19° 14' 44" W., along a curve to the left, with a radius of 2580.00 feet, through an angle of 12° 21' 45", an arc length of 556.686 feet to the Northerly line of said 15.149 acre parcel (1882 OR 409); thence along last said line, N. 75° 21' 18" E., 351.36 feet to the point of commencement.

APN: 066-310-180

JPN: 066-031-310-18

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033177-AC

2. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, as follows:

Assessor's Parcel No	:	066-310-180	
Code No.	:	087-056	
1st Installment	:	\$121.33	Marked Paid
2nd Installment	:	\$121.33	Marked Paid
Land Value	:	\$5,984.00	

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Easements for roads, canals, ditches, utilities, etc. in favor of the County of San Mateo and the public encompassed within the boundaries of said land due to the rural nature of said land.

5. Rights or claims of easements not recorded in the public records.

6. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California,

Recorded : [in Book 1882 of Official Records, Page 409](#)

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Grant Deed (Corporation)
Reserved By	:	Mackay Radio and Telephone Company
For	:	Water Pipe and a buried Cable
Recorded	:	in Book 1882 of Official Records, Page 409
Affects	:	As described therein

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033177-AC

8. Terms and conditions contained in the Mary Jane Nelson Revocable Living Trust dated August 26, 2013 as disclosed by Grant Deed.

Dated : August 26, 2013
 Recorded : [September 26, 2013 in Official Records under Recorder's Serial Number 2013-138696](#)

The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5; and

If the acting trustee is a successor trustee the additional requirement the Company is provided a complete copy of the trust, with all amendments and any intervening trustee is no longer acting in that capacity by providing copies of resignation letters, etc.

The Company reserves the right to make additional exceptions and/or requirements upon review of the above.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

- B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument
 Entitled : Judgment Settling First and Final Account and Report of Executor, Allowing Fees for Ordinary Service, Allowing Fees for Extraordinary Service and for Final Distribution
 By/From : Estate of Joseph Bernard Libra, Deceased
 To : Patricia Rieser, as to an undivided 1/2 interest
 Recorded : [September 19, 1988 in Official Records under Recorder's Serial Number 88124710](#)

Grant Deed executed by Mary Jane Nelson, a single woman to Mary Jane Nelson, Trustee of the Mary Jane Nelson Revocable Living Trust dated August 26, 2013, as to an undivided 1/2 interest recorded [September 26, 2013 in Official Records under Recorder's Serial Number 2013-138696](#).

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033177-AC

C.

NOTICE: FinCEN COMPLIANCE

Closing the residential purchase and/or issuing title insurance contemplated by this Preliminary Report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. FinCEN prohibits Old Republic from disclosing the specific terms of the GTO. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

O.N.
MV/mt

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing-business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE**SCHEDULE B - PART I**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

	
FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Updated: January 1, 2020

Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act (“CCPA”).

What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:

Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994,
- Publicly available information that is available from federal, state, or local government records, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties with whom the information is shared, if any.

Category	Examples	Collected	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious,	Service providers associated with the transaction for a business purpose

				deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).				
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we “sell” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	Examples	Business Purpose for Disclosure	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. “Personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected and the purposes for which the categories of personal information will be used.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the

	<p>categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and</p> <p>7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.</p>
Deletion	<p>You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to:</p> <ul style="list-style-type: none"> • Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. • Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities. • Debug products to identify and repair errors that impair existing intended functionality. • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law. • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.) • Engage in public or peer reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us. • Comply with a legal obligation. • Make other internal and lawful uses of that information that are compatible with the context in which you provided it. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Opt-Out of Sale	<p>With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties.</p> <p>A business may not sell the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.</p>
Opt-In to Sale	
Non-Discrimination	<p>We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not:</p> <ul style="list-style-type: none"> • Deny you goods or service • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties • Provide a different level or quality of goods or services • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

To Exercise Your Rights

To Opt-out of the Sale of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA.

To Request Access to or Deletion of Your Personal Information

To exercise your access or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website [CCPA Consumer Request](#).

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

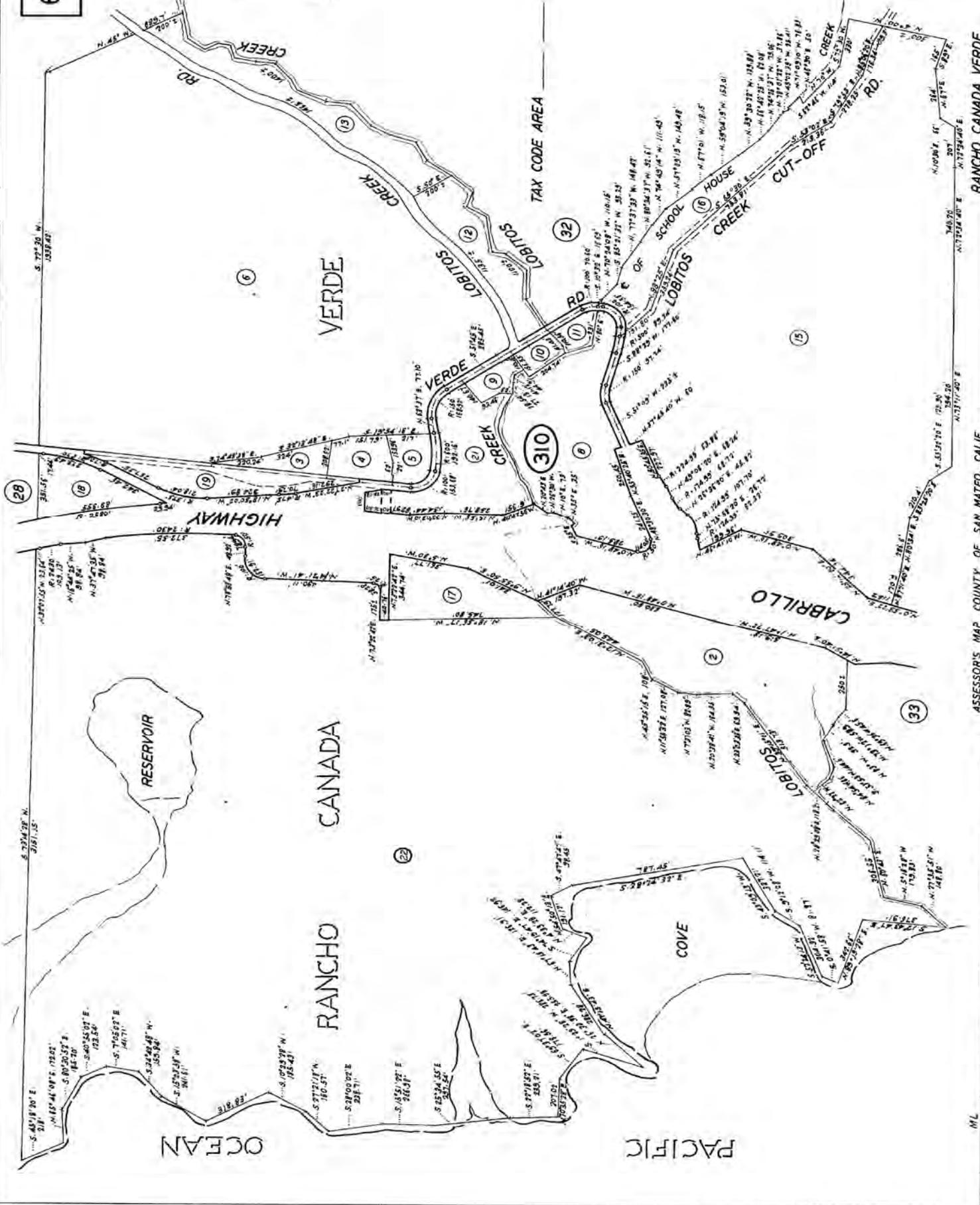
We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

Contact Us

If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: CCPA@oldrepublictitle.com, or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite 1500, San Francisco, CA 94111-3334.

66-31



ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF. RANCHO CANADA VERDE

M.L.

Signature: Jasmine Leong
Jasmine Leong (May 18, 2021 11:41 PDT)

Email: jleong@openspace.org

ATTACHMENT 2



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Vendor	<u>Old Republic Title Co.</u>	Date	<u>Various dates</u>
Project #	<u>MAA19-004</u>	GL #	<u>30-20-230-8101.01/.04/.05/.06</u>
Invoice Amount	<u>\$1,130,100.00</u>	Invoice #	<u>Escrow #-0626032569</u>
Project Manager*	<u>Allen Ishibashi</u>	Title*	<u>Senior Real Property Specialist</u>
Description	<u>Purchase of San Jose Water Company Property – 182.15 acres as an addition to El Sereno Open Space Preserve. Purchase price of \$1,075,000 funded 100% through a grant from the State Wildlife Conservation Board. Additional costs of \$50,100.00 reimbursement to POST for property taxes and \$7,399.96 in other costs.</u>		

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.



Midpeninsula Regional
Open Space District

R-20-78
Meeting 20-16
July 22, 2020

AGENDA ITEM 8

AGENDA ITEM

Proposed Purchase of the San Jose Water Company Property as an addition to El Sereno Open Space Preserve located in unincorporated Santa Clara County, Assessor's Parcel Numbers 510-33-001, -004, -005, -006, 510-35-004 & -005; Assignment of Purchase and Sale Agreement for the San Jose Water Company Property to Peninsula Open Space Trust; Approval of a Lease and Management Agreement.

GENERAL MANAGER'S RECOMMENDATIONS

1. Determine that the recommended actions are categorically exempt under the California Environmental Quality Act (CEQA), as set out in the staff report.
2. Adopt a Resolution authorizing the purchase of the San Jose Water Company property at a cost of \$1,075,000 with corresponding authorization for a Fiscal Year 2020-21 budget adjustment of the same amount, and authorizing the General Manager, if necessary, to approve an Assignment of Purchase and Sale Agreement, and a Lease and Management Agreement, entered into with Peninsula Open Space Trust for the San Jose Water Company property.
3. Adopt a Preliminary Use and Management Plan for the property, as set out in the staff report.
4. Withhold dedication of the San Jose Water Company Property as public open space.

SUMMARY

The General Manager recommends purchasing the 182.15-acre San Jose Water Company Property (Property) at a purchase price of \$1,075,000 as an addition to El Sereno Open Space Preserve (Preserve). The General Manager also seeks authorization, if necessary, to assign its purchase rights for the Property to Peninsula Open Space Trust (POST) in order to secure grant funding and to enter into a Lease and Management Agreement with POST to manage the Property until its future conveyance to the Midpeninsula Regional Open Space District (District). The following report provides a description of the Property, a Preliminary Use and Management Plan, findings of the environmental review, the purchase terms and conditions, and financial considerations. A budget adjustment/increase of \$1,075,000 to the Fiscal Year 2020-21 (FY21) budget would be required to proceed with the acquisition.

DISCUSSION

The District proposes to purchase the 182.15-acre property consisting of six assessor parcel numbers and four legal parcels that are all zoned Hillside-d1. The Property is surrounded by the 1,433-acre El Sereno Open Space Preserve. The Property drains into both the Los Gatos Creek and Saratoga Creek watersheds and is visible from within the Preserve. A portion of the District's Aquinas Trail crosses the Property and is designated as part of the Bay Area Ridge Trail. This purchase advances Measure AA Portfolio #19 El Sereno Open Space Preserve for Dog trails, and connection to Skyline/Sanborn County Park and Lexington Reservoir. The purchase of the Property would perfect ownership of the current trail connections within the Preserve and fill a large inholding. A patrol and maintenance easement would also be granted to the District to access the northeast corner of the Property.

Property Description and Regional Context (see attached map)

The Property consists of six assessor parcels and four legal parcels. The Property can be accessed from Overlook Road and the Aquinas Trail. The Property rises to approximately 2,400 feet in elevation and has excellent views of the Preserve, Lexington Reservoir, Sierra Azul Open Space Preserve, and the southern Santa Clara Valley. The Property straddles the Los Gatos Creek and Saratoga Creek watersheds with one unnamed tributary flowing into Trout Creek and two unnamed tributaries flowing into San Tomas Aquinas Creek.

Land Use and Improvements

Until the 1970's, San Jose Water Company operated a small water intake on the 5.04-acre parcel identified as APN: 510-35-005. The water intake structure consists of a concrete dam and pipelines in disrepair. In addition to the water intake, the Property is also improved with approximately 0.35 miles of a 10-foot wide dirt road that connects two segments of the District's Aquinas Trail (APN: 510-33-006). While use of this road is unperfected, the property owner has not specifically excluded use for patrol or trail access within the larger preserve. The Aquinas Trail is designated as part of the Bay Area Ridge Trail. The remainder of the Property is unimproved.

Habitat and Natural Resources Value

The vegetation on the Property is mainly comprised of chamise chaparral and mixed broadleaf hardwood forest. Chamise chaparral is a fire dependent vegetation community. The Property provides varied habitat for animal species associated with the upper elevations of the Preserve, including larger mammals such as deer, coyotes, bobcats, and mountain lions. A wide variety of bird species occupy and migrate through the general area.

Water Resources and Rights

The Property contains three unnamed tributaries. One tributary flows into Trout Creek, which then flows into Los Gatos Creek, and two tributaries flow into San Tomas Aquinas Creek, which then flows into Saratoga Creek. All water rights associated with the Property would be owned by the District upon the close of escrow. There is an abandoned water diversion on the larger unnamed tributary that flows into San Tomas Aquino Creek that does not prevent the flow of the tributary in any significant way.

USE AND MANAGEMENT

Planning Considerations

The Property is located in unincorporated Santa Clara County and outside the urban service area or sphere of influence of any incorporated municipality. The Property has a County General Plan designation of Hillside. The zoning designation is Hillside with design review required (HS-d1). In 1999, the Santa Clara County Planning Department found that all open space acquisitions by the District in unincorporated areas that are classified as a Resource Conservation Area in the County's General Plan comply with the General Plan. Per the County's Zoning Regulations, recreation, open space, and natural preserves are allowable uses in HS-d1 zoning designation.

If purchased, the Property will be incorporated into the Preserve, and use of the existing road to connect both segments of the Aquinas Trail will continue. Subsequent planning for the Property would be coordinated with the District's planning efforts for the Preserve and include consultation with appropriate agencies and organizations.

Preliminary Use and Management Plan

The Preliminary Use and Management Plan (PUMP) establishes a status quo land management approach in the interim between the purchase and the completion of a subsequent long-term plan. The PUMP would take effect at the close of escrow and remain effective until the PUMP is amended or a Comprehensive Use and Management Plan or Preserve Plan is approved for El Sereno Open Space Preserve. The PUMP includes minor restoration and preservation of the Property in its natural condition, as described more fully below. If changes to land use or the physical environment were proposed in the future, the plan would be subject to further environmental review and public input.

Name: Name the property as an addition to El Sereno Open Space Preserve.

Dedication: Indicate the District's intention to withhold dedication of the subject property as open space at this time.

Public Access: Continue public access via the District's Aquinas Trail.

Signs and Site Security: Install preserve boundary signs and trail signs as needed.

Fences and gates: Install and maintain fences and gates as needed. Install a District lock on existing gate to water intake improvements.

Roads and Trails: Continue to maintain the road that forms a portion of the Aquinas Trail that crosses through the property and maintain as needed the lower access road.

Implement maintenance and minor erosion and sediment control measures in accordance with the District's adopted Resource Management Policies standards and regulatory permits.

Patrol: Routinely patrol property.

R-20-78

Resource Management: Conduct plant and animal management activities consistent with the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Best Management Practices and regulatory permits issued to the District as needed.

Water Resources and Water Rights: Protect creeks and springs on the Property consistent with the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Best Management Practices and regulatory permits issued to the District as needed.

Investigate and determine if the former water diversion improvements should be removed from the Property. If considered appropriate, any action to remove the water diversion will be undertaken as a separate project at a future date.

Wildfire Fuel Management: Implement standard District-wide fuel management and defensible space practices consistent with the District's Resource Management Policies.

CEQA COMPLIANCE

Project Description

The project consists of the purchase of the 182.15-acre Property as an addition to the District's El Sereno Open Space Preserve and concurrent adoption of a PUMP, including minor erosion control and sediment control measures that may be conducted to prevent erosion. Minor resource management activities may be conducted to control invasive plants. The land would be permanently preserved as open space and maintained in a natural condition.

CEQA Determination

The District concludes that this project will not have a significant effect on the environment. It is categorically exempt under the California Environmental Quality Act (CEQA) under Article 19, Sections 15301, 15316, and 15325 of the CEQA Guidelines as follows:

Section 15301 exempts the repair, maintenance, or minor alteration of existing public or private structures, facilities, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The PUMP specifies no alteration or expansion of use at this time beyond activities associated with the maintenance of the existing access roads and Aquinas Trail, and minor activities to implement maintenance and minor erosion and sediment control measures in accordance with District standards.

Section 15316 exempts the acquisition of land in order to create parks if the land is in a natural condition and the management plan proposes to keep the area in a natural condition. The PUMP specifies that the land will not be developed, will remain in a natural condition, and will be designated as an addition to the District's El Sereno Open Space Preserve.

Section 15325 exempts transfers of ownership of interests in land in order to preserve open space. This acquisition will transfer fee ownership of the property to the District and ensure that the open space will be preserved. The PUMP ensures that the property is preserved as open space by incorporating it into the El Sereno Open Space Preserve.

TERMS AND CONDITIONS

The Property is proposed for purchase at a sale price of \$1,075,000 (\$5,901 per acre). The Property would be purchased as-is on an all-cash basis. Escrow would close on or before September 30, 2020. This Property is considered a non-utility property by the California Public Utilities Commission (CPUC), and their approval is not required for the sale.

The District may be able to secure grant funds to complete this purchase through the California Wildlife Conservation Board (WCB), as funds were reapportioned until 2025 in the California State Budget for the acquisition of San Jose Water Company watershed lands. WCB does not allow for the reimbursement of grant funds after a property is purchased. The availability of these funds is now uncertain because of the impact of the COVID-19 pandemic on the State's budget. If the funds are available, the WCB approval process takes approximately 9 months to complete. Therefore, an assignment provision has been added to the Purchase and Sale Agreement. If the grant funds remain available, the purchase would be assigned to POST in order to maintain a close of escrow by September 30, 2020, while the District works to secure the grant funds. Once the grant funds are secured, the District would then purchase the Property from POST at the original purchase price using the grant funds.

If POST becomes the interim owner of the Property, the District will assume all management responsibilities under the terms of a Lease and Management Agreement with POST and will manage the Property according to the requirements of the PUMP.

FISCAL IMPACT

Land acquisitions brought before the Board for approval include a budget adjustment/increase to the adopted budget. If approved, an increase of \$1,075,000 to the FY21 budget is required.

San Jose Water Company Property Purchase Amount (including \$50,000 option deposit)	\$1,075,000
Total Land Purchases approved to date for FY21	\$0
Total FY21 Land Purchases (if approved)	\$1,075,000

The following table outlines the Measure AA Portfolio 19 (El Sereno Dog Trails and Connections) allocation, costs-to-date, projected future project expenditures and projected ending balance at the portfolio level for the *El Sereno Trails, Wildlife Corridors and Land Conservation (San Jose Water Company)* project.

MAA19 El Sereno Dog Trails and Connections Portfolio Allocation:	\$2,254,000
Life-to-Date Spent (as of 6/18/2020):	(\$480,241)
Encumbrances:	\$0
San Jose Water Company Property Purchase:	(\$1,075,000)
Remaining FY21 Project Budgets:	\$0
MAA19-004 Title Insurance, Escrow Fees, and Other Miscellaneous Project Costs:	(\$10,000)
Total Portfolio Expenditures:	(\$1,565,241)
Portfolio Balance Remaining (Proposed):	\$688,759

The following table outlines the Measure AA Portfolio 19 (El Sereno Dog Trails and Connections) allocation, costs to date, and the fiscal impact related to the Property purchase.

MAA19 El Sereno Dog Trails and Connections Portfolio Allocation:	\$2,254,000
Projected Project Expenditures (life of project):	
MAA19-001 Gupta/Khan Property Purchase	(\$407,267)
MAA19-002 Dunham-Bohlman Easement	(\$19,997)
MAA19-003 Haight-Perry Low Value Land Acquisition	(\$52,977)
MAA19-004 San Jose Water Company Property Purchase	(\$1,085,000)
Total Portfolio Expenditures:	(\$1,565,241)
Portfolio Balance Remaining (Proposed):	\$688,759

BOARD COMMITTEE REVIEW

The Real Property Committee did not review the purchase because of the compressed timeline of this acquisition.

PUBLIC NOTICE

Property owners of land located adjacent to or surrounding the subject property have been mailed a copy of the agenda for this meeting. Accordingly, all notice required by the Brown Act and District policy has been provided.

NEXT STEPS

Upon approval by the Board, staff would continue to monitor the availability of the grant funds, and if they are available, would proceed with the purchase assignment, but if they are unavailable, staff would proceed with the close of escrow for the purchase of the Property by September 30, 2020, and take the next steps identified in the PUMP as contained in this report. The District's South Area Field Office would manage the property as an addition to the El Sereno Open Space Preserve.

Attachments:

1. Resolution Authorizing Acceptance of Purchase and Sale Agreement, Authorizing General Manager or Other Officer to Execute Certificate of Acceptance of Grant to District, and Authorizing General Manager to Execute Assignment of Purchase & Sale Agreement and Lease and Management Agreement any and all Other Documents Necessary or Appropriate to Closing of the Transaction (El Sereno Open Space Preserve - Lands of San Jose Water Company)
2. Location Map

Responsible Department Manager:
Michael Williams, Real Property Manager

Prepared by:
Allen Ishibashi, Senior Real Property Agent, Real Property Department

Graphics prepared by:

Nathan Greig, Data Analyst II
Francisco Tapia, GIS Technician

RESOLUTION 20-23

RESOLUTION OF THE BOARD OF DIRECTORS OF MIDPENINSULA REGIONAL OPEN SPACE DISTRICT ACCEPTING THE PURCHASE AND SALE AGREEMENT, AMENDING THE FISCAL YEAR 2020-21 GENERAL FUND CAPITAL BUDGET, AUTHORIZING GENERAL MANAGER OR OTHER APPROPRIATE OFFICER TO EXECUTE CERTIFICATE OF ACCEPTANCE AND GRANT TO DISTRICT, AND AUTHORIZING GENERAL MANAGER TO EXECUTE ASSIGNMENT OF PURCHASE AND SALE AGREEMENT AND LEASE AND MANAGEMENT AGREEMENT, AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY OR APPROPRIATE TO CLOSING OF THE TRANSACTION (EI SERENO OPEN SPACE PRESERVE - LANDS OF SAN JOSE WATER COMPANY)

The Board of Directors of Midpeninsula Regional Open Space District does hereby resolve as follows:

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) does hereby accept the offer contained in that certain Purchase and Sale Agreement between San Jose Water Company and the Midpeninsula Regional Open Space District, a copy of which purchase agreement is attached hereto and by reference made a part hereof, and authorizes the President of the Board of Directors, General Manager, or other appropriate officer to execute the Agreement and all related transactional documents on behalf of the District to acquire the real property described therein (“San Jose Water Property”).

SECTION TWO. The Board authorizes the expenditure of \$1,075,000.00 covering the purchase of the San Jose Water Property, including an option deposit of \$50,000.00.

SECTION THREE. The Board approves an amendment to the Budget and Action Plan for Fiscal Year 2020-21 by increasing the Measure AA Fund Capital budget in the amount of \$1,075,000.00. Except as herein modified, the FY 2020-21 Budget and Action Plan, Resolution No. 20-18 as amended, shall remain in full force and effect.

SECTION FOUR. The General Manager, President of the Board of Directors, or other appropriate officer is authorized to execute a Certificate of Acceptance and the Grant Deed on behalf of the District.

SECTION FIVE. The General Manager is authorized to close the transaction with Peninsula Open Space Trust if the assignment of the purchase is completed, regardless of whether the grant funds become unavailable, the application is denied, or the funds are awarded.

SECTION SIX. The General Manager is authorized (if necessary) to approve an assignment of the Purchase and Sale Agreement to the Peninsula Open Space Trust (POST) and enter into a Lease and Management Agreement with POST.

SECTION SEVEN. The General Manager or the General Manager’s designee is authorized to provide notice of acceptance to the seller, execute all escrow documents and to extend escrow if necessary.

SECTION EIGHT. The General Manager or the General Manager’s designee is authorized to expend up to \$10,000.00 to cover the cost of title insurance, escrow fees, survey and miscellaneous costs related to this transaction.

SECTION NINE. The General Manager and General Counsel are further authorized to approve any technical revisions to the attached Agreement and documents, which do not involve any material change to any term of the Agreement or documents, which are necessary or appropriate to the closing or implementation of this transaction.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on July 22, 2020, at a regular meeting thereof, by the following vote:

- AYES: CYR, HASSETT, HOLMAN, KERSTEEN-TUCKER, KISHIMOTO, SIEMENS**
- NOES: NONE**
- ABSTAIN: NONE**
- ABSENT: RIFFLE**

ATTEST:

APPROVED:



 Jed Cyr, Secretary
 Board of Directors



 Karen Holman, President
 Board of Directors

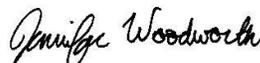
APPROVED AS TO FORM:



 Hilary W. Stevenson (Jul 23, 2020 11:11 PDT)

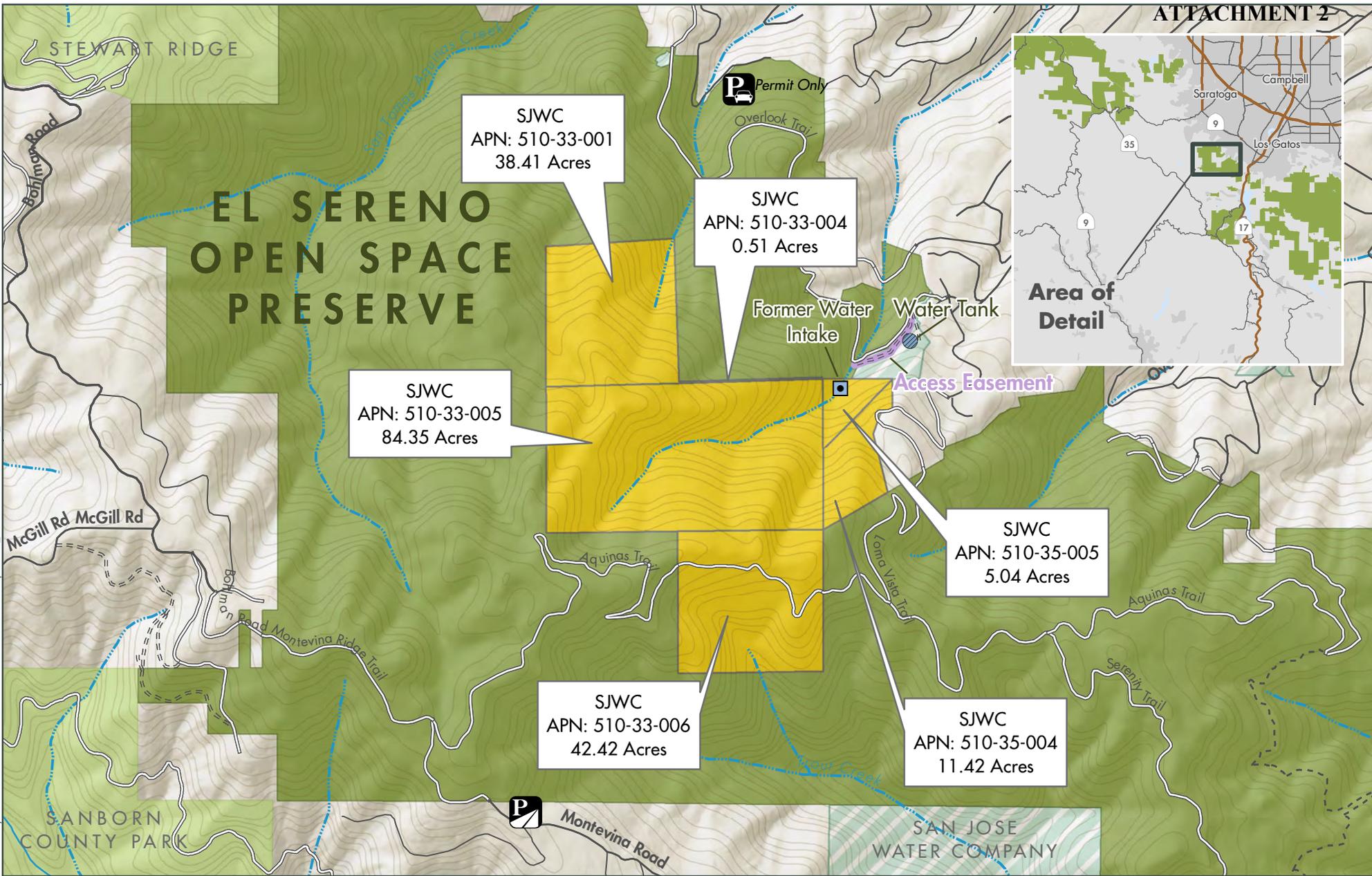
 Hilary Stevenson, General Counsel

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.



 Jennifer Woodworth, District Clerk

Path: G:\Projects\El_Sereno\SJWC\SJWC_BoardReport_2018123.mxd
Created By: acostanza



San Jose Water Company Property

- | | | |
|---|---|--|
|  MROSD Preserves |  Paved Road |  San Jose Water Company Parcels of Interest |
|  Other Protected Lands |  Unpaved Road | Total Acreage: 182.15 |
|  Private Property |  Unmaintained Road Cut |  Proposed Access Easement |
|  Private Watershed Lands |  Trail | |

Midpeninsula Regional
Open Space District
(MROSD)
January 2018



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

20-23_SJWCPurchase

Final Audit Report

2020-07-23

Created:	2020-07-23
By:	Maria Soria (msoria@openspace.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVcOHMLGefj022TLUPjmP9nGseOsCp1sR

"20-23_SJWCPurchase" History

-  Document created by Maria Soria (msoria@openspace.org)
2020-07-23 - 3:03:54 PM GMT- IP address: 50.237.119.54
-  Document emailed to Karen Holman (kholman@openspace.org) for signature
2020-07-23 - 3:07:34 PM GMT
-  Document emailed to Jed Cyr (jcyr@openspace.org) for signature
2020-07-23 - 3:07:34 PM GMT
-  Document emailed to Hilary W. Stevenson (hstevenson@openspace.org) for signature
2020-07-23 - 3:07:34 PM GMT
-  Document emailed to Jennifer Woodworth (jwoodworth@openspace.org) for signature
2020-07-23 - 3:07:35 PM GMT
-  Email viewed by Jennifer Woodworth (jwoodworth@openspace.org)
2020-07-23 - 3:29:18 PM GMT- IP address: 24.176.232.49
-  Document e-signed by Jennifer Woodworth (jwoodworth@openspace.org)
Signature Date: 2020-07-23 - 3:29:37 PM GMT - Time Source: server- IP address: 24.176.232.49
-  Email viewed by Hilary W. Stevenson (hstevenson@openspace.org)
2020-07-23 - 4:05:20 PM GMT- IP address: 24.130.149.1
-  Document e-signed by Hilary W. Stevenson (hstevenson@openspace.org)
Signature Date: 2020-07-23 - 6:11:07 PM GMT - Time Source: server- IP address: 24.130.149.1
-  Email viewed by Karen Holman (kholman@openspace.org)
2020-07-23 - 6:31:53 PM GMT- IP address: 23.126.178.182
-  Document e-signed by Karen Holman (kholman@openspace.org)
Signature Date: 2020-07-23 - 6:32:54 PM GMT - Time Source: server- IP address: 23.126.178.182

 Email viewed by Jed Cyr (jcyr@openspace.org)

2020-07-23 - 10:57:51 PM GMT- IP address: 99.185.42.158

 Document e-signed by Jed Cyr (jcyr@openspace.org)

Signature Date: 2020-07-23 - 10:59:15 PM GMT - Time Source: server- IP address: 99.185.42.158

 Signed document emailed to Maria Soria (msoria@openspace.org), Jed Cyr (jcyr@openspace.org), Jennifer Woodworth (jwoodworth@openspace.org), aishibashi@openspace.org, and 2 more

2020-07-23 - 10:59:15 PM GMT

Andrew Taylor

From: Allen Ishibashi
Sent: Friday, July 10, 2020 9:40 AM
To: Andrew Taylor
Cc: Stefan Jaskulak; Mike Williams; Hilary Stevenson
Subject: FW: SJWC Option Deposit
Attachments: Option and Purchase and Sale Agreement, SJWC and MROSD.doc.pdf; SJWC Wire In Instructions.pdf

Andrew,

I received the wire instructions from Old Republic this morning. Please find them attached. Per the attached PSA we need to wire \$50,100 to Old Republic Title by Tuesday 7/14. The specifics are below:

1. Per Section 2.1 we need to deliver a \$50,000 option deposit into escrow within three (3) business days of SJWC signing the PSA.
2. Per Section 2.2 B we need to deliver \$100 of independent consideration into escrow within three (3) business days of SJWC signing the PSA.

This item is going to the Board for approval on 7/22/2020.

Thank you
 Allen

From: Allen Ishibashi
Sent: Thursday, July 9, 2020 9:10 PM
To: Andrew Taylor <ataylor@openspace.org>
Cc: Ana Ruiz <aruiz@openspace.org>; Susan Goulet (sgoulet@ortc.com) <sgoulet@ortc.com>; Mike Williams <mwilliams@openspace.org>; Hilary Stevenson (hstevenson@openspace.org) <hstevenson@openspace.org>; Stefan Jaskulak <sjaskulak@openspace.org>
Subject: SJWC Option Deposit

Andrew,

We just received the signed PSA from San Jose Water Company (attached). This PSA is not our standard document, so the timing and amount of the option deposit is different. Per the PSA, we now have three (3) business days to get a \$50,000 deposit into escrow and we also need to get them a \$100 independent consideration check (like 5050) within three (3) business days. I will send over the wiring instructions as soon as I get them from the title company, but wanted to give you a heads-up, as I am not sure if there are any extra steps with the option deposit being \$50,000.

Thank you

Allen Ishibashi
 Senior Real Property Agent
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 (650) 691-1200 x546
aishibashi@openspace.org

25002621

Regina Alcomendras
Santa Clara County - Clerk-Recorder
06/22/2021 09:07 AM

Titles: 1 Pages: 6
Fees: \$40.00
Tax: \$0
Total: \$40.00

RECORDING REQUESTED BY

OLD REPUBLIC TITLE COMPANY

Escrow No.: 0626032569
APN: 510-33-001, 510-33-004, 510-35-005, 510-33-005, 510-33-006, 510-35-004

WHEN RECORDED MAIL TO

State of California - Wildlife Conservation Board
Attn: Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Notice of Unrecorded Grant Agreement
(With Covenants Affecting Real Property)**

- 1 Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax
- 2 Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier
- 3 Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier
- 4 Exempt from fee per GC27388.1(a)(1); fee cap of \$225 reached
- 5 Exempt from fee per GC27388.1(a)(2); document is subject to the imposition of documentary transfer tax
- 11 Exempt from fee per GC27388.1(a)(2); document is executed or recorded by the state or any county, municipality, or other political subdivision of the state
- 12 Exempt from fee per GC27388.1(a)(2); executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7 (commencing with Section 2100) of Part 4 of the Code of Civil Procedure)

RECORDING REQUESTED BY:

Midpeninsula Regional Open Space District)
 330 Distel Circle)
 Los Altos, California 94022)
 Attn: General Manager)

WHEN RECORDED, RETURN TO:

State of California)
 Wildlife Conservation Board)
 Attn: Executive Director)
 Mailing address: P.O. Box 944209)
 Sacramento, California 94244-2090)

Project Name: Keyhole Acquisition
 County: Santa Clara

Space above line for Recorder's use

**NOTICE OF UNRECORDED GRANT AGREEMENT
 (WITH COVENANTS AFFECTING REAL PROPERTY)**

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of MARCH 12, 2021, is made by Midpeninsula Regional Open Space District ("Grantee") and recorded concurrently with the Deed described below, to provide notice of an agreement between Grantee and the Wildlife Conservation Board ("Grantor" or "WCB"), a subdivision of the State of California, affecting the real property described below.

1. WCB and Grantee have entered into the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest, Grant Agreement No. WC-2083CM ("Grant" or "Agreement"), pursuant to which WCB grants to Grantee certain funds for Grantee's acquisition of fee title to approximately 182 acres of real property located in the County of Santa Clara, California (the "Property"), by Grant Deed (the "Deed") from Peninsula Open Space District. The Property is legally described in **Exhibit A** attached to this Notice and incorporated in it by this reference. Initial-capitalized terms used in this Notice and not otherwise defined shall have the meaning set forth in the Grant.

2. Grantee agrees under the terms of the Grant to execute this Notice to give notice that Grantee received funds under the Agreement to assist Grantee in acquiring the Property and that, in consideration of the Grant Funds, Grantee has agreed to the terms of the Grant. The Grant is incorporated by reference into this Notice.

3. Grantee covenants and agrees in Section 5 of the Agreement as follows:

3.1. The Property shall be held, used, operated, managed and maintained only in a manner that is consistent with the Agreement, including the following "Purposes of Grant" set forth in Section 2 of the Agreement:

The Property shall be held and used for the purposes of acquisition and preserving wildlife corridors, habitat linkages, and the protection of sensitive species located near Los Gatos Creek in Santa Clara County (individually and collectively, the "Purposes of Grant").

3.2. Grantee shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), and shall furnish Grantor with satisfactory evidence of payment upon request. Grantee shall keep the Property free from any liens including, without limitation, those arising out of any obligations incurred by Grantee for any labor or materials furnished or alleged to have been furnished to or for Grantee at or for use on the Property.

3.3. The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged or otherwise conveyed without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board ("WCB") or its successor.

3.4. The Property may not be used to satisfy any requirement or condition imposed by any permit, agreement, authorization or entitlement for use ("Mitigation"), including but not limited to any requirement to compensate for or otherwise offset impacts of an activity, without the written approval of the State acting through the Executive Director of WCB or its successor.

3.5. The Property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of WCB or its successor.

3.6. At the request of Grantor, not less than once in any period of three calendar years, Grantee shall allow designated staff of Grantor to access the Property to assess compliance with the terms, covenants and conditions of this Agreement.

3.7. Grantee agrees to ensure that the terms and conditions of this Agreement shall be taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets proposed to be authorized, created, sold, exchanged or transferred. Grantee agrees to notify WCB prior to any such proposed establishment.

4. Pursuant to Section 7 of the Agreement, in the event of a Default under the Agreement, in addition to any and all remedies available at law or in equity, Grantor may seek specific performance of the Grant and may require Grantee to convey a conservation easement over the Property in favor of Grantor (or, at the election of Grantor, another entity or organization authorized by California law to acquire and hold conservation easements and that is willing and financially able to assume all of the obligations and

responsibilities of Grantee), and to pay a sum to Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to Grantee pursuant to the Agreement, together with interest thereon as provided in the Agreement.

5. Pursuant to Section 8 of the Agreement, if Grantee is a nonprofit organization and the existence of Grantee is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the State of California. However, prior to that termination, upon approval of Grantor, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executory interest and right of entry on the part of the State of California.

6. Pursuant to Section 9 of the Agreement, the Grant shall remain in full force and effect from and after the close of escrow for the acquisition of the Property.

7. Pursuant to Section 10 of the Agreement, the Grant shall be binding upon Grantee and all designees, successors and assigns of Grantee.

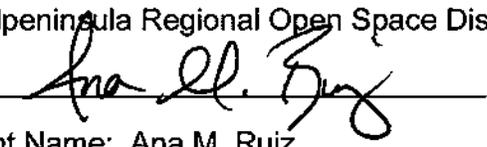
8. Pursuant to Section 11 of the Agreement, if all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantor and Grantee shall act jointly to recover from the condemning authority the full value of the Property so taken or purchased, and all direct or incidental damages resulting therefrom. Grantor shall be entitled to the share of the Award which equals the ratio of the Grant Funds provided by Grantor to the purchase price Grantee paid to acquire the Property.

9. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Agreement. Grantee and WCB each has rights, duties and obligations under the Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Agreement, the terms of the Agreement shall govern and control.

10. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Grant Agreement for Acquisition of Fee Interest by and between WCB and Grantee that commenced May 21, 2021, and is on file with the Wildlife Conservation Board, 1700 9th Street, 4th Floor, Sacramento, California 95811; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Wildlife, P. O. Box 944209, Sacramento, CA 94244-2090.

GRANTEE:

Midpeninsula Regional Open Space District

By: 

Print Name: Ana M. Ruiz

Title: General Manager

[Notary Acknowledgment]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On March 12, 2021 before me, Jennifer Woodworth, a notary public
(insert name and title of the officer)

personally appeared Ana M. Ruiz
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Woodworth (Seal)

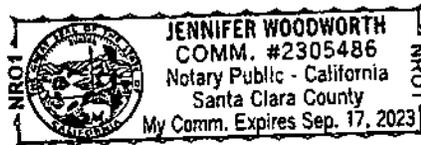


Exhibit A

(Legal Description)

The land referred to is situated in the unincorporated area of the County of Santa Clara, State of California, and is described as follows:

PARCEL ONE:

Lot 34, as shown upon that certain Map entitled, "Map No. 15 of San Jose Water Works", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "Q" of Maps, at Page 10.

APN: 510-35-005

PARCEL TWO:

Lot 35, as shown upon that certain Map entitled, "Map No. 15 of San Jose Water Works", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "Q" of Maps, at Page 10.

APN: 510-33-004

PARCEL THREE:

Lot 88, as shown upon that certain Map entitled, "Map No. 24 of San Jose Water Company's Lands", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "O" of Maps, at Page 91.

APN: 510-33-001
510-33-005
510-33-006

PARCEL FOUR:

Lot 91, as shown upon that certain Map entitled, "Map No. 22 of San Jose Water Works", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "Q" of Maps, at Page 14.

APN: 510-35-004



Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
	07/22	3,575.00	Faa Treas 310 Misc Pay 072220 xxxxx0011 Rmr*IV*Fa-Dtfanm10L00041F-10*Ai*3575.00*3575.00*0
	07/22	14.00	Tsys/Transfirst Bkcd Stlmt 200721 39300979973830 39300979973830 Open Space District 072020
	07/23	38,444.76	ZBA Funding Account Transfer From 4074401167
	07/24	900,000.00	Santa Clara Coun Vendor Pmt 2003681420
	07/27	11.69	Shopify Transfer St-J2I6P7W0F7W8 Midpeninsula Regional
	07/28	150.00	Tsys/Transfirst Bkcd Stlmt 200727 39300979973830 39300979973830 Open Space District 072420
	07/28	25.00	Tsys/Transfirst Bkcd Stlmt 200727 39300979973830 39300979973830 Open Space District 072520
	07/29	50.00	Tsys/Transfirst Bkcd Stlmt 200728 39300979973830 39300979973830 Open Space District 072720
	07/30	88.00	Desktop Check Deposit
	07/30	360.00	Benevity Fund Donation 200630 4Kay9Z3Rak Midpeninsula Regional
	07/31	400,000.00	Santa Clara Coun Vendor Pmt 2003684697
		\$3,931,855.40	Total electronic deposits/bank credits
		\$3,931,855.40	Total credits

Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	07/02	50,000.00	Commercial Card Payment
	07/03	97,975.61	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873
	07/07	7,000.00	Online Transfer Transfer for Pp 14 Ref #Bb08Fxp857
	07/07	8,559.98	Pgande Web Online Jul 20 56198442062220 Midpeninsula Regional
	07/08	179,322.53	Commercial Card Payment
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	07/13	884.75	Client Analysis Srvc Chrg 200710 Svc Chge 0620 000000108390201
	07/13	50,100.00	WT Fed#00927 Comerica Bank /Ftr/Bnf=Old Republic Title Company Srf# San Jose Water Trn#200710194845 Rfb# 163
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	07/17	66,000.00	Online Transfer Transfer From Operating to Payroll Ref #Bb08Hqrlpc
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	07/17	2,113.13	ACH Origination - Mrosd - File 0941347393 Coid 3942231873
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	07/20	651.64	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873



Midpeninsula Regional
Open Space District

R-21-28
Meeting 21-06
February 24, 2021

AGENDA ITEM 3

AGENDA ITEM

Resolution to accept grant funding from the Wildlife Conservation Board for the acquisition of the Peninsula Open Space Trust (formerly San Jose Water Company) Property/Keyhole in El Sereno Open Space Preserve

GENERAL MANAGER'S RECOMMENDATION

Adopt a resolution authorizing the General Manager to negotiate and execute a grant funding agreement with the Wildlife Conservation Board to support the acquisition of the Peninsula Open Space Trust (formerly San Jose Water Company) Property/Keyhole as an addition to El Sereno Open Space Preserve.

SUMMARY

The General Manager recommends adoption of a resolution authorizing the General Manager to negotiate and execute a grant funding agreement with the Wildlife Conservation Board (WCB) to support the proposed acquisition of a key inholding property as an addition to El Sereno Open Space Preserve. This report provides a description of the state funds available through the WCB and the approval process for use of the funds.

DISCUSSION

The Fiscal Year 2020-21 State Budget passed by the state legislature and signed by the Governor on June 29, 2020 reappropriated \$10,000,000 in funding to the WCB. The original \$10 million appropriation requested by Senator Beall was to support San Jose Water Company (SJWC) land acquisitions. The Senator secured an expanded use of the funds at the time of reappropriation to include a broader array of public benefits that align with the District's mission. The September 30, 2020 Legislative Report to the Board noted, "This reappropriation did two important things: first, it extended the encumbrance or expenditure deadline for the funds to June 30, 2025; and second, it expanded the eligibility of projects to include the acquisition, planning, design, development, public access, rehabilitation, restoration, protection, and expansion of wildlife corridors and open space, including projects to improve connectivity and reduce barriers between habitat areas in the Upper Guadalupe, Los Gatos Creek, Saratoga Creek and adjacent areas from the San Jose Water Company and other land owners."

In late 2020, the District met with the WCB Executive Director to discuss priorities for use of the funding, which is administered by WCB through a non-competitive grant process. The District must complete grant-funded work by March 31, 2025 to submit documentation for reimbursement prior to June 30, 2025.

R-21-28

The proposed use of \$1.075 million of the funding will be for the acquisition of the 182-acre Property in Unincorporated Santa Clara County, Assessor's Parcel Numbers 510-33-001, -004, -005, -006, 510-35-004 & -005 (Attachment 1 - Property Map). Real Property staff presented the acquisition to the District's Board of Directors at the July 22, 2020 Board meeting (R-20-78). At the July meeting, the Board approved the purchase of the Property, and authorization of the General Manager to assign the District's purchase rights to Peninsula Open Space Trust (POST) for the San Jose Water Company property allowing the District to pursue the WCB grant application. The Board also authorized entering into a lease and management agreement with POST for managing the property while in POST ownership. Escrow for the purchase is anticipated to close on June 30, 2021, and the lease agreement will expire at the close of escrow.

WCB requires a resolution from the District's Board of Directors prior to reviewing the project and potentially awarding funds at the May 2021 WCB Board meeting. The resolution (Attachment 2) authorizes the General Manager or her designee to negotiate and execute a grant agreement for the WCB funding.

FISCAL IMPACT

Upon review and approval by WCB, this funding opportunity would have a positive impact of up to \$1,075,000.

BOARD COMMITTEE REVIEW

This report was not previously reviewed by a committee.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

Submitting grant requests to secure funding is not subject to the California Environmental Quality Act (CEQA). The WCB requires that grantees comply with CEQA and certify that the CEQA analysis for any project encompasses all aspects of the work to be completed with grant funds.

NEXT STEPS

If approved by the Board, the District will provide the resolution to WCB, and the WCB Board will review the proposed funding award at the May 2021 WCB Board meeting. The General Manager will negotiate and sign the WCB grant funding agreement, which will be fully executed by WCB upon WCB Board approval.

Attachments

1. Property Map.
2. Resolution authorizing the General Manager to negotiate and execute a grant funding agreement with the Wildlife Conservation Board for \$1,075,000.

Responsible Department Head:
Stefan Jaskulak, Chief Financial Officer, Administrative Services

Prepared by:
Deborah Hirst, Grants Program Manager, Administrative Services



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Vendor	<u>Old Republic Title Co.</u>	Date	<u>12/17/20 & 02/25/21</u>
Project #	<u>MAA25-002</u>	GL #	<u>30-20-230-8101.01/.05</u>
Invoice Amount	<u>\$1,653,265.00</u>	Invoice #	<u>Escrow # 0626032731</u>
Project Manager*	<u>Michael Williams</u>	Title*	<u>Real Property Manager</u>
Description	<u>Purchase of Billingsley Ranch – acquisition 130.23-acre Billingsley Ranch as addition to Sierra Azul Open Space Preserve. Purchase price of \$1,650,000 funded by \$10,000 deposit (check) and wire transfer of \$1,643,265 directly from Zions Bank (MAA bond fund trustee) for \$1,640,000 balance and \$3,265 in closing costs.</u>		

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.



Midpeninsula Regional
Open Space District

R-21-15
Meeting 21-03
January 27, 2021

AGENDA ITEM 4

AGENDA ITEM

Proposed Purchase of the Billingsley Ranch Property, located at 34000 Loma Prieta Road, Los Gatos, in unincorporated Santa Clara County (Assessor's Parcel Number 562-20-001), as an addition to Sierra Azul Open Space Preserve

GENERAL MANAGER'S RECOMMENDATIONS *dem*

1. Determine that the recommended actions are categorically exempt under the California Environmental Quality Act (CEQA), as set out in the staff report.
2. Adopt a Resolution authorizing the purchase of the Billingsley Ranch Property for \$1,650,000 with a corresponding authorization for a Fiscal Year 2020-21 budget adjustment of the same amount.
3. Authorize the General Manager to initiate plans for demolition of the structures and to bring a demolition contract award to the Board as a future item.
4. Adopt a Preliminary Use and Management Plan for the Property, as set out in the staff report.
5. Withhold dedication of the Billingsley Ranch Property as public open space at this time.

SUMMARY

The General Manager recommends purchasing the 130.23-acre Billingsley Ranch Property (Property) at a purchase price of \$1,650,000 (\$12,670 per acre) as an addition to Sierra Azul Open Space Preserve (Preserve). The following report provides a description of the Property, a Preliminary Use and Management Plan, findings of the environmental review, the purchase terms and conditions, and financial considerations. A budget adjustment/increase of \$1,650,000 to the Fiscal Year 2020-21 (FY21) budget would be required to proceed with the acquisition.

DISCUSSION

The Midpeninsula Regional Open Space District (District) proposes to purchase the 130.23-acre Property consisting of one legal parcel that is zoned Hillside (HS). The Property is bounded by the 19,185.6-acre Sierra Azul Open Space Preserve on three sides. The Property is bisected by Loma Prieta Road near Loma Prieta Mountain. Dirt roads and trail networks provide access to the Property both west and east of Loma Prieta Road. Purchase of the Property would fill a large inholding, allow for the permanent protection of forested lands and wildlife habitat within the Upper Los Gatos Creek and Alamos Creek watersheds, and further the connection of protected

open space and wildlife corridors. This purchase advances Measure AA Portfolio #25, *Loma Prieta Public Access, Regional Trails and Habitat Projects*, as it secures additional property rights over Loma Prieta Road, part of the future Mt. Umunhum-to-the-Sea regional trail. The conceptual trail route begins at Mount Umunhum and connects District lands to Soquel Demonstration Forest and the Forest of Nisene Marks State Park. The Property is one of three remaining property rights required to perfect access along the proposed trail route.

Property Description and Regional Context (see Attachment 2 – Location Map)

The rectangular-shaped Property straddles Loma Prieta Ridge near Loma Prieta peak with level areas along the top of the ridge and steeper areas sloping to the east and west. The lowest elevation is on the east side of the Property at approximately 2,680 feet in elevation, with the high point on the western side of the Property at approximately 3,320 feet in elevation. The Property is located along Loma Prieta Road, a private road, near Mount Chual Spur Road, approximately 6 miles southeast of Mount Umunhum peak. The Property can be accessed by either Mount Umunhum Road or Summit Road. The Property has excellent views of Sierra Azul Open Space Preserve, the Upper Los Gatos Creek watershed, the Pacific Ocean, and the southern Santa Clara Valley. The Property drains into the Upper Los Gatos Creek and Alamitos Creek watersheds.

Land Use and Improvements

The Property is improved with a prefabricated single-family residence, a partially built cabin, a large metal shop, a concrete pad site, other accessory structures, and dirt roads. The residence and cabin are on the west side of Loma Prieta Road, and the shop and pad site are on the east side of the road. The 1,716 square foot house was built with permits from Santa Clara County in the early 1990s and is in poor condition. The 680 square foot unfinished cabin was also constructed with permits in the early 1990s and is in very poor condition. Given the age and type of construction of the structures, neither the house nor cabin hold historical value. Pacific Gas and Electric (PG&E) provides electrical service to the single-family residence from above-ground power lines. The concrete pad site is 40 feet by 80 feet (3,200 square feet) and was constructed after 2012. The shop is approximately 3,600 square feet, was built without permits after 2012, and is in fair condition. In addition to the improvements, there are a number of storage and water containers and various debris strewn about the improved areas of the Property, which will require cleanup. The remainder of the Property is densely forested land.

Visitor Services, Land and Facilities, Engineering and Construction and Real Property staff inspected and evaluated the house and cabin to determine their viability as a staff residence. These structures were found to be in poor condition, and there is an absence of staff interest to live in this remote location. Therefore, the General Manager recommends that both structures, shipping containers and all associated debris be removed from the Property. The water tanks and concrete pad may remain for possible reuse as a helicopter landing zone or as a wildfire response staging zone. Testing for the presence of lead and asbestos shall be conducted prior to demolition. A Phase II Environmental Site Assessment was conducted on January 4, 2021, concerning a diesel fuel tank. Results recommending no remediation were received on January 14, 2021. The estimated cost for testing, hazardous materials remediation, demolition and removal of all structures and the Property clean-up is approximately \$300,000.

Habitat and Natural Resources Value

The Property contains a mixture of chaparral, pine woodland, mature oak, and mixed evergreen forest plant communities, as well as native vegetation types such as the fire-dependent mixed

manzanita and canyon live oak. One locally rare plant, the large leather root (*Hoita macrostachya*), has been observed at the Property, in addition to wetland species, including willow (*Salix* sp.) and rush (*Juncus* sp.). Special status species and locally rare species that are known to occur in the Loma Prieta area of Sierra Azul Open Space Preserve may also be present. Several invasive plant species rated by the California Invasive Plant Council (CAL-IPC) as moderate to highly invasive have also been observed around the Property, including French broom (*Genista monspessulana*; high rated), stinkwort (*Dittrichia graveolens*; moderate rated), bull thistle (*Cirsium vulgare*; moderate rated), tocalote (*Centaurea melitensis*; moderate rated), and one eucalyptus (*Eucalyptus* sp.) species. Approximately half of the Property is within a Wildfire Influence Zone, which contains wildfire susceptible vegetation up to 1.5 miles from the Wildland Urban Interface or Wildland Urban Intermix.

The Property also provides habitat for several large animal species, including deer, coyotes, foxes, bobcats, and mountain lions. A wide variety of small mammals, including woodrats, birds, and other species, occupy or migrate through the general area. The endemic Santa Cruz kangaroo rat, a Critically Imperiled subspecies that is currently waitlisted to be included as a California species of special concern, has been documented in nearby habitat and is said to have been seen on the Property by the seller. In addition, the Property is part of a landscape level terrestrial linkage between the Santa Cruz Mountains and the Diablo and Gabilan ranges. These linkages are critical for maintaining genetic diversity, facilitating migration and dispersion, and supporting large wildlife home ranges.

Water Resources and Rights

The Property falls within the Guadalupe Creek parent watershed and more specifically within the Upper Los Gatos Creek watershed to the west and the Alamos Creek watershed to the east. Barrett Creek flows north through the northeast corner of the Property from Loma Prieta Peak up through Barrett Canyon and into the Almaden Reservoir. The Property contains one active, unpermitted well with an unknown drill date, depth, and capacity that currently serves the house. There is also one permitted, inactive well on the Property that had a capacity of 53,280 gallons per day when it was drilled in 1983 and was abandoned when the well casing failed. One active 10,000-gallon water tank and four inactive water tanks are also on the Property.

USE AND MANAGEMENT

Planning Considerations

The Property is located in unincorporated Santa Clara County and outside the urban service area or sphere of influence of any incorporated municipality. The Property has a County General Plan designation and a zoning designation of Hillside (HS). In 1999, the Santa Clara County Planning Department found that all open space acquisitions by the District in unincorporated areas that are classified as a Resource Conservation Area in the County's General Plan comply with the General Plan. Per the County's Zoning Regulations, low-intensity recreation, open space, and natural preserves are allowable uses in HS zoning designation.

If purchased, the Property will be incorporated into Sierra Azul Open Space Preserve. Subsequent planning for the Property would be coordinated with the District's planning efforts for the Preserve and include consultation with appropriate agencies and organizations.

Preliminary Use and Management Plan

The Preliminary Use and Management Plan (PUMP) establishes a status quo land management approach in the interim between the purchase and the completion of a subsequent long-term plan. The PUMP would take effect at the close of escrow and remain effective until the PUMP is amended or a Comprehensive Use and Management Plan or Preserve Plan is approved for Sierra Azul Open Space Preserve. The PUMP includes minor restoration and preservation of the Property in its natural condition, as described more fully below. If changes to land use or the physical environment were proposed in the future, the plan would be subject to further environmental review and public input.

Name:	Name the Property as an addition to Sierra Azul Open Space Preserve.
Dedication:	Indicate the District's intention to withhold dedication of the subject Property as open space at this time.
Public Access:	Designate the Property as closed to public use at this time.
Signs and Site Security:	Install preserve boundary signs as needed.
Fences and Gates:	Install and maintain fences and gates as needed.
Roads and Trails:	Continue to maintain Loma Prieta Road and other existing dirt roads in a serviceable condition in accordance with the District's adopted Resource Management Policies standards and regulatory permits to facilitate access to the site for subsequent demolition and clean-up.
Patrol:	Routinely patrol the Property.
Structures and Improvements:	Board-up and/or secure all structures and test for hazardous materials (lead and asbestos) before demolition can be undertaken. Examine relocation and reuse of shop on other District property. Disconnect electrical service prior to demolition. Seek bids for demolition of structures, site clean-up and site restoration for future consideration by the Board.
Resource Management:	Conduct plant and animal management activities consistent with the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Best Management Practices and regulatory permits issued to the District as needed.

Water Resources and Water Rights: Protect the creek on the Property consistent with the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Best Management Practices and regulatory permits issued to the District as needed.

Work to decommission the non-functioning, permitted well. Examine reuse of the functioning, unpermitted well to develop on-site water storage that would be available for firefighting agencies and District use, and work with regulatory agencies as needed to obtain any required permits.

Wildfire Fuel Management: Implement standard District-wide fuel management and defensible space practices consistent with the District's Resource Management Policies.

CEQA COMPLIANCE

Project Description

The project consists of the purchase of the 130.23-acre Property as an addition to the District's Sierra Azul Open Space Preserve and concurrent adoption of a PUMP, including structures demolition, well closure, site cleanup, site restoration, and minor erosion control and sediment control measures that may be conducted to prevent erosion. Minor resource management activities may be conducted to control invasive plants. The land would be permanently preserved as open space and maintained in a natural condition.

CEQA Determination

The District concludes that this project will not have a significant effect on the environment. It is categorically exempt under the California Environmental Quality Act (CEQA) under Article 19, Sections 15301, 15316, 15325 and 15330 of the CEQA Guidelines as follows:

Section 15301 exempts the repair, maintenance, or minor alteration of existing public or private structures, facilities, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The PUMP specifies no alteration or expansion of use at this time beyond activities associated with the maintenance of the existing alignment of Loma Prieta Road and smaller service roads on site to access structures, and minor activities to implement maintenance and minor erosion and sediment control measures in accordance with District standards. Section 15301 also exempts the demolition of a single-family residence and accessory structures when it has been determined that those structures are not of historical value. The PUMP identifies that the existing house, unfinished cabin, storage structures and associated debris will be removed, wells will be closed in accordance with County standards, and the sites restored per the District's adopted Resource Management policies.

Section 15316 exempts the acquisition of land in order to create parks if the land is in a natural condition and the management plan proposes to keep the area in a natural condition. The PUMP specifies that the land will not be developed, will remain in a natural condition, and will be designated as an addition to the District's Sierra Azul Open Space Preserve.

Section 15325 exempts transfers of ownership of interests in land in order to preserve open space. This acquisition will transfer fee ownership of the Property to the District and ensure that

the open space will be preserved. The PUMP ensures that the Property is preserved as open space by incorporating it into the Sierra Azul Open Space Preserve.

Section 15330 exempts minor clean-up actions taken to prevent, minimize, stabilize, mitigate or eliminate the release of threat or release of a hazardous waste or substance associated with the former residential use of the site. The PUMP identifies that testing for lead and asbestos will be conducted on all structures and remediation of any materials found will be completed before demolition of any structures. The District would complete the site clean-up of any hazardous materials found as a result of a Phase II Environmental Assessment.

TERMS AND CONDITIONS

The Property is proposed for purchase at a sale price of \$1,650,000 (\$12,670 per acre). This sale price is supported by a December 7, 2020 fair market value appraisal commissioned by the District. The Property would be purchased as-is on an all-cash basis. Escrow would close on or before February 28, 2021.

After purchase, the Property would require the demolition of the existing structures and a significant clean-up. The initial estimates to complete the demolition and clean-up are approximately \$300,000.

FISCAL IMPACT

Land acquisitions brought before the Board for approval include a budget adjustment/increase to the adopted budget. If approved, an increase of \$1,650,000 to the FY21 budget is required.

Billingsley Ranch Property Purchase Amount (including \$10,000 option deposit)	\$1,650,000
Total Land Purchases approved to date for FY21	\$5,825,000
Total FY21 Land Purchases (if approved)	\$7,475,000

The following table outlines the Measure AA Portfolio 25 (Loma Prieta Public Access, Regional Trails and Habitat Projects) allocation, costs-to-date, projected future project expenditures and projected ending balance at the portfolio level for the *Loma Prieta Public Access and Regional Trails* project.

MAA25 Sierra Azul: Loma Prieta Area Public Access, Regional Trails and Habitat Projects Portfolio Allocation:	\$7,986,000
Life-to-Date Spent (as of 12/11/2020):	(\$410,150)
Encumbrances:	(\$22,295)
Billingsley Property Purchase:	(\$1,650,000)
MAA25-002 title insurance, escrow fees, environmental studies and miscellaneous costs related to this transaction ¹ :	(\$17,705)
Remaining FY21 Project Budgets:	\$0
Future MAA25 project costs (projected through FY23):	\$0
Total Portfolio Expenditures:	(\$2,100,150)
Portfolio Balance Remaining (Proposed):	\$5,885,850

¹ \$40,000 in costs reduced by \$22,295 of encumbrances.

The following table outlines the Measure AA Portfolio 25 (Loma Prieta Public Access, Regional Trails and Habitat Projects) allocation, costs to date, and the fiscal impact related to the Property purchase.

MAA25 Sierra Azul: Loma Prieta Area Public Access, Regional Trails and Habitat Projects Portfolio Allocation:	\$7,986,000
Projected Project Expenditures (life of project):	
MAA25-001 Land Conservation Opportunities	(\$410,150)
MAA25-002 Billingsley Property Purchase	(\$1,690,000)
Total Portfolio Expenditures:	(\$2,100,150)
Portfolio Balance Remaining (Proposed):	\$5,885,850

BOARD COMMITTEE REVIEW

The District's Real Property Committee held a virtual meeting on December 8, 2020 to review information about the Property and receive public input on the proposed purchase. The District distributed a notice of the Real Property Committee meeting on November 24, 2020 to property owners located adjacent to or surrounding the subject Property and interested parties. Staff provided a presentation of the Property, reviewed the purchase terms, and described how the Property would remain closed and managed as an extension of the surrounding Preserve. All members of the Real Property Committee attended the virtual meeting. No members of the public attended, and no public comments were made. The Real Property Committee recommended forwarding the proposed purchase to full Board in a vote of 3-0.

PUBLIC NOTICE

Property owners and occupants of land located adjacent to or surrounding the subject Property as well as the Sierra Azul interested parties list have been mailed or emailed a copy of the agenda for this meeting. Accordingly, all notice required by the Brown Act and District policy has been provided.

NEXT STEPS

Upon approval by the Board, staff would proceed with the close of escrow for the purchase of the Property by February 28, 2021, and take the next steps identified in the PUMP as contained in this report. The District's South Area Field Office would manage the property as an addition to the Sierra Azul Open Space Preserve.

Attachments:

1. Resolution Authorizing Acceptance of Purchase and Sale Agreement, Amending the Fiscal Year 2020-21 General Fund Capital Budget, Authorizing General Manager or Other Appropriate Officer to Execute Certificate of Acceptance of Grant to District, and Authorizing General Manager to Execute any and all Other Documents Necessary or Appropriate to Closing of the Transaction (Sierra Azul Open Space Preserve - Lands of Billingsley)
2. Billingsley Ranch Property Location Map

Responsible Department Manager:
Michael Williams, Real Property Manager

R-21-15

Page 8

Prepared by:

Jasmine Leong, Real Property Agent I, Real Property Department

Graphics prepared by:

Francisco Tapia Lopez, GIS Technician

RESOLUTION 21-06

RESOLUTION OF THE BOARD OF DIRECTORS OF MIDPENINSULA REGIONAL OPEN SPACE DISTRICT AUTHORIZING ACCEPTANCE OF THE PURCHASE AND SALE AGREEMENT, AMENDING THE FISCAL YEAR 2020-21 GENERAL FUND CAPITAL BUDGET, AUTHORIZING GENERAL MANAGER OR OTHER APPROPRIATE OFFICER TO EXECUTE CERTIFICATE OF ACCEPTANCE AND GRANT TO DISTRICT, AND AUTHORIZING GENERAL MANAGER TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY OR APPROPRIATE TO CLOSING OF THE TRANSACTION (SIERRA AZUL OPEN SPACE PRESERVE - LANDS OF BILLINGSLEY)

The Board of Directors of Midpeninsula Regional Open Space District does hereby resolve as follows:

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) does hereby accept the offer contained in that certain Purchase and Sale Agreement between Mary L. Billingsley and the Midpeninsula Regional Open Space District, a copy of which purchase agreement is attached hereto and by reference made a part hereof, and authorizes the President of the Board of Directors, General Manager, or other appropriate officer to execute the Agreement and all related transactional documents on behalf of the District to acquire the real property described therein (“the Billingsley Ranch Property”).

SECTION TWO. The Board authorizes the expenditure of \$1,650,000.00 covering the purchase of the Billingsley Ranch Property, including an option deposit of \$10,000.00.

SECTION THREE. The Board approves an amendment to the Budget and Action Plan for Fiscal Year 2020-21 by increasing the Measure AA Fund Capital budget in the amount of \$1,650,000.00. Except as herein modified, the FY 2020-21 Budget and Action Plan, Resolution No. 20-18 as amended, shall remain in full force and effect.

SECTION FOUR. The General Manager, President of the Board of Directors, or other appropriate officer is authorized to execute a Certificate of Acceptance and the Grant Deed on behalf of the District.

SECTION SIX. The General Manager or the General Manager’s designee is authorized to provide notice of acceptance to the seller, execute all escrow documents and to extend escrow if necessary.

SECTION SEVEN. The General Manager or the General Manager’s designee is authorized to expend up to \$40,000.00 to cover the cost of title insurance, escrow fees, environmental studies and miscellaneous costs related to this transaction.

SECTION EIGHT. The General Manager and General Counsel are further authorized to approve any technical revisions to the attached Agreement and documents, which do not involve any material change to any term of the Agreement or documents, which are necessary or appropriate to the closing or implementation of this transaction.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on January 27, 2021, at a regular meeting thereof, by the following vote:

AYES: **CYR, HASSETT, HOLMAN, KERSTEEN-TUCKER, KISHIMOTO, RIFFLE, SIEMENS**

NOES: **NONE**

ABSTAIN: **NONE**

ABSENT: **NONE**

ATTEST:

APPROVED:


Larry Hassett (Jan 28, 2021 20:12 PST)


Curt Riffle (Jan 28, 2021 09:47 PST)

Larry Hassett, Secretary
Board of Directors

Curt Riffle, President
Board of Directors

APPROVED AS TO FORM:


Hilary W. Stevenson (Jan 28, 2021 11:28 PST)

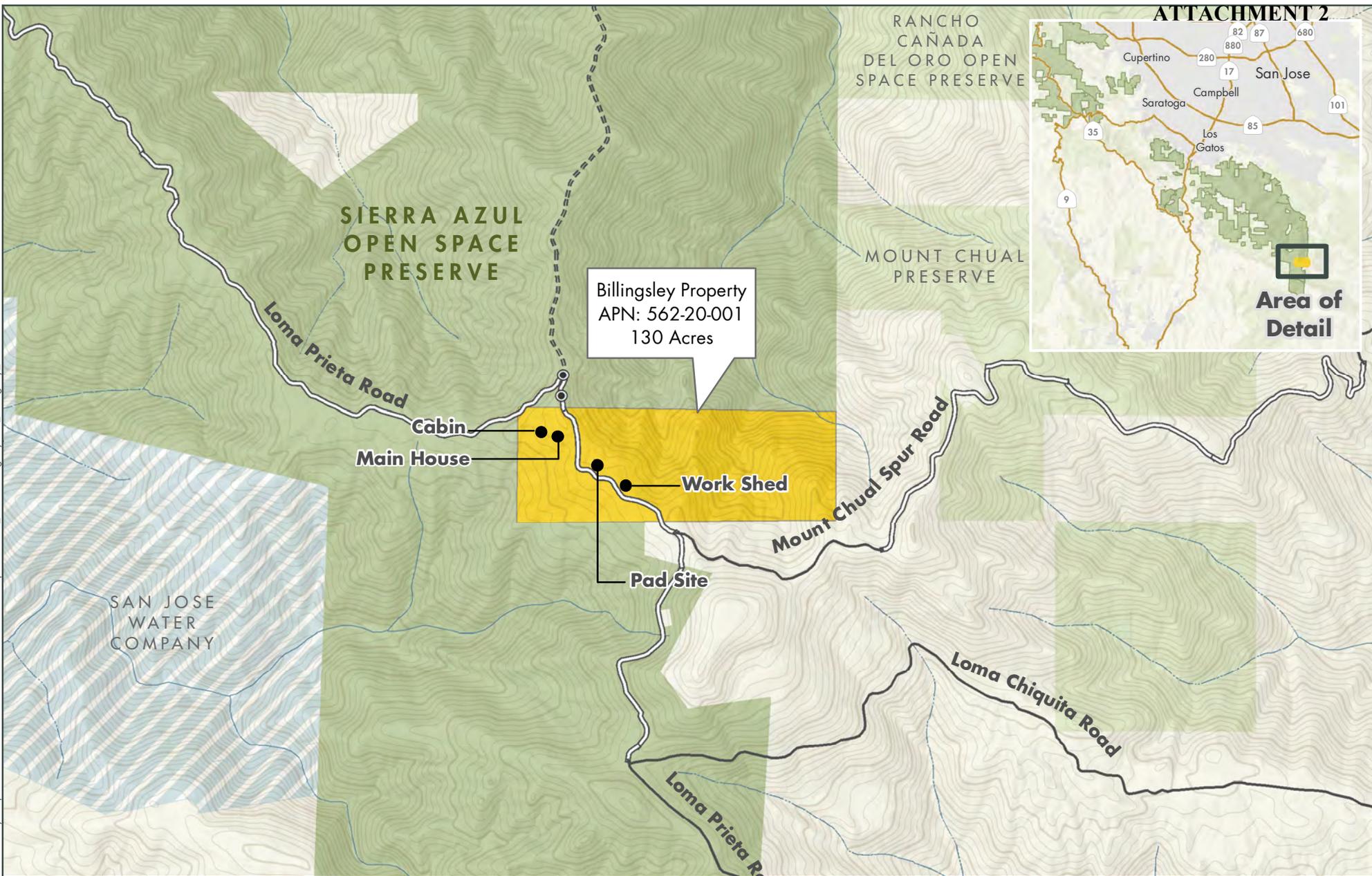
Hilary Stevenson, General Counsel

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.



Jennifer Woodworth, District Clerk

Path: G:\Projects\Sierra_Azul\Billingsley\SA_Billingsley_20201101.mxd
Created By: Lopez



Billingsley Property
APN: 562-20-001
130 Acres



Area of Detail

Billingsley

-  MROSD Preserves
-  Other Protected Lands
-  Private Property
-  Private Watershed Land
-  Highlighted Property

Midpeninsula Regional
Open Space District
(Midpen)
1/20/2021



While the District strives to use the best available digital data, these data do not represent a legal survey and are merely a graphic illustration of geographic features.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

\$50,000,000
General Obligation Bonds,
Series 2018

WRITTEN REQUISITION NO. 18
FOR DISBURSEMENT FROM THE
2018 SERIES PROJECT ACCOUNT
OF THE BOND PROCEEDS FUND

The undersigned hereby states and certifies:

(i) that the undersigned is the Controller of the Midpeninsula Regional Open Space District (the "District"), a regional open space district organized and existing under the laws of the State of California, and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

(ii) that pursuant to Section 4.01(b) of that certain Fiscal Agent Agreement, dated as of February 1, 2018 (the "Fiscal Agent Agreement"), by and between the District and ZB, National Association dba Zions Bank, as fiscal agent (the "Fiscal Agent"), the undersigned hereby authorizes the disbursement from the Project Account of the Bond Proceeds Fund (the "Account") established under the Fiscal Agent Agreement, to the payee or payees set forth on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee for the purposes set forth on Schedule A (which purpose may include reimbursement of the District for previous payments), and all such payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule A and the Fiscal Agent shall have no duty or obligation to authenticate such payment instructions or the authorization thereof;

(iii) that the amounts to be disbursed constitute Project Costs;

(iv) that such amounts are required to be disbursed pursuant to a contract entered into by or on behalf of the District, or were necessarily and reasonably incurred and such amounts are not being paid in advance of the time, if any, fixed for payment;

(v) that no amount set forth in Schedule A was included in any certificate requesting disbursement previously filed with the Fiscal Agent pursuant to Section 4.01 of the Fiscal Agent Agreement;

(vi) that the requested requisition will not cause the District to violate its covenants set forth in Sections 5.05-5.09 of the Fiscal Agent Agreement.

Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Fiscal Agent Agreement.

Dated: February 24, 2021

MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT

By: 
Michael L. Foster, Controller

SCHEDULE A
 REQUISITION NO. 18
 DISBURSEMENTS FROM
 2018 SERIES PROJECT ACCOUNT
OF THE BOND PROCEEDS FUND

<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
<p>Beneficiary Account: Old Republic Title Company 361 Lytton Avenue, Ste 100 Palo Alto, CA 94301 Account No. 1892529965</p> <p>Beneficiary Bank: Comerica Bank 2321 Rosecrans Ave., Suite 5000 El Segundo, CA 90245 ABA: 121137522</p> <p>Reference: Escrow #0626032721 Fax confirm: 650-403-4008</p>	<p>Escrow funding to Old Republic Title Company for MAA eligible land acquisition.</p> <p>Reference: APN 562-20-001 Escrow No. 0626032721-AC</p>	<p>\$1,643,265.00</p>



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor City of Saratoga Date 12/01/20

Project # MAA18-002 GL # 30-30-320-8205.01

Invoice Amount \$363,492.43 Invoice # PWSS000009

Project Manager* Tina Hugg Title* Senior Planner

Description Cost sharing reimbursement of construction expenditures for the Saratoga-to-the-Sea Trail.

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Debbie Ledger

From: Tina Hugg
Sent: Wednesday, December 2, 2020 6:12 PM
To: Debbie Ledger
Cc: Warren Chan; Andrew Taylor
Subject: Saratoga to Sea - Invoice PWSS 009
Attachments: Seventh Reimbursement Request_PWSS000009 Processed.pdf

Debbie,

I reviewed and approved the City of Saratoga's invoice #PWSS 009. However, I noted in a comment bubble that in the City's expense summary chart on page 3, the dates for Portschy's invoices (1089 through 1094) are the due dates, not the invoice dates. I think it is easy to mix the dates up, because on the invoices, the due date is more prominent than the invoice date. Is this an acceptable clerical typo or should I ask them to update this table?

Invoice #PWSS000009

Contract & Amount:	2019-04
	\$1,365,000
PO#:	2021-152
PO Balance:	\$ 483,330.00
PO Complete (Y/N):	No
Amount to Pay:	\$375,747.43
G/L Account:	30-30-320-8201.01
	\$12,255.00
	30-30-320-8205.01
	\$363,492.43
Project#:	AA18-002
I am approving this invoice electronically - TH	

Description: Saratoga to Sea Consultant and Contractor Fees

Thanks,

Tina

Tina Hugg, PLA, ASLA

Senior Planner

thugg@openspace.org

Midpeninsula Regional Open Space District

330 Distel Circle, Los Altos, CA 94022

P: (650) 691-1200 - F: (650) 691-0485

www.openspace.org | twitter: [@mrostd](https://twitter.com/mrostd)



CITY OF SARATOGA

13777 FRUITVALE AVENUE • SARATOGA, CALIFORNIA 95070 • (408) 868-1200

Incorporated October 22, 1956

COUNCIL MEMBERS:

Mary-Lynne Bernald

Rishi Kumar

Howard Miller

Yan Zhao

Attn: Tina Hugg
 Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022

SUBJECT: City of Saratoga Quarterly Reimbursement Request for the Saratoga-to-the-Sea Trail; **Purchase Order #2021-00000152**

Tina,

Please find enclosed our invoices received for services through September 30, 2020 and our Seventh Request for Reimbursement, Invoice #PWSS000009, in the amount of \$375,747.43. The work covered by these invoices is listed below by consultant.

Timothy C. Best, CEG and sub-consultants

Ongoing Construction Observation.

Revisions to GIS layer package for the Saratoga to the Sea trailhead sign.

Deliverables: Revised GIS layer package

H.T. Harvey & Associates

Performed pre-activity surveys and submitted reports.

Relocated Wood Rat nests as needed.

Deliverables: Pre-Activity Survey reports

Mountain Bikers of Santa Cruz (MBOSC)

Worked with HTH's biologists to follow mitigation measures identified in the project's Initial Study.

Constructed approximately remainder of trail and switchbacks with rock retaining walls.

Constructed four bridges.

Constructed new trail segment within Quarry Park.

Placeworks

Finalized designs of interpretive and other signage.

Coordinated with Fossil to fabricate signs.

Deliverables: Final signage designs.

Please feel free to contact me at (408) 868-1274 or by email at eburkhalter@saratoga.ca.us if you have any questions.

Sincerely,

Emma Burkhalter, PE
 Associate Engineer
 City of Saratoga Public Works

Expense Summary for Reimbursement Request to MidPen

Invoice# PWSS000009

Invoice Date	Vendor	Invoice#	Invoiced Amount DESIGN PHASE	Invoiced Amount CONSTRUCTION PHASE
Expenses on previous invoices			\$275,930.28	\$ 1,085,802.53
Expenses on current invoice				
7/31/2020	MBOSC	10		\$ 244,610.95
7/31/2020	Placeworks	72972		\$ 12,127.95
8/7/2020	H. T. Harvey	55613		\$ 3,103.31
8/8/2020	MBOSC	11		\$ 105,443.05
8/22/2020	Portschy's	1089		\$ 1,924.40
8/22/2020	Portschy's	1090		\$ 5,853.81
8/22/2020	Portschy's	1091		\$ 7,604.54
8/22/2020	Portschy's	1092		\$ 21,260.48
8/22/2020	Portschy's	1093		\$ 6,800.90
8/22/2020	Portschy's	1094		\$ 5,551.48
8/31/2020	Placeworks	73221		\$ 3,388.95
8/31/2020	Placeworks	73253		\$ 4,600.20
9/1/2020	Fossil Industries	F90491		\$ 3,802.00
9/1/2020	Tim Best	20-34-831-13		\$ 10,025.00
9/8/2020	MBOSC	12		\$ 179,892.82
9/9/2020	Fossil Industries	F90491		\$ 1,987.00
9/10/2020	H. T. Harvey	55871		\$ 7,418.91
9/21/2020	MBOSC	13		\$ 81,629.26
9/30/2020	Tim Best	20-40-831-14		\$ 2,230.00
10/19/2020	MBOSC	14		\$ 76,651.20
Total Expensed to date			\$275,930.28	\$ 1,871,708.74
Total retention withheld			\$ -	\$ (76,878.90)
REIMBURSEMENT Ratio			75.7%	50.0%
Total reimbursable by Mid-Pen			\$ 208,879.22	\$ 897,414.92
Total reimbursed by Mid-Pen to date			\$ (208,879.22)	\$ (521,667.50)
Amount due per phase			\$ 0.00	\$ 375,747.43
TOTAL This INVOICE			\$375,747.43	

CITY OF SARATOGA
 ATTENTION: ACCOUNTS RECEIVABLE
 13777 FRUITVALE AVE
 SARATOGA, CA 95070

PHONE: 408-868-1260
 FAX: 408-868-1260

INVOICE: PWSS000009 **Page** 1
Date: Oct 20, 2020 **of** 1

Service: PW SS TRAIL
Customer PO:
Customer Ph:
Terms: DUE IN 30 DAYS

Due Date: NOV 19, 2020

Customer Number: 0000000340

Service Address:

MID-PEN REG OPEN SPACE DISTRICT
 330 DISTEL CIRCLE
 LOS ALTOS, CA 94022

MID-PEN REG OPEN SPACE DISTRICT
 330 DISTEL CIRCLE
 LOS ALTOS, CA 94022

Description	Qty	Unit Price	Total Price	Tax
SARATOGA TO THE SEA TRAIL PROJECT	1.00	375,747.43	375,747.43	N

Total Charges:	375,747.43
Total Tax:	0.00
<hr style="border-top: 1px dashed black;"/>	
Total Invoice:	375,747.43
Payments:	0.00
Adjustments:	0.00
Total Due:	375,747.43

THANK YOU FOR YOUR PAYMENT

Amount to Pay: \$ 122,305.48
 Vendor #: 1641 P.O. # 20200177
 Account: 412.9278-001.81161
 Entered By: Shaleen Date: 8/10/20

Amount to Pay: (\$ 6,115.28)
 Vendor #: 1641 P.O. # 20200177
 Account: 412.21132 Retention 5%
 Entered By: Shaleen Date: 8/10/20
 Approved By:



719 Swift Street, #7
 PO Box 331
 Santa Cruz, CA 95061

MBOSC Job # 2001
 City of Saratoga Project # PW-E-19-008
 Description: Saratoga to Sanborn Trail--Phase 3
 Construction Phase 1, Progress Billing # 10
 Progress Billing Period: July 1st to July 31st, 2020
 Submission Date: July 31st, 2020

CA Class A License #1050446
 Ca DIR# 1000461941

Spec. Sec.	Activity	Contract Amount				Prior Billings		Current Invoice		Total Billings		Balance to Complete (overages in red)	
		Unit	Unit price	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
15000	Mobilization and Demobilization	LS	\$20,000.00	1.0	\$20,000.00	0%	\$0.00	100%	\$20,000.00	100%	\$20,000.00	0%	\$0.00
15713, 15723	Site SWPP and Temp Erosion Control	LS	\$6,250.00	1.0	\$6,250.00	0%	\$0.00	33%	\$2,062.50	33%	\$2,062.50	67%	\$4,187.50
	CLEARING AND GRUBBING												
311100	Falling and Limbing Trees > 12" DBH	EACH	\$200.00	1.0	\$200.00	0.0	\$0.00	1.0	\$200.00	1.0	\$200.00	0	\$0.00
	Stump Removal-->7" and <12" DBH	EACH	\$400.00	3.0	\$1,200.00	0.0	\$0.00	3.0	\$1,200.00	3.0	\$1,200.00	0	\$0.00
	Stump Removal--12" and <19" DBH	EACH	\$700.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Stump Removal-->18" DBH	EACH	\$1,500.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	TRAIL CONSTRUCTION												
312000	Cut, Fill, or Partial Bench Trail--<50% Slopes	LF	\$39.00	1845.0	\$71,955.00	0.0	\$0.00	1310.0	\$51,090.00	1310.0	\$51,090.00	535	\$20,865.00
	Cut or Partial Bench Trail--50% to 65% slopes	LF	\$53.00	1465.0	\$77,645.00	0.0	\$0.00	1105.0	\$58,565.00	1105.0	\$58,565.00	360	\$19,080.00
	Cut Bench Trail-- >65% slopes	LF	\$72.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Road to Trail Conversion	LF	\$8.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	RETAINING WALLS AND ROCK FILL BUTTRESSES												
323200	Stacked Rock Retaining Walls--Import Rock	SF	\$75.00	113.0	\$8,475.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	113	\$8,475.00
	Stacked Rock Retaining Walls--Salvaged Rock	SF	\$60.00	0.0	\$0.00	0.0	\$0.00	200.0	\$12,000.00	200.0	\$12,000.00	(200)	(\$12,000.00)
	Wood Lag Retaining Walls	SF	\$60.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Segmental Block Retaining Walls	SF	\$53.00	113.0	\$5,989.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	113	\$5,989.00
	Rock Fill Buttresses--Salvaged Rock	SF	\$35.00	463.0	\$16,205.00	0.0	\$0.00	463.0	\$16,205.00	463.0	\$16,205.00	0	\$0.00
	CLIMBING TURNS												
313200	Climbing Turn--0 to 30% sideslope	EACH	\$500.00	3.0	\$1,500.00	0.0	\$0.00	2.0	\$1,000.00	2.0	\$1,000.00	1	\$500.00
	Climbing Turn--30 to 50% sideslope	EACH	\$1,400.00	5.0	\$7,000.00	0.0	\$0.00	4.0	\$5,600.00	4.0	\$5,600.00	1	\$1,400.00
	Climbing Turn--50 to 65% sideslope	EACH	\$4,000.00	1.0	\$4,000.00	0.0	\$0.00	1.0	\$4,000.00	1.0	\$4,000.00	0	\$0.00
	BRIDGES												
333400	Bridge 1: 35 foot	EACH	\$52,351.00	1.0	\$52,351.00	0.0	\$0.00	0%	\$0.00	0.0	\$0.00	1	\$52,351.00
	Bridge 2: 70 foot	EACH	\$153,083.00	1.0	\$153,083.00	0.0	\$0.00	15%	\$22,962.45	0.2	\$22,962.45	1	\$130,120.55
	Bridge 3: 50 foot	EACH	\$99,452.00	1.0	\$99,452.00	0.0	\$0.00	50%	\$49,726.00	0.5	\$49,726.00	1	\$49,726.00
	Bridge 4: 20 foot	EACH	\$21,080.28	1.0	\$21,080.28	0.0	\$0.00	0%	\$0.00	0.0	\$0.00	1	\$21,080.28
	TOTAL				\$546,385.28		\$0.00		\$244,610.95		\$244,610.95		\$301,774.33

Original Construction Phase 3 Amount \$546,385.28
 Change Order Adjustments to Construction Phase 3 \$0.00
 Adjusted Construction Phase 3 Amount \$546,385.28

Retainage --prior billings \$0.00
 Retainage this invoice \$12,230.55
 Total Phase 3 Retainage to be held until project completion \$12,230.55

50% Mid Pen Funds

Total Value of Work installed this invoice \$244,610.95
 Less 5% Retainage (\$12,230.55)
 Net Pay Amount requested this invoice \$232,380.40

50% Mid Pen Funds

Request for Payment
 Amount to Pay: (\$ 6,115.27)
 Vendor #: 1641 P.O. # 20200177
 Account: 432.21132 Retention 5%
 Entered By: Shaleen Date: 8/10/20
 Approved By:

Request for Payment
 \$ 122,305.48
 Vendor #: 1641 P.O. # 20200177
 Account: 432.9278-001.81161
 Entered By: Shaleen Date: 8/10/20

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: Saratoga-to-Skyline Trail, Quarry Park, 20000 Congress Springs Road, Saratoga CA 95070

Owner: City of Saratoga, CA

Through Date: 07/31/2020

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Saratoga

Amount of Check: \$ 232,380.40

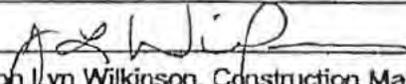
Check Payable to: Mountain Bikers of Santa Cruz

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - Date(s) of waiver and release: _____
 - Amount(s) of unpaid progress payment(s): \$ 0.00
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager--MBOSC

Date of Signature: 07/31/2020

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: 20000 Congress Springs Road, Quarry Park, Saratoga CA 95070

Owner: City of Saratoga CA

Through Date: 06/30/2020

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

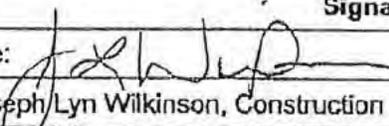
\$ 199,756.50

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: 

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager, MBOSC

Date of Signature: 07/31/2020

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81161
 Vendor Name: MBOSC (Mountain Bikers of Santa Cruz)
 Vendor #: 1641
 Purchase Order #: 20200177

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81161	\$ 752,907.50	10/16/2019
Contract Award (City Funds)		412.9278-001	81161	\$ 752,907.50	10/16/2019
Contingency (Midpen Funds)		432.9278-001	81161	\$ 112,500.00	10/16/2019
Contingency (City Funds)		412.9278-001	81161	\$ 112,500.00	10/16/2019
TOTAL Authorized Contract Amount:				\$ 1,730,815.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
4129278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
432.9278-001.81161	02	1/23/2020	18,733.75	936.68	17,797.07
4129278-001.81161	02	1/23/2020	18,733.75	936.69	17,797.06
432.9278-001.81161	03	2/9/2020	27,422.50	1,371.13	26,051.37
4129278-001.81161	03	2/9/2020	27,422.50	1,371.12	26,051.38
432.9278-001.81161	04	2/28/2020	72,514.50	3,625.73	68,888.77
4129278-001.81161	04	2/28/2020	72,514.50	3,625.72	68,888.78
432.9278-001.81161	05	3/25/2020	14,347.50	717.37	13,630.13
4129278-001.81161	05	3/25/2020	14,347.50	717.38	13,630.12
432.9278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
4129278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
432.9278-001.81161	07	4/20/2020	18,752.50	937.63	17,814.87
4129278-001.81161	07	4/20/2020	18,752.50	937.62	17,814.88
432.9278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
4129278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
432.9278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
4129278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
432.9278-001.81161	10	7/31/2020	122,305.48	6,115.27	116,190.20
4129278-001.81161	10	7/31/2020	122,305.48	6,115.28	116,190.20
TOTAL Payment History			1,093,961.95	54,698.09	1,039,263.85

CONTRACT SUMMARY	
Contract Amount:	\$ 1,730,815.00
Less:	
Total paid to date:	1,039,263.85
Total retained to date:	54,698.09
Total invoiced amount	1,093,961.94
Available Balance	\$ 636,853.06

* Special Note:

50% mid Pen Funds

Request for Payment

Invoice

PlaceWorks
 3 MacArthur Place, Suite 1100
 Santa Ana, Ca 92707
 Phn No. 714.966.9220
 Tax Registration Number: 95-2975827

Amount to Pay: \$6,063.97
 Vendor #: 1143 P.O. # 20200171
 Account: 432.9278-001.81142
 Entered By: Shakeen Date: 8/26/20
 Approved By: _____

Project Manager Spence Koehler
 Emma Burkhalter
 City of Saratoga
 13777 Fruitvale Avenue
 Saratoga, CA 95070

July 31, 2020
 Invoice No: 72972

Project COSA-03.0 Saratoga-to-the-Sea Interpretive, Wayfinding, and Regulatory Signage

Professional Services from July 1, 2020 to July 31, 2020

Task 2 Interpretive, Wayfinding, and Regulatory Signage

Sub-Task 2.2 Draft and Final Draft Signage

Professional Fees

	Hours	Rate	Amount
Chung, Jennifer	1.00	140.00	140.00
Deokule, Pranjali	1.00	115.00	115.00
Gronquist, Sarah	2.00	190.00	380.00
Totals	4.00		635.00
Total Professional Fees			635.00

Additional Fees

Office Expenses			12.70
Total Additional Fees			12.70

Total this Sub-Task \$647.70

Sub-Task 2.3 Final Signage

Professional Fees

	Hours	Rate	Amount
Chung, Jennifer	46.00	140.00	6,440.00
Deokule, Pranjali	3.00	115.00	345.00
Fleischmann, Elizabeth	3.00	170.00	510.00
Gronquist, Sarah	7.00	190.00	1,330.00
Koehler, Spence	21.25	120.00	2,550.00
Totals	80.25		11,175.00
Total Professional Fees			11,175.00

Expenses

Other Expense			81.75
Total Expenses			81.75

Additional Fees

Office Expenses			223.50
Total Additional Fees			223.50

Total this Sub-Task \$11,480.25

Total this Task \$12,127.95

50% City Funds.

Request for Payment

Amount to Pay: \$6,063.98
 Vendor #: 1143 P.O. # 20200171
 Account: 432.9278-001.81142
 Entered By: Shakeen Date: 8/26/20
 Approved By: _____

Project	COSA-03.0	Saratoga-to-the-Sea Interpretive, Wayfin	Invoice	72972
Billing Limits		Current	Prior	To-Date
Total Billings		12,127.95	41,087.98	53,215.93
Limit				57,820.00
Remaining				4,604.07
			Total this Invoice	\$12,127.95

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81142
 Vendor Name: Placeworks
 Vendor #: 1143
 Purchase Order #: 20200171

Invoice Routing Sequence

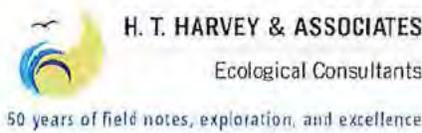
1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81142	\$ 22,853.00	11/6/2019
Contract Award (City Funds)		412.9278-001	81142	\$ 22,853.00	11/6/2019
Contingency (Midpen Funds)		432.9278-001	81142	\$ 2,300.00	11/6/2019
Contingency (City Funds)		412.9278-001	81142	\$ 2,300.00	11/6/2019
Amendment (mid pen)		432.9278-001	81142	\$ 4,957.00	6/22/2020
Amendment (city funds)		412.9278-001	81142	\$ 4,957.00	6/22/2020
Amendment contingency		432.9278-001	81142	\$ 500.00	6/22/2020
Amendment contingency		412.9278-001	81142	\$ 500.00	6/22/2020
TOTAL Authorized Contract Amount:				\$ 61,220.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81142	70772	11/30/2019	2,280.94		2,280.94
412.9278-001.81142	70772	11/30/2019	2,280.95		2,280.95
432.9278-001.81142	71073	12/31/2019	2,222.33		2,222.33
412.9278-001.81142	71073	12/31/2019	2,222.33		2,222.33
432.9278-001.81142	71266	1/31/2020	294.53		294.53
412.9278-001.81142	71266	1/31/2020	294.52		294.52
432.9278-001.81142	71540	2/29/2020	2,791.62		2,791.62
412.9278-001.81142	71540	2/29/2020	2,791.61		2,791.61
432.9278-001.81142	71836	3/31/2020	2,984.32		2,984.32
412.9278-001.81142	71836	3/31/2020	2,984.32		2,984.32
432.9278-001.81142	72132	4/30/2020	1,853.85		1,853.85
412.9278-001.81142	72132	4/30/2020	1,853.85		1,853.85
432.9278-001.81142	72258	5/31/2020	3,053.38		3,053.38
412.9278-001.81142	72258	5/31/2020	3,053.38		3,053.38
432.9278-001.81142	72472	6/30/2020	5,063.03		5,063.03
412.9278-001.81142	72472	6/30/2020	5,063.02		5,063.02
432.9278-001.81142	72972	7/31/2020	6,063.97		6,063.97
412.9278-001.81142	72972	7/31/2020	6,063.98		6,063.98
TOTAL Payment History			\$ 41,087.96	\$ -	\$ 53,215.91

CONTRACT SUMMARY	
Contract Amount:	\$ 61,220.00
Less:	
Total paid to date:	53,215.91
Total retained to date:	-
Total invoiced amount	53,215.91
Available Balance	\$ 8,004.09

* Special Note:



Invoice

Invoice number 55613
Date 08/07/2020

*50% midpen funds
Request for Payment*

To: City of Saratoga
Emma Burkhalter
Public Works Department
12777 Fruitvale Avenue
Saratoga, CA 95070

Amount to Pay: \$ 1,551.65
Vendor #: 472 P.O. # 20200173
Account: 432.9278-001.81142
Entered By: Shakeen Date: 8/10/20
Approved By: _____

Professional Services Performed Through July 31, 2020

Project: 4237-02 Saratoga-to-the-Sea Trail Project, Additional Biological Compliance and Support
Contract:
Services: Conduct pre-activity surveys and bridge construction monitoring for special-status reptiles and amphibians at Bridges 2 and 3, and prepare monitoring letter report.

Invoice Summary

Description	Contract Amount	Prior Billed	Current	Remaining
1A Preconstruction Survey for Nesting Birds	16,785.00	9,868.15	0.00	6,916.85
1B Active Nest Monitoring	26,829.00	7,911.89	0.00	18,917.11
2 San Francisco Dusky-footed Woodrat Surveys and Relocat	14,755.00	14,747.59	0.00	7.41
3A Preconstruction Surveys for Roosting Bats	4,126.00	4,119.83	0.00	6.17
3B Bat Roost Eviction	4,722.00	1,657.30	0.00	3,064.70
4 Prepare and Conduct Worker Environmental Awareness Pr	6,958.00	1,698.00	0.00	5,260.00
5 Pre-activity Surveys and Construction Monitoring at Creek	28,246.50	3,480.33	3,103.31	21,662.86
6A Year 1 Monitoring of Replaced Riparian Trees	7,821.50	0.00	0.00	7,821.50
6B Year 2 Monitoring of Replaced Riparian Trees	5,251.00	0.00	0.00	5,251.00
6C Year 3 Monitoring of Replaced Riparian Trees	5,251.00	0.00	0.00	5,251.00
Total	120,745.00	43,483.09	3,103.31	74,158.60

Pre-activity Surveys and Construction Monitoring at Creek Crossings

Professional Fees

50% City funds

Request for Payment

Amount to Pay: \$ 1,551.66

	Hours	Rate	Billed Amount
Principal			
Kelly Hardwicke	0.50	260.00	130.00
Stephen Rottenborn	0.25	270.00	67.50
Senior Ecologist 1			
Kim Briones	3.75	178.00	667.50
Ecologist 2			
Jane Lien	5.75	154.00	885.50
Field Biologist 2			
Christian Knowlton	7.00	118.00	826.00

City of Saratoga
 Project 4237-02 Saratoga-to-the-Sea Trail Project, Additional Biological Compliance and Support

Invoice number 55613
 Date 08/07/2020

Pre-activity Surveys and Construction Monitoring at Creek Crossings

Professional Fees

	Hours	Rate	Billed Amount
Field Biologist 1			
Zachary Hampson	5.00	98.00	490.00
Professional Fees subtotal	22.25		3,066.50

Reimbursables

		Units	Rate	Billed Amount
2020 Miles	Christian Knowlton	18.00	0.5750	10.35
2020 Miles	Jane Lien	13.00	0.5750	7.48
2020 Miles	Jill Pastick	20.00	0.5750	11.50
2020 Miles	Zachary Hampson	13.00	0.5750	7.48
	Markup on Expenses			0.00
Reimbursables subtotal				36.81
Pre-activity Surveys and Construction Monitoring at Creek Crossings subtotal				3,103.31

Invoice total 3,103.31

Aging Summary

PAYMENT TERMS: Net 30 days

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
55613	08/07/2020	3,103.31	3,103.31				
	Total	3,103.31	3,103.31	0.00	0.00	0.00	0.00

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81142
 Vendor Name: HT Harvey and Associates
 Vendor #: 472
 Purchase Order #: 20200173

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81142	\$ 60,372.00	11/6/2019
Contract Award (City Funds)		412.9278-001	81142	\$ 60,372.00	11/6/2019
Contingency (Midpen Funds)		432.9278-001	81142	\$ 6,000.00	11/6/2019
Contingency (City Funds)		412.9278-001	81142	\$ 6,000.00	11/6/2019
TOTAL Authorized Contract Amount:				\$ 132,744.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81142	53859	12/20/2019	605.61		605.61
412.9278-001.81142	53859	12/20/2019	605.61		605.61
432.9278-001.81142	54023	1/22/2020	2,789.46		2,789.46
412.9278-001.81142	54023	1/22/2020	2,789.46		2,789.46
432.9278-001.81142	54279	2/24/2020	2,516.72		2,516.72
412.9278-001.81142	54279	2/24/2020	2,516.72		2,516.72
432.9278-001.81142	54380	3/4/2020	2,337.81		2,337.81
412.9278-001.81142	54380	3/4/2020	2,337.82		2,337.82
432.9278-001.81142	54632	4/7/2020	5,341.24		5,341.24
412.9278-001.81142	54632	4/7/2020	5,341.24		5,341.24
432.9278-001.81142	55161	6/11/2020	2,902.05		2,902.05
412.9278-001.81142	55161	6/11/2020	2,902.06		2,902.06
432.9278-001.81142	55380	7/8/2020	5,248.65		5,248.65
412.9278-001.81142	55380	7/8/2020	5,248.66		5,248.66
432.9278-001.81142	55613	8/7/2020	1,551.65		1,551.65
412.9278-001.81142	55613	8/7/2020	1,551.66		1,551.66
TOTAL Payment History			\$ 46,586.38	\$ -	\$ 46,586.38

CONTRACT SUMMARY

Contract Amount:		\$ 132,744.00
Less:		
Total paid to date:	46,586.38	
Total retained to date:	-	
Total invoiced amount		46,586.38
Available Balance		\$ 86,157.62

* Special Note:

Midrange Funds

Request for Payment

Request for Payment

Amount to Pay: \$52,721.53
 Vendor #: 1641 P.O.# 20200177
 Account: 432.9278-001.81161

Amount to Pay: (\$2,636.08)
 Vendor #: 1641 P.O.# 20200177
 Account: 432.21132 (5% Retention)

Entered By: Shahreen Date: 9/2/20

Entered By: Shahreen Date: 9/2/20



719 Swift Street, #7
 PO Box 331
 Santa Cruz, CA 95061

MBOSC Job # 2001
 City of Saratoga Project # PW-E-19-008
 Description: Saratoga to Sanborn Trail--Phase 3

CA Class A License #1050446
 Ca DIR# 1000461941

Construction Phase 1, Progress Billing # 11
 Progress Billing Period: August 1st to August 15th, 2020
 Submission Date: August 8th, 2020

Spec. Sec.	Activity	Contract Amount				Prior Billings		Current Invoice		Total Billings		Balance to Complete (overages in red)	
		Unit	Unit price	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
15000	Mobilization and Demobilization	LS	\$20,000.00	1.0	\$20,000.00	100%	\$20,000.00	0%	\$0.00	100%	\$20,000.00	0%	\$0.00
15713, 15723	Site SWPP and Temp Erosion Control	LS	\$6,250.00	1.0	\$6,250.00	33%	\$2,082.50	33%	\$2,062.50	66%	\$4,125.00	34%	\$2,125.00
	CLEARING AND GRUBBING												
311100	Felling and Limbing Trees > 12" DBH	EACH	\$200.00	1.0	\$200.00	1.0	\$200.00	0.0	\$0.00	1.0	\$200.00	0	\$0.00
	Stump Removal-->7" and <12" DBH	EACH	\$400.00	3.0	\$1,200.00	3.0	\$1,200.00	0.0	\$0.00	3.0	\$1,200.00	0	\$0.00
	Stump Removal--12" and <19" DBH	EACH	\$700.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Stump Removal-->16" DBH	EACH	\$1,500.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	TRAIL CONSTRUCTION												
312000	Cut, Fill, or Partial Bench Trail--<50% Slopes	LF	\$39.00	1845.0	\$71,955.00	1310.0	\$51,090.00	535.0	\$20,865.00	1845.0	\$71,955.00	0	\$0.00
	Cut or Partial Bench Trail--50% to 65% slopes	LF	\$53.00	1465.0	\$77,645.00	1105.0	\$58,565.00	360.0	\$19,080.00	1465.0	\$77,645.00	0	\$0.00
	Cut Bench Trail-->65% slopes	LF	\$72.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Road to Trail Conversion	LF	\$6.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	RETAINING WALLS AND ROCK FILL BUTTRESSES												
323200	Stacked Rock Retaining Walls--Import Rock	SF	\$75.00	113.0	\$8,475.00	0.0	\$0.00	113.0	\$8,475.00	113.0	\$8,475.00	0	\$0.00
	Stacked Rock Retaining Walls--Salvaged Rock	SF	\$60.00	0.0	\$0.00	200.0	\$12,000.00	0.0	\$0.00	200.0	\$12,000.00	(200)	(\$12,000.00)
	Wood Lag Retaining Walls	SF	\$60.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Segmental Block Retaining Walls	SF	\$53.00	113.0	\$5,989.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	113	\$5,989.00
	Rock Fill Buttresses--Salvaged Rock	SF	\$35.00	463.0	\$16,205.00	463.0	\$16,205.00	0.0	\$0.00	463.0	\$16,205.00	0	\$0.00
	CLIMBING TURNS												
313200	Climbing Turn--0 to 30% sideslope	EACH	\$500.00	3.0	\$1,500.00	2.0	\$1,000.00	1.0	\$500.00	3.0	\$1,500.00	0	\$0.00
	Climbing Turn--30 to 50% sideslope	EACH	\$1,400.00	5.0	\$7,000.00	4.0	\$5,600.00	1.0	\$1,400.00	5.0	\$7,000.00	0	\$0.00
	Climbing Turn--50 to 65% sideslope	EACH	\$4,000.00	1.0	\$4,000.00	1.0	\$4,000.00	0.0	\$0.00	1.0	\$4,000.00	0	\$0.00
	BRIDGES												
333400	Bridge 1: 35 foot	EACH	\$52,351.00	1.0	\$52,351.00	0%	\$0.00	10%	\$5,235.10	10%	\$5,235.10	1	\$47,115.90
	Bridge 2: 70 foot	EACH	\$153,083.00	1.0	\$153,083.00	15%	\$22,962.45	15%	\$22,962.45	30%	\$45,924.90	1	\$107,158.10
	Bridge 3: 50 foot	EACH	\$99,452.00	1.0	\$99,452.00	50%	\$49,726.00	25%	\$24,863.00	75%	\$74,589.00	0	\$24,863.00
	Bridge 4: 20 foot	EACH	\$21,080.28	1.0	\$21,080.28	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$21,080.28
	TOTAL				\$546,385.28		\$244,610.95		\$105,443.05		\$350,054.00		\$196,331.28

Original Construction Phase 3 Amount \$546,385.28
 Change Order Adjustments to Construction Phase 3 \$0.00
 Adjusted Construction Phase 3 Amount \$546,385.28

Retainage --prior billings \$12,230.55
 Retainage this invoice \$5,272.15
 Total Phase 3 Retainage to be held until project completion \$17,502.70

City Funds 50%
 Request for Payment

Total Value of Work installed this invoice \$105,443.05
 Less 5% Retainage (\$5,272.15)
 Net Pay Amount requested this invoice \$100,170.90

Request for Payment

Amount to Pay: (\$2,636.07)
 Vendor #: 1641 P.O.# 20200177
 Account: 432.21132 (5% Retention)
 Entered By: Shahreen Date: 9/2/20
 Approved By: _____

Amount to Pay: \$52,721.52
 Vendor #: 1641 P.O.# 20200177
 Account: 432.9278-001.81161
 Entered By: Shahreen Date: 9/2/20
 Approved By: _____

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: Saratoga-to-Skyline Trail, Quarry Park, 20000 Congress Springs Road, Saratoga CA 95070

Owner: City of Saratoga, CA

Through Date: 08/15/2020

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Saratoga

Amount of Check: \$ 100,170.90

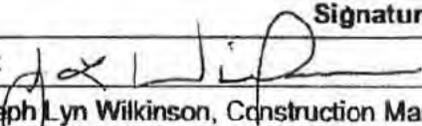
Check Payable to: Mountain Bikers of Santa Cruz

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - Date(s) of waiver and release: _____
 - Amount(s) of unpaid progress payment(s): \$ 0.00
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: 

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager-MBOSC

Date of Signature: 08/18/2020

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: 20000 Congress Springs Road, Quarry Park, Saratoga CA 95070

Owner: City of Saratoga CA

Through Date: 07/31/2020

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

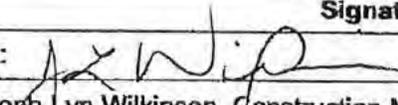
\$ 232,380.40

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager, MBOSC

Date of Signature: 08/18/2020

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81161
 Vendor Name: MBOSC (Mountain Bikers of Santa Cruz)
 Vendor #: 1641
 Purchase Order #: 20200177

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81161	\$ 752,907.50	10/16/2019
Contract Award (City Funds)		412.9278-001	81161	\$ 752,907.50	10/16/2019
Contingency (Midpen Funds)		432.9278-001	81161	\$ 112,500.00	10/16/2019
Contingency (City Funds)		412.9278-001	81161	\$ 112,500.00	10/16/2019
TOTAL Authorized Contract Amount:				\$ 1,730,815.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
4129278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
432.9278-001.81161	02	1/23/2020	18,733.75	936.68	17,797.07
4129278-001.81161	02	1/23/2020	18,733.75	936.69	17,797.06
432.9278-001.81161	03	2/9/2020	27,422.50	1,371.13	26,051.37
4129278-001.81161	03	2/9/2020	27,422.50	1,371.12	26,051.38
432.9278-001.81161	04	2/28/2020	72,514.50	3,625.73	68,888.77
4129278-001.81161	04	2/28/2020	72,514.50	3,625.72	68,888.78
432.9278-001.81161	05	3/25/2020	14,347.50	717.37	13,630.13
4129278-001.81161	05	3/25/2020	14,347.50	717.38	13,630.12
432.9278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
4129278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
432.9278-001.81161	07	4/20/2020	18,752.50	937.63	17,814.87
4129278-001.81161	07	4/20/2020	18,752.50	937.62	17,814.88
432.9278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
4129278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
432.9278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
4129278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
432.9278-001.81161	10	7/31/2020	122,305.48	6,115.27	116,190.20
4129278-001.81161	10	7/31/2020	122,305.48	6,115.28	116,190.20
432.9278-001.81161	11	8/8/2020	52,721.53	2,636.08	50,085.45
4129278-001.81161	11	8/8/2020	52,721.52	2,636.07	50,085.45
TOTAL Payment History			1,199,405.00	59,970.24	1,139,434.75

CONTRACT SUMMARY

Contract Amount:		\$ 1,730,815.00
Less:		
Total paid to date:	1,139,434.75	
Total retained to date:	<u>59,970.24</u>	
Total invoiced amount		<u>1,199,404.98</u>
Available Balance		\$ 531,410.02

* Special Note:

Invoice

PlaceWorks
3 MacArthur Place, Suite 1100
Santa Ana, Ca 92707
Phn No. 714.966.9220
 Tax Registration Number: 95-2975827

Project Manager Spence Koehler
 Emma Burkhalter
 City of Saratoga
 13777 Fruitvale Avenue
 Saratoga, CA 95070

August 31, 2020
 Invoice No: 73221

Project COSA-03.0 Saratoga-to-the-Sea Interpretive, Wayfinding, and Regulatory Signage
Professional Services from August 1, 2020 to August 31, 2020

Task 2 Interpretive, Wayfinding, and Regulatory Signage
 Sub-Task 2.3 Final Signage

Professional Fees

	Hours	Rate	Amount	
Chung, Jennifer	22.50	140.00	3,150.00	
Golden-Harrell, Rebecca	1.50	115.00	172.50	
Totals	24.00		3,322.50	
Total Professional Fees				3,322.50

Additional Fees

Office Expenses			66.45	
Total Additional Fees			66.45	66.45

Total this Sub-Task \$3,388.95

Total this Task \$3,388.95

Total this Invoice \$3,388.95

50% Mid Pen Funds
 Request for Payment
 Amount to Pay: \$ 1,694.47
 Vendor #: 1143 P.O.# 20200171
 Account: 432-9278-001-81142
 Entered By: Shalveen Date: 10/6/20
 Approved By: _____

50% City Funds
 Request for Payment
 Amount to Pay: \$ 1,694.48
 Vendor #: 1143 P.O.# 20200171
 Account: 432-9278-001-81142
 Entered By: Shalveen Date: 10/6/20
 Approved By: _____

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
CIP Fund: 412/432
CIP Project Number: 9278-001.81142
Vendor Name: Placeworks
Vendor #: 1143
Purchase Order #: 20200171

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

<u>Contract #</u>	<u>PO #</u>	<u>Project #</u>	<u>Account</u>	<u>Contract Amount</u>	<u>Date of Contract</u>
Contract Award (Midpen Funds)		432.9278-001	81142	\$ 22,853.00	11/6/2019
Contract Award (City Funds)		412.9278-001	81142	\$ 22,853.00	11/6/2019
Contingency (Midpen Funds)		432.9278-001	81142	\$ 2,300.00	11/6/2019
Contingency (City Funds)		412.9278-001	81142	\$ 2,300.00	11/6/2019
Amendment (mid pen)		432.9278-001	81142	\$ 4,957.00	6/22/2020
Amendment (city funds)		412.9278-001	81142	\$ 4,957.00	6/22/2020
Amendment contingency		432.9278-001	81142	\$ 500.00	6/22/2020
Amendment contingency		412.9278-001	81142	\$ 500.00	6/22/2020
TOTAL Authorized Contract Amount:				\$ 61,220.00	

<u>Account # Billed</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Billed</u>	<u>Retained</u>	<u>Amount Paid</u>
432.9278-001.81142	70772	11/30/2019	2,280.94		2,280.94
412.9278-001.81142	70772	11/30/2019	2,280.95		2,280.95
432.9278-001.81142	71073	12/31/2019	2,222.33		2,222.33
412.9278-001.81142	71073	12/31/2019	2,222.33		2,222.33
432.9278-001.81142	71266	1/31/2020	294.53		294.53
412.9278-001.81142	71266	1/31/2020	294.52		294.52
432.9278-001.81142	71540	2/29/2020	2,791.62		2,791.62
412.9278-001.81142	71540	2/29/2020	2,791.61		2,791.61
432.9278-001.81142	71836	3/31/2020	2,984.32		2,984.32
412.9278-001.81142	71836	3/31/2020	2,984.32		2,984.32
432.9278-001.81142	72132	4/30/2020	1,853.85		1,853.85
412.9278-001.81142	72132	4/30/2020	1,853.85		1,853.85
432.9278-001.81142	72258	5/31/2020	3,053.38		3,053.38
412.9278-001.81142	72258	5/31/2020	3,053.38		3,053.38
432.9278-001.81142	72472	6/30/2020	5,063.03		5,063.03
412.9278-001.81142	72472	6/30/2020	5,063.02		5,063.02
432.9278-001.81142	72972	7/31/2020	6,063.97		6,063.97
412.9278-001.81142	72972	7/31/2020	6,063.98		6,063.98
432.9278-001.81142	73221	8/31/2020	1,694.47		1,694.47
412.9278-001.81142	73221	8/31/2020	1,694.48		1,694.48
TOTAL Payment History			\$ 56,604.85	\$ -	\$ 56,604.85

CONTRACT SUMMARY	
Contract Amount:	\$ 61,220.00
Less:	
Total paid to date:	56,604.85
Total retained to date:	-
Total invoiced amount	56,604.85
Available Balance	\$ 4,615.15

* Special Note:

50% Mid Pen funds
 amount for Payment

Invoice

PlaceWorks
 3 MacArthur Place, Suite 1100
 Santa Ana, Ca 92707
 Phn No. 714.966.9220
 Tax Registration Number: 95-2975827

amount to Pay: \$ 2,300.10
 Vendor #: 1143 P.O. #: 20200171
 account: 432-9278-001.81142
 Entered By: Shahen Date: 10/6/20
 approved By: _____

Project Manager Spence Koehler
 Emma Burkhalter
 City of Saratoga
 13777 Fruitvale Avenue
 Saratoga, CA 95070

August 31, 2020
 Invoice No: 73253

Project COSA-03.0 Saratoga-to-the-Sea Interpretive, Wayfinding, and Regulatory Signage

Professional Services from August 1, 2020 to August 31, 2020

Task 2 Interpretive, Wayfinding, and Regulatory Signage
 Sub-Task 2.3 Final Signage

Professional Fees

	Hours	Rate	Amount
Chung, Jennifer	11.00	140.00	1,540.00
Fleischmann, Elizabeth	.75	170.00	127.50
Koehler, Spence	9.00	120.00	1,080.00
Totals	20.75		2,747.50
Total Professional Fees			2,747.50

Additional Fees

Office Expenses			54.95
Total Additional Fees			54.95

Total this Sub-Task \$2,802.45

Sub-Task 2.4 Updates to Quarry Park Sign

Professional Fees

	Hours	Rate	Amount
Deokule, Pranjali	5.00	115.00	575.00
Fleischmann, Elizabeth	2.75	170.00	467.50
Koehler, Spence	6.00	120.00	720.00
Totals	13.75		1,762.50
Total Professional Fees			1,762.50

Additional Fees

Office Expenses			35.25
Total Additional Fees			35.25

Total this Sub-Task \$1,797.75

Total this Task \$4,600.20

Billing Limits

	Current	Prior	To-Date
Total Billings	4,600.20	53,215.93	57,816.13
Limit			57,820.00
Remaining			3.87

50% City funds
 amount for Payment
 amount to Pay: \$ 2,300.10
 Vendor #: 1143 P.O. #: 20200171
 account: 432-9278-001.81142
 Entered By: Shahen Date: 10/6/20
 approved By: _____

Total this Invoice \$4,600.20

Project	COSA-03.0	Saratoga-to-the-Sea Interpretive, Wayfin	Invoice	73253
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Project	COSA-03.0	Saratoga-to-the-Sea Interpretive, Wayfin	Invoice	73253
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Billing Backup

Tuesday, September 29, 2020

PlaceWorks

Invoice 73253 Dated 8/31/2020

12:07:17 PM

Project	COSA-03.0	Saratoga-to-the-Sea Interpretive, Wayfinding, and Regulatory Signage
Task	2	Interpretive, Wayfinding, and Regulatory Signage
Sub-Task	2.3	Final Signage

Professional Fees

			Hours	Rate	Amount
OCCHUNG	Chung, Jennifer	8/4/2020	3.00	140.00	420.00
	Interpretive Boards Revisions				
OCCHUNG	Chung, Jennifer	8/7/2020	3.50	140.00	490.00
	Map Revisions				
OCCHUNG	Chung, Jennifer	8/10/2020	2.00	140.00	280.00
	Interpretive Boards Revisions				
OCCHUNG	Chung, Jennifer	8/10/2020	1.50	140.00	210.00
	Map Revisions				
NCFLEISCHMA NN	Fleischmann, Elizabeth	8/10/2020	.75	170.00	127.50
	x				
NCKOEHLER	Koehler, Spence	8/14/2020	1.00	120.00	120.00
	revs				
NCKOEHLER	Koehler, Spence	8/18/2020	.50	120.00	60.00
	coord				
NCKOEHLER	Koehler, Spence	8/21/2020	3.75	120.00	450.00
	text edits				
OCCHUNG	Chung, Jennifer	8/25/2020	1.00	140.00	140.00
	Map/Interpretive Boards Revisions				
NCKOEHLER	Koehler, Spence	8/28/2020	3.75	120.00	450.00
	revisions				
	Totals		20.75		2,747.50
	Total Professional Fees				2,747.50
				Total this Sub-Task	\$2,747.50

Sub-Task	2.4	Updates to Quarry Park Sign
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Professional Fees

			Hours	Rate	Amount
NCDEOKULE	Deokule, Pranjali	8/12/2020	1.00	115.00	115.00
	GIS to AI export with trail extension				
NCDEOKULE	Deokule, Pranjali	8/14/2020	.50	115.00	57.50
	GIS map package				
NCDEOKULE	Deokule, Pranjali	8/17/2020	2.50	115.00	287.50
	Map edits				
NCDEOKULE	Deokule, Pranjali	8/18/2020	.50	115.00	57.50
	Map edits/packaging and reexporting				
NCFLEISCHMA NN	Fleischmann, Elizabeth	8/25/2020	2.75	170.00	467.50
	x				
NCKOEHLER	Koehler, Spence	8/25/2020	2.50	120.00	300.00
	revisions				
NCDEOKULE	Deokule, Pranjali	8/28/2020	.50	115.00	57.50
	Checking mileage numbers				

Project	COSA-03.0	Saratoga-to-the-Sea Interpretive, Wayfin			Invoice	73253
NCKOEHLER	Koehler, Spence	8/31/2020	3.50	120.00	420.00	
	submit final files to fabricator					
	Totals		13.75		1,762.50	
	Total Professional Fees					1,762.50
					Total this Sub-Task	\$1,762.50
					Total this Task	\$4,510.00
					Total this Project	\$4,510.00
					Total this Report	\$4,510.00

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
CIP Fund: 412/432
CIP Project Number: 9278-001.81142
Vendor Name: Placeworks
Vendor #: 1143
Purchase Order #: 20200171

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81142	\$ 22,853.00	11/6/2019
Contract Award (City Funds)		412.9278-001	81142	\$ 22,853.00	11/6/2019
Contingency (Midpen Funds)		432.9278-001	81142	\$ 2,300.00	11/6/2019
Contingency (City Funds)		412.9278-001	81142	\$ 2,300.00	11/6/2019
Amendment (mid pen)		432.9278-001	81142	\$ 4,957.00	6/22/2020
Amendment (city funds)		412.9278-001	81142	\$ 4,957.00	6/22/2020
Amendment contingency		432.9278-001	81142	\$ 500.00	6/22/2020
Amendment contingency		412.9278-001	81142	\$ 500.00	6/22/2020
TOTAL Authorized Contract Amount:				\$ 61,220.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81142	70772	11/30/2019	2,280.94		2,280.94
412.9278-001.81142	70772	11/30/2019	2,280.95		2,280.95
432.9278-001.81142	71073	12/31/2019	2,222.33		2,222.33
412.9278-001.81142	71073	12/31/2019	2,222.33		2,222.33
432.9278-001.81142	71266	1/31/2020	294.53		294.53
412.9278-001.81142	71266	1/31/2020	294.52		294.52
432.9278-001.81142	71540	2/29/2020	2,791.62		2,791.62
412.9278-001.81142	71540	2/29/2020	2,791.61		2,791.61
432.9278-001.81142	71836	3/31/2020	2,984.32		2,984.32
412.9278-001.81142	71836	3/31/2020	2,984.32		2,984.32
432.9278-001.81142	72132	4/30/2020	1,853.85		1,853.85
412.9278-001.81142	72132	4/30/2020	1,853.85		1,853.85
432.9278-001.81142	72258	5/31/2020	3,053.38		3,053.38
412.9278-001.81142	72258	5/31/2020	3,053.38		3,053.38
432.9278-001.81142	72472	6/30/2020	5,063.03		5,063.03
412.9278-001.81142	72472	6/30/2020	5,063.02		5,063.02
432.9278-001.81142	72972	7/31/2020	6,063.97		6,063.97
412.9278-001.81142	72972	7/31/2020	6,063.98		6,063.98
432.9278-001.81142	73221	8/31/2020	1,694.47		1,694.47
412.9278-001.81142	73221	8/31/2020	1,694.48		1,694.48
432.9278-001.81142	73253	8/31/2020	2,300.10		2,300.10
412.9278-001.81142	73253	8/31/2020	2,300.10		2,300.10
TOTAL Payment History			\$ 61,205.05	\$ -	\$ 61,205.05

CONTRACT SUMMARY

Contract Amount:		\$ 61,220.00
Less:		
Total paid to date:	61,205.05	
Total retained to date:	-	
Total invoiced amount		61,205.05
Available Balance		\$ 14.95

* Special Note:

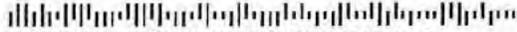


U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343



CITY OF SARATOGA

ACCOUNT NUMBER [REDACTED]
STATEMENT DATE 09-22-20
TOTAL ACTIVITY \$ 3,894.84



000008665 01 SP 0.560 106481238145511 P

SHAHEEN SARWARI
CITY OF SARATOGA
13777 FRUITVALE AVE
SARATOGA CA 95070-5151

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder _____ Date _____ Approver _____ Date _____

NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
09-02	09-01	FOSSIL INDUSTRIES INC 631-254-9200 NY PUR ID: F90491 TAX: 301.92 [REDACTED]	24055230246083739454681	7333	3,802.00

S2ST Project Expense

50% from Mid Pen Funds
Request for Payment

Amount to Pay: \$1,901.00
Vendor #: 1321 P.O. # 20210010
Account: 412-9278-001-81121
Entered By: Shaheen Date: 9/23/20
Approved By: _____

50% City Funds
Request for Payment

Amount to Pay: \$1,901.00
Vendor #: 1321 P.O. # 20210010
Account: 412-9278-001-81121
Entered By: Shaheen Date: 9/23/20
Approved By: _____

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER [REDACTED]		ACCOUNT SUMMARY	
	STATEMENT DATE 09-22-20	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE	\$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		PURCHASES & OTHER CHARGES	\$3,894.84
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
			TOTAL ACTIVITY	\$3,894.84



FOSSIL INDUSTRIES, INC.
 44 Jefryn Boulevard
 Deer Park, NY 11729
 800-244-9809 631-254-9200
 Fax: 631-254-4172
 www.FossilGraphics.com

QUOTE F90491

DATE: 9-1-20

PAGE: 1

To: Emma Burkhalter
 City of Saratoga
 13777 Fruitvale Avenue
 Saratoga, CA 95070

Phone#: 408-868-1239

Fax#:

Account Executive: Rhiannon Andrews

ID #: 1093673.01

Tag Name:

Part Number	Qty	Description	Each	Ext
E12-015-T4	4	1/2" Exterior CHPL Graphic. Panel Size: 12" x 18" 4 Threaded Inserts w/ Tamper Resistant Bolts.	107.00	428.00
USG4	4	Upright Single Post (90 Degree) with 4 Mounting Brackets. - Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	334.00	1,336.00
E12-06-T4	4	1/2" Exterior CHPL Graphic. Panel Size: 24" x 36" 4 Threaded Inserts w/ Tamper Resistant Bolts.	369.00	1,476.00
SPG1212	4	Single Post Pedestal (12" x 12" Mounting Plate at 45 Degree). - Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	220.00	880.00
E12-12-T8	1	1/2" Exterior CHPL Graphic. Panel Size: 36" x 48" 8 Threaded Inserts w/ Tamper Resistant Bolts.	738.00	738.00
DPG1212	1	Double Post Pedestal (12" x 12" Mounting Plates at 45 Degree). - Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	440.00	440.00
99810	1	Color Sample - 8" x 10" x 1/16" CHPL. - Used in production for color matching and resolution. - Includes shipping.	40.00	40.00
96304	.5	Design & Production - Per Hour - Production of Color Sample	120.00	60.00

All Fossil panels feature our exclusive 12-Color HD Printing.

Subtotal: \$5,398.00

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
 Electronic layout proofs provided at no charge.

Subtotal: 5,398.00

Features are indicated in Part Numbers.

Shipping: 938.00

"-P" = Custom Shape; "-T" = Threaded Inserts; "-D" = Double Sided; "-H" = Holes; "MURAL" - Indicates panels built to go directly beside another panel.

0 %Tax: 0.00

TOTAL: \$6,336.00

Shipping to zip code: 95070. Estimate based on destination being a non-residence that has a forklift if necessary.

Deposit Due: 3,802.00

Shipping charges include packaging and insurance.

Paid via CC.

Quote valid 90 days. Order produced under our standard Terms and Conditions of Sale (FossilGraphics.com/terms). For installation info or to determine best thickness of CHPL to meet your requirements (FossilGraphics.com/guide).

TERMS: 60% Deposit / Balance Net 10 After Delivery

Please sign to authorize production: _____ / / _____ Print: _____

Shaheen Sarwari

From: FOSSIL INDUSTRIES INC <noreply@gge4mailer.com>
Sent: Tuesday, September 1, 2020 10:12 AM
To: Shaheen Sarwari
Subject: Transaction Receipt from FOSSIL INDUSTRIES INC

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This is the receipt for your purchase at Fossil Payment Page.

Order Information

Total Amount: USD **3802.00**

This order is now complete. Transaction approved!

Here is your receipt:

===== TRANSACTION RECORD =====

FOSSIL INDUSTRIES INC
 44 W JEFYRN BLVD
 DEER PARK, NY 11729
 United States
 WWW.FOSSILGRAPHICS.COM

TYPE: Purchase

ACCT: Visa \$ 3,802.00 USD

CARDHOLDER NAME : City od Saratoga
 CARD NUMBER : #####0465
 DATE/TIME : 01 Sep 20 13:12:01
 REFERENCE # : 001 0188781 M
 AUTHOR. # : 050151
 TRANS. REF. : F90491

Approved - Thank You 100

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
CIP Fund: 412/432
CIP Project Number: 9278-001.81142
Vendor Name: Fossil Industries
Vendor #: 1321
Purchase Order #: 20210070

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
4. AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
PO Amount (Midpen Funds)	20210070	432.9278-001	81121	\$ 3,138.00	7/31/2020
PO Amount(City Funds)	20210070	412.9278-001	81121	\$ 3,138.00	7/31/2020
PO Amount (Midpen Funds)	20210070-1	432.9278-001	81121	\$ 60.00	9/1/2020
PO Amount(City Funds)	20210070-1	412.9278-001	81121	\$ 60.00	9/1/2020
TOTAL Authorized Contract Amount:				\$ 6,396.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81121	F90491	9/1/2020	1,901.00		1,901.00
412.9278-001.81121	F90491	9/1/2020	1,901.00		1,901.00
TOTAL Payment History			\$ 3,802.00		\$ 3,802.00

CONTRACT SUMMARY

Contract Amount:		\$ 6,396.00
Less:		
Total paid to date:	3,802.00	
Total retained to date:	-	
Total invoiced amount		3,802.00
 Available Balance		 \$ 2,594.00

* Special Note:



TIMOTHY C. BEST, CEG
Engineering Geology and Hydrology
 1002 Columbia Street
 Santa Cruz, CA 95060
 831.425.5832 (O) 831.425.5830 (F)
 timbest@coastgeo.com

INVOICE

TO Emma Burkhalter
 Assistant Engineer
 City of Saratoga – Public Works
 12777 Fruitvale Ave
 Saratoga, CA 95070

DATE September 1, 2020
 INVOICE 20-34-831-13
 CONTRACT Saratoga-to-Sea Trail Design
 JOB SAR-SAR-TO-SEA-831

PROJECT: SARATOGA-TO-SANBORN TRAIL CONSTRUCTION OBSERVATION

For services to 9/1/2020

ITEM	UNIT	RATE	LINE TOTAL	BALANCE
Labor				\$58,762.50
Principal Engineering Geologist	8.5	\$150.00	\$1,275.00	\$57,487.50
Project Engineering Geologist	24	\$125.00	\$3,000.00	\$54,487.50
Staff Geologist/GIS/Technician	12.5	\$110.00	\$1,375.00	\$53,112.50
Materials, printing, mileage, etc.			\$0.00	\$53,112.50
Subtotal			\$5,650.00	
Sub consultants				
Mayone Structural Engineering (6/1/2020)	1		\$1,800.00	\$51,312.50
Mayone Structural Engineering (9/3/2020)	1		\$2,575.00	\$48,737.50
Subconsultant 0% markup	0.0%		\$0.00	\$48,737.50
INVOICE TOTAL			\$10,025.00	\$48,737.50

50% Mid Pen Funds
 request for Payment

COMMENT Work included:
 Project Management
 8 Site Inspections
 SWPPP Management
 GIS compilation of trail alignments
 Review of PlaceWorks Maps and Trail Signs
 Review and mapping of trail extension
 Discussions with Contractor, PlaceWorks, and City
 Mayone Structural Engineering design modifications to bridge splices
 Mayone Structural Engineering design modifications to bracing

Amount to Pay: \$ 5,012.50
 Vendor #: 1517 P.O. # 20200172
 Account: 422-9278-001-81142
 Entered By: Shahen Date: 9/3/20
 Approved By: _____

50% City Funds
 request for Payment

Amount to Pay: \$ 5,012.50
 Vendor #: 1517 P.O. # 20200172
 Account: 412-9278-001-81142
 Entered By: Shahen Date: 9/3/20
 Approved By: _____

MAYONE STRUCTURAL ENGINEERING, INC.
 187-B El Dorado, Monterey, CA 93940
 MayoneStructural.com
 tel 831-372-4455
 fax 831-372-4459

SARATOGA TO SANBORN TRAIL BRIDGES Tim Best, CEG MSE Job #13-023.12
 Revise 50-Ft. Bridge Splices & Shop Drawing Review
 May 2020 TIME BILLED
 Page 1 of 1

May 2020

5-01 - 5-08	Communications & review of camber design w/ Frank Portschy & Tim Best	1.0hr
5-11	Re-draw 50-ft. bridge splice locs., lateral brace locs., bolt locs. for 4x8 plate; corrections & update sheets S1 & S2.3; calcs. for revised 50-ft. bridge camber; two calls w/ Frank: 9 min & 45 min.; plot to PDF both sheets & email (Don't update splice plates with inner bolts moved 1/2" outward, away from splice)	4.5
5-13	Review CAD graphic camber analyses by Frank for 35, 50 & 70 foot bridges; phone discuss & calculate w/ Frank (55min. call); upgrade cambers accordingly; call Tim Best	1.0
5-21	Portschy shop dwngs rec'd. & filed; email confirm & begin review	0.5
5-24	Complete shop dwng. review; phone call to Frank; scan mark-ups to PDF & email to Frank & all w/ comment	2.0

TOTAL Engng. May 2020 9.00hrs @ \$200.00/hr = \$1,800.00

SCM

6-02-2020

Bill to:

Timothy C. Best, CEG
 1002 Columbia Street
 Santa Cruz, CA 95060
 (831) 425-5832

MAYONE STRUCTURAL ENGINEERING, INC.
 187-B El Dorado, Monterey, CA 93940
 MayoneStructural.com
 tel 831-372-4455
 fax 831-372-4459

SARATOGA TO SANBORN TRAIL BRIDGES Tim Best, CEG MSE Job #13-023.12
Support During the Construction Phase
 July through August 2020 TIME BILLED
 Page 1 of 1

July 2020

7-13	Review email from Lyn Wilkinson & Tim; review alternate fasteners & ICC ESR-2442 Evaluation Report; email respond to Tim & Lyn	0.25hr
7-29	Call from Frank Portschy at site: inquiry RE: bolt torque for 1" A490; research torque lubricated & not; slip-critical & not; calls & text msgs.	0.5

August 2020

LATERAL BRACING ADDENDUM (Fee Reduced 25%)

8-05	Call from Tim: 50-ft. bridge needs lateral bracing; determine problem, research & test multiple solutions via structural analysis program; detail best sol'n.; communications w/ Tim & Frank Portschy	6.5
8-06	Check/verify details of sol'n. circulated 8/05; with Frank select alt. L4x4 since Corten 1-week lead time; per Tim computer check & approve temp. use of CS14 framing straps fastened to nailer	2.0
8-06	Computer-design analogous bracing for 35-ft bridge & email soln.	1.75
8-07	Per phone call from Tim, phone Frank: keep 3/4" bolts & discuss future need for field drilling for braces - needed for tight connections, don't want slotted holes, difficult to achieve rigorous shop geometry in field setting; CAD detail bracing since conflict with splice plates for 45-degrees; computer-design bracing for 75-ft bridge; prepare PDF's for 70-ft. & adjust LAYOUT for 35-ft & email	5.25
TOTAL FOR LATERAL BRACING ADDENDUM		15.50hr

8-17	Calculation for 16-ft. Puncheon; email to Tim	0.5
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TOTAL ENGINEERING July - August 2020:		
CONSTRUCTION PHASE SUPPORT	1.25hr	@ \$200.00/hr = \$ 250.00
LATERAL BRACING ADDENDUM	15.50hr	@ \$150.00/hr = \$2,325.00

TOTAL July - August 2020 \$2,575.00

Bill to:

Timothy C. Best, CEG
 1002 Columbia Street
 Santa Cruz, CA 95060
 (831) 425-5832

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81142
 Vendor Name: Tim Best CEG
 Vendor #: 1577
 Purchase Order #: 20200172

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81142	\$ 39,480.00	11/6/2019
Contract Award (City Funds)		412.9278-001	81142	\$ 39,480.00	11/6/2019
Contingency (Midpen Funds)		432.9278-001	81142	\$ 3,948.00	11/6/2019
Contingency (City Funds)		412.9278-001	81142	\$ 3,948.00	11/6/2019
TOTAL Authorized Contract Amount:				\$ 86,856.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81142	00-6-831-09	12/31/2019	1,687.50		1,687.50
412.9278-001.81142	00-6-831-09	12/31/2019	1,687.50		1,687.50
432.9278-001.81142	20-16-831-10	4/1/2020	3,125.00		3,125.00
412.9278-001.81142	20-16-831-10	4/1/2020	3,125.00		3,125.00
432.9278-001.81142	20-20-831-11	6/1/2020	2,686.25		2,686.25
412.9278-001.81142	20-20-831-11	6/1/2020	2,686.25		2,686.25
432.9278-001.81142	20-22-831-12	6/30/2020	2,600.00		2,600.00
412.9278-001.81142	20-22-831-12	6/30/2020	2,600.00		2,600.00
432.9278-001.81142	20-34-831-13	9/1/2020	5,012.50		5,012.50
412.9278-001.81142	20-34-831-13	9/1/2020	5,012.50		5,012.50
TOTAL Payment History			30,222.50		30,222.50

CONTRACT SUMMARY

Contract Amount:		\$ 86,856.00
Less:		
Total paid to date:	30,222.50	
Total retained to date:	-	
Total invoiced amount		30,222.50
Available Balance		\$ 56,633.50

* Special Note:

PORTSCHY'S METAL
 DESIGN and FABRICATION
 P.O. Box 2479
 Gonzales CA 93926
 831-229-1452



INVOICE
1089

BILLED TO
 Attn: Emma Burkhalter, PE.
 Project Manager
 City of Saratoga
 13777 Fruitvale Ave
 Saratoga CA 95070

JOB
 Invoice Date: Aug 22, 2020
 Saratoga 20 Foot Trail Bridge
Invoice # 1089

TOTAL DUE
\$1,924.40
 by Sep 6, 2020

THANK YOU FOR YOUR BUSINESS!

Item	TAX	Subtotal
Fabrication 20 FT Bridge Brackets layout and drill holes in angles, degrease angle irons	Saratoga 9%	\$1,765.50
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>50/ Mid Pen Funds Request for Payment Amount to Pay: <u>\$ 962.20</u> Vendor #: <u>1646 P.O. # 20200207</u> Account: <u>432.9278-001.8161</u> Entered By: <u>Shakeen</u> Date: <u>9/14/20</u> Approved By: <u>gc</u></p> </div> <div style="width: 45%;"> <p>50/ City Funds Request for Payment Amount to Pay: <u>\$ 962.20</u> Vendor #: <u>1646 P.O. # 20200207</u> Account: <u>432.9278-001.8161</u> Entered By: <u>Shakeen</u> Date: <u>9/14/20</u> Approved By: <u>J.C.</u></p> </div> </div>		
	Subtotal	\$1,765.50
	Saratoga 9%	\$158.90
	Total due by Sep 6, 2020	\$1,924.40

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81121
 Vendor Name: Portschy's Metal Design and Fabrication
 Vendor #: 1646
 Purchase Order #: 20200207

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)	20200207	432.9278-001	81121	\$ 82,516.86	1/15/2020
Contract Award (City Funds)		412.9278-001	81121	\$ 82,516.86	1/15/2020
Contingency (Midpen Funds)		432.9278-001	81121	\$ 8,250.00	5/5/2020
Contingency (city Funds)		412.9278-001	81121	\$ 8,250.00	5/5/2020
TOTAL Authorized Contract Amount:				\$ 181,533.72	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	982	1/23/2020	850.55		850.55
4129278-001.81161	982	1/23/2020	850.56		850.56
432.9278-001.81161	983	1/23/2020	1,395.76		1,395.76
4129278-001.81161	983	1/23/2020	1,395.75		1,395.75
432.9278-001.81161	1046	5/23/2020	1,042.98		1,042.98
4129278-001.81161	1046	5/23/2020	1,042.99		1,042.99
432.9278-001.81161	1047	5/23/2020	6,239.33		6,239.33
4129278-001.81161	1047	5/23/2020	6,239.33		6,239.33
432.9278-001.81161	1048	5/23/2020	11,864.94		11,864.94
4129278-001.81161	1048	5/23/2020	11,864.94		11,864.94
432.9278-001.81161	1049	5/23/2020	23,074.55		23,074.55
4129278-001.81161	1049	5/23/2020	23,074.55		23,074.55
432.9278-001.81161	1067	7/5/2020	7,807.47		7,807.47
4129278-001.81161	1067	7/5/2020	7,807.46		7,807.46
432.9278-001.81161	1068	7/5/2020	11,312.55		11,312.55
4129278-001.81161	1068	7/5/2020	11,312.56		11,312.56
432.9278-001.81161	1069	7/5/2020	2,253.34		2,253.34
4129278-001.81161	1069	7/5/2020	2,253.35		2,253.35
432.9278-001.81161	1089	9/6/2020	962.20		962.20
4129278-001.81161	1089	9/6/2020	962.20		962.20

TOTAL Payment History	133,607.35	133,607.35
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CONTRACT SUMMARY	
Contract Amount:	\$ 181,533.72
Less:	
Total paid to date:	133,607.35
Total retained to date:	-
Total invoiced amount	133,607.35
Available Balance	\$ 47,926.38

** Special Note:*

PORTSCHY'S METAL
DESIGN and FABRICATION
P.O. Box 2479
Gonzales CA 93926
831-229-1452



INVOICE
1090

BILLED TO
Attn: Emma Burkhalter, PE.
Project Manager
City of Saratoga
13777 Fruitvale Ave
Saratoga CA 95070

JOB
Invoice Date: Aug 22, 2020
Saratoga 35 Foot Trail Bridge
Invoice # 1090

TOTAL DUE
\$5,853.81
by Sep 6, 2020

THANK YOU FOR YOUR BUSINESS!

Item	TAX	Subtotal
Fabrication 35 FT assist prep load and delivery	Saratoga 9%	\$1,232.97
Fabrication 35 FT assist prep load and delivery	Saratoga 9%	\$1,487.50
Fabrication 35 FT prep , load and deliver to job site	Saratoga 9%	\$1,400.00
Transport 35FT complete package	Saratoga 9%	\$1,250.00
<p>50% Mid Penn Funds (Request for Payment)</p> <p>Amount to Pay: <u>\$ 2926.91</u> Vendor #: <u>1646</u> P.O.# <u>20200207</u> Account: <u>432-9278-001-21161</u> Entered By: <u>Shakeen</u> Date: <u>9/14/20</u> Approved By: <u>[Signature]</u></p>		<p>50% City Funds (Request for Payment)</p> <p>Amount to Pay: <u>\$ 2926.90</u> Vendor #: <u>1646</u> P.O.# <u>20200207</u> Account: <u>412-9278-001-21161</u> Entered By: <u>Shakeen</u> Date: <u>9/14/20</u> Approved By: <u>[Signature]</u></p>
	Subtotal	\$5,370.47
	Saratoga 9%	\$483.34
	Total due by Sep 6, 2020	\$5,853.81

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81121
 Vendor Name: Portschy's Metal Design and Fabrication
 Vendor #: 1646
 Purchase Order #: 20200207

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
4. AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)	20200207	432.9278-001	81121	\$ 82,516.86	1/15/2020
Contract Award (City Funds)		412.9278-001	81121	\$ 82,516.86	1/15/2020
Contingency (Midpen Funds)		432.9278-001	81121	\$ 8,250.00	5/5/2020
Contingency (City Funds)		412.9278-001	81121	\$ 8,250.00	5/5/2020
TOTAL Authorized Contract Amount:				\$ 181,533.72	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	982	1/23/2020	850.55		850.55
4129278-001.81161	982	1/23/2020	850.56		850.56
432.9278-001.81161	983	1/23/2020	1,395.76		1,395.76
4129278-001.81161	983	1/23/2020	1,395.75		1,395.75
432.9278-001.81161	1046	5/23/2020	1,042.98		1,042.98
4129278-001.81161	1046	5/23/2020	1,042.99		1,042.99
432.9278-001.81161	1047	5/23/2020	6,239.33		6,239.33
4129278-001.81161	1047	5/23/2020	6,239.33		6,239.33
432.9278-001.81161	1048	5/23/2020	11,864.94		11,864.94
4129278-001.81161	1048	5/23/2020	11,864.94		11,864.94
432.9278-001.81161	1049	5/23/2020	23,074.55		23,074.55
4129278-001.81161	1049	5/23/2020	23,074.55		23,074.55
432.9278-001.81161	1067	7/5/2020	7,807.47		7,807.47
4129278-001.81161	1067	7/5/2020	7,807.46		7,807.46
432.9278-001.81161	1068	7/5/2020	11,312.55		11,312.55
4129278-001.81161	1068	7/5/2020	11,312.56		11,312.56
432.9278-001.81161	1069	7/5/2020	2,253.34		2,253.34
4129278-001.81161	1069	7/5/2020	2,253.35		2,253.35
432.9278-001.81161	1089	9/6/2020	962.20		962.20
4129278-001.81161	1089	9/6/2020	962.20		962.20
432.9278-001.81161	1090	9/6/2020	2,926.91		2,926.91
4129278-001.81161	1089	9/6/2020	2,926.90		2,926.91
TOTAL Payment History			139,461.15		139,461.16

CONTRACT SUMMARY	
Contract Amount:	\$ 181,533.72
Less:	
Total paid to date:	139,461.16
Total retained to date:	-
Total invoiced amount	139,461.16
Available Balance	\$ 42,072.57

* Special Note:

PORTSCHY'S METAL
DESIGN and FABRICATION
P.O. Box 2479
Gonzales CA 93926
831-229-1452



INVOICE
1091

BILLED TO
Attn: Emma Burkhalter, PE.
Project Manager
City of Saratoga
13777 Fruitvale Ave
Saratoga CA 95070

JOB
Invoice Date: Aug 22, 2020
Saratoga 50 Foot Trail Bridge
Invoice # 1091

TOTAL DUE
\$7,604.54
by Sep 6, 2020

THANK YOU FOR YOUR BUSINESS!

Item	TAX	Subtotal
Detailing Additional Splice Plate detail required to add splice plate	Saratoga 9%	\$700.00
Fabrication 50 FT banding splice plate, deliver to job site, Check torque requirements, check clearance to abutment from end of beams, Steve said it was OK to be close	Saratoga 9%	\$1,125.00
Fabrication 50 FT strap splice plates, deliver to site	Saratoga 9%	\$1,745.39
Fabrication 50 FT assist strap splice plates, band materials for transport, assist delivery	Saratoga 9%	\$2,156.25
Transport 50FT complete package	Saratoga 9%	\$1,250.00
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>50 / MID PEN FUNDS request for Payment</p> <p>Amount to Pay: <u>\$ 3,802.27</u></p> <p>Vendor #: <u>1646 P.O. # 20200207</u></p> <p>Account: <u>432.9278-001.81161</u></p> <p>Entered By: <u>Shahreen</u> Date: <u>9/14/20</u></p> <p>Approved By: <u>J.C.</u></p> </div> <div style="width: 45%;"> <p>50 / MID PEN FUNDS request for Payment</p> <p>Amount to Pay: <u>\$ 3,802.27</u></p> <p>Vendor #: <u>1646 P.O. # 20200207</u></p> <p>Account: <u>432.9278-001.81161</u></p> <p>Entered By: <u>Shahreen</u> Date: <u>9/14/20</u></p> <p>Approved By: <u>J.C.</u></p> </div> </div>		
	Subtotal	\$6,976.64
	Saratoga 9%	\$627.90
	Total due by Sep 6, 2020	\$7,604.54

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81121
 Vendor Name: Portschy's Metal Design and Fabrication
 Vendor #: 1646
 Purchase Order #: 20200207

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)	20200207	432.9278-001	81121	\$ 82,516.86	1/15/2020
Contract Award (City Funds)		412.9278-001	81121	\$ 82,516.86	1/15/2020
Contingency (Midpen Funds)		432.9278-001	81121	\$ 8,250.00	5/5/2020
Contingency (City Funds)		412.9278-001	81121	\$ 8,250.00	5/5/2020
TOTAL Authorized Contract Amount:				\$ 181,533.72	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	982	1/23/2020	850.55		850.55
4129278-001.81161	982	1/23/2020	850.56		850.56
432.9278-001.81161	983	1/23/2020	1,395.76		1,395.76
4129278-001.81161	983	1/23/2020	1,395.75		1,395.75
432.9278-001.81161	1046	5/23/2020	1,042.98		1,042.98
4129278-001.81161	1046	5/23/2020	1,042.99		1,042.99
432.9278-001.81161	1047	5/23/2020	6,239.33		6,239.33
4129278-001.81161	1047	5/23/2020	6,239.33		6,239.33
432.9278-001.81161	1048	5/23/2020	11,864.94		11,864.94
4129278-001.81161	1048	5/23/2020	11,864.94		11,864.94
432.9278-001.81161	1049	5/23/2020	23,074.55		23,074.55
4129278-001.81161	1049	5/23/2020	23,074.55		23,074.55
432.9278-001.81161	1067	7/5/2020	7,807.47		7,807.47
4129278-001.81161	1067	7/5/2020	7,807.46		7,807.46
432.9278-001.81161	1068	7/5/2020	11,312.55		11,312.55
4129278-001.81161	1068	7/5/2020	11,312.56		11,312.56
432.9278-001.81161	1069	7/5/2020	2,253.34		2,253.34
4129278-001.81161	1069	7/5/2020	2,253.35		2,253.35
432.9278-001.81161	1089	9/6/2020	962.20		962.20
4129278-001.81161	1089	9/6/2020	962.20		962.20
432.9278-001.81161	1090	9/6/2020	2,926.91		2,926.91
4129278-001.81161	1090	9/6/2020	2,926.90		2,926.90
432.9278-001.81161	1091	9/6/2020	3,802.27		3,802.27
4129278-001.81161	1091	9/6/2020	3,802.27		3,802.27
TOTAL Payment History			147,065.69		147,065.69

CONTRACT SUMMARY

Contract Amount:		\$ 181,533.72
Less:		
Total paid to date:	147,065.69	
Total retained to date:	-	
Total invoiced amount	147,065.69	
Available Balance		\$ 34,468.03

* Special Note:

PORTSCHY'S METAL
DESIGN and FABRICATION
P.O. Box 2479
Gonzales CA 93926
831-229-1452



INVOICE

1092**BILLED TO**

Attn: Emma Burkhalter, PE.
Project Manager
City of Saratoga
13777 Fruitvale Ave
Saratoga CA 95070

JOB

Invoice Date: Aug 22, 2020
Saratoga 70 Foot Trail Bridge
Invoice # 1092

TOTAL DUE

\$21,260.48
by Sep 6, 2020

THANK YOU FOR YOUR BUSINESS!

Item	TAX	Subtotal
Materials 70FT assembly blocking	PREPAID 0%	\$944.09
Contracted 70 Ft water jet hole in splice plates	Saratoga 9%	\$1,837.50
Fabrication 70 FT Transfer punch and drill holes, deburr beam ends, drill holes, cut splice plate welds	Saratoga 9%	\$1,960.00
Fabrication 70 FT assist staging materials for drilling, assist assembly for drilling splice plate holes, Assist stencil, degrease, Assist assembly, assist disassembly, assist delivery to jobsite	Saratoga 9%	\$3,901.39
Fabrication 70 FT stage for drilling, layout and transfer punch, trim beams to length, set up to drill holes, trim beam to length, supervise fabrication, set up for splice plate drilling, supervise assembly, Assemble girders, disassemble, stack for transport, load on transporters and deliver to jobsite	Saratoga 9%	\$4,080.00
Fabrication 70 FT water jet holes, stage materials for drilling, water jet splice plates, set up for splice plate drilling, mark plates, disassemble, Setup splice plates, tack on to beams, Stencil beams and splice plates, get blocking, mark, layout and cut slots for anchors, deliver to jobsite	Saratoga 9%	\$5,360.00
Transport 70FT complete package	Saratoga 9%	\$1,500.00

PORTSCHY'S METAL
 DESIGN and FABRICATION
 P.O. Box 2479
 Gonzales CA 93926
 831-229-1452



INVOICE
1092

50% MidPen Funds
 Request for Payment

Amount to Pay: \$10,630.24
 Vendor #: 1646 P.O.# 20200207
 Account: 432.9278-001.81161
 Entered By: Shaheen Date: 9/14/20
 Approved By: J.C.

50% City Funds
 Request for Payment

Amount to Pay: \$10,630.24
 Vendor #: 1646 P.O.# 20200207
 Account: 412.9278-001.81161
 Entered By: Shaheen Date: 9/14/20
 Approved By: J.C.

	Subtotal	\$19,582.98
	PREPAID 0%	\$0.00
	Saratoga 9%	\$1,677.50
	Total due by Sep 6, 2020	\$21,260.48

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81121
 Vendor Name: Portschy's Metal Design and Fabrication
 Vendor #: 1646
 Purchase Order #: 20200207

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
4. AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)	20200207	432.9278-001	81121	\$ 82,516.86	1/15/2020
Contract Award (City Funds)		412.9278-001	81121	\$ 82,516.86	1/15/2020
Contingency (Midpen Funds)		432.9278-001	81121	\$ 8,250.00	5/5/2020
Contingency (City Funds)		412.9278-001	81121	\$ 8,250.00	5/5/2020
TOTAL Authorized Contract Amount:				\$ 181,533.72	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	982	1/23/2020	850.55		850.55
4129278-001.81161	982	1/23/2020	850.56		850.56
432.9278-001.81161	983	1/23/2020	1,395.76		1,395.76
4129278-001.81161	983	1/23/2020	1,395.75		1,395.75
432.9278-001.81161	1046	5/23/2020	1,042.98		1,042.98
4129278-001.81161	1046	5/23/2020	1,042.99		1,042.99
432.9278-001.81161	1047	5/23/2020	6,239.33		6,239.33
4129278-001.81161	1047	5/23/2020	6,239.33		6,239.33
432.9278-001.81161	1048	5/23/2020	11,864.94		11,864.94
4129278-001.81161	1048	5/23/2020	11,864.94		11,864.94
432.9278-001.81161	1049	5/23/2020	23,074.55		23,074.55
4129278-001.81161	1049	5/23/2020	23,074.55		23,074.55
432.9278-001.81161	1067	7/5/2020	7,807.47		7,807.47
4129278-001.81161	1067	7/5/2020	7,807.46		7,807.46
432.9278-001.81161	1068	7/5/2020	11,312.55		11,312.55
4129278-001.81161	1068	7/5/2020	11,312.56		11,312.56
432.9278-001.81161	1069	7/5/2020	2,253.34		2,253.34
4129278-001.81161	1069	7/5/2020	2,253.35		2,253.35
432.9278-001.81161	1089	9/6/2020	962.20		962.20
4129278-001.81161	1089	9/6/2020	962.20		962.20
432.9278-001.81161	1090	9/6/2020	2,926.91		2,926.91
4129278-001.81161	1090	9/6/2020	2,926.90		2,926.90
432.9278-001.81161	1091	9/6/2020	3,802.27		3,802.27
4129278-001.81161	1091	9/6/2020	3,802.27		3,802.27
432.9278-001.81161	1092	9/6/2020	10,630.24		10,630.24
4129278-001.81161	1092	9/6/2020	10,630.24		10,630.24
TOTAL Payment History			168,326.17		168,326.17

CONTRACT SUMMARY

Contract Amount:		\$ 181,533.72
Less:		
Total paid to date:	168,326.17	
Total retained to date:	-	
Total invoiced amount		168,326.17
Available Balance		\$ 13,207.55

* Special Note:

PORTSCHY'S METAL
DESIGN and FABRICATION
P.O. Box 2479
Gonzales CA 93926
831-229-1452



**PORTSCHY'S
METAL
DESIGN
AND
FABRICATION**
831-229-1452

INVOICE

1093**BILLED TO**

Attn: Emma Burkhalter, PE.
Project Manager
City of Saratoga
13777 Fruitvale Ave
Saratoga CA 95070

JOB

Invoice Date: Aug 22, 2020
Saratoga Cross Bracing 35 and
50FT Bridges

Invoice # 1093**TOTAL DUE**

\$6,800.90
by Sep 6, 2020

THANK YOU FOR YOUR BUSINESS!

Item	TAX	Subtotal
Materials Angle Iron X Bracing and clips	Saratoga 9%	\$1,268.57
Materials Corten Angle L4x4x1/4	Saratoga 9%	\$546.00
Hardware Cross Bracing 3/4" Hardware	Saratoga 9%	\$522.29
Fabrication Cross Bracing Cut materials, drill holes	Saratoga 9%	\$1,375.00
Fabrication Cross Bracing Make templates, transfer punch, set up drill, layout transfer template and drill	Saratoga 9%	\$825.00
Fabrication Cross Bracing Cut materials, drill holes and degrease	Saratoga 9%	\$937.50
Fabrication Cross Braces detail, model, coordinate materials, expedite materials, supervise layout and fabrication	Saratoga 9%	\$765.00

PORTSCHY'S METAL
 DESIGN and FABRICATION
 P.O. Box 2479
 Gonzales CA 93926
 831-229-1452



INVOICE
1093

50% Mid Pen Funds
 Request for Payment

Amount to Pay: \$ 3,400.45
 Vendor #: 1646 P.O. # 20200207
 Account: 432.9278.001.81161
 Entered By: Shakeen Date: 9/14/20
 Approved By: gc.

50% City Funds
 Request for Payment

Amount to Pay: \$ 3,400.45
 Vendor #: 1646 P.O. # 20200207
 Account: 432.9278.001.81161
 Entered By: Shakeen Date: 9/14/20
 Approved By: J.C.

Subtotal	\$6,239.36
Saratoga 9%	\$561.54
Total due by Sep 6, 2020	\$6,800.90

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
CIP Fund: 412/432
CIP Project Number: 9278-001.81121
Vendor Name: Portschy's Metal Design and Fabrication
Vendor #: 1646
Purchase Order #: 20200207

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
4. AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)	20200207	432.9278-001	81121	\$ 82,516.86	1/15/2020
Contract Award (City Funds)		412.9278-001	81121	\$ 82,516.86	1/15/2020
Contingency (Midpen Funds)		432.9278-001	81121	\$ 8,250.00	5/5/2020
Contingency (City Funds)		412.9278-001	81121	\$ 8,250.00	5/5/2020
TOTAL Authorized Contract Amount:				\$ 181,533.72	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	982	1/23/2020	850.55		850.55
4129278-001.81161	982	1/23/2020	850.56		850.56
432.9278-001.81161	983	1/23/2020	1,395.76		1,395.76
4129278-001.81161	983	1/23/2020	1,395.75		1,395.75
432.9278-001.81161	1046	5/23/2020	1,042.98		1,042.98
4129278-001.81161	1046	5/23/2020	1,042.99		1,042.99
432.9278-001.81161	1047	5/23/2020	6,239.33		6,239.33
4129278-001.81161	1047	5/23/2020	6,239.33		6,239.33
432.9278-001.81161	1048	5/23/2020	11,864.94		11,864.94
4129278-001.81161	1048	5/23/2020	11,864.94		11,864.94
432.9278-001.81161	1049	5/23/2020	23,074.55		23,074.55
4129278-001.81161	1049	5/23/2020	23,074.55		23,074.55
432.9278-001.81161	1067	7/5/2020	7,807.47		7,807.47
4129278-001.81161	1067	7/5/2020	7,807.46		7,807.46
432.9278-001.81161	1068	7/5/2020	11,312.55		11,312.55
4129278-001.81161	1068	7/5/2020	11,312.56		11,312.56
432.9278-001.81161	1069	7/5/2020	2,253.34		2,253.34
4129278-001.81161	1069	7/5/2020	2,253.35		2,253.35
432.9278-001.81161	1089	9/6/2020	962.20		962.20
4129278-001.81161	1089	9/6/2020	962.20		962.20
432.9278-001.81161	1090	9/6/2020	2,926.91		2,926.91
4129278-001.81161	1090	9/6/2020	2,926.90		2,926.90
432.9278-001.81161	1091	9/6/2020	3,802.27		3,802.27
4129278-001.81161	1091	9/6/2020	3,802.27		3,802.27
432.9278-001.81161	1092	9/6/2020	10,630.24		10,630.24
4129278-001.81161	1092	9/6/2020	10,630.24		10,630.24
432.9278-001.81161	1093	9/6/2020	3,400.45		3,400.45
4129278-001.81161	1093	9/6/2020	3,400.45		3,400.45
TOTAL Payment History			175,127.07		175,127.07

CONTRACT SUMMARY

Contract Amount:		\$ 181,533.72
Less:		
Total paid to date:	175,127.07	
Total retained to date:	-	
Total invoiced amount:		175,127.07
Available Balance		\$ 6,406.65

* *Special Note:*

PORTSCHY'S METAL
DESIGN and FABRICATION
P.O. Box 2479
Gonzales CA 93926
831-229-1452



INVOICE

1094**BILLED TO**

Attn: Emma Burkhalter, PE.
Project Manager
City of Saratoga
13777 Fruitvale Ave
Saratoga CA 95070

JOB

Invoice Date: Aug 22, 2020
Saratoga Cross Bracing 70FT
Bridge

Invoice # 1094**TOTAL DUE**

\$5,551.48
by Sep 6, 2020

THANK YOU FOR YOUR BUSINESS!

Item	TAX	Subtotal
Materials Angle Iron X Bracing and clips	Saratoga 9%	\$1,268.57
Materials Corten Angle L4x4x1/4	Saratoga 9%	\$546.00
Hardware Cross Bracing 3/4" hardware	Saratoga 9%	\$522.28
Fabrication Cross Bracing Cut materials, Deburr, transfer punch holes	Saratoga 9%	\$750.00
Fabrication Cross Braces make shop sketches, supervise fabrication, clean up, cut materials	Saratoga 9%	\$595.00
Fabrication Cross Braces set up transfer punch	Saratoga 9%	\$412.50
Fabrication Cross bracing drill holes, degrease	Saratoga 9%	\$998.75

PORTSCHY'S METAL
 DESIGN and FABRICATION
 P.O. Box 2479
 Gonzales CA 93926
 831-229-1452



INVOICE

1094

50% Mid Penn Funds
 Request for Payment
 Amount to Pay: \$ 2,775.74
 Vendor #: 1646 P.O. # 20200207
 Account: 432-9278-001-81161
 Entered By: Shaheen Date: 9/14/20
 Approved By: J.C.

50% City Funds
 Request for Payment
 Amount to Pay: \$ 2,775.74
 Vendor #: 1646 P.O. # 20200207
 Account: 432-9278-001-81161
 Entered By: Shaheen Date: 9/14/20
 Approved By: J.C.

Subtotal	\$5,093.10
Saratoga 9%	\$458.38
Total due by Sep 6, 2020	\$5,551.48

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
CIP Fund: 412/432
CIP Project Number: 9278-001.81121
Vendor Name: Portschy's Metal Design and Fabrication
Vendor #: 1646
Purchase Order #: 20200207

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
4. AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)	20200207	432.9278-001	81121	\$ 82,516.86	1/15/2020
Contract Award (City Funds)		412.9278-001	81121	\$ 82,516.86	1/15/2020
Contingency (Midpen Funds)		432.9278-001	81121	\$ 8,250.00	5/5/2020
Contingency (City Funds)		412.9278-001	81121	\$ 8,250.00	5/5/2020
TOTAL Authorized Contract Amount:				\$ 181,533.72	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	982	1/23/2020	850.55		850.55
4129278-001.81161	982	1/23/2020	850.56		850.56
432.9278-001.81161	983	1/23/2020	1,395.76		1,395.76
4129278-001.81161	983	1/23/2020	1,395.75		1,395.75
432.9278-001.81161	1046	5/23/2020	1,042.98		1,042.98
4129278-001.81161	1046	5/23/2020	1,042.99		1,042.99
432.9278-001.81161	1047	5/23/2020	6,239.33		6,239.33
4129278-001.81161	1047	5/23/2020	6,239.33		6,239.33
432.9278-001.81161	1048	5/23/2020	11,864.94		11,864.94
4129278-001.81161	1048	5/23/2020	11,864.94		11,864.94
432.9278-001.81161	1049	5/23/2020	23,074.55		23,074.55
4129278-001.81161	1049	5/23/2020	23,074.55		23,074.55
432.9278-001.81161	1067	7/5/2020	7,807.47		7,807.47
4129278-001.81161	1067	7/5/2020	7,807.46		7,807.46
432.9278-001.81161	1068	7/5/2020	11,312.55		11,312.55
4129278-001.81161	1068	7/5/2020	11,312.56		11,312.56
432.9278-001.81161	1069	7/5/2020	2,253.34		2,253.34
4129278-001.81161	1069	7/5/2020	2,253.35		2,253.35
432.9278-001.81161	1089	9/6/2020	962.20		962.20
4129278-001.81161	1089	9/6/2020	962.20		962.20
432.9278-001.81161	1090	9/6/2020	2,926.91		2,926.91
4129278-001.81161	1090	9/6/2020	2,926.90		2,926.90
432.9278-001.81161	1091	9/6/2020	3,802.27		3,802.27
4129278-001.81161	1091	9/6/2020	3,802.27		3,802.27
432.9278-001.81161	1092	9/6/2020	10,630.24		10,630.24
4129278-001.81161	1092	9/6/2020	10,630.24		10,630.24
432.9278-001.81161	1093	9/6/2020	3,400.45		3,400.45
4129278-001.81161	1093	9/6/2020	3,400.45		3,400.45
432.9278-001.81161	1094	9/6/2020	2,775.74		2,775.74
4129278-001.81161	1094	9/6/2020	2,775.74		2,775.74
TOTAL Payment History			180,678.55		180,678.55

CONTRACT SUMMARY

Contract Amount:	\$ 181,533.72
Less:	
Total paid to date:	180,678.55
Total retained to date:	-
Total invoiced amount	<u>180,678.55</u>
Available Balance	\$ 855.17

* Special Note:



719 Swift Street, #7
 PO Box 331
 Santa Cruz, CA 95061
 CA Class A License #1050446
 Ca DIR# 1000461941

MBOSC Job # 2001
 City of Saratoga Project # PW-E-19-008
 Description: Saratoga to Sanborn Trail--Phase 3
 Construction Phase 1, Progress Billing # 12
 Progress Billing Period: August 16th to August 31st, 2020
 Submission Date: September 8th, 2020

Spec. Sec.	Activity	Contract Amount				Prior Billings		Current Invoice		Total Billings		Balance to Complete (overages in red)	
		Unit	Unit price	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
15000	Mobilization and Demobilization	LS	\$20,000.00	1.0	\$20,000.00	100%	\$20,000.00	0%	\$0.00	100%	\$20,000.00	0%	\$0.00
15713, 15723	Site SWPP and Temp Erosion Control	LS	\$6,250.00	1.0	\$6,250.00	66%	\$4,125.00	17%	\$1,062.50	83%	\$5,187.50	17%	\$1,062.50
	CLEARING AND GRUBBING												
311100	Falling and Limbing Trees > 12" DBH	EACH	\$200.00	1.0	\$200.00	1.0	\$200.00	0.0	\$0.00	1.0	\$200.00	0	\$0.00
	Stump Removal-->7" and <12" DBH	EACH	\$400.00	3.0	\$1,200.00	3.0	\$1,200.00	0.0	\$0.00	3.0	\$1,200.00	0	\$0.00
	Stump Removal--12" and <19" DBH	EACH	\$700.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Stump Removal-->18" DBH	EACH	\$1,500.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	TRAIL CONSTRUCTION												
312000	Cut, Fill, or Partial Bench Trail--<50% Slopes	LF	\$39.00	1845.0	\$71,955.00	1845.0	\$71,955.00	0.0	\$0.00	1845.0	\$71,955.00	0	\$0.00
	Cut or Partial Bench Trail--50% to 65% slopes	LF	\$53.00	1465.0	\$77,645.00	1465.0	\$77,645.00	0.0	\$0.00	1465.0	\$77,645.00	0	\$0.00
	Cut Bench Trail-- >65% slopes	LF	\$72.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Road to Trail Conversion	LF	\$8.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	RETAINING WALLS AND ROCK FILL BUTTRESSES												
323200	Stacked Rock Retaining Walls--Import Rock	SF	\$75.00	113.0	\$8,475.00	113.0	\$8,475.00	0.0	\$0.00	113.0	\$8,475.00	0	\$0.00
	Stacked Rock Retaining Walls--Salvaged Rock	SF	\$60.00	0.0	\$0.00	200.0	\$12,000.00	0.0	\$0.00	200.0	\$12,000.00	(200)	(\$12,000.00)
	Wood Lag Retaining Walls	SF	\$60.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Segmental Block Retaining Walls	SF	\$53.00	113.0	\$5,989.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	113	\$5,989.00
	Rock Fill Buttresses--Salvaged Rock	SF	\$35.00	463.0	\$16,205.00	463.0	\$16,205.00	0.0	\$0.00	463.0	\$16,205.00	0	\$0.00
	CLIMBING TURNS												
313200	Climbing Turn--0 to 30% sideslope	EACH	\$500.00	3.0	\$1,500.00	3.0	\$1,500.00	0.0	\$0.00	3.0	\$1,500.00	0	\$0.00
	Climbing Turn--30 to 50% sideslope	EACH	\$1,400.00	5.0	\$7,000.00	5.0	\$7,000.00	0.0	\$0.00	5.0	\$7,000.00	0	\$0.00
	Climbing Turn--50 to 65% sideslope	EACH	\$4,000.00	1.0	\$4,000.00	1.0	\$4,000.00	0.0	\$0.00	1.0	\$4,000.00	0	\$0.00
	BRIDGES												
333400	Bridge 1: 35 foot	EACH	\$52,351.00	1.0	\$52,351.00	10%	\$5,235.10	15%	\$7,852.65	25%	\$13,087.75	1	\$39,263.25
	Bridge 2: 70 foot	EACH	\$153,083.00	1.0	\$153,083.00	30%	\$45,924.90	40%	\$61,233.20	70%	\$107,158.10	0	\$45,924.90
	Bridge 3: 50 foot	EACH	\$99,452.00	1.0	\$99,452.00	75%	\$74,589.00	20%	\$19,890.40	95%	\$94,479.40	0	\$4,972.60
	Bridge 4: 20 foot	EACH	\$21,080.28	1.0	\$21,080.28	0%	\$0.00	25%	\$5,270.07	25%	\$5,270.07	1	\$16,810.21
	CO #6 New Trail Extension												
1003	Cut, Fill, or Partial Bench Trail--<50% Slopes	LF	\$39.00	615.0	\$23,985.00	0	\$0.00	571	\$22,269.00	571	\$22,269.00	44	\$1,716.00
	Cut, Fill, or Partial Bench Trail--50-65% Slopes	LF	\$53.00	185.0	\$9,745.00	0	\$0.00	100	\$5,300.00	100	\$5,300.00	65	\$3,445.00
	Cut, Fill, or Partial Bench Trail-->65% Slopes	LF	\$72.00	234.0	\$16,848.00	0	\$0.00	175	\$12,600.00	175	\$12,600.00	59	\$4,248.00
	Road to Trail Conversion	LF	\$8.00	701.0	\$5,608.00	0	\$0.00	485	\$3,880.00	485	\$3,880.00	216	\$1,728.00
	CO #6 Retaining Walls and Rock Fill Buttresses												
1003	Stacked Rock Wall--Salvaged Rock	SF	\$60.00	800.0	\$48,000.00	0	\$0.00	492	\$29,520.00	492	\$29,520.00	308	\$18,480.00
	Stacked Rock Wall--Import Rock	SF	\$75.00	0.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Rock Fill Buttresses--Salvaged Rock	SF	\$35.00	209.0	\$7,315.00	0	\$0.00	29	\$1,015.00	29	\$1,015.00	179	\$6,300.00
				0.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	CO #6 Storm Drainage Systems--Culverts												
1003	Install 30" diameter x 30' Culvert	EACH	\$10,000.00	1.0	\$10,000.00	0	\$0.00	1	\$10,000.00	1	\$10,000.00	0	\$0.00
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00
	CO #6 - PUNCHONS												
1003	PUNCHON #1--16 LF	EACH	\$12,500.00	1.0	\$12,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$12,500.00
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00
	TOTAL				\$679,071.28		\$350,054.00		\$179,892.82		\$529,946.82		\$149,124.46

Original Construction Phase 3 Amount \$546,385.28
 Change Order Adjustments to Construction Phase 3 \$132,686.00
 Adjusted Construction Phase 3 Amount \$679,071.28

Retainage --prior billings \$17,562.70
 Retainage this invoice \$8,964.64
 Total Phase 3 Retainage to be held until project completion \$26,467.34

Total Value of Work installed this invoice \$179,892.82
 Less 5% Retainage (\$8,994.64)
 Net Pay Amount requested this invoice \$170,898.18

50% MID PEN FUNDS
 Request for Payment
 Amount to Pay: \$89,946.41
 Vendor #: 1641 P.O.# 20200177
 Account: 432.9278-001.81161
 Entered By: Shaleen Date: 9/13/20
 Approved By: _____

Request for Payment
 Amount to Pay: (\$4,497.32)
 Vendor #: 1641 P.O.# 20200177
 Account: 432.2132 (5% Retention)
 Entered By: Shaleen Date: 9/13/20
 Approved By: _____

50% CITY FUNDS
 Request for Payment
 Amount to Pay: \$89,946.41
 Vendor #: 1641 P.O.# 20200177
 Account: 412.9278-001.81161
 Entered By: Shaleen Date: 9/13/20
 Approved By: _____

Request for Payment
 Amount to Pay: (\$4,497.32)
 Vendor #: 1641 P.O.# 20200177
 Account: 412.2132 (5% Retention)
 Entered By: Shaleen Date: 9/13/20
 Approved By: _____



CITY OF SARATOGA

Public Works Department

CONTRACT CHANGE ORDER FORM

Project: Saratoga to Sanborn Trail Change Order # 6

Contractor: Mountain Bikers of Santa Cruz (MBOSC) Date: 09/02/20

Description of Change: Build new trail route with gentler slopes in Quarry Park between the Park Entrance and the start of the new trail on SJWC property, per Tim Best's July 2020 design. Design and revised cost estimate attached.

This Change Order will:

increase

decrease

not change

the contract amount by: \$132,686

and is based on:

agreed lump sum/unit price proposal

contract unit prices

force account

other specify: _____

The Contract Completion Date will be:

increased

decreased

unchanged

by: _____

Approved for Contractor:

By: Lyn Wilkinson

Title: MBOSC Construction Manager

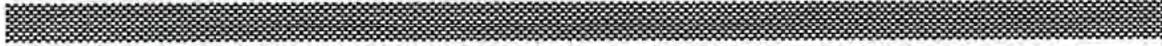
Date: September 7th, 2020

Approved for City of Saratoga:

By: Emma Burkhalter, PE

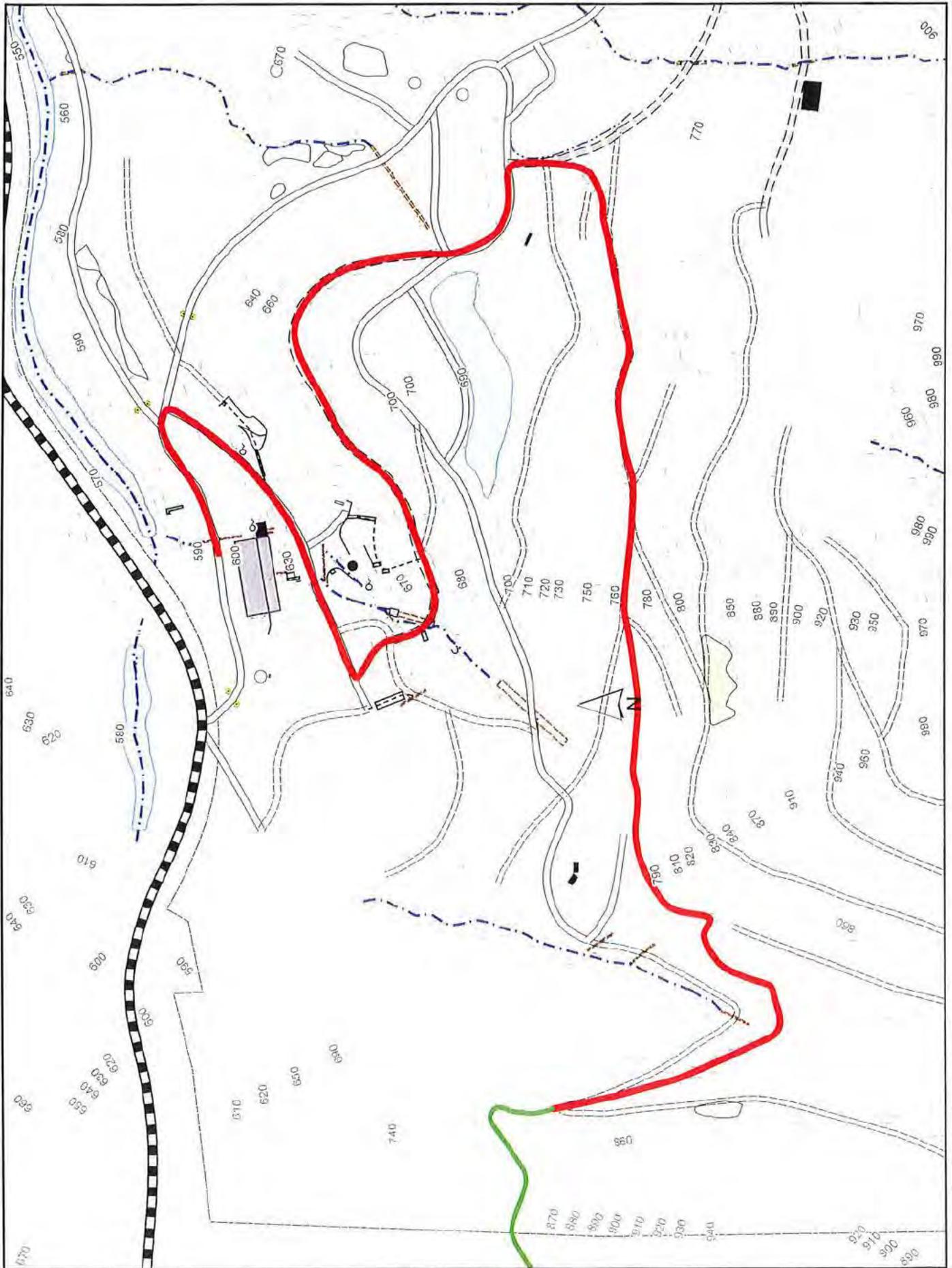
Title: Project Manager

Date: 09-02-20



P.O. No.: 20200177
 Account #: 412/432.9270-001.81161

Net effect of previous Change Orders:	<u>-\$110,077.72</u>
This Change Order:	<u>\$132,686.00</u>
Net effect of all Change Orders to date:	<u>\$22,608.28</u>
Original Contract Amount:	<u>\$1,505,815.00</u>
New Contract Amount:	<u>\$1,528,423.28</u>



~~8/19/2020~~

MBOSC New Trail EXT 090120 Proposed Cost Est.

TRAIL EXTENSION
SARATOGA TO SANBORN
~~ENGINEERS COST ESTIMATE~~
WORKING DRAFT

SECTION	ITEM	UNIT	UNIT PRICE	TOTAL	
				QTY*	EXTENSION
15000	MOBILIZATION & DEMOBILIZATION	LS	\$ -	0%	\$ -
15713	SITE SWPPP AND TEMPORARY EROSION CONTROL	LS	\$ -	0%	\$ -
311100	CLEARING AND GRUBBING				
	Falling and limbing of trees >= 12" dbh	EACH	\$ 200	0	\$ -
	Stump (root wad) removal > 8" and < 12" dbh	EACH	\$ 400	0	\$ -
	Stump (root wad) removal >=12" dbh and < 18"	EACH	\$ 700	0	\$ -
	Stump (root wad) removal > 18" dbh	EACH	\$ 1,500	0	\$ -
312000	TRAIL CONSTRUCTION				
	Cut, Fill or Partial bench trail: <50% slopes	LF	\$ 39	615	\$ 23,985
	Cut or Partial bench trail: 50% to 65% slopes	LF	\$ 53	165	\$ 8,745
	Cut bench trail > 65%	LF	\$ 72	234	\$ 16,848
	Road to Trail Conversion	LF	\$ 8	701	\$ 5,608
323200	RETAINING WALLS AND ROCK FILL BUTTRESSES			800	\$48,000
	Stacked Rock Retaining Wall - Salvaged Rock	SF	\$ 60	875	\$52,500
	Rock Fill Buttresses--Salvaged Rock	SF	\$ 35	200	\$ 7,000
312000.002	CLIMBING TURNS				
	Climbing Turn: 0 - 30% sideslope	EACH	\$ 500	0	\$ -
	Climbing Turn: 30 - 50% sideslope	EACH	\$ 1,400	0	\$ -
	Climbing Turn: 50 - 65% sideslope	EACH	\$ 4,000	0	\$ -
334100	STORM DRAINAGE SYSTEMS - CULVERTS	LS	\$ 10K-12,000	1	\$ 10K-12,000
333400	PUNCHEONS		\$12,500		
	PUNCHEON 1: 16 FOOT	LS	\$ 15,000	1	\$ 12,500
TOTAL BASE BID					\$ 139,186

\$132,686

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: Saratoga-to-Skyline Trail, Quarry Park, 20000 Congress Springs Road, Saratoga CA 95070

Owner: City of Saratoga, CA

Through Date: 08/15/2020

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Saratoga

Amount of Check: \$ 170,898.18

Check Payable to: Mountain Bikers of Santa Cruz

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: 08/18/2020
 Amount(s) of unpaid progress payment(s): \$ 100,170.90
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: *Joseph Lyn Wilkinson*

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager--MBOSC

Date of Signature: 09/08/2020

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: 20000 Congress Springs Road, Quarry Park, Saratoga CA 95070

Owner: City of Saratoga CA

Through Date: 08/15/2020

Unconditional Waiver and Release

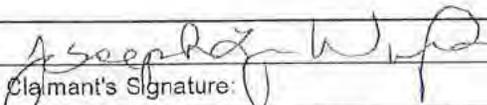
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 100,170.90

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

 Signature

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager, MBOSC

Date of Signature:

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
CIP Fund: 412/432
CIP Project Number: 9278-001.81161
Vendor Name: MBOSC (Mountain Bikers of Santa Cruz)
Vendor #: 1641
Purchase Order #: 20200177

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

<u>Contract #</u>	<u>PO #</u>	<u>Project #</u>	<u>Account</u>	<u>Contract Amount</u>	<u>Date of Contract</u>
Contract Award (Midpen Funds)		432.9278-001	81161	\$ 752,907.50	10/16/2019
Contract Award (City Funds)		412.9278-001	81161	\$ 752,907.50	10/16/2019
Contingency (Midpen Funds)		432.9278-001	81161	\$ 112,500.00	10/16/2019
Contingency (City Funds)		412.9278-001	81161	\$ 112,500.00	10/16/2019
TOTAL Authorized Contract Amount:				\$ 1,730,815.00	

<u>Account # Billed</u>	<u>Invoice #/</u>	<u>Invoice Date</u>	<u>Billed</u>	<u>Retained</u>	<u>Amount Paid</u>
432.9278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
4129278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
432.9278-001.81161	02	1/23/2020	18,733.75	936.68	17,797.07
4129278-001.81161	02	1/23/2020	18,733.75	936.69	17,797.06
432.9278-001.81161	03	2/9/2020	27,422.50	1,371.13	26,051.37
4129278-001.81161	03	2/9/2020	27,422.50	1,371.12	26,051.38
432.9278-001.81161	04	2/28/2020	72,514.50	3,625.73	68,888.77
4129278-001.81161	04	2/28/2020	72,514.50	3,625.72	68,888.78
432.9278-001.81161	05	3/25/2020	14,347.50	717.37	13,630.13
4129278-001.81161	05	3/25/2020	14,347.50	717.38	13,630.12
432.9278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
4129278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
432.9278-001.81161	07	4/20/2020	18,752.50	937.63	17,814.87
4129278-001.81161	07	4/20/2020	18,752.50	937.62	17,814.88
432.9278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
4129278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
432.9278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
4129278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
432.9278-001.81161	10	7/31/2020	122,305.48	6,115.27	116,190.20
4129278-001.81161	10	7/31/2020	122,305.48	6,115.28	116,190.20
432.9278-001.81161	11	8/8/2020	52,721.53	2,636.08	50,085.45
4129278-001.81161	11	8/8/2020	52,721.52	2,636.07	50,085.45
432.9278-001.81161	12	9/8/2020	89,946.41	4,497.32	85,449.09
4129278-001.81161	12	9/8/2020	89,946.41	4,497.32	85,449.09
TOTAL Payment History			1,379,297.82	68,964.88	1,310,332.93

CONTRACT SUMMARY

Contract Amount:		\$ 1,730,815.00
Less:		
Total paid to date:	1,310,332.93	
Total retained to date:	68,964.88	
Total invoiced amount		1,379,297.80
Available Balance		\$ 351,517.20

* *Special Note:*



FOSSIL INDUSTRIES, INC.
 44 Jefryn Boulevard
 Deer Park, NY 11729
 800-244-9809 631-254-9200
 Fax: 631-254-4172
 www.FossilGraphics.com

INVOICE F90491

DATE: 9-9-20

PAGE: 1

TERMS: 60% Deposit / Balance Net 10 After Delivery

To: City of Saratoga
 13777 Fruitvale Avenue
 Saratoga, CA 95070
 Attn: Iveta Harvancik

For: Emma Burkhalter
 City of Saratoga
 13777 Fruitvale Avenue
 Saratoga, CA 95070
 Phone#: 408-868-1239 Fax#:

*50% Mid Pen funds
 Request for Payment*

*Amount to Pay: \$ 993.50
 Vendor #: 1321 P.O.# 20210070
 Account: 432-9278-001.81121
 Entered By: Shaleen Date: 10/19/20
 Approved By: _____*

Account Executive: Rhiannon Andrews
 ID #: 1093673.01

Cust PO
 Tag Name:

Part Number	Qty	Description	Each	Ext
E12-008-T4	3	1/2" Exterior CHPL Graphic. Panel Size: 6"H x 18"W 4 Threaded Inserts w/ Tamper Resistant Bolts.	66.00	198.00
USG4	3	Upright Single Post (90 Degree) with 4 Mounting Brackets. - Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	334.00	1,002.00
E12-06-T4	4	1/2" Exterior CHPL Graphic. Panel Size: 24"H x 36"W 4 Threaded Inserts w/ Tamper Resistant Bolts.	369.00	1,476.00
SPG1212	4	Single Post Pedestal (12" x 12" Mounting Plate at 45 Degree). - Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	220.00	880.00
E12-12-T8	1	1/2" Exterior CHPL Graphic. Panel Size: 36"H x 48"W 8 Threaded Inserts w/ Tamper Resistant Bolts.	738.00	738.00
DPG1212	1	Double Post Pedestal (12" x 12" Mounting Plates at 45 Degree). - Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	440.00	440.00
99810	1	Color Sample - 8" x 10" x 1/16" CHPL. - Used in production for color matching and resolution. - Includes shipping.	40.00	40.00
96304	.5	Design & Production - Per Hour - Production of Color Sample	120.00	60.00
		<i>50% City Funds Request for Payment Amount to Pay: \$ 993.50 Vendor #: 1321 P.O.# 20210070 Account: 432-9278-001.81121 Entered By: Shaleen Date: 10/19/20 Approved By: _____</i>		

Subtotal: \$4,834.00

1.5% Late Charge per month on Past Due invoices.

Subtotal: 4,834.00
 Shipping: 955.00
 0 %Tax: 0.00
 TOTAL: \$5,789.00

Customer Copy

Deposit Paid: 3,802.00
 Balance Due: 10/30/2020 1,987.00

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
CIP Fund: 412/432
CIP Project Number: 9278-001.81142
Vendor Name: Fossil Industries
Vendor #: 1321
Purchase Order #: 20210070

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

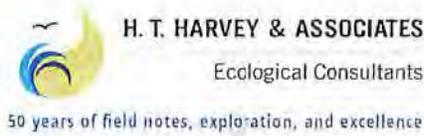
Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
PO Amount (Midpen Funds)	20210070	432.9278-001	81121	\$ 3,138.00	7/31/2020
PO Amount (City Funds)	20210070	412.9278-001	81121	\$ 3,138.00	7/31/2020
PO Amount (Midpen Funds)	20210070-1	432.9278-001	81121	\$ 60.00	9/1/2020
PO Amount (City Funds)	20210070-1	412.9278-001	81121	\$ 60.00	9/1/2020
TOTAL Authorized Contract Amount:				\$ 6,396.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81121	F90491	9/1/2020	1,901.00		1,901.00
412.9278-001.81121	F90491	9/1/2020	1,901.00		1,901.00
432.9278-001.81121	F90491	9/9/2020	993.50		993.50
412.9278-001.81121	F90491	9/9/2020	993.50		993.50
TOTAL Payment History			\$ 5,789.00		\$ 5,789.00

CONTRACT SUMMARY

Contract Amount:		\$ 6,396.00
Less:		
Total paid to date:	5,789.00	
Total retained to date:	-	
Total invoiced amount		5,789.00
Available Balance		\$ 607.00

* Special Note:



Invoice

Invoice number 55871
Date 09/10/2020

*50% Mid Pen Funds
Request for Payment*

To: City of Saratoga
Emma Burkhalter
Public Works Department
12777 Fruitvale Avenue
Saratoga, CA 95070

Amount to Pay: \$ 3,709.45
Vendor #: 472 P.O. # 20200173
Account: 432-9278-001.81142
Entered By: Shaheen Date: 9/14/20
Approved By: _____

*50% City Funds
Request for Payment*
Amount to Pay: \$ 3,709.46
Vendor #: 472 P.O. # 20200173
Account: 412-9278-001.81142
Entered By: Shaheen Date: 9/14/20
Approved By: _____

Professional Services Performed Through August 31, 2020

Project: 4237-02 Saratoga-to-the-Sea Trail Project, Additional Biological Compliance and Support
Contract:
Services: Conduct pre-activity surveys for nesting birds, roosting bats, and San Francisco dusky-footed woodrats for new east trail segment. Conduct pre-activity survey and monitoring for special-status amphibians and reptiles for Bridge 1 construction. Prepare reports for surveys. Relocate woodrat nests from new east trail segment and prepare site-wide San Francisco dusky-footed woodrat relocation report.

Invoice Summary

Description	Contract Amount	Prior Billed	Current	Remaining
1A Preconstruction Survey for Nesting Birds	16,785.00	9,868.15	6,506.93	409.92
1B Active Nest Monitoring	26,829.00	7,911.89	0.00	18,917.11
2 San Francisco Dusky-footed Woodrat Surveys and Relocat	14,755.00	14,747.59	0.00	7.41
3A Preconstruction Surveys for Roosting Bats	4,126.00	4,119.83	0.00	6.17
3B Bat Roost Eviction	4,722.00	1,657.30	0.00	3,064.70
4 Prepare and Conduct Worker Environmental Awareness Pr	6,958.00	1,698.00	0.00	5,260.00
5 Pre-activity Surveys and Construction Monitoring at Creek	28,246.50	6,583.64	911.98	20,750.88
6A Year 1 Monitoring of Replaced Riparian Trees	7,821.50	0.00	0.00	7,821.50
6B Year 2 Monitoring of Replaced Riparian Trees	5,251.00	0.00	0.00	5,251.00
6C Year 3 Monitoring of Replaced Riparian Trees	5,251.00	0.00	0.00	5,251.00
Total	120,745.00	46,586.40	7,418.91	66,739.69

Preconstruction Survey for Nesting Birds

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Kelly Hardwicke	1.50	260.00	390.00
Stephen Rottenborn	1.50	270.00	405.00
Associate Ecologist			
Robin Carle	0.25	217.00	54.25
Senior Ecologist 1			
Kim Briones	26.50	178.00	4,717.00
Ecologist 2			
Matt Louder	6.00	154.00	924.00

City of Saratoga
 Project 4237-02 Saratoga-to-the-Sea Trail Project, Additional Biological Compliance and Support

Invoice number 55871
 Date 09/10/2020

Preconstruction Survey for Nesting Birds

Professional Fees subtotal 35.75 6,490.25

Reimbursables

		Units	Rate	Billed Amount
Company Vehicle #18 Miles	In-House Expense	16.00	0.5750	9.20
2020 Miles	Matt Louder	13.00	0.5750	7.48
	Markup on Expenses			<u>0.00</u>
	Reimbursables subtotal			<u>16.68</u>
	Preconstruction Survey for Nesting Birds subtotal			<u>6,506.93</u>

Pre-activity Surveys and Construction Monitoring at Creek Crossings

Professional Fees

		Hours	Rate	Billed Amount
Ecologist 2				
Matt Louder		4.50	154.00	693.00
Senior GIS Analyst				
Mark Lagarde		0.50	145.00	72.50
GIS Analyst				
Abra Kaiser		1.00	124.00	124.00
	Professional Fees subtotal	<u>6.00</u>		<u>889.50</u>

Reimbursables

		Units	Rate	Billed Amount
GIS Computer Graphics	In-House Expense	1.50	10.0000	15.00
2020 Miles	Matt Louder	13.00	0.5750	7.48
	Markup on Expenses			<u>0.00</u>
	Reimbursables subtotal			<u>22.48</u>
	Pre-activity Surveys and Construction Monitoring at Creek Crossings subtotal			<u>911.98</u>

Invoice total 7,418.91

Aging Summary

PAYMENT TERMS: Net 30 days

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
55871	09/10/2020	7,418.91	7,418.91				
	Total	<u>7,418.91</u>	<u>7,418.91</u>	0.00	0.00	0.00	0.00

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81142
 Vendor Name: HT Harvey and Associates
 Vendor #: 472
 Purchase Order #: 20200173

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81142	\$ 60,372.00	11/6/2019
Contract Award (City Funds)		412.9278-001	81142	\$ 60,372.00	11/6/2019
Contingency (Midpen Funds)		432.9278-001	81142	\$ 6,000.00	11/6/2019
Contingency (City Funds)		412.9278-001	81142	\$ 6,000.00	11/6/2019
TOTAL Authorized Contract Amount:				\$ 132,744.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81142	53859	12/20/2019	605.61		605.61
412.9278-001.81142	53859	12/20/2019	605.61		605.61
432.9278-001.81142	54023	1/22/2020	2,789.46		2,789.46
412.9278-001.81142	54023	1/22/2020	2,789.46		2,789.46
432.9278-001.81142	54279	2/24/2020	2,516.72		2,516.72
412.9278-001.81142	54279	2/24/2020	2,516.72		2,516.72
432.9278-001.81142	54380	3/4/2020	2,337.81		2,337.81
412.9278-001.81142	54380	3/4/2020	2,337.82		2,337.82
432.9278-001.81142	54632	4/7/2020	5,341.24		5,341.24
412.9278-001.81142	54632	4/7/2020	5,341.24		5,341.24
432.9278-001.81142	55161	6/11/2020	2,902.05		2,902.05
412.9278-001.81142	55161	6/11/2020	2,902.06		2,902.06
432.9278-001.81142	55380	7/8/2020	5,248.65		5,248.65
412.9278-001.81142	55380	7/8/2020	5,248.66		5,248.66
432.9278-001.81142	55613	8/7/2020	1,551.65		1,551.65
412.9278-001.81142	55613	8/7/2020	1,551.66		1,551.66
432.9278-001.81142	55871	9/10/2020	3,709.45		3,709.45
412.9278-001.81142	55871	9/10/2020	3,709.46		3,709.46
TOTAL Payment History			\$ 54,005.29	\$ -	\$ 54,005.29

CONTRACT SUMMARY

Contract Amount:		\$ 132,744.00
Less:		
Total paid to date:	54,005.29	
Total retained to date:	-	
Total invoiced amount		54,005.29
Available Balance		\$ 78,738.71

** Special Note:*



719 Swift Street, #7
 PO Box 331
 Santa Cruz, CA 95061
 CA Class A License #1050446
 Ca DIR# 1000461841

MBOSC Job # 2001
 City of Saratoga Project # PW-E-19-008
 Description: Saratoga to Sanborn Trail--Phase 3
 Construction Phase 1, Progress Billing # 13
 Progress Billing Period: September 1st to September 15th, 2020
 Submission Date: September 21st, 2020

Spec. Sec.	Activity	Contract Amount				Prior Billings		Current Invoice		Total Billings		Balance to Complete (overages in red)	
		Unit	Unit price	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
15000	Mobilization and Demobilization	LS	\$20,000.00	1.0	\$20,000.00	100%	\$20,000.00	0%	\$0.00	100%	\$20,000.00	0%	\$0.00
15713, 15723	Site SWPP and Temp Erosion Control	LS	\$6,250.00	1.0	\$6,250.00	83%	\$5,187.50	9%	\$562.50	92%	\$5,750.00	8%	\$500.00
	CLEARING AND GRUBBING												
31100	Felling and Limbing Trees > 12" DBH	EACH	\$200.00	1.0	\$200.00	1.0	\$200.00	0.0	\$0.00	1.0	\$200.00	0	\$0.00
	Stump Removal-->7" and <12" DBH	EACH	\$400.00	3.0	\$1,200.00	3.0	\$1,200.00	0.0	\$0.00	3.0	\$1,200.00	0	\$0.00
	Stump Removal-->12" and <19" DBH	EACH	\$700.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Stump Removal-->18" DBH	EACH	\$1,500.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	TRAIL CONSTRUCTION												
312000	Cut, Fill, or Partial Bench Trail--<50% Slopes	LF	\$39.00	1845.0	\$71,955.00	1845.0	\$71,955.00	0.0	\$0.00	1845.0	\$71,955.00	0	\$0.00
	Cut or Partial Bench Trail--50% to 65% slopes	LF	\$53.00	1465.0	\$77,645.00	1465.0	\$77,645.00	0.0	\$0.00	1465.0	\$77,645.00	0	\$0.00
	Cut Bench Trail-- >65% slopes	LF	\$72.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Road to Trail Conversion	LF	\$8.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	RETAINING WALLS AND ROCK FILL BUTTRESSES												
323200	Stacked Rock Retaining Walls--Import Rock	SF	\$75.00	113.0	\$8,475.00	113.0	\$8,475.00	0.0	\$0.00	113.0	\$8,475.00	0	\$0.00
	Stacked Rock Retaining Walls--Salvaged Rock	SF	\$50.00	0.0	\$0.00	200.0	\$12,000.00	0.0	\$0.00	200.0	\$12,000.00	(200)	(\$12,000.00)
	Wood Lag Retaining Walls	SF	\$90.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00
	Segmental Block Retaining Walls	SF	\$53.00	113.0	\$5,989.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	113	\$5,989.00
	Rock Fill Buttresses--Salvaged Rock	SF	\$35.00	463.0	\$16,205.00	463.0	\$16,205.00	0.0	\$0.00	463.0	\$16,205.00	0	\$0.00
	CLIMBING TURNS												
313200	Climbing Turn--0 to 30% sideslope	EACH	\$500.00	3.0	\$1,500.00	3.0	\$1,500.00	0.0	\$0.00	3.0	\$1,500.00	0	\$0.00
	Climbing Turn--30 to 50% sideslope	EACH	\$1,400.00	5.0	\$7,000.00	5.0	\$7,000.00	0.0	\$0.00	5.0	\$7,000.00	0	\$0.00
	Climbing Turn--50 to 65% sideslope	EACH	\$4,000.00	1.0	\$4,000.00	1.0	\$4,000.00	0.0	\$0.00	1.0	\$4,000.00	0	\$0.00
	BRIDGES												
333400	Bridge 1: 35 foot	EACH	\$52,351.00	1.0	\$52,351.00	25%	\$13,087.75	50%	\$26,175.50	75%	\$39,263.25	0	\$13,087.75
	Bridge 2: 70 foot	EACH	\$153,083.00	1.0	\$153,083.00	70%	\$107,158.10	16%	\$22,962.45	85%	\$130,120.55	0	\$22,962.45
	Bridge 3: 50 foot	EACH	\$99,452.00	1.0	\$99,452.00	95%	\$94,479.40	5%	\$4,972.60	100%	\$99,452.00	0	\$0.00
	Bridge 4: 20 foot	EACH	\$21,080.28	1.0	\$21,080.28	25%	\$5,270.07	76%	\$15,810.21	100%	\$21,080.28	0	\$0.00
	CO #6 New Trail Extension												
1003	Cut, Fill, or Partial Bench Trail--<50% Slopes	LF	\$39.00	615.0	\$23,985.00	571	\$22,269.00	44	\$1,716.00	615	\$23,985.00	0	\$0.00
	Cut, Fill, or Partial Bench Trail--50-65% Slopes	LF	\$53.00	165.0	\$8,745.00	100	\$5,300.00	65	\$3,445.00	165	\$8,745.00	0	\$0.00
	Cut, Fill, or Partial Bench Trail-->65% Slopes	LF	\$72.00	234.0	\$16,848.00	175	\$12,600.00	0	\$0.00	175	\$12,600.00	59	\$4,248.00
	Road to Trail Conversion	LF	\$8.00	701.0	\$5,608.00	485	\$3,880.00	0	\$0.00	485	\$3,880.00	216	\$1,728.00
	CO #6 Retaining Walls and Rock Fill Buttresses												
1003	Stacked Rock Wall--Salvaged Rock	SF	\$50.00	800.0	\$48,000.00	492	\$29,520.00	0	\$0.00	492	\$29,520.00	308	\$18,480.00
	Stacked Rock Wall--Import Rock	SF	\$75.00	0.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Rock Fill Buttresses--Salvaged Rock	SF	\$35.00	200.0	\$7,000.00	29	\$1,015.00	171	\$5,985.00	200	\$7,000.00	0	\$0.00
	CO #6 Storm Drainage Systems--Culverts												
1003	Install 30" diameter x 30' Culvert	EACH	\$10,000.00	1.0	\$10,000.00	1	\$10,000.00	0	\$0.00	1	\$10,000.00	0	\$0.00
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00
	CO #6 - PUNCHEONS												
1003	PUNCHEON #1--16 LF	EACH	\$12,500.00	1.0	\$12,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$12,500.00
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00
	TOTAL				\$679,071.28		\$529,946.82		\$81,629.26		\$611,576.08		\$67,495.20

Original Construction Phase 3 Amount	\$546,385.28	Retainage --prior billings	\$26,497.34
Change Order Adjustments to Construction Phase 3	\$132,686.00	Retainage this invoice	\$4,081.46
Adjusted Construction Phase 3 Amount	\$679,071.28	Total Phase 3 Retainage to be held until project completion	\$30,578.80

Total Value of Work installed this invoice **\$81,629.26**
 Less 5% Retainage **(\$4,081.46)**
 =====
 Net Pay Amount requested this invoice **\$77,547.80**

50% Misc Pen Funds
 (request for Payment)
 Amount to Pay: **\$40,814.63**
 Vendor #: **1641 P.O.# 20200177**
 Account: **432.9278-001,81161**
 Entered By: **Shahreen** Date: **9/29/20**
 Approved By: _____

(request for Payment)
 Amount to Pay: **(\$2,040.73)**
 Vendor #: **1641 P.O.# 20200177**
 Account: **432.21132 (SI. Retention)**
 Entered By: **Shahreen** Date: **9/29/20**
 Approved By: _____

50% City Funds
 (request for Payment)
 Amount to Pay: **\$40,814.63**
 Vendor #: **1641 P.O.# 20200177**
 Account: **412.9278-001,81161**
 Entered By: **Shahreen** Date: **9/29/20**
 Approved By: _____

(request for Payment)
 Amount to Pay: **(\$2,040.73)**
 Vendor #: **1641 P.O.# 20200177**
 Account: **412.21132 (SI. Retention)**
 Entered By: **Shahreen** Date: **9/29/20**
 Approved By: _____

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: Saratoga-to-Skyline Trail, Quarry Park, 20000 Congress Springs Road, Saratoga CA 95070

Owner: City of Saratoga, CA

Through Date: 08/31/2020

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Saratoga

Amount of Check: \$ 77,547.80

Check Payable to: Mountain Bikers of Santa Cruz

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - Date(s) of waiver and release: 09/08/2020
 - Amount(s) of unpaid progress payment(s): \$ 170,898.18
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: *Joseph Lyn Wilkinson*

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager--MBOSC

Date of Signature: 09/21/2020

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: 20000 Congress Springs Road, Quarry Park, Saratoga CA 95070

Owner: City of Saratoga CA

Through Date: 08/31/2020

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 170,898.18

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager, MBOSC

Date of Signature:

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81161
 Vendor Name: MBOSC (Mountain Bikers of Santa Cruz)
 Vendor #: 1641
 Purchase Order #: 20200177

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81161	\$ 752,907.50	10/16/2019
Contract Award (City Funds)		412.9278-001	81161	\$ 752,907.50	10/16/2019
Contingency (Midpen Funds)		432.9278-001	81161	\$ 112,500.00	10/16/2019
Contingency (City Funds)		412.9278-001	81161	\$ 112,500.00	10/16/2019
TOTAL Authorized Contract Amount:				\$ 1,730,815.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
4129278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
432.9278-001.81161	02	1/23/2020	18,733.75	936.68	17,797.07
4129278-001.81161	02	1/23/2020	18,733.75	936.69	17,797.06
432.9278-001.81161	03	2/9/2020	27,422.50	1,371.13	26,051.37
4129278-001.81161	03	2/9/2020	27,422.50	1,371.12	26,051.38
432.9278-001.81161	04	2/28/2020	72,514.50	3,625.73	68,888.77
4129278-001.81161	04	2/28/2020	72,514.50	3,625.72	68,888.78
432.9278-001.81161	05	3/25/2020	14,347.50	717.37	13,630.13
4129278-001.81161	05	3/25/2020	14,347.50	717.38	13,630.12
432.9278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
4129278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
432.9278-001.81161	07	4/20/2020	18,752.50	937.63	17,814.87
4129278-001.81161	07	4/20/2020	18,752.50	937.62	17,814.88
432.9278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
4129278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
432.9278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
4129278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
432.9278-001.81161	10	7/31/2020	122,305.48	6,115.27	116,190.20
4129278-001.81161	10	7/31/2020	122,305.48	6,115.28	116,190.20
432.9278-001.81161	11	8/8/2020	52,721.53	2,636.08	50,085.45
4129278-001.81161	11	8/8/2020	52,721.52	2,636.07	50,085.45
432.9278-001.81161	12	9/8/2020	89,946.41	4,497.32	85,449.09
4129278-001.81161	12	9/8/2020	89,946.41	4,497.32	85,449.09
432.9278-001.81161	13	9/21/2020	40,814.63	2,040.73	38,773.90
4129278-001.81161	13	9/21/2020	40,814.63	2,040.73	38,773.90
TOTAL Payment History			1,460,927.08	73,046.34	1,387,880.72

CONTRACT SUMMARY

Contract Amount:		\$ 1,730,815.00
Less:		
Total paid to date:	1,387,880.72	
Total retained to date:	73,046.34	
Total invoiced amount		1,460,927.06
Available Balance		\$ 269,887.94

* Special Note:



TIMOTHY C. BEST, CEG
Engineering Geology and Hydrology
 1002 Columbia Street
 Santa Cruz, CA 95060
 831.425.5832 (O) 831.425.5830 (F)
 timbest@coastgeo.com

INVOICE

TO Emma Burkhalter
 Assistant Engineer
 City of Saratoga – Public Works
 12777 Fruitvale Ave
 Saratoga, CA 95070

DATE September 30, 2020
 INVOICE 20-40-831-14
 CONTRACT Saratoga-to-Sea Trail Design
 JOB SAR-SAR-TO-SEA-831

PROJECT: SARATOGA-TO-SANBORN TRAIL CONSTRUCTION OBSERVATION

For services to 9/30/2020

ITEM	UNIT	RATE	LINE TOTAL	BALANCE
Labor				\$48,737.50
Principal Engineering Geologist	2.5	\$150.00	\$375.00	\$48,362.50
Project Engineering Geologist	6	\$125.00	\$750.00	\$47,612.50
Staff Geologist/GIS/Technician	0.5	\$110.00	\$55.00	\$47,557.50
Materials, printing, mileage, etc.			\$0.00	\$47,557.50
Subtotal			\$1,180.00	
Sub consultants				
NCRM (9/4/2020)	1		\$1,000.00	\$46,557.50
Subconsultant 0% markup	5.0%		\$50.00	\$46,507.50
INVOICE TOTAL			\$2,230.00	\$46,507.50

COMMENT Work included:
 Project Management
 2 Site Inspections
 SWPPP Management
 NCRM invoice

50% Mid Pen Funds

Request for Payment

\$1,115.00

Amount to Pay: \$1,115.00
 Vendor #: 1577 P.O. # 20200172
 Account: 432-9278-001.81142
 Entered By: Shaheen Date: 10/9/20
 Approved By: _____

50% City Funds

Request for Payment

Amount to Pay: \$1,115.00

Vendor #: 1577 P.O. # 20200172

Account: 412-9278-001.81142

Entered By: Shaheen Date: 10/9/20

Approved By: _____



NCRM, Inc.
 2501 N. State Street
 Ukiah CA 95482
 707-485-7211

Invoice

Invoice#: 9527

Invoice Date: 09/04/2020

License:

To: Timothy C. Best CEG
 1002 Columbia Street
 Santa Cruz CA 95060

Project: Sar-San Trail
 JC

Terms: 15DY

Trans#	Date	Description	Cost Amount	
31003 Sar-San Trail				
5210.000	SWPPP Inspections(Annual)			
Alejandra	08/29/2020	Annual report	1.00	each @ 1,000.00 1,000.00
			Subtotal:	1,000.00
			Cost Total:	1,000.00
			Invoice Total:	1,000.00



719 Swift Street, #7
PO Box 331
Santa Cruz, CA 95061
CA Class A License #1050446
Ca DIR# 1000461941

MBOSC Job # 2001
City of Saratoga Project # PW-E-19-008
Description: Saratoga to Sanborn Trail--Phase 3
Construction Phase 1, Progress Billing # 14
Progress Billing Period: September 16th to September 30th, 2020
Submission Date: October 19, 2020 **REVISED TO CORRECT PRIOR BILLING**

Spec. Sec.	Activity	Contract Amount				Prior Billings		Current Invoice		Total Billings		Balance to Complete (overages in red)		
		Unit	Unit price	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	
15000	Mobilization and Demobilization	LS	\$20,000.00	1.0	\$20,000.00	100%	\$20,000.00	0%	\$0.00	100%	\$20,000.00	0%	\$0.00	
15713, 15723	Site SWPP and Temp Erosion Control	LS	\$6,250.00	1.0	\$6,250.00	92%	\$5,750.00	8%	\$500.00	100%	\$6,250.00	0%	\$0.00	
CLEARING AND GRUBBING														
311100	Felling and Limbing Trees > 12" DBH	EACH	\$200.00	1.0	\$200.00	1.0	\$200.00	0.0	\$0.00	1.0	\$200.00	0	\$0.00	
	Stump Removal->7" and <12" DBH	EACH	\$400.00	3.0	\$1,200.00	3.0	\$1,200.00	0.0	\$0.00	3.0	\$1,200.00	0	\$0.00	
	Stump Removal->12" and <19" DBH	EACH	\$700.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00	
	Stump Removal->18" DBH	EACH	\$1,500.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00	
TRAIL CONSTRUCTION														
312000	Cut, Fill, or Partial Bench Trail-<50% Slopes	LF	\$39.00	1845.0	\$71,955.00	1845.0	\$71,955.00	0.0	\$0.00	1845.0	\$71,955.00	0	\$0.00	
	Cut or Partial Bench Trail-50% to 65% slopes	LF	\$53.00	1465.0	\$77,645.00	1465.0	\$77,645.00	0.0	\$0.00	1465.0	\$77,645.00	0	\$0.00	
	Cut Bench Trail->65% slopes	LF	\$72.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00	
	Road to Trail Conversion	LF	\$8.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00	
RETAINING WALLS AND ROCK FILL BUTTRESSES														
323200	Stacked Rock Retaining Walls--Import Rock	SF	\$75.00	113.0	\$8,475.00	113.0	\$8,475.00	0.0	\$0.00	113.0	\$8,475.00	0	\$0.00	
	Stacked Rock Retaining Walls--Salvaged Rock	SF	\$60.00	0.0	\$0.00	200.0	\$12,000.00	0.0	\$0.00	200.0	\$12,000.00	(200)	(\$12,000.00)	
	Wood Lag Retaining Walls	SF	\$60.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0	\$0.00	
	Segmental Block Retaining Walls	SF	\$53.00	113.0	\$5,989.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	113	\$5,989.00	
	Rock Fill Buttresses--Salvaged Rock	SF	\$35.00	463.0	\$16,205.00	463.0	\$16,205.00	0.0	\$0.00	463.0	\$16,205.00	0	\$0.00	
CLIMBING TURNS														
313200	Climbing Turn--0 to 30% sideslope	EACH	\$500.00	3.0	\$1,500.00	3.0	\$1,500.00	0.0	\$0.00	3.0	\$1,500.00	0	\$0.00	
	Climbing Turn--30 to 50% sideslope	EACH	\$1,400.00	5.0	\$7,000.00	5.0	\$7,000.00	0.0	\$0.00	5.0	\$7,000.00	0	\$0.00	
	Climbing Turn--50 to 65% sideslope	EACH	\$4,000.00	1.0	\$4,000.00	1.0	\$4,000.00	0.0	\$0.00	1.0	\$4,000.00	0	\$0.00	
BRIDGES														
333400	Bridge 1: 35 foot	EACH	\$52,351.00	1.0	\$52,351.00	75%	\$39,263.25	25%	\$13,087.75	100%	\$52,351.00	0	\$0.00	
	Bridge 2: 70 foot	EACH	\$153,083.00	1.0	\$153,083.00	85%	\$130,120.55	15%	\$22,962.45	100%	\$153,083.00	0	\$0.00	
	Bridge 3: 50 foot	EACH	\$99,452.00	1.0	\$99,452.00	100%	\$99,452.00	0%	\$0.00	100%	\$99,452.00	0	\$0.00	
	Bridge 4: 20 foot	EACH	\$21,080.28	1.0	\$21,080.28	100%	\$21,080.28	0%	\$0.00	100%	\$21,080.28	0	\$0.00	
CO #6 New Trail Extension														
1003	Cut, Fill, or Partial Bench Trail-<50% Slopes	LF	\$39.00	615.0	\$23,985.00	615	\$23,985.00	0	\$0.00	615	\$23,985.00	0	\$0.00	
	Cut, Fill, or Partial Bench Trail-50-65% Slopes	LF	\$53.00	165.0	\$8,745.00	165	\$8,745.00	0	\$0.00	165	\$8,745.00	0	\$0.00	
	Cut, Fill, or Partial Bench Trail->65% Slopes	LF	\$72.00	234.0	\$16,848.00	175	\$12,600.00	59	\$4,248.00	234	\$16,848.00	0	\$0.00	
	Road to Trail Conversion	LF	\$8.00	701.0	\$5,608.00	485	\$3,880.00	216	\$1,728.00	701	\$5,608.00	0	\$0.00	
CO #6 Retaining Walls and Rock Fill Buttresses														
1003	Stacked Rock Wall--Salvaged Rock	SF	\$60.00	800.0	\$48,000.00	492	\$29,520.00	0	\$0.00	492	\$29,520.00	308	\$18,480.00	
	Stacked Rock Wall--Import Rock	SF	\$75.00	0.0	\$0.00	0	\$0.00	400	\$30,000.00	400	\$30,000.00	(400)	(\$30,000.00)	
	Rock Fill Buttresses--Salvaged Rock	SF	\$35.00	200.0	\$7,000.00	200	\$7,000.00	0	\$0.00	200	\$7,000.00	0	\$0.00	
CO #6 Storm Drainage Systems--Culverts														
1003	Install 30" diameter x 30' Culvert	EACH	\$10,000.00	1.0	\$10,000.00	1	\$10,000.00	0	\$0.00	1	\$10,000.00	0	\$0.00	
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00	
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00	
		EACH		1.0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$0.00	
CO #6 -- PUNCHEONS														
1003	PUNCHEON #1--10 LF	EACH	\$12,500.00	1.0	\$12,500.00	0%	\$0.00	33%	\$4,125.00	33%	\$4,125.00	1	\$8,375.00	
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00	
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00	
		EACH		1.0	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$0.00	
CO #7 -- Retaining Wall Net Overages and Signage Installations														
1004	PH 3 Import Rock Net Add--See above for adds/credits	EACH	\$6,011.00	1.0	\$6,011.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$6,011.00	
	CO#6 Import Rock Net Add See above for adds/credits	EACH	\$11,520.00	1.0	\$11,520.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$11,520.00	
	SIGNAGE INSTALLATIONS	EACH	\$7,580.00	1.0	\$7,580.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$7,580.00	
TOTAL						\$704,182.28		\$811,676.08		\$76,651.20		\$688,227.28		\$15,955.00

Original Construction Phase 3 Amount	\$546,385.28	Retainage --prior billings	\$30,578.80
Change Order Adjustments to Construction Phase 3	\$157,737.00	Retainage this invoice	\$3,832.56
Adjusted Construction Phase 3 Amount	\$704,122.28	Total Phase 3 Retainage to be held until project completion	\$34,411.36

Total Value of Work installed this invoice **\$76,651.20**
 Less 5% Retainage **(\$3,832.56)**

 Net Pay Amount requested this invoice **\$72,818.64**

50% MID PEN FUNDS

Request for Payment

Amount to Pay: **\$ 38,325.60**
 Vendor #: **1641** P.O. # **20200177**
 Account: **432-9278-001-81161**
 Entered by: **Shakeen** Date: **10/19/20**
 Approved By: _____

Request for Payment

Amount to Pay: **(\$1,916.28)**
 Vendor #: **1641** P.O. # **20200177**
 Account: **432-2132 (5% Retention)**
 Entered by: **Shakeen** Date: **10/19/20**
 Approved By: _____

50% City Funds

Request for Payment

Amount to Pay: **\$ 38,325.60**
 Vendor #: **1641** P.O. # **20200177**
 Account: **412-9278-001-81161**
 Entered by: **Shakeen** Date: **10/19/20**
 Approved By: _____

Request for Payment

Amount to Pay: **(\$1,916.28)**
 Vendor #: **1641** P.O. # **20200177**
 Account: **412-2132 (5% Retention)**
 Entered by: **Shakeen** Date: **10/19/20**
 Approved By: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: 20000 Congress Springs Road, Quarry Park, Saratoga CA 95070

Owner: City of Saratoga CA

Through Date: 09/15/2020

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 77,547.80

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager, MBOSC

Date of Signature: 10/19/2020

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Mountain Bikers of Santa Cruz

Name of Customer: City of Saratoga

Job Location: Saratoga-to-Skyline Trail, Quarry Park, 20000 Congress Springs Road, Saratoga CA 95070

Owner: City of Saratoga, CA

Through Date: 09/30/2020

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Saratoga

Amount of Check: \$ 72,818.64

Check Payable to: Mountain Bikers of Santa Cruz

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - Date(s) of waiver and release: _____
 - Amount(s) of unpaid progress payment(s): \$ _____
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title: Joseph Lyn Wilkinson, Construction Manager--MBOSC

Date of Signature: 10/19/2020

Contract Payment History

CIP Project Name: Saratoga To Sanborn Trail Construction
 CIP Fund: 412/432
 CIP Project Number: 9278-001.81161
 Vendor Name: MBOSC (Mountain Bikers of Santa Cruz)
 Vendor #: 1641
 Purchase Order #: 20200177

Invoice Routing Sequence

1. Emma
2. Shaheen
3. John
- 4 AP

Contract #	PO #	Project #	Account	Contract Amount	Date of Contract
Contract Award (Midpen Funds)		432.9278-001	81161	\$ 752,907.50	10/16/2019
Contract Award (City Funds)		412.9278-001	81161	\$ 752,907.50	10/16/2019
Contingency (Midpen Funds)		432.9278-001	81161	\$ 112,500.00	10/16/2019
Contingency (City Funds)		412.9278-001	81161	\$ 112,500.00	10/16/2019
TOTAL Authorized Contract Amount:				\$ 1,730,815.00	

Account # Billed	Invoice #/	Invoice Date	Billed	Retained	Amount Paid
432.9278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
4129278-001.81161	01	1/7/2020	31,003.75	1,550.19	29,453.56
432.9278-001.81161	02	1/23/2020	18,733.75	936.68	17,797.07
4129278-001.81161	02	1/23/2020	18,733.75	936.69	17,797.06
432.9278-001.81161	03	2/9/2020	27,422.50	1,371.13	26,051.37
4129278-001.81161	03	2/9/2020	27,422.50	1,371.12	26,051.38
432.9278-001.81161	04	2/28/2020	72,514.50	3,625.73	68,888.77
4129278-001.81161	04	2/28/2020	72,514.50	3,625.72	68,888.78
432.9278-001.81161	05	3/25/2020	14,347.50	717.37	13,630.13
4129278-001.81161	05	3/25/2020	14,347.50	717.38	13,630.12
432.9278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
4129278-001.81161	06	3/31/2020	62,558.00	3,127.90	59,430.10
432.9278-001.81161	07	4/20/2020	18,752.50	937.63	17,814.87
4129278-001.81161	07	4/20/2020	18,752.50	937.62	17,814.88
432.9278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
4129278-001.81161	8	5/31/2020	74,208.00	3,710.40	70,497.60
432.9278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
4129278-001.81161	9	6/28/2020	105,135.00	5,256.75	99,878.25
432.9278-001.81161	10	7/31/2020	122,305.48	6,115.27	116,190.20
4129278-001.81161	10	7/31/2020	122,305.48	6,115.28	116,190.20
432.9278-001.81161	11	8/8/2020	52,721.53	2,636.08	50,085.45
4129278-001.81161	11	8/8/2020	52,721.52	2,636.07	50,085.45
432.9278-001.81161	12	9/8/2020	89,946.41	4,497.32	85,449.09
4129278-001.81161	12	9/8/2020	89,946.41	4,497.32	85,449.09
432.9278-001.81161	13	9/21/2020	40,814.63	2,040.73	38,773.90
4129278-001.81161	13	9/21/2020	40,814.63	2,040.73	38,773.90
432.9278-001.81161	14	10/19/2020	38,325.60	1,916.28	36,409.32
4129278-001.81161	14	10/19/2020	38,325.60	1,916.28	36,409.32
TOTAL Payment History			1,537,578.28	76,878.90	1,460,699.36

CONTRACT SUMMARY

Contract Amount:		\$ 1,730,815.00
Less:		
Total paid to date:	1,460,699.36	
Total retained to date:	<u>76,878.90</u>	
Total invoiced amount		<u>1,537,578.26</u>
Available Balance		\$ 193,236.74

* Special Note:



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor Graniterock Date 08/11/20

Project # MAA02-002 GL # 30-35-325-8205.01

Invoice Amount \$312,022.17 Invoice # 992126

Project Manager* Jason Lin* Title* Engineering & Construction Mgr

Description Construction costs related to the Ravenswood Bay Trail.

*original project manager Sean Smith no longer works at District

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

From: [Sean Smith](#)
To: [Debbie Ledger](#)
Cc: [Warren Chan](#); [Scott Reeves](#)
Subject: Invoice Approval: Graniterock Invoice 992126
Date: Tuesday, August 11, 2020 11:54:09 AM
Attachments: [image001.png](#)
[Graniterock Invoice 992126.pdf](#)

Hi Debbie,

Please find attached Graniterock Invoice 992126 for processing. See approval stamps below. Please note, this invoice includes authorized contingency funds billed through PO# 2021-043. Let me know if you have any questions. Thanks.

Contract & Amount 2020-18/\$3,993,320.08
PO# 2021-131
PO Balance \$275,000
PO Complete Y/N No
Amount to Pay \$244,939.10
G/L Account 30-35-325-8205.01
Project # MAA02-002
I am approving this invoice electronically. Sean Smith
Date 8/11/2020

Contract & Amount 2020-18/\$3,993,320.08
PO# 2021-043
PO Balance \$67,083.07
PO Complete Y/N Yes
Amount to Pay

\$67,083.07
G/L Account 30-35-325-8205.01
Project # MAA02-002
I am approving this invoice electronically. Sean Smith
Date 8/11/2020



Sean Smith
Capital Project Manager II
ssmith@openspace.org
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
P: (650) 691-1200 - F: (650) 691-0485



5225 Hellyer Ave, Suite 220
 San Jose, CA 95138
 Phone: 408-574-1400 Fax: 408-365-9548

INVOICE

Bill To: Midpeninsula Regional Open Space Dist
 Scott Reeves, Sr Capital Project Mgr.
 330 Distel Circle
 Los Altos, CA 94022-1404

Invoice No: 992126

Application: 11

Job Name: Ravenswood Bay Trail

Period Thru: 07/31/20

Contract No: PO #2021-131/PO#2021-043

Graniterock Job #: 6753

Total Completed To Date	3,747,778.08
Less Previous Amount Invoiced	3,435,755.91
Current Invoice Amount	<u>312,022.17</u>
Less Current Retention	15,601.11
Current Amount Due	<u><u>296,421.06</u></u>

Job No : 6753 Ravenswood Bay Trail

Application: 11

Period Thru: 07/31/20

Contract No : PO
#0000 134/DO#0000

Invoice No: 992126

Date Printed: 08/6/20

Item Number	Description	Unit of Measure	Unit Price	Contract Units	UNITS		AMOUNT	
					This Period	Job to Date	This Period	Job to Date
001	GENERAL CONDITIONS	LS	55,000.00	1.00	0.00	1.00	0.00	55,000.00
002	EROSION CONTROL MEASURES / BMP	LS	130,581.00	1.00	0.10	1.00	13,058.10	130,581.00
003	PHYTOPHTHORA CONTAMINATION PRE	LS	82,200.00	1.00	0.10	1.00	8,220.00	82,200.00
004	EXCLUSION FENCE	LF	16.00	2,390.00	0.00	2,390.00	0.00	38,240.00
005	TEMPORARY ACCESS MARSH MAT	SF	14.00	3,470.00	0.00	3,470.00	0.00	48,580.00
006	TEMPORARY CONSTRUCTION FENCE	LF	10.00	560.00	0.00	560.00	0.00	5,600.00
007	DEMOLITION	LS	8,300.00	1.00	0.00	1.00	0.00	8,300.00
008	SIGNAGE	EA	450.00	17.00	17.00	17.00	7,650.00	7,650.00
009	BAY TRAIL DESIGNATION SIGN	EA	1,500.00	4.00	2.00	4.00	3,000.00	6,000.00
010	SEEDING	SF	0.15	42,700.00	0.00	0.00	0.00	0.00
101	CLEAR AND GRUB	LS	250.00	1.00	0.00	1.00	0.00	250.00
102	EUCALYPTUS TREE REMOVAL	EA	4,400.00	1.00	0.00	1.00	0.00	4,400.00
103	STRIPING REMOVAL	LS	3,800.00	1.00	0.00	1.00	0.00	3,800.00
104	CONCRETE CURB AND GUTTER REMOV	LF	108.00	30.00	0.00	30.00	0.00	3,240.00
105	ASPHALT PAVEMENT SAW CUT	LF	10.00	150.00	0.00	150.00	0.00	1,500.00
106	ASPHALT AND BASE ROCK REMOVAL	SF	7.00	550.00	0.00	550.00	0.00	3,850.00
107	AGGREGATE BASE	CY	310.00	30.00	0.00	51.00	0.00	15,810.00
108	ASPHALTIC CONCRETE PAVING	TN	442.00	21.00	0.00	32.00	0.00	14,144.00
109	PERMALOC EDGING	LF	13.00	90.00	0.00	96.00	0.00	1,248.00
110	ASPHALT PAVEMENT REPAIR AT CRO	SF	16.00	1,090.00	0.00	1,090.00	0.00	17,440.00
111	SLURRY SEAL	SF	2.00	4,165.00	0.00	4,165.00	0.00	8,330.00
112	PAVEMENT MARKINGS	LS	10,200.00	1.00	1.00	1.00	10,200.00	10,200.00
113	RAISED CONCRETE ISLAND	LS	7,000.00	1.00	0.40	1.00	2,800.00	7,000.00
114	REMOVABLE BOLLARD	EA	750.00	1.00	1.00	1.00	750.00	750.00
115	CHANNELIZERS	EA	155.00	25.00	25.00	25.00	3,875.00	3,875.00
116	RESET EXISTING UTILITY TO GRAD	EA	2,000.00	3.00	0.00	3.00	0.00	6,000.00
117	CONCRETE SIDEWALK	SF	24.00	2,200.00	0.00	2,200.00	0.00	52,800.00
118	ADA CURB RAMP	LS	7,000.00	1.00	0.00	1.00	0.00	7,000.00
119	CONCRETE CURB AND GUTTER	LF	135.00	32.00	0.00	32.00	0.00	4,320.00
120	CHAIN LINK FENCE	LF	77.00	48.00	48.00	48.00	3,696.00	3,696.00
121	PROPERTY FENCE	LF	300.00	12.00	8.00	12.00	2,400.00	3,600.00
122	SERVICE ROAD VEHICULAR GATE	EA	9,000.00	1.00	0.00	1.00	0.00	9,000.00
123	AUTOMATIC TRAIL GATE	EA	35,000.00	1.00	0.40	0.90	14,000.00	31,500.00
124	EARTH MOVING	LS	8,000.00	1.00	0.00	1.00	0.00	8,000.00
201	CLEAR AND GRUB	LS	7,800.00	1.00	0.00	1.00	0.00	7,800.00
202	WALNUT TREE REMOVAL	EA	3,800.00	1.00	0.00	1.00	0.00	3,800.00
203	ASPHALT PAVEMENT SAW CUT	LF	3.00	1,350.00	0.00	1,350.00	0.00	4,050.00
204	ASPHALT AND BASE ROCK REMOVAL	SF	10.00	350.00	0.00	1,217.00	0.00	12,170.00
205	EARTH MOVING	LS	18,800.00	1.00	0.00	1.00	0.00	18,800.00
206	SUBGRADE ENHANCEMENT GEOTEXTIL	SF	2.85	4,300.00	0.00	4,300.00	0.00	12,255.00



Job No : 6753 Ravenswood Bay Trail

Application: 11

Period Thru: 07/31/20

Contract No : PO
#0000 134/DO#0000

Invoice No: 992126

Date Printed: 08/6/20

Item Number	Description	Unit of Measure	Unit Price	Contract Units	UNITS		AMOUNT	
					This Period	Job to Date	This Period	Job to Date
207	AGGREGATE SUBBASE	CY	130.00	239.00	0.00	239.00	0.00	31,070.00
208	AGGREGATE BASE	CY	130.00	122.00	0.00	134.00	0.00	17,420.00
209	ASPHALTIC CONCRETE PAVING	TN	228.00	109.00	0.00	121.00	0.00	27,588.00
210	SLURRY SEAL	SF	2.50	2,626.00	0.00	2,626.00	0.00	6,565.00
211	PAVEMENT MARKINGS	LS	20,000.00	1.00	1.00	1.00	20,000.00	20,000.00
212	STABILIZED DECOMPOSED GRANITE	SF	15.00	6,810.00	6,810.00	6,810.00	102,150.00	102,150.00
213	WEED BARRIER	SF	2.00	6,810.00	6,810.00	6,810.00	13,620.00	13,620.00
214	PERMALOC EDGING	LF	13.00	2,060.00	0.00	2,060.00	0.00	26,780.00
215	PROPERTY FENCE	LF	70.00	2,029.00	286.00	2,029.00	20,020.00	142,030.00
216	MAINTENANCE GATE	EA	2,650.00	2.00	0.00	2.00	0.00	5,300.00
217	VALVE LOT GATE	EA	8,000.00	1.00	0.00	1.00	0.00	8,000.00
218	CONTAMINATED SOIL	CY	425.00	68.00	0.00	68.00	0.00	28,900.00
301	CLEAR AND GRUB	LS	6,500.00	1.00	0.00	1.00	0.00	6,500.00
302	CONCRETE CURB WALL	EA	8,600.00	1.00	0.00	1.00	0.00	8,600.00
303	BOARDWALK RAILING	LF	116.00	300.00	0.00	300.00	0.00	34,800.00
304	BOARDWALK DECK	SF	13.00	1,500.00	0.00	1,500.00	0.00	19,500.00
305	POST/PILE	EA	1,250.00	34.00	0.00	34.00	0.00	42,500.00
306	BENT CAP	LF	21.00	400.00	0.00	396.00	0.00	8,316.00
307	JOIST	LF	25.00	690.00	0.00	730.00	0.00	18,250.00
308	BLOCKING	LF	47.00	320.00	0.00	335.00	0.00	15,745.00
309	BRACING - TRANSVERSE	LF	30.00	240.00	0.00	240.00	0.00	7,200.00
310	BRACING - LONGITUDINAL	LF	37.00	100.00	0.00	48.00	0.00	1,776.00
311	WOOD CONSTRUCTION CONNECTORS	LS	12,000.00	1.00	0.00	1.00	0.00	12,000.00
312	VISUAL SCREEN, TYPE 1	LF	250.00	110.00	0.00	110.00	0.00	27,500.00
313	EARTH MOVING	LS	5,500.00	1.00	0.00	1.00	0.00	5,500.00
401	CLEAR AND GRUB	LS	6,800.00	1.00	0.00	1.00	0.00	6,800.00
402	BRIDGE ABUTMENT	EA	34,000.00	2.00	0.00	2.00	0.00	68,000.00
403	PRECAST CONCRETE ABUTMENT PILE	EA	10,000.00	8.00	0.00	8.00	0.00	80,000.00
404	PREFABRICATED BRIDGE - ERECT	LS	114,000.00	1.00	0.00	1.00	0.00	114,000.00
405	PREFABRICATED BRIDGE - ERECT	LS	60,000.00	1.00	0.00	1.00	0.00	60,000.00
406	VISUAL SCREEN, TYPE 2	LF	250.00	86.00	0.00	86.00	0.00	21,500.00
501	CLEAR AND GRUB	LS	6,500.00	1.00	0.00	1.00	0.00	6,500.00
502	CONCRETE CURB WALL	EA	8,600.00	1.00	0.00	1.00	0.00	8,600.00
503	WETLAND VEGETATION REMOVAL	LS	10,000.00	1.00	0.00	1.00	0.00	10,000.00
504	BOARDWALK RAILING	LF	116.00	2,140.00	0.00	2,140.00	0.00	248,240.00
505	BOARDWALK DECK	SF	13.00	10,000.00	0.00	10,000.00	0.00	130,000.00
506	POST/PILE	EA	1,250.00	208.00	0.00	208.00	0.00	260,000.00
507	BENT CAP	LF	21.00	2,300.00	0.00	2,300.00	0.00	48,300.00
508	JOIST	LF	25.00	4,630.00	0.00	4,630.00	0.00	115,750.00
509	BLOCKING	LF	47.00	2,010.00	0.00	2,010.00	0.00	94,470.00
510	BRACING - TRANSVERSE	LF	30.00	1,470.00	0.00	1,470.00	0.00	44,100.00
511	BRACING - LONGITUDINAL	LF	37.00	1,290.00	0.00	1,290.00	0.00	47,730.00
512	WOOD CONSTRUCTION CONNECTORS	LS	49,000.00	1.00	0.00	1.00	0.00	49,000.00



Job No : 6753 Ravenswood Bay Trail

Application: 11

Period Thru: 07/31/20

Contract No : PO
#0000 134/DC#0000

Invoice No: 992126

Date Printed: 08/6/20

Item Number	Description	Unit of Measure	Unit Price	Contract Units	UNITS		AMOUNT	
					This Period	Job to Date	This Period	Job to Date
513	VISUAL SCREEN, TYPE 1	LF	250.00	145.00	0.00	145.00	0.00	36,250.00
514	TIMBER GATE, HARDWARE, & PGE L	EA	9,600.00	2.00	0.00	2.00	0.00	19,200.00
515	BENCH - BACKED	EA	3,100.00	2.00	0.00	2.00	0.00	6,200.00
516	BENCH - BACKLESS	EA	3,000.00	2.00	0.00	2.00	0.00	6,000.00
517	EARTH MOVING	LS	5,500.00	1.00	0.00	1.00	0.00	5,500.00
601	AUTOMATIC TRAIL GATE AND FENCE	EA	39,000.00	1.00	0.50	0.75	19,500.00	29,250.00
701	BID ATL 1: AC BAY ROAD TO PARK	LS	38,100.00	1.00	0.00	1.00	0.00	38,100.00
702	BID ALT 3: EARTH MOVING	LS	47,400.00	1.00	0.00	1.00	0.00	47,400.00
703	BID ALT 3: PULVERVIZE ASPHALT	SY	44.00	811.00	0.00	811.00	0.00	35,684.00
704	BID ALT 3: AGGREGATE BASE	CY	253.00	360.00	0.00	360.00	0.00	91,080.00
705	BID ALT 3: ASPHALTIC COCNRETE	TN	323.00	377.00	0.00	377.00	0.00	121,771.00
707	BID ALT 3: STABILIZED DECOMP	SF	8.00	14,400.00	0.00	14,400.00	0.00	115,200.00
708	BID ALT 3: WEED BARRIER	SF	1.00	14,400.00	0.00	14,400.00	0.00	14,400.00
709	BID ALT 3: PERMALOC EDGING	LF	19.00	1,600.00	0.00	1,600.00	0.00	30,400.00
710	BID ALT 4: ALTERANTE CONSTRUCT	LS	250,000.00	1.00	0.00	0.00	0.00	0.00
941901	CO#01 Omit Visual Screen	LS	-85,250.00	1.00	0.00	1.00	0.00	-85,250.00
941902	CO#02 Additional Bay Trail Pav	LS	301,318.00	1.00	0.00	1.00	0.00	301,318.00
941903	CO#03 As-Builts	LS	15,170.05	1.00	0.00	1.00	0.00	15,170.05
941904	CO#04	LS	20,742.72	1.00	0.00	1.00	0.00	20,742.72
941905	CO#05 Various Extra Work	LS	8,564.64	1.00	0.00	1.00	0.00	8,564.64
941906	CO#06 SFPUC Cover	LS	46,329.67	1.00	0.00	1.00	0.00	46,329.67
941907	CCO#08 Good Neighbor/Misc	LS	64,005.93	1.00	0.00	1.00	0.00	64,005.93
941908	CCO#09 Bay Trail Widening	LS	67,083.07	1.00	1.00	1.00	67,083.07	67,083.07
							312,022.17	3,747,778.08



Debbie Ledger

From: Zachary Alexander
Sent: Tuesday, November 17, 2020 8:02 AM
To: Debbie Ledger
Subject: RE: Hanford ARC Invoice: Mindego Ranch Ponds Enhancement Project

Hi Debbie,

Thanks for the heads up. The PO total has been updated to cover the invoice difference, and the invoice can now be processed.

FYI, I will be submitting the final retention release invoice for this project later on in the week.

Thanks,
 Zach

From: Debbie Ledger <dledger@openspace.org>
Sent: Monday, November 16, 2020 4:54 PM
To: Zachary Alexander <zalexander@openspace.org>
Subject: RE: Hanford ARC Invoice: Mindego Ranch Ponds Enhancement Project

Hi Zach,

Processing this invoice and there appears not enough \$ on the purchase order. The PO balance is \$263,670.78 and the current amount on invoice is \$271,670.78. Please see the screen shots below:

Vendor	11998 - Hanford Applied Restoration & Conserva	Due Date	11/30/2020
Substitute Vendor P.O.'s	<input type="checkbox"/>	G/L Date	11/10/2020
Vendor Invoice	2010MPE180	Received Date	
Description	Mindego Ranch Ponds Enhancement Project	Paying Bank	GEN CHECK - Wells Fargo Bank-Gen
Check Sort Code		Hold Payment Reason	
Check Code		Manual Check	<input type="checkbox"/>

Item Total:

Purchase Order	Type	Description
<input type="checkbox"/> 2021-00000048	2. Contract PO	Ravenswood Revegetation and Plant Maintenance
<input type="checkbox"/> 2021-00000099	2. Contract PO	Mindego Ranch Ponds Enhancement Project

Item/Description	U/M	Quantity	Price/Unit	Completes Item
<input type="checkbox"/> GENERAL PURCHASING ITEM	Original Amount	1.0000	263,670.7800	\$263,670.7800
Mindego Ranch Ponds Enhancement Project	EA - Each	1.0000	263,670.7800	

From: Zachary Alexander <zalexander@openspace.org>
Sent: Tuesday, November 10, 2020 2:18 PM
To: Accounts Payable <accountspayable@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>; Warren Chan <wchan@openspace.org>; Andrew Taylor

<ataylor@openspace.org>

Subject: Hanford ARC Invoice: Mindego Ranch Ponds Enhancement Project

Hello,

Please see attached for an invoice from Hanford ARC for the Mindego Ranch Ponds Enhancement Project.

Thanks,

Zach

Contract & Amount:	2019-39 \$466,119.00	
PO#:	2021-99	
PO Balance:	\$263,670.78	\$271,670.78
PO Complete (Y/N):	N	
Amount to Pay:	\$258,087.24	
G/L Account:	30-35-325-8205.01	
Project#:	MAA09-003	
I am approving this invoice electronically ZA		



Zachary Alexander, QSP
 Capital Project Manager III
zalexander@openspace.org
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 P: (650) 691-1200 - D: (650) 625-6582

ATTACHMENT 3
Invoice

Hanford ARC
765 Baywood Drive Suite 237
Petaluma, CA 94954
Phone: (707) 996-6633

Invoice Number
2010MPE180
Invoice Date
10/31/2020

Bill To: Midpeninsula Regional OSD
330 Distel Circle
Los Altos, CA 94022-1404

Re: Mindego Ranch Ponds Enhance
330 Distel Circle
Los Altos, CA

Job No	Customer Job No	Purchase Order No	Terms	Due Date
MPE180		2021-99	Net 30 Days	11/30/2020
Description				

<u>Date</u>		<u>Extended Price</u>
10/31/2020	CBEC Eco Engineering Design Services (1 Invoice Attached)	14,474.88
10/31/2020	Kittleson Environmental Consulting (1 Invoice Attached)	2,250.00
10/31/2020	Hanford ARC Services (2 Invoices Attached)	254,945.90

Original Contract	\$	405,321.00
Change Orders	\$	0.00
Revised Contract Amt	\$	405,321.00
Work Completed to Date	\$	405,321.00
Less Previously Billed	\$	133,650.22
Current Billing	\$	271,670.78
Less Retainage	\$	13,583.54

Total Due this Invoice \$ 258,087.24

HANFORD INVOICE		
Date	Description	Extended Price
10/31/2020	CBEC Eco Engineering Design Services (1 invoice attached)	\$14,474.88
10/31/2020	Kittleson Environmental Consulting (1 Invoice attached)	\$2,250.00
10/31/2020	Hanford ARC	\$254,945.90
	TOTAL	\$271,670.78

cbec Eco Engineering		
Task	Task Description	cbec Invoice October 2020
1	Background Research, Site Visit & Project Coordination	
2	Limited Topographic Survey and Geotechnical Investigations	
3	Hydrology Assessment and Reporting	
4	Plans, Specification & Supervisory Review	
5	Permitting	
6	Revegetation Plan and Integrated Pest Management Individual Work Plan	
7	Design Development	
8.1	Preconstruction Meeting	\$3,166.25
8.2	Construction Services	\$9,791.25
99	Reimbursable Expenses	\$1,517.38
	TOTAL	\$14,474.88

Kittleson Environmental Consulting		
Task	Task Description	KEC Invoice October 2020
1	Background Research, Site Visit & Project Coordination	
2	Limited Topographic Survey and Geotechnical Investigations	
3	Hydrology Assessment and Reporting	
4	Plans, Specification & Supervisory Review	
5	Permitting	\$1,400.00
6	Revegetation Plan and Integrated Pest Management Individual Work Plan	\$850.00
7	Design Development	
8.1	Preconstruction Meeting	
8.2	Construction Services	
99	Reimbursable Expenses	
	TOTAL	\$2,250.00

HANFORD ARC - Services from Sept 01 thru Sept 30, 2020		
Task	Task Description	Hanford Invoice Sept 2020
1	Background Research, Site Visit & Project Coordination	
2	Limited Topographic Survey and Geotechnical Investigations	
3	Hydrology Assessment and Reporting	
4	Plans, Specification & Supervisory Review	
5	Permitting	
6	Revegetation Plan and Integrated Pest Management Individual Work Plan	\$1,487.78
7	Design Development	
8.1	Preconstruction Meeting	\$3,826.34
8.2	Construction Services	\$219,675.97
9	Soil and Water Pathogen Transfer Prevention	
99	Reimbursable Expenses	
	TOTAL	\$224,990.09

HANFORD ARC - Services from Oct 01 thru Oct 31, 2020		
Task	Task Description	Hanford Invoice Oct 2020
1	Background Research, Site Visit & Project Coordination	
2	Limited Topographic Survey and Geotechnical Investigations	
3	Hydrology Assessment and Reporting	
4	Plans, Specification & Supervisory Review	
5	Permitting	
6	Revegetation Plan and Integrated Pest Management Individual Work Plan	
7	Design Development	
8.1	Preconstruction Meeting	
8.2	Construction Services	\$29,955.81
9	Soil and Water Pathogen Transfer Prevention	
99	Reimbursable Expenses	
	TOTAL	\$29,955.81



cbec eco engineering
2544 Industrial Blvd.
West Sacramento, CA 95691

November 6, 2020

Invoice #: 18-1019 - 13R

Hanford ARC
 23195 Maffei Road
 Sonoma, CA 95476

Project 18-1019 Mindego Ranch Ponds Enhancement
 Mindego Ranch Ponds Enhancement

Project Manager: Mark Cederborg

Professional Services from November 1, 2019 to October 31, 2020

Task 08 Preconstruction Mtng & Construction Srvc

Sub-Task 8.01 Pre-construction Meeting

Professional Personnel

	Hours	Rate	Amount	
Director				
Hammersmark, Chris	.50	235.00	117.50	
Ecoengineer/Ecohydrologist II				
Mott-Sawyer, April	7.25	155.00	1,123.75	
Director				
Hammersmark, Chris	1.75	250.00	437.50	
Senior Ecoengineer/Ecohydrologist I				
Mott-Sawyer, April	8.50	175.00	1,487.50	
Totals	18.00		3,166.25	
Total Labor				3,166.25
				Total this Sub-Task
				\$3,166.25

Sub-Task 8.02 Construction Services

Professional Personnel

	Hours	Rate	Amount
Director			
Hammersmark, Chris	.25	235.00	58.75
Director			
Hammersmark, Chris	.25	250.00	62.50
Senior Ecoengineer/Ecohydrologist II			
Diaz, Sam	1.75	195.00	341.25
Senior Ecoengineer/Ecohydrologist I			
Mott-Sawyer, April	2.25	175.00	393.75
Ecoengineer/Ecohydrologist II			
Mott-Sawyer, April	4.75	160.00	760.00
Taber, Ben	1.00	160.00	160.00

Please Remit to:
 Cbec Inc.
 2544 Industrial Blvd.
 West Sacramento, CA 95691

Project	18-1019	Mindego Ranch Ponds Enhancement	Invoice	13R
Ecoengineer/Ecohydrologist I				
	Parsons, Jon	56.25	140.00	7,875.00
	Shellenbarger, Gregory	1.00	140.00	140.00
	Totals	67.50		9,791.25
	Total Labor			9,791.25
			Total this Sub-Task	\$9,791.25

Sub-Task	8.99	Reimbursable Expenses		
Reimbursable Expenses				
Bridge Toll				
9/2/2020	Parsons, Jon	Bridge tolls to and from Mindego		12.00
Lodging				
8/27/2020	Parsons, Jon	Airbnb prior to fieldwork		114.12
Mileage				
9/2/2020	Parsons, Jon	Drive to Mindego		77.63
9/3/2020	Parsons, Jon	Drive from Mindego to Sac		77.63
Other Charges				
3/10/2020	San Mateo County RCD	MROSD Mindego Ponds Enhancement GRX		750.00
	Total Reimbursables		1,031.38	1,031.38
Unit Billing				
Robotic Total Station				
9/3/2020		1.0 Unit @ 225.00		225.00
9/21/2020		1.0 Unit @ 225.00		225.00
	Total Units		450.00	450.00
Additional Fees				
	Administrative Fee 8%			36.00
	Total Additional Fees		36.00	36.00
			Total this Sub-Task	\$1,517.38
			Total this Task	\$14,474.88
			Total this Invoice	\$14,474.88

Project	18-1019	Mindego Ranch Ponds Enhancement	Invoice	13R
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Billing Backup

Friday, November 6, 2020

cbec eco engineering

Invoice 13R Dated 11/6/2020

10:48:35 AM

Project	18-1019	Mindego Ranch Ponds Enhancement		
Task	08	Preconstruction Mtng & Construction Srvc		
Sub-Task	8.01	Pre-construction Meeting		

Professional Personnel

	Hours	Rate	Amount	
Director				
Hammersmark, Chris	11/5/2019	.25	235.00	58.75
Hammersmark, Chris	11/15/2019	.25	235.00	58.75
Ecoengineer/Ecohydrologist II				
Mott-Sawyer, April	11/1/2019	1.00	155.00	155.00
update gantt chart, printing coordination				
Mott-Sawyer, April	11/5/2019	2.25	155.00	348.75
coordinating re:permitting, invoicing, getting deliverables out				
Mott-Sawyer, April	11/6/2019	.75	155.00	116.25
coordinating re:permitting, invoicing, getting deliverables out				
Mott-Sawyer, April	11/7/2019	.25	155.00	38.75
coordinating re:permitting, invoicing, getting deliverables out				
Mott-Sawyer, April	11/12/2019	1.75	155.00	271.25
coordinating permits				
Mott-Sawyer, April	11/18/2019	.50	155.00	77.50
call with Zach and emails				
Mott-Sawyer, April	11/25/2019	.25	155.00	38.75
emails				
Mott-Sawyer, April	12/4/2019	.50	155.00	77.50
call with RCD				
Director				
Hammersmark, Chris	7/14/2020	.50	250.00	125.00
Hammersmark, Chris	7/20/2020	.25	250.00	62.50
Hammersmark, Chris	8/17/2020	.75	250.00	187.50
Hammersmark, Chris	8/26/2020	.25	250.00	62.50
Senior Ecoengineer/Ecohydrologist I				
Mott-Sawyer, April	7/7/2020	.50	175.00	87.50
invoicing and scheduling construction				
Mott-Sawyer, April	7/14/2020	2.00	175.00	350.00
check in call and follow ups, permitting, scheduling				
Mott-Sawyer, April	8/12/2020	3.50	175.00	612.50
prep, attend, follow up pre-con meeting				
Mott-Sawyer, April	8/14/2020	.50	175.00	87.50
internal coordination				
Mott-Sawyer, April	8/17/2020	1.50	175.00	262.50
internal coordination				
Mott-Sawyer, April	8/25/2020	.25	175.00	43.75
check in call and coordination				
Mott-Sawyer, April	8/26/2020	.25	175.00	43.75
check in call and coordination				
Totals		18.00		3,166.25
Total Labor				3,166.25

Project	18-1019	Mindego Ranch Ponds Enhancement	Invoice	13R	
			Total this Sub-Task	\$3,166.25	
Sub-Task	8.02	Construction Services			
Professional Personnel					
			Hours	Rate	Amount
Director					
Hammersmark, Chris	12/22/2019		.25	235.00	58.75
Director					
Hammersmark, Chris	2/11/2020		.25	250.00	62.50
Senior Ecoengineer/Ecohydrologist II					
Diaz, Sam	8/12/2020		.50	195.00	97.50
Diaz, Sam	8/17/2020		.50	195.00	97.50
dewatering plan review					
Diaz, Sam	10/7/2020		.25	195.00	48.75
as-builts					
Diaz, Sam	10/8/2020		.25	195.00	48.75
as-builts					
Diaz, Sam	10/9/2020		.25	195.00	48.75
as-builts					
Senior Ecoengineer/Ecohydrologist I					
Mott-Sawyer, April	3/10/2020		.25	175.00	43.75
SHPO question and RCD check					
Mott-Sawyer, April	4/20/2020		.25	175.00	43.75
permitting					
Mott-Sawyer, April	4/21/2020		.25	175.00	43.75
permitting					
Mott-Sawyer, April	6/15/2020		.25	175.00	43.75
check in on RCD GRX and 401 permits					
Mott-Sawyer, April	6/24/2020		.25	175.00	43.75
checking in on permitting					
Mott-Sawyer, April	8/31/2020		.25	175.00	43.75
coordination construction					
Mott-Sawyer, April	9/2/2020		.25	175.00	43.75
coordination for construction					
Mott-Sawyer, April	9/13/2020		.50	175.00	87.50
COVID hold coord					
Ecoengineer/Ecohydrologist II					
Mott-Sawyer, April	1/6/2020		.50	160.00	80.00
permitting and invoicing conversations					
Mott-Sawyer, April	1/7/2020		1.75	160.00	280.00
permitting and invoicing conversations					
Mott-Sawyer, April	1/14/2020		.25	160.00	40.00
email with RCD to get app materials in					
Mott-Sawyer, April	1/21/2020		.25	160.00	40.00
checking on RCD and 401, 404 permits					
Mott-Sawyer, April	2/5/2020		.25	160.00	40.00
facilitating responses to USACE comments					
Mott-Sawyer, April	2/6/2020		.50	160.00	80.00
facilitating responses to USACE comments					
Mott-Sawyer, April	2/10/2020		.75	160.00	120.00
addressing 404 comments					
Mott-Sawyer, April	2/26/2020		.50	160.00	80.00
address 404 comments, respond to USACE, check in with RCD					

Please Remit to:
Cbec Inc.
2544 Industrial Blvd.
West Sacramento, CA 95691

Project	18-1019	Mindego Ranch Ponds Enhancement		Invoice	13R
Taber, Ben		8/28/2020	.50	160.00	80.00
	talk with jon re staking				
Taber, Ben		8/31/2020	.50	160.00	80.00
	review jon staking sheet and TS sop				
	Ecoengineer/Ecohydrologist I				
Parsons, Jon		2/10/2020	1.00	140.00	140.00
	Permit questions				
Parsons, Jon		3/17/2020	.50	140.00	70.00
	Fill placement strategy				
Parsons, Jon		4/6/2020	1.00	140.00	140.00
	Turf mat quantities for Corps				
Parsons, Jon		8/17/2020	2.25	140.00	315.00
	Meet with AS, CH; review documents, submittals; get up to speed on project				
Parsons, Jon		8/19/2020	.50	140.00	70.00
	Review proposal/BOD for geotech req's				
Parsons, Jon		8/21/2020	.75	140.00	105.00
	Review contract for any geotech compaction checking req's, review BOD for project background				
Parsons, Jon		8/27/2020	.50	140.00	70.00
	Field prep				
Parsons, Jon		8/28/2020	2.50	140.00	350.00
	staking plan				
Parsons, Jon		8/31/2020	3.25	140.00	455.00
	Staking plan, fieldwork prep, field work safety plan				
Parsons, Jon		9/3/2020	13.25	140.00	1,855.00
	Knuedler staking				
Parsons, Jon		9/4/2020	2.50	140.00	350.00
	Upper Spring staking plan				
Parsons, Jon		9/21/2020	11.00	140.00	1,540.00
	Upper Spring staking, Knuedler as-builts				
Parsons, Jon		9/28/2020	1.25	140.00	175.00
	Coordinate/prep fieldwork, build AB surfaces				
Parsons, Jon		10/2/2020	7.25	140.00	1,015.00
	Upper Spring as-built				
Parsons, Jon		10/6/2020	.25	140.00	35.00
	upload photos, provide fieldwork update				
Parsons, Jon		10/7/2020	4.50	140.00	630.00
	build Upper Spring as built surface, AB plan drafting, organize photo points, discuss AB's with SD				
Parsons, Jon		10/8/2020	3.00	140.00	420.00
	as-built plans				
Parsons, Jon		10/9/2020	1.00	140.00	140.00
	Finalize as-builts, send to Hanford				
Shellenbarger, Gregory		8/31/2020	1.00	140.00	140.00
	Health and safety forms prep, email, and follow-up, print tailgate form and leave w/ TS, survey gear check for john				
	Totals		67.50		9,791.25
	Total Labor				9,791.25
				Total this Sub-Task	\$9,791.25
Sub-Task	8.99	Reimbursable Expenses			

Project	18-1019	Mindego Ranch Ponds Enhancement	Invoice	13R
Reimbursable Expenses				
Bridge Toll				
EX 0002498	9/2/2020	Parsons, Jon / Bridge tolls to and from Mindego	12.00	
Lodging				
EX 0002467	8/27/2020	Parsons, Jon / Airbnb prior to fieldwork	114.12	
Mileage				
EX 0002498	9/2/2020	Parsons, Jon / Drive to Mindego / 135.01 miles @ 0.575	77.63	
EX 0002498	9/3/2020	Parsons, Jon / Drive from Mindego to Sac / 135.01 miles @ 0.575	77.63	
Other Charges				
AP 8224	3/10/2020	San Mateo County RCD / MROSD Mindego Ponds Enhancement GRX / Invoice: Mar10-2020, 3/10/2020	750.00	
Total Reimbursables			1,031.38	1,031.38
Unit Billing				
Robotic Total Station				
9/3/2020		1.0 Unit @ 225.00	225.00	
9/21/2020		1.0 Unit @ 225.00	225.00	
Total Units			450.00	450.00
			Total this Sub-Task	\$1,481.38
			Total this Task	\$14,438.88
			Total this Project	\$14,438.88
			Total this Report	\$14,438.88

Budget Status and Billing Summary Report

Thursday, November 5, 2020
3:26:25 PM

cbec eco engineering

For the period 10/1/2020 - 10/31/2020

<i>Estimate Overhead</i>	Labor Budget	Reimb. Consultant	Reimb. Expense	Total Budget	Prior Billed	Current Billing	JTD Total Billing	Budget Balance	JTD % Complete
Project Number: 18-1019 Mindego Ranch Ponds Enhancement									
Task Number: 01 Research, Site Visit & Coordination									
Total for 01	13,200.00			13,200.00	17,482.50		17,482.50	-4,282.50	132.44%
Task Number: 02 Surveys & Geotechnical Investigations									
Total for 02	5,115.00			5,115.00	5,115.00		5,115.00		100.00%
Task Number: 03 Hydrology Assessment & Reporting									
Total for 03	9,375.00			9,375.00	9,371.25		9,371.25	3.75	99.96%
Task Number: 04 Plans, Specifications & Sup. Review									
Total for 04	23,610.00			23,610.00	26,355.00		26,355.00	-2,745.00	111.63%
Task Number: 05 Permitting									
Total for 05	2,400.00			2,400.00	2,647.50		2,647.50	-247.50	110.31%
Task Number: 06 Revegetation Plan & Intergrated Pest Mng									
Total for 06									
Task Number: 07 Design Development									
Total for 07	22,350.00			22,350.00	30,381.25		30,381.25	-8,031.25	135.93%
Task Number: 08 Preconstruction Mtng & Construction Srvc									
8.01 Pre-construction Meeting	8,490.00			8,490.00		3,166.25	3,166.25	5,323.75	37.29%
8.02 Construction Services						9,791.25	9,791.25	-9,791.25	
8.99 Reimbursable Expenses						1,517.38	1,517.38	-1,517.38	
Total for 08	8,490.00			8,490.00		14,474.88	14,474.88	-5,984.88	170.49%
Task Number: 99 Reimbursable Expenses									
Total for 99			2,390.00	2,390.00	1,158.94		1,158.94	1,231.06	48.49%
Total for 18-1019	84,540.00		2,390.00	86,930.00	92,511.44	14,474.88	106,986.32	-20,056.32	123.07%


Kittleson Environmental Consulting

3284 Malibu Drive, Santa Cruz, CA 95062
 Mobile & Voicemail: 831-251-0215 Fax: 831-479-0138
 e-mail: garykit@pacbell.net

11/4/2020

ATTENTION:
 Mark Cederborg
 Hanford ARC
 596 First St. E.
 Sonoma, CA 95476

INVOICE

KEC 201104.026-3
 Mindego Ranch Ponds Enhancement Project

Billing Period
 10/17/2019-11/1/2020

TABLE 1. Completed Tasks

KEC Tasks	Kittleson
Permitting	14
Field Visits/Revegetation Plan Installation Monitoring	8.5
Total Hours	22.5
Hourly Rate	\$100.00
	Invoice Total \$2,250.00

<i>Current Invoice</i>	\$2,250.00
<i>Billings to date</i>	\$13,550.00
<i>Contract Total</i>	\$15,800.00
<i>Remaining Budget</i>	\$0.00

Thank you,

Gary Kittleson



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Engineering Remediation

Vendor Resources Group Inc. Date 01/25/21

Project # MAA01-004 GL # 30-80-850-8205.01

Invoice Amount \$201,641.41 Invoice # 13765

Project Manager* Zachary Alexander Title* Capital Project Manager III

Description Construction expenditures for the Madonna Creek Ranch remediation project.

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

** If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.*

Debbie Ledger

From: Zachary Alexander
Sent: Thursday, February 4, 2021 1:02 PM
To: Debbie Ledger
Subject: RE: ERRG Invoice: Madonna Creek Ranch Remediation Project MAA 01-004

Hi Debbie,

Yes, it is okay to pay the overage. The project has been completed and I will be submitting a retention release invoice in the next few weeks, so no issue on my end.

Thanks,
 Zach

From: Debbie Ledger <dledger@openspace.org>
Sent: Wednesday, February 3, 2021 9:43 AM
To: Zachary Alexander <zalexander@openspace.org>
Subject: RE: ERRG Invoice: Madonna Creek Ranch Remediation Project MAA 01-004

Hi Zach,

The amount due on this invoice is off \$.02. The difference is in the retainage. The retainage amount on the invoice is incorrect by \$.02. The amount to pay the vendor is \$191,559.34. I have sent a screen shot of what is in NWS. Please let me know if okay to pay this amount.

Vendor Invoice	13765
Description	Madonna Creek Ranch Remediation Project
Invoice Amount	\$201,641.41
Freight Amount	
Discount Amount	
Invoice Terms	
Retainage Amount	510,082.07

Item	GENERAL PURCHASING ITEM
Description	Madonna Creek Ranch Remediation Project
Quantity	1.0000
Unit of Measure	EA - Each
Price per Unit	\$201,641.4100

Attention: Mr. Zachary Alexander

MROSD Madonna Creek Rem
 Half Moon Bay, California
 PO #2021-216, CO #2
 Contract #2021-48

CURRENT AMOUNT	\$201,641.41
TAX	
RETAINAGE WITHHELD	-\$10,082.09
AMOUNT DUE THIS INVOICE	\$191,559.32

From: Zachary Alexander <zalexander@openspace.org>
Sent: Tuesday, February 2, 2021 1:26 PM
To: Accounts Payable <accountspayable@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>; Warren Chan <wchan@openspace.org>; Andrew Taylor <ataylor@openspace.org>
Subject: ERRG Invoice: Madonna Creek Ranch Remediation Project MAA 01-004

Hello,

Please see attached for an invoice from ERRG for the Madonna Creek Ranch Remediation Project.

Thanks,
 Zach

Contract & Amount:	2021-48 \$290,609.00
PO#:	2021-216
PO Balance:	\$229,047.86
PO Complete (Y/N):	N
Amount to Pay:	\$191,559.32

G/L Account:	30-80-850-8205.01
Project#:	MAA01-004
I am approving this invoice electronically ZA	



Zachary Alexander, QSP
Capital Project Manager III
zalexander@openspace.org
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
P: (650) 691-1200 - D: (650) 625-6582

Debbie Ledger

From: Zachary Alexander
Sent: Tuesday, February 2, 2021 1:26 PM
To: Accounts Payable
Cc: Debbie Ledger; Warren Chan; Andrew Taylor
Subject: ERRG Invoice: Madonna Creek Ranch Remediation Project MAA 01-004
Attachments: 13765_Inv#2 MROSD Madonna Creek.pdf

Hello,

Please see attached for an invoice from ERRG for the Madonna Creek Ranch Remediation Project.

Thanks,
 Zach

Contract & Amount:	2021-48	
	\$290,609.00	
PO#:	2021-216	
PO Balance:	\$229,047.86	
PO Complete (Y/N):	N	
Amount to Pay:	\$191,559.32	\$191,559.34
G/L Account:	30-80-850-8205.01	
Project#:	MAA01-004	
I am approving this invoice electronically ZA		



Zachary Alexander, QSP
 Capital Project Manager III
zalexander@openspace.org
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 P: (650) 691-1200 - D: (650) 625-6582

Remit to:



Engineering/Remediation Resources Group, Inc.
 4585 Pacheco Boulevard, 2nd Floor
 Martinez, CA 94553

Invoice

Invoice No.: 13765
 Date: 01/08/2021
 ERRG Project No.: 20200074
 App ID.: 2
 Client No.: 11422

Midpeninsula Regional Open Space
 330 Distel Circle
 Los Altos, CA 94022-1404

Attention: Mr. Zachary Alexander

MROSD Madonna Creek Rem
 Half Moon Bay, California
 PO #2021-216, CO #2
 Contract #2021-48

CURRENT AMOUNT	\$201,641.41
TAX	
RETAINAGE WITHHELD	-\$10,082.09
AMOUNT DUE THIS INVOICE	\$191,559.32

This is to certify that the services set forth herein were performed during the period stated.

 (Authorized Representative)

 Date

Payment Terms: Net 30 Days from Date of Invoice

1.5% monthly interest may be charged on open balances commencing 30 days from invoice date.
 ERRG reserves the right to suspend work on any project when payment has not been made in accordance with these terms

Invoice No.: 13765
 Date: 01/08/2021
 ERRG Project No.: 20200074
 App ID: 2
 Client No.: 11422

Task Summary

Phase/Task	Description	Amount
001A	Plans & Prep	
001B	Mob/Demob	\$3,431.30
002	Clear & Grub	
003	Stormwater BMP Install	
004	Excavate & Stockpile	\$10,055.35
005	Recycle T&D	\$380.70
006	Debris & Trash T&D	\$57,138.70
007	Cal Haz Soil Class I	\$124,230.00
008	Non Haz Soil Class II	
009	Backfill & Restoration	\$6,405.36
CO1	Power Screen	
CO2	Import Rip Rap	
CURRENT AMOUNT		\$201,641.41

Contract Amount (excluding tax): \$132,277.67
 Contract Billed to Date: \$247,208.55
 Retention Held to Date: \$12,360.45
 Tax to Date

Invoice No.: 13765
 Date: 01/08/2021
 ERRG Project No.: 20200074
 App ID: 2
 Client No.: 11422

Firm Fixed Price

Item ID	Description	Contract Amount	Previous Amount	Billed to Date	Percent Billed	Current Amount	Current Tax	Current Retainage
001A	Plans & Prep	\$7,654.67	\$7,654.67	\$7,654.67	100.00	\$0.00	\$0.00	\$0.00
001B	Mob/Demob	\$6,070.52	\$2,639.22	\$6,070.52	100.00	\$3,431.30	\$0.00	\$171.57
002	Clear & Grub	\$13,106.12	\$13,106.12	\$13,106.12	100.00	\$0.00	\$0.00	\$0.00
003	Stormwater BMP Install	\$5,706.41	\$5,706.41	\$5,706.41	100.00	\$0.00	\$0.00	\$0.00
004	Excavate & Stockpile	\$20,110.71	\$10,055.36	\$20,110.71	100.00	\$10,055.35	\$0.00	\$502.77
009	Backfill & Restoration	\$12,810.72	\$6,405.36	\$12,810.72	100.00	\$6,405.36	\$0.00	\$320.27
CO1	Power Screen	\$10,854.16	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
CO2	Import Rip Rap	\$14,797.86	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Totals		\$91,111.17	\$45,567.14	\$65,459.15		\$19,892.01		\$994.61

Invoice No.: 13765
 Date: 01/08/2021
 ERRG Project No.: 20200074
 App ID: 2
 Client No.: 11422

Unit Price

Item ID	Description	Unit Price	Per	Contract		Previous		Total		Current		Tax	Retainage
				Qty	Amount	Qty	Billed	Qty	Billed	Qty	Billed		
005	Recycle T&D	38.07	TN	30.00	\$1,142.10	0.00	\$0.00	10.00	\$380.70	10.00	\$380.70		\$19.04
006	Debris & Trash T&D	187.34	TN	30.00	\$5,620.20	0.00	\$0.00	305.00	\$57,138.70	305.00	\$57,138.70		\$2,856.94
007	Cal Haz Soil Class I	410.00	TN	55.00	\$24,822.60	0.00	\$0.00	303.00	\$124,230.00	303.00	\$124,230.00		\$6,211.50
008	Non Haz Soil Class II	119.77	TN	80.00	\$9,581.60	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00
				Totals				\$181,749.40		\$181,749.40			\$9,087.48



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Vendor Coastwide Environmental Technologies Inc. Date 11/06/20

Project # MAA21-006 GL # 30-35-325-8205.01

Invoice Amount \$143,500.00 Invoice # 11071-1

Project Manager* Leigh Guggemos Title* Capital Project Manager III

Description Construction expenditures for the Alma College demolition and abatement project.

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

From: [Leigh Guggemos](#)
To: [Lisa Jenkinson](#)
Cc: [Debbie Ledger](#)
Subject: RE: Resending ---FW: Coastwide Environmental Invoice 11071-1
Date: Tuesday, November 17, 2020 9:06:05 AM
Attachments: [11071-1 Pay Ap - Alma Demolition & Abatment 09 30 2020.pdf](#)
[image001.png](#)
[image004.png](#)

Lisa,

See attached for the invoice 11071-1 with cover sheet.

Thanks,

Leigh Guggemos, PE
Capital Projects Manager III
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
D: (650)772-3631 O: (650)691-1200
lguggemos@openspace.org
www.openspace.org

From: Lisa Jenkinson <ljenkinson@openspace.org>
Sent: Monday, November 16, 2020 8:25 AM
To: Leigh Guggemos <lguggemos@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>
Subject: RE: Resending ---FW: Coastwide Environmental Invoice 11071-1

Thanks!



Lisa Jenkinson
HR/Accounting Technician
ljenkinson@openspace.org
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
P: (650) 772-3632 - F: (650) 228-5701
www.openspace.org | Twitter: [@mrosd](https://twitter.com/mrosd)

From: Leigh Guggemos <lguggemos@openspace.org>
Sent: Monday, November 16, 2020 8:24 AM
To: Lisa Jenkinson <ljenkinson@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>
Subject: RE: Resending ---FW: Coastwide Environmental Invoice 11071-1

Hi Lisa,

I will resubmit the invoice with the cover sheet later today.

Thanks,

Leigh Guggemos, PE
Capital Projects Manager III
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
D: (650)772-3631 O: (650)691-1200
lguggemos@openspace.org
www.openspace.org

From: Lisa Jenkinson <ljenkinson@openspace.org>
Sent: Monday, November 16, 2020 8:15 AM
To: Leigh Guggemos <lguggemos@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>
Subject: Resending ---FW: Coastwide Environmental Invoice 11071-1

Hi Leigh,

Are there additional pages to this invoice? There is a retainage fee on the associated purchase order. The invoice is not showing the reduction of any retainage fee or of any net amount due.

Please advise.

Thanks.

Lisa



Lisa Jenkinson
HR/Accounting Technician
ljenkinson@openspace.org
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
P: (650) 772-3632 - F: (650) 228-5701
www.openspace.org | Twitter: [@mrosd](https://twitter.com/mrosd)

From: Leigh Guggemos <lguggemos@openspace.org>
Sent: Thursday, November 12, 2020 8:54 AM
To: Accounts Payable <accountspayable@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>; Lisa Jenkinson <ljenkinson@openspace.org>
Subject: Coastwide Environmental Invoice 11071-1

Hello,

Please see below approval for Coastwide Environmental invoice 11071-1 (attached).

Contract & Amount	2020-101 \$402,000
PO#	2021-153
PO Balance	\$402,000
PO Complete Y/N	N
Amount to Pay	\$143,500
G/L Account	30-35-325-8205.01
Project #	MAA 21-006
I am approving this invoice electronically.	LG
Date	11/12/2020

Regards,



Leigh Guggemos, PE
Capital Projects Manager III
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 D: (650)772-3631 O: (650)691-1200
lguggemos@openspace.org
www.openspace.org



Date	11071-1
Invoice number	11071-1
Company Name	Coastwide Environmental Technologies, Inc.
Address	170 Second Street
Address	Watsonville, CA 95076
Contact permit	Stewart Peterson
Contact phone number and email	831-901-2160 stew@coastwide.net
Project Name	Alma Demolition & Abatement Project
PO Number	

Item #		Contract Budget	Prior Billing	Current Billing	Total Billed	Percent Complete
General and Site Prep						
1.01	General Conditions, Safety, Site Supervision & Insurance; Refer to General and Supplemental Conditions	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	100%
1.02	Mobilization / Demobilization	\$ 1,000.00	\$ -	\$ 500.00	\$ 500.00	50%
1.03	Erosion Control	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	100%
1.04	Phytophthora Contamination Prevention	\$ 1,000.00		\$ 1,000.00		0%
1.05	Hamat Health & Safety Plan- Refer to Project Scope Doc E.2	\$ -	\$ -	\$ -	\$ -	#DIV/0!
1.06	Protect Existing Trees & Shrubs within Work Areas and Access Routs; refer to sheets L2. 1-2-3	\$ 1,000.00		\$ 1,000.00		0%
1.07	Protect Existing Site Elements Within Work Areas and Access Routs; refer to Sheet L3.2	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
1.08	Stand-down Time Allowance	\$ 15,000.00			\$ -	0%
	SUBTOTAL GENERAL AND SITE PREPARATIONS:				\$ 32,000.00	
Bat Deterrence from Existing Structures-						
			\$ -			
2.01	Classroom	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
2.02	1950 Library	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	100%
2.03	1934 Library	\$ 5,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	60%
2.04	Chapel	\$ 6,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	50%
2.05	Garage	\$ 5,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	60%
	SUBTOTAL BAT DETERRENCE FROM EXISTING STRUCTURES				\$ 23,000.00	
Hazardous Materials Abatement & Disposal						
3.01	Dormitory	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
3.02	Classroom	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	100%
3.03	1950 Library	\$ 90,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	22%
3.04	Garage- Upper Level	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
	SUBTOTAL HAZARDOUS MATERIALS ABATEMENT & DISPOSAL				\$ 100,000.00	
Building Demolitions						
4.01	Dormitory	\$ 33,000.00	\$ -	\$ 33,000.00	\$ 33,000.00	100%
4.02	CMU shed	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	100%
4.03	Classroom	\$ 70,000.00	\$ -	\$ 40,000.00	\$ 40,000.00	57%
4.04	1950 Library	\$ 120,000.00	\$ -	\$ -	\$ -	0%
4.05	Lower Carport	\$ 4,000.00	\$ -	\$ -	\$ -	0%
4.06	Garage	\$ 12,000.00	\$ -	\$ -	\$ -	0%
	SUBTOTAL BUILDING DEMOLITIONS				\$ 247,000.00	
Total		\$ 402,000.00	\$ -	\$ 143,500.00	\$ 543,500.00	36%

Tasks completed this billing period

Tasks to be completed next billing period



Date	
Invoice number	11071-1
Company Name	Coastwide Environmental Technologies, Inc.
Address	170 Second Street
Address	Watsonville, CA 95076
Contact permit	Stewart Peterson
Contact phone number and email	831-901-2160 stew@coastwide.net
Project Name	Alma Demolition & Abatement Project
PO Number	2021-153

Item #		Contract Budget	Prior Billing	Current Billing	Total Billed	Percent Complete
General and Site Prep						
1.01	General Conditions, Safety, Site Supervision & Insurance; Refer to General and Supplemental Conditions	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	100%
1.02	Mobilization / Demobilization	\$ 1,000.00	\$ -	\$ 500.00	\$ 500.00	50%
1.03	Erosion Control	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	100%
1.04	Phytophthora Contamination Prevention	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	100%
1.05	Hamat Health & Safety Plan- Refer to Project Scope Doc E.2	\$ -	\$ -	\$ -	\$ -	#DIV/0!
1.06	Protect Existing Trees & Shrubs within Work Areas and Access Routs; refer to sheets L2. 1-2-3	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	100%
1.07	Protect Existing Site Elements Within Work Areas and Access Routs; refer to Sheet L3.2	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
1.08	Stand-down Time Allowance	\$ 15,000.00			\$ -	0%
	SUBTOTAL GENERAL AND SITE PREPARATIONS:				\$ 16,500.00	
Bat Deterrence from Existing Structures-						
			\$ -			
2.01	Classroom	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
2.02	1950 Library	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	100%
2.03	1934 Library	\$ 5,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	60%
2.04	Chapel	\$ 6,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	50%
2.05	Garage	\$ 5,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	60%
	SUBTOTAL BAT DETERRENCE FROM EXISTING STRUCTURES				\$ 16,000.00	
Hazardous Materials Abatement & Disposal						
3.01	Dormitory	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
3.02	Classroom	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	100%
3.03	1950 Library	\$ 90,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	22%
3.04	Garage- Upper Level	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%
	SUBTOTAL HAZARDOUS MATERIALS ABATEMENT & DISPOSAL				\$ 30,000.00	
Building Demolitions						
4.01	Dormitory	\$ 33,000.00	\$ -	\$ 33,000.00	\$ 33,000.00	100%
4.02	CMU shed	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	100%
4.03	Classroom	\$ 70,000.00	\$ -	\$ 40,000.00	\$ 40,000.00	57%
4.04	1950 Library	\$ 120,000.00	\$ -	\$ -	\$ -	0%
4.05	Lower Carport	\$ 4,000.00	\$ -	\$ -	\$ -	0%
4.06	Garage	\$ 12,000.00	\$ -	\$ -	\$ -	0%
	SUBTOTAL BUILDING DEMOLITIONS				\$ 81,000.00	
Total		\$ 402,000.00	\$ -	\$ 143,500.00	\$ 143,500.00	36%

Tasks completed this billing period

Tasks to be completed next billing period



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor Shellco General Contractor Inc. Date 04/22/21

Project # MAA11-002 GL # 30-35-325-8205.01

Invoice Amount \$98,962.15 Invoice # 3312021

Project Manager* Leigh Guggemos Title* Capital Project Manager III

Description Construction expenditures for the White Barn Stabilization project at Deer

Hollow Farm (DHF).

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Debbie Ledger

From: Leigh Guggemos
Sent: Tuesday, April 20, 2021 10:11 AM
To: Accounts Payable
Cc: Debbie Ledger; Lisa Jenkinson
Subject: Shellco Invoice 3312021 - DHF White Barn
Attachments: Shellco White Barn March Invoice 3312021.pdf

Hello,

Please below approval for Shellco Invoice 3312021 (attached). Two approval boxes are included below for two PO Numbers on the same invoice (base contract and contingency).

Contract & Amount
2021-059 \$254,262.06
PO#
2021-253
PO Balance
\$95,664.00
PO Complete Y/N
N
Amount to Pay
\$80,251.09
G/L Account
30-35-325-8205.01
Project #
MAA 11-002
I am approving this invoice electronically.
LG
Date
4/20/2021

Contract & Amount	2021-059 \$254,262.06
PO#	2021-426
PO Balance	\$18,711.06
PO Complete Y/N	Y
Amount to Pay	\$18,711.06
G/L Account	30-35-325-8205.01
Project #	MAA 11-002
I am approving this invoice electronically. LG	
Date	4/20/2021

Thank you,



Leigh Guggemos, PE
Capital Projects Manager III
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 D:(650)772-3631 O:(650)691-1200
 lguggemos@openspace.org
 www.openspace.org

03/31/2021

Leigh Guggemos, PE

Capital Projects Manager III

Midpeninsula Regional Open Space District

330 Distel Circle, Los Altos, CA 94022

D:(650)772-3631 O:(650)691-1200

lguggemos@openspace.org

www.openspace.org

Attachment to Contractors Application for Payment:

P.O. # 2021-426

P.O. # 2021-253

1.01 GENERAL CONDITIONS BILLING	\$300.00
SAFETY & SUPPLEMENTAL CONDITIONS	
1.02 DEMO	\$1,800.00
1.04 PHYTOPHTHORA CONTAINMENT PREVENTION	\$660.00
1.06 DEMO	\$8,000.00
1.07 EARTHWORK & GRADING	\$5,000.00
2.01 INTERIOR 6" CONCRETE SLAB GRADE 5 AT 12"	\$3,852.00
2.02 INTERIOR 6" CONCRETE SLAB GRADE 4 AT 16"	\$3,092.00
2.03 CONCRETE RAMP AT ENTRANCE	\$400.00
2.04 INTERIOR STRIP FOOTING	\$225.00
2.07 SHEAR WALL FOOTING	\$6,600.00
2.12 PCO 1-4, & 7	\$5,352.09
3.01 ATTIC LADDER	\$440.00
3.06 ATTIC JOIST REPAIR	\$3,190.00
5.01 ABATEMENT OF LOOSE & PEELING PAINT	\$12,375.00
5.02 PAINT EXTERIOR WALLS	\$6,050.00
5.03 REMOVE & REPLACE DAMAGE SHEATHING	\$2,970.00
5.04 4 X 4 BRACE & CONNECTIONS LINE 1	\$1,485.00
5.06 SHEAR WALL LINE A	\$4,400.00
5.08 SHEAR WALL LINE D	\$4,400.00
6.01 DRINKING FOUNTAIN CONCRETE PAD	\$5,700.00
6.02 DRINKING FOUNTAIN ANCHORIDGE & CONNECT	\$2,200.00
6.04 DRAIN LINE	\$1,100.00
6.05 CONNECTION TO EXCISTING DRAIN LINE	\$660.00
CHANGE ORDER #1 PO#2021-426	\$11,421.18
CHANGE ORDER #2 PO#2021-426	\$7289.88

MIKE ACKMAN OWNER #1035071
1107 WALNUT AVE
PATTERSON, CA 95363
209-416-9375

SUB TOTAL	<u>\$98,962.15</u>
LESS 5% RETENTION	-\$4,948.11
TOTAL BILLED FOR MARCH:	\$94,014.04

MIKE ACKMAN OWNER #1035071
1107 WALNUT AVE
PATTERSON, CA 95363
209-416-9375

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

TWO PAGES

ATTACHMENT 3

TO OWNER:
MidPensula Open Space District
Leigh Guggemos

PROJECT:
Deer Hollow White Barn

APPLICATION NO: PO # 2021-253 & PO # 2021-426

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 3/31/21

FROM CONTRACTOR:
SHELLCO GENERAL CONTRACTOR INC
1107 WALNUT AVE PATTERSON, CA 95368

VIA ARCHITECT: BRIAN KEHOE
WISS, JANNEY, ELSTNER ASSOCIA

PO # 2021-253
PO # 2021-426 CHANGE ORDERS 1 & 2
CONTRACT DATE 8/28/20

CONTRACT FOR: DEER HOLLOW WHITE BARN MIDPENSULA OPEN SPACE

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	235,551.00
2. Net change by Change Orders	\$	18,711.06
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	254,262.06
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	238,849.15
5. RETAINAGE: .5%		
a. 0.05 % of Completed Work (Column D + E on G703)	\$	\$11,942.46
b. 0.05 % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column J of G703)	\$	4,948.11
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	226,906.69
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$31,865.82
8. CURRENT PAYMENT DUE	\$	94,014.04
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	27,355.37

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$18,711.06	
TOTALS	\$18,711.06	
NET CHANGES by Change Order	\$18,711.06	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: PO # 2021-253 & PO # 2021-426

APPLICATION DATE: 3/31/21

PERIOD TO: 3/31/21

ARCHITECT'S PROJECT NO: 2019.0656.0

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.01	General Conditions	\$11,000.00	\$10,600.00	\$300.00		\$10,900.00	99.09%	\$100.00	\$15.00
1.02	Mobilization/Demo	\$8,800.00	\$7,000.00	\$1,800.00		\$8,800.00	100.00%	\$0.00	\$90.00
1.03	Erosion Control/BMP's	\$660.00	\$660.00			\$660.00	100.00%	\$0.00	\$0.00
1.04	Phytophthora Containment prevention	\$660.00		\$660.00		\$660.00	100.00%	\$0.00	\$33.00
1.05	Temporary Construction Fence	\$1,650.00	\$1,650.00			\$1,650.00	100.00%	\$0.00	\$0.00
1.06	Demo	\$27,500.00	\$19,500.00	\$8,000.00		\$27,500.00	100.00%	\$0.00	\$400.00
1.07	Earthwork and Grading	\$5,000.00		\$5,000.00		\$5,000.00	100.00%	\$0.00	\$250.00
1.08	Stand Down Time allowance	\$15,000.00							\$0.00
2.01	Interior 6"concrete Slab grade 5at 12"	\$3,852.00		\$3,852.00		\$3,852.00	100.00%	\$0.00	\$192.60
2.02	Interior 6"concrete Slab grade 4 at 16"	\$3,092.00		\$3,092.00		\$3,092.00	100.00%	\$0.00	\$154.60
2.03	Concrete Ramp at entrance	\$400.00		\$400.00		\$400.00	100.00%	\$0.00	\$20.00
2.04	Interior Strip Footing	\$225.00		\$225.00		\$225.00	100.00%	\$0.00	\$11.25
2.05	Post Base	\$2,420.00	\$2,420.00			\$2,420.00	100.00%	\$0.00	\$0.00
2.06	Post Reinforcing	\$2,420.00	\$2,420.00			\$2,420.00	100.00%	\$0.00	\$0.00
2.07	Shear Wall Footing	\$6,600.00		\$6,600.00		\$6,600.00	100.00%	\$0.00	\$330.00
2.08	Wall Brace Footing and Brace connection line 1	\$436.00	\$436.00			\$436.00	100.00%	\$0.00	\$0.00
2.09	Wall Brace footing line D	\$436.00	\$436.00			\$436.00	100.00%	\$0.00	\$0.00
2.10	Wall Base Connection Line A	\$6,600.00	\$6,600.00			\$6,600.00	100.00%	\$0.00	\$0.00
2.11	Wall Base Connection Line D	\$6,600.00	\$6,600.00			\$6,600.00	100.00%	\$0.00	\$0.00
2.12	PCO 1-4 & 7	\$5,665.00		\$5,352.09		\$5,352.09	94.48%	\$312.91	\$267.60
3.01	Attic Ladder	\$440.00		\$440.00		\$440.00	100.00%	\$0.00	\$22.00
3.02	Ladder Opening Framing	\$3,850.00	\$3,850.00			\$3,850.00	100.00%	\$0.00	\$0.00
3.03	Attic Flooring and Blocking	\$6,600.00	\$6,600.00			\$6,600.00	100.00%	\$0.00	\$0.00
3.04	Attic Floor Offset	\$3,300.00	\$3,300.00			\$3,300.00	100.00%	\$0.00	\$0.00
3.05	Intil Floor Opening	\$1,760.00	\$1,760.00			\$1,760.00	100.00%	\$0.00	\$0.00
3.06	Attic Joist Repair	\$3,190.00		\$3,190.00		\$3,190.00	100.00%	\$0.00	\$159.50
3.07	Excisting Attic Knee Brace	\$10,010.00	\$10,010.00			\$10,010.00	100.00%	\$0.00	\$0.00
3.08	Post Reinforcing	\$2,970.00	\$2,970.00			\$2,970.00	100.00%	\$0.00	\$0.00
4.01	Remove and replace damage Skip Sheathing	\$3,300.00	\$3,300.00			\$3,300.00	100.00%	\$0.00	\$0.00

4.02	Facia Board	\$990.00	\$990.00		\$990.00	100.00%	\$0.00	\$0.00
4.03	Low Roof Blocking	\$3,080.00	\$3,080.00		\$3,080.00	100.00%	\$0.00	\$0.00
4.04	Low roof to High Roof Blocking	\$9,955.00	\$9,955.00		\$9,955.00	100.00%	\$0.00	\$0.00
4.05	Roof Rafter Tall Splice	\$5,170.00	\$5,170.00		\$5,170.00	100.00%	\$0.00	\$0.00
4.06	Metal Corrugated Roofing	\$8,800.00	\$8,800.00		\$8,800.00	100.00%	\$0.00	\$0.00
	CHANGE ORDER 1 & 2 PO 2021-426	\$18,711.06		\$18,711.06	\$18,711.06	100.00%	\$0.00	\$935.55
4.07	Eave and Gutter	\$6,050.00	\$6,050.00		\$6,050.00	100.00%	\$0.00	\$0.00
4.08	Low Roof to High Roof Transition	\$1,760.00	\$1,760.00		\$1,760.00	100.00%	\$0.00	\$0.00
4.09	Roof Ridge	\$1,100.00	\$1,100.00		\$1,100.00	100.00%	\$0.00	\$0.00
4.10	Roof Edge Lines A and D	\$3,190.00	\$3,190.00		\$3,190.00	100.00%	\$0.00	\$0.00
4.11	Strengthen Existing Roof Knee Brace	\$4,286.00	\$4,286.00		\$4,286.00	100.00%	\$0.00	\$0.00
4.12	Replace Missing Roof Knee Brace	\$636.00	\$636.00		\$636.00	100.00%	\$0.00	\$0.00
5.01	Abatement of Loose and Peeling Paint	\$12,375.00		\$12,375.00	\$12,375.00	100.00%	\$0.00	\$618.75
5.02	Paint Exterior Walls	\$6,050.00		\$6,050.00	\$6,050.00	100.00%	\$0.00	\$302.50
5.03	Remove and Replace Damage Sheathing	\$2,970.00		\$2,970.00	\$2,970.00	100.00%	\$0.00	\$148.50
5.04	4X4 Brace and Connections Line 1	\$1,485.00		\$1,485.00	\$1,485.00	100.00%	\$0.00	\$74.25
5.05	4X4 Brace and Connections Line A	\$743.00	\$743.00		\$743.00	100.00%	\$0.00	\$0.00
5.06	Shear Wall Line A	\$4,400.00		\$4,400.00	\$4,400.00	100.00%	\$0.00	\$220.00
5.07	4X4 Brace and Connections Line D	\$2,805.00	\$2,805.00		\$2,805.00	100.00%	\$0.00	\$0.00
5.08	Shear Wall Line D	\$4,400.00		\$4,400.00	\$4,400.00	100.00%	\$0.00	\$220.00
5.09	Downspout	\$880.00	\$880.00		\$880.00	100.00%	\$0.00	\$0.00
5.10	Splash Block	\$330.00	\$330.00		\$330.00	100.00%	\$0.00	\$0.00
6.01	Drinking Fountain Concrete Pad	\$5,700.00		\$5,700.00	\$5,700.00	100.00%	\$0.00	\$285.00
6.02	Drinking Fountain Anchoridge and connect	\$2,200.00		\$2,200.00	\$2,200.00	100.00%	\$0.00	\$110.00
6.04	Drain Line	\$1,100.00		\$1,100.00	\$1,100.00	100.00%	\$0.00	\$55.00
6.05	Connection to existing Drain Line	\$660.00		\$660.00	\$660.00	100.00%	\$0.00	\$33.00
	GRAND TOTALS	\$254,262.06	\$139,887.00	\$98,962.15	\$0.00	\$238,849.15	\$15,412.91	\$4,948.11



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Vendor ECAST Engineering Inc. Date 04/22/21

Project # MAA05-002 GL # 30-61-621-8205.06

Invoice Amount \$85,167.00 Invoice # 2020.Mid.9-10

Project Manager* Susan Weidemann Title* Property Mgmt Specialist II

Description Installation of water tank and water system for Upper La Honda Grazing.

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

** If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.*

From: [Susan Weidemann](#)
To: [Accounts Payable](#)
Cc: [Ivana Vento](#)
Subject: ECAST Engineering Inc. Invoice # N/A PO# 2021-113 Approved
Date: Monday, October 5, 2020 12:30:09 PM
Attachments: [2020-09-24 ECAST invoice.pdf](#)

Hello,

Contract # & Amt: 2021-36 \$87,667.00

PO # & Balance: 2021-113 \$87,667.00

PO Complete (Y or N) Amt to Pay: Y \$87,667.00

G/L Acct: 30-61-621-8205.10 \$2,500.00; 30-61-621-8205.06 \$85,167.00

Project #: MAA05 - 002

Batch #:

Approved By: Susan Weidemann

Description: Improve spring, install spring box, add 2,500 gallon tank in P3 and 1,000 gallon water trough (P4). Install water line to hook system up. Construct livestock fence around new tank and spring box.

Signature: *Susan Weidemann*

Please advise if there are any questions or concerns.

Thanks you!

Susan



Susan Weidemann
Land & Facilities Property Management Specialist II
Midpeninsula Regional Open Space District
330 Distel Circle Los Altos, CA 94022
Phone: (650) 625-6502
Fax: (650) 691-0485
sweidemann@openspace.org
www.openspace.org

ECAST Engineering, Inc.

INVOICE

September 24, 2020

Midpeninsula Regional Open
Space District
330 Distel Circle
Los Altos, CA 94022

Invoice # 2020.Mid.9-10
PO # 2021-113

ECAST Engineering, Inc. has completed all work on the P3 spring development, tank and trough placement and related waterline installation per contract 2021-36 dated 7/23/2020.

For breakdown information please refer to the Final Pay Request and Release of Retention document attached.

Final walk-through completed 9/10/2020 with Midpen representatives, Omar Smith and Susan Weidemann.

Please remit total amount due:

\$87,667.00

Any questions or concerns please contact Jose Cuevas at 510-833-0907.

ECAST Engineering, Inc.
1903 34th Street
Oakland, CA 94601

FINAL PAY REQUEST AND RELEASE OF RETENTION

ECAST Engineering Inc.

Project P3 Spring Improvement Lone Madrone
Owner Midpeninsula Regional Open Space District

Contract No.: _____
Purchase Order No.: 2021-113
Finance Invoice No.: _____

The Contractor, ECAST Engineering Inc. has completed work in accordance with the contract and is entitled to payment in the amount of:

\$ 87,667.00

Description of Work		Prior Request		This Request		To Date	
	\$	%	\$	%	\$	%	\$
1	Mob/Demob, Supervision, Bonds	\$ 2,814.00	100	\$ 2,814.00	0	\$ -	100 \$ 2,814.00
2	Safety/Worker Protection	\$ 500.00	100	\$ 500.00	0	\$ -	100 \$ 500.00
3	Misc. Facilities & Operations	\$ 1,154.00	100	\$ 1,154.00	0	\$ -	100 \$ 1,154.00
4	Install new spring box	\$ 9,985.00	100	\$ 9,985.00	0	\$ -	100 \$ 9,985.00
5	Above ground HDPE pipe	\$ 1,650.00	100	\$ 1,650.00	0	\$ -	100 \$ 1,650.00
6	Below ground HDPE pipe	\$ 36,450.00	100	\$ 36,450.00	0	\$ -	100 \$ 36,450.00
7	Install trough valve assemblies	\$ 6,828.00	100	\$ 6,828.00	0	\$ -	100 \$ 6,828.00
8	Install tank and gravel pad	\$ 8,045.00	100	\$ 8,045.00	0	\$ -	100 \$ 8,045.00
9	Assemblies to connect HDPE to tank	\$ 5,612.00	100	\$ 5,612.00	0	\$ -	100 \$ 5,612.00
10	Assemblies to connect HDPE to Christy box	\$ 3,230.00	100	\$ 3,230.00	0	\$ -	100 \$ 3,230.00
11	Tank and spring fencing	\$ 11,399.00	100	\$ 11,399.00	0	\$ -	100 \$ 11,399.00
SUBTOTAL		\$ 87,667.00		\$ 87,667.00		\$ -	\$ 87,667.00
TOTAL		\$ 87,667.00		\$ 87,667.00		\$ -	\$ 87,667.00

Work completed to date: \$ 87,667.00
 0% Retention: \$ -
 Total earned less retention: \$ 87,667.00
 Prior Payments: \$ -

Payment requested this date: \$ 87,667.00

ZERO RETENTION THIS REQUEST \$ -

ECAST Engineering, Inc.

Contractor - _____
 Date: 09-24-20

District Representative - _____
 Date: _____



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor Aecom Technical Services Inc. Date 02/25/21
 Project # MAA20-002 GL # 30-30-320-8202.04
 Invoice Amount \$68,580.23 Invoice # 2000466661
 Project Manager* Jane Mark* Title* Planning Manager
 Description Environmental and engineering consultant expenditures for the Highway 17
Wildlife & Regional Trail Crossings.

*original project manager Meredith Manning no longer works at District.

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Debbie Ledger

From: Meredith Manning
Sent: Tuesday, March 2, 2021 1:57 PM
To: Accounts Payable
Cc: Debbie Ledger; Warren Chan; Andrew Taylor; Julie Andersen
Subject: Submitted for processing: AECOM invoice
Attachments: 20210226_Hwy17_BudgetTracking.xlsx; 20210226_60635999_PO#2021-002_Hwy17_Crossings_Invoice_2000466661.pdf

Hello all, (plus Accounts Payable, I haven't met you yet).

I hope you are all doing swell. Please see attached AECOM's invoice for the Highway 17 project, and the info below that splits the invoice 65% to Planning and 35% to NR.

Thanks,
Meredith

(Planning)

Contract & Amount:	2020-119 \$308,000
PO#:	2021-002
PO Balance:	\$182,319.64
PO Complete (Y/N):	No
Amount to Pay:	\$68,580.23 (65%)
G/L Account:	30-30-320-8202.04
Project#:	MAA20-002
I am approving this invoice electronically: /Meredith Manning/	

(NR)

Contract & Amount:	2020-119 \$308,000
PO#:	2021-002

PO Balance:	\$182,319.64
PO Complete (Y/N):	No
Amount to Pay:	\$36,933.00 (35%)
G/L Account:	30-80-830-8202.04
Project#:	MAA20-001
I am approving this invoice electronically: Julie Andersen	



Meredith Manning
 Senior Planner
mmanning@openspace.org
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 P: (650) 691-1200 - F: (650) 691-0485



AECOM
300 Lakeside Drive
Suite 400
Oakland, CA 94612
www.aecom.com

510 893 3600 tel
510 874 3268 fax

Invoice Cover Letter

To	Meredith Manning Midpeninsula Regional Open Space District	Page	1
Subject	Invoice for Contract Number 2020-119, AECOM Project Number 60635999, Purchase Order Number 2021-002 Hwy 17 Wildlife & Regional Trail Crossing and Trail Connections Project For: October 31, 2020 through January 29, 2021		
From	Lynn McIntyre, AECOM		
Date	February 26, 2021		

Attached is invoice #2000466661 for Purchase Order # 2021-002 for the Highway 17 Wildlife & Regional Trail Crossing and Trail Connections Project between Midpeninsula Regional Open Space District (Midpen) and AECOM. This invoice includes work completed during the period of October 31, 2020 through January 29, 2021. The total invoice amount is \$105,513.23. The current total budget is \$1,394,401.00. To date, the total budget is 16.8% spent and there is \$1,159,496.16 remaining.

Tasks Performed During This Period:

Task 1 – Project Management

- Project meetings with Midpen, including core team meetings, project manager meetings, and 11/4/20 trails meeting
- Project management, administration, and coordination with Midpen
- AECOM project manager handover and related coordination
- Support of project field work preparation; preparation of Caltrans double encroachment permit (drilling rider) application and lane closure charts and responding to comments; internal discussions, meetings, and logistics to obtain approval for AECOM to sign California Highway Patrol's COZEEP contract
- Preparation for and attendance of meetings with Caltrans: Environmental Focus Meeting 11/10/20 part 1 and 11/13/20 part 2, 11/17/20 Engineering Focus Meeting, 12/16/20 PDT meeting
- Coordination for ABC topo mapping

Task 2 – Environmental Studies

- Desktop and literature reviews to support to field survey design; review of CalFire/Dudek Shaded Fuel Break Project data provided by Midpen
- Field survey preparations, including development of safety plan for environmental fieldwork, GIS viewer setup, and preparing for 2/3/21 meeting with Midpen
- Support for Midpen in seeking entry permits for environmental fieldwork

Task 3 – Environmental Documents

- Continued refinement of project description
- Assistance with WCB Grant Application and attendance of 11/12/20 meeting to discuss
- Research and coordination with Caltrans and Midpen regarding Caltrans's NEPA jurisdiction, including over trails, and associated ADA requirements
- Research and documentation about FHWA Recreational Trails Program; coordination with Caltrans, Midpen, and AECOM grants specialist regarding federal grant options

Task 4 – Public Outreach

- Caltrans partner coordination



Task 5 – Engineering Technical Studies

- Preliminary engineering design for four alternatives, including preparation of GADs and construction staging and closure plans
- Identified Design standard decision exceptions and included on GADs. Started first draft of Design Standard Decision Document (DSDD).
- Internal structures and constructability reviews; began drafting Structures Preliminary Geotechnical Report
- Utility provider outreach and coordination; design modifications to reduce utility impacts
- Related geological and geotechnical engineering background data collection, review, and approach development; development of safety plan for engineering/Geotech field work; coordination and attendance of two field visits
- Discussion of wildlife crossings with Tony Clevenger on 11/4/20 and other coordination with engineering team
- Support for Midpen in seeking entry permits for engineering fieldwork

Task 7 – Mitigation Credit Agreement

- Support for potential MCA development and coordination
- Preparation and coordination for MCA Meeting #2 with Mountain Lion and American Badger experts and MCA Group Meeting #3 on Mountain Lion and American Badger presentation to agency stakeholders

See Table 1 for a breakdown of budget status by task.

Table 1. Budget Status by Task

Task	Current Invoice	Invoiced to Date	Percent Spent	Percent Workload Complete
1 – Project Management	\$22,123.75	\$51,340.00	42.24%	18%
2 – Environmental Studies	\$6,947.50	\$24,311.25	7.84%	8.00%
3 – Environmental Documents	\$15,342.50	\$28,910.00	18.47%	11.00%
4 – Public Outreach	\$5,865.00	\$10,501.25	8.42%	8.50%
5 – Engineering Technical Studies	\$48,947.50	\$108,542.50	19.78%	20%
6 – Project Report	\$ -	\$ -	0.00%	0.00%
7 – Mitigation Credit Agreement	\$6,215.00	\$11,173.75	61.39%	62%
8 – Expenses	\$71.98	\$126.09	0.91%	N/A
Total	\$105,513.23	\$234,904.84	16.85%	9%

Project Budget Status:

Total contract amount = \$1,394,401.00

Total amount of this invoice = \$105,513.23

Total invoiced to date = \$234,904.84

Total Amount remaining = \$1,159,496.16



If you have any question or concerns, please don't hesitate to contact me at 510-874-3149 or via email at: lynn.mcintyre@aecom.com.

A handwritten signature in black ink, appearing to read "L. McIntyre".

Thank you,

Lynn McIntyre
Project Manager, AECOM



Check Payment to:
AECOM Technical Services, Inc.
An AECOM Company
1178 Paysphere Circle
Chicago, IL 60674

ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001

300 Lakeside Drive, Suite 400, Oakland, CA 94612
Tel: 510-893-3600
Fax: 510-874-3268

Federal Tax ID No. 95-2661922

ATTN : MEREDITH MANNING
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
330 DISTEL CIRCLE
LOS ALTOS, CALIFORNIA 94022
United States

Invoice Date: 26-FEB-21
Invoice Number: 2000466661

Agreement Number: 60635999
Agreement Description:

Payment Term: 60 DAYS

Contract Number 2020-119
PO # 2021-002 HWY 17 Wildlife & Regional Trail Crossing &
Trail Connections

Please reference Invoice Number and Project Number with Remittance

Project Number : 60635999
Bill Through Date : 31-OCT-20 - 29-JAN-21

Project Name : Hwy 17 Wildlife and Trail Crossings Project

Task Number : 1.0

Task Name : Project Management

Labor Bill Rate

Employee Name/Title	Title/Expenditure	Date	Hours	Bill Rate	Billed Amt
Bhoi, Abhijeet	Lead Project Engineer	06-NOV-20	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	13-NOV-20	1.00	300.00	300.00
Bhoi, Abhijeet	Lead Project Engineer	20-NOV-20	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	22-JAN-21	1.00	300.00	300.00
Couch, Shannon L	Senior Safety Officer	25-DEC-20	1.00	175.00	175.00
Ehde, Samuel (Sam)	Project Controls	27-NOV-20	1.50	120.00	180.00
Ehde, Samuel (Sam)	Project Controls	25-DEC-20	1.00	120.00	120.00
Ehde, Samuel (Sam)	Project Controls	01-JAN-21	0.50	120.00	60.00
Groff, Tierra Claire (Tierra)	Biologist	06-NOV-20	3.25	95.00	308.75
Groff, Tierra Claire (Tierra)	Biologist	13-NOV-20	1.00	95.00	95.00
Groff, Tierra Claire (Tierra)	Biologist	20-NOV-20	2.25	95.00	213.75
Groff, Tierra Claire (Tierra)	Biologist	27-NOV-20	2.75	95.00	261.25
Groff, Tierra Claire (Tierra)	Biologist	04-DEC-20	2.25	95.00	213.75
Groff, Tierra Claire (Tierra)	Biologist	11-DEC-20	0.75	95.00	71.25
Groff, Tierra Claire (Tierra)	Biologist	18-DEC-20	2.00	95.00	190.00
Groff, Tierra Claire (Tierra)	Biologist	25-DEC-20	4.50	95.00	427.50
Groff, Tierra Claire (Tierra)	Biologist	01-JAN-21	2.00	95.00	190.00
Groff, Tierra Claire (Tierra)	Biologist	08-JAN-21	2.50	95.00	237.50
Groff, Tierra Claire (Tierra)	Biologist	15-JAN-21	1.75	95.00	166.25
Groff, Tierra Claire (Tierra)	Biologist	22-JAN-21	2.00	95.00	190.00
Groff, Tierra Claire (Tierra)	Biologist	29-JAN-21	2.50	95.00	237.50
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	06-NOV-20	1.25	75.00	93.75
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	13-NOV-20	1.75	75.00	131.25
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	20-NOV-20	1.25	75.00	93.75
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	04-DEC-20	1.50	75.00	112.50
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	01-JAN-21	3.50	75.00	262.50
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	08-JAN-21	1.25	75.00	93.75
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	15-JAN-21	1.25	75.00	93.75
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	22-JAN-21	2.25	75.00	168.75
Ledesma, Brandon Kyle (Brandon)	Subcontracts Admin I	29-JAN-21	0.25	75.00	18.75
Leung, Kimberly	Project Controls	06-NOV-20	2.00	120.00	240.00
Leung, Kimberly	Project Controls	13-NOV-20	1.50	120.00	180.00
Leung, Kimberly	Project Controls	04-DEC-20	2.25	120.00	270.00
Leung, Kimberly	Project Controls	25-DEC-20	0.75	120.00	90.00
Leung, Kimberly	Project Controls	08-JAN-21	2.00	120.00	240.00
Leung, Kimberly	Project Controls	15-JAN-21	0.50	120.00	60.00
McIntyre, Lynn M	Senior Environmental Planner	18-DEC-20	2.00	190.00	380.00
McIntyre, Lynn M	Senior Environmental Planner	25-DEC-20	1.50	190.00	285.00
McIntyre, Lynn M	Senior Environmental Planner	01-JAN-21	1.00	190.00	190.00
McIntyre, Lynn M	Senior Environmental Planner	08-JAN-21	3.00	190.00	570.00
McIntyre, Lynn M	Senior Environmental Planner	15-JAN-21	3.50	190.00	665.00
McIntyre, Lynn M	Senior Environmental Planner	22-JAN-21	4.50	190.00	855.00
McIntyre, Lynn M	Senior Environmental Planner	29-JAN-21	5.50	190.00	1,045.00
Sheehan, Crystal A	Subcontracts Admin II	15-JAN-21	7.00	95.00	665.00

Labor Bill Rate

<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>
Sheehan, Crystal A	Subcontracts Admin II	22-JAN-21	1.75	95.00	166.25
Sheehan, Crystal A	Subcontracts Admin II	29-JAN-21	1.00	95.00	95.00
Tremain Davis, Kristin M (Kristin)	Project Manager	06-NOV-20	8.00	175.00	1,400.00
Tremain Davis, Kristin M (Kristin)	Project Manager	13-NOV-20	3.50	175.00	612.50
Tremain Davis, Kristin M (Kristin)	Project Manager	20-NOV-20	2.50	175.00	437.50
Tremain Davis, Kristin M (Kristin)	Project Manager	04-DEC-20	10.00	175.00	1,750.00
Tremain Davis, Kristin M (Kristin)	Project Manager	11-DEC-20	5.00	175.00	875.00
Tremain Davis, Kristin M (Kristin)	Project Manager	18-DEC-20	2.50	175.00	437.50
Tremain Davis, Kristin M (Kristin)	Project Manager	25-DEC-20	4.00	175.00	700.00
Tremain Davis, Kristin M (Kristin)	Project Manager	08-JAN-21	7.25	175.00	1,268.75
Tremain Davis, Kristin M (Kristin)	Project Manager	15-JAN-21	4.00	175.00	700.00
Unger, Petra E	Project Director	29-JAN-21	2.00	240.00	480.00

Total Labor Bill Rate**142.25****20,863.75****SubConsultant**

<u>Expenditure Type</u>	<u>Employee/Vendor Name</u>	<u>Date</u>	<u>Inv Number</u>	<u>Raw Cost</u>	<u>Multiplier</u>	<u>Billed Amt</u>
Professional Services	Anthony P Clevenger, PhD	05-FEB-21	21003	1,260.00	1.0000	1,260.00

Total SubConsultant**1,260.00****1,260.00****Task Total : Project Management****22,123.75****Task Number : 2.0****Task Name : Envir. Studies****Labor Bill Rate**

<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>
Groff, Tierra Claire (Tierra)	Biologist	13-NOV-20	6.50	95.00	617.50
Groff, Tierra Claire (Tierra)	Biologist	20-NOV-20	1.25	95.00	118.75
Groff, Tierra Claire (Tierra)	Biologist	27-NOV-20	3.50	95.00	332.50
Groff, Tierra Claire (Tierra)	Biologist	04-DEC-20	0.50	95.00	47.50
Groff, Tierra Claire (Tierra)	Biologist	11-DEC-20	0.25	95.00	23.75
Groff, Tierra Claire (Tierra)	Biologist	01-JAN-21	1.00	95.00	95.00
Groff, Tierra Claire (Tierra)	Biologist	15-JAN-21	0.50	95.00	47.50
Groff, Tierra Claire (Tierra)	Biologist	29-JAN-21	3.00	95.00	285.00
Remar, Alexander C	Senior GIS	29-JAN-21	5.50	130.00	715.00
Shatford, Sally Mae (Sally)	GIS/CADD/Graphics	13-NOV-20	2.00	110.00	220.00
Shatford, Sally Mae (Sally)	GIS/CADD/Graphics	29-JAN-21	0.50	110.00	55.00
Slakey, Daniel Joseph (Danny)	Biologist II	15-JAN-21	3.75	110.00	412.50
Tharaldson, Tayler (Tayler)	Environmental Professional III	08-JAN-21	1.00	100.00	100.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	22-JAN-21	3.00	100.00	300.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	29-JAN-21	1.00	100.00	100.00
Tremain Davis, Kristin M (Kristin)	Project Manager	06-NOV-20	2.00	175.00	350.00
Tremain Davis, Kristin M (Kristin)	Project Manager	13-NOV-20	4.50	175.00	787.50
Unger, Petra E	Project Director	06-NOV-20	1.00	240.00	240.00
Unger, Petra E	Project Director	13-NOV-20	1.75	240.00	420.00

Total Labor Bill Rate**42.50****5,267.50****SubConsultant**

<u>Expenditure Type</u>	<u>Employee/Vendor Name</u>	<u>Date</u>	<u>Inv Number</u>	<u>Raw Cost</u>	<u>Multiplier</u>	<u>Billed Amt</u>
Professional Services	Anthony P Clevenger, PhD	05-FEB-21	21003	1,680.00	1.0000	1,680.00

Total SubConsultant**1,680.00****1,680.00****Task Total : Envir. Studies****6,947.50****Task Number : 3.0****Task Name : Environmental Docs****Labor Bill Rate**

<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>
Farazmand, Broden (Broden)	Environmental Professional II	20-NOV-20	2.00	95.00	190.00
Farazmand, Broden (Broden)	Environmental Professional II	27-NOV-20	6.00	95.00	570.00
Farazmand, Broden (Broden)	Environmental Professional II	04-DEC-20	17.00	95.00	1,615.00
Farazmand, Broden (Broden)	Environmental Professional II	11-DEC-20	8.00	95.00	760.00
Farazmand, Broden (Broden)	Environmental Professional II	18-DEC-20	4.00	95.00	380.00
Farazmand, Broden (Broden)	Environmental Professional II	25-DEC-20	6.00	95.00	570.00
Farazmand, Broden (Broden)	Environmental Professional II	15-JAN-21	8.00	95.00	760.00
McIntyre, Lynn M	Senior Environmental Planner	06-NOV-20	4.00	190.00	760.00
McIntyre, Lynn M	Senior Environmental Planner	13-NOV-20	21.00	190.00	3,990.00
McIntyre, Lynn M	Senior Environmental Planner	20-NOV-20	4.00	190.00	760.00
McIntyre, Lynn M	Senior Environmental Planner	27-NOV-20	1.00	190.00	190.00
McIntyre, Lynn M	Senior Environmental Planner	04-DEC-20	1.50	190.00	285.00
McIntyre, Lynn M	Senior Environmental Planner	11-DEC-20	3.25	190.00	617.50
McIntyre, Lynn M	Senior Environmental Planner	18-DEC-20	1.00	190.00	190.00

Labor Bill Rate						
<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>	
McIntyre, Lynn M	Senior Environmental Planner	01-JAN-21	6.00	190.00	1,140.00	
McIntyre, Lynn M	Senior Environmental Planner	08-JAN-21	8.00	190.00	1,520.00	
McIntyre, Lynn M	Senior Environmental Planner	15-JAN-21	4.50	190.00	855.00	
McIntyre, Lynn M	Senior Environmental Planner	29-JAN-21	1.00	190.00	190.00	
Total Labor Bill Rate			106.25		15,342.50	
Task Total : Environmental Docs					15,342.50	

Task Number : 4.0

Task Name : Public Outreach

Labor Bill Rate						
<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>	
Bhoi, Abhijeet	Lead Project Enginee	04-DEC-20	1.00	300.00	300.00	
Bhoi, Abhijeet	Lead Project Enginee	11-DEC-20	1.00	300.00	300.00	
Bhoi, Abhijeet	Lead Project Enginee	18-DEC-20	2.00	300.00	600.00	
Bhoi, Abhijeet	Lead Project Enginee	08-JAN-21	1.00	300.00	300.00	
Bhoi, Abhijeet	Lead Project Enginee	15-JAN-21	2.00	300.00	600.00	
Bhoi, Abhijeet	Lead Project Enginee	22-JAN-21	1.00	300.00	300.00	
Edwards, Diana (Diana)	Biologist III	18-DEC-20	1.25	125.00	156.25	
Edwards, Diana (Diana)	Biologist III	29-JAN-21	0.50	125.00	62.50	
Groff, Tierra Claire (Tierra)	Biologist	20-NOV-20	1.00	95.00	95.00	
Groff, Tierra Claire (Tierra)	Biologist	18-DEC-20	1.25	95.00	118.75	
Tremain Davis, Kristin M (Kristin)	Project Manager	20-NOV-20	3.50	175.00	612.50	
Tremain Davis, Kristin M (Kristin)	Project Manager	18-DEC-20	2.00	175.00	350.00	
Unger, Petra E	Project Director	20-NOV-20	1.50	240.00	360.00	
Unger, Petra E	Project Director	11-DEC-20	0.50	240.00	120.00	
Unger, Petra E	Project Director	08-JAN-21	1.00	240.00	240.00	
Unger, Petra E	Project Director	15-JAN-21	1.25	240.00	300.00	
Total Labor Bill Rate			21.75		4,815.00	
SubConsultant						
<u>Expenditure Type</u>	<u>Employee/Vendor Name</u>	<u>Date</u>	<u>Inv Number</u>	<u>Raw Cost</u>	<u>Multiplier</u>	<u>Billed Amt</u>
Professional Services	Anthony P Clevenger, PhD	05-FEB-21	21003	1,050.00	1.0000	1,050.00
Total SubConsultant				1,050.00		1,050.00
Task Total : Public Outreach						5,865.00

Task Number : 5.0

Task Name : Eng. Tech Studies

Labor Bill Rate						
<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>	
Bhoi, Abhijeet	Lead Project Enginee	06-NOV-20	3.00	300.00	900.00	
Bhoi, Abhijeet	Lead Project Enginee	13-NOV-20	3.00	300.00	900.00	
Bhoi, Abhijeet	Lead Project Enginee	20-NOV-20	2.00	300.00	600.00	
Bhoi, Abhijeet	Lead Project Enginee	27-NOV-20	3.00	300.00	900.00	
Bhoi, Abhijeet	Lead Project Enginee	04-DEC-20	4.00	300.00	1,200.00	
Bhoi, Abhijeet	Lead Project Enginee	11-DEC-20	5.00	300.00	1,500.00	
Bhoi, Abhijeet	Lead Project Enginee	18-DEC-20	5.00	300.00	1,500.00	
Bhoi, Abhijeet	Lead Project Enginee	25-DEC-20	4.00	300.00	1,200.00	
Bhoi, Abhijeet	Lead Project Enginee	01-JAN-21	1.00	300.00	300.00	
Bhoi, Abhijeet	Lead Project Enginee	08-JAN-21	5.00	300.00	1,500.00	
Bhoi, Abhijeet	Lead Project Enginee	15-JAN-21	4.00	300.00	1,200.00	
Bhoi, Abhijeet	Lead Project Enginee	22-JAN-21	5.00	300.00	1,500.00	
Bhoi, Abhijeet	Lead Project Enginee	29-JAN-21	5.00	300.00	1,500.00	
Boddie, Paul J	Technical Lead Verifier	13-NOV-20	0.50	255.00	127.50	
Couch, Shannon L	Senior Safety Officer	15-JAN-21	2.00	175.00	350.00	
Couch, Shannon L	Senior Safety Officer	22-JAN-21	1.00	175.00	175.00	
Couch, Shannon L	Senior Safety Officer	29-JAN-21	2.00	175.00	350.00	
Glapa, Carol A	Project Controls	15-JAN-21	0.50	120.00	60.00	
Groff, Tierra Claire (Tierra)	Biologist	06-NOV-20	1.00	95.00	95.00	
Groff, Tierra Claire (Tierra)	Biologist	13-NOV-20	1.75	95.00	166.25	
Groff, Tierra Claire (Tierra)	Biologist	20-NOV-20	2.25	95.00	213.75	
Groff, Tierra Claire (Tierra)	Biologist	04-DEC-20	0.50	95.00	47.50	
Groff, Tierra Claire (Tierra)	Biologist	11-DEC-20	0.75	95.00	71.25	
Haines, Ryan	GIS	06-NOV-20	3.25	110.00	357.50	
Haines, Ryan	GIS	13-NOV-20	2.50	110.00	275.00	
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	06-NOV-20	3.00	240.00	720.00	
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	13-NOV-20	1.00	240.00	240.00	
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	20-NOV-20	2.00	240.00	480.00	
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	04-DEC-20	1.00	240.00	240.00	
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	18-DEC-20	1.00	240.00	240.00	
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	01-JAN-21	0.50	240.00	120.00	

Labor Bill Rate

<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	15-JAN-21	0.50	240.00	120.00
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	22-JAN-21	0.50	240.00	120.00
Janowski, Sheri	Senior Geologist	25-DEC-20	9.50	165.00	1,567.50
Janowski, Sheri	Senior Geologist	29-JAN-21	0.25	165.00	41.25
Kazmi, Syed M	Engineering Project Director	13-NOV-20	3.00	325.00	975.00
Kazmi, Syed M	Engineering Project Director	20-NOV-20	2.00	325.00	650.00
Kim, Sang	Senior Engineer V	06-NOV-20	3.00	235.00	705.00
Kim, Sang	Senior Engineer V	13-NOV-20	4.00	235.00	940.00
Kim, Sang	Senior Engineer V	20-NOV-20	2.00	235.00	470.00
Kim, Sang	Senior Engineer V	27-NOV-20	8.00	235.00	1,880.00
Kim, Sang	Senior Engineer V	04-DEC-20	6.00	235.00	1,410.00
Kim, Sang	Senior Engineer V	11-DEC-20	3.00	235.00	705.00
Kim, Sang	Senior Engineer V	18-DEC-20	2.00	235.00	470.00
Kim, Sang	Senior Engineer V	25-DEC-20	2.00	235.00	470.00
Kim, Sang	Senior Engineer V	01-JAN-21	1.00	235.00	235.00
Kim, Sang	Senior Engineer V	08-JAN-21	2.00	235.00	470.00
Kim, Sang	Senior Engineer V	15-JAN-21	1.00	235.00	235.00
Kim, Sang	Senior Engineer V	22-JAN-21	1.00	235.00	235.00
Korpu, Swathi	Senior Engineer IV	18-DEC-20	8.00	215.00	1,720.00
Korpu, Swathi	Senior Engineer IV	08-JAN-21	1.00	215.00	215.00
Lee, Keith H	Senior Engineer IV	20-NOV-20	10.25	180.00	1,845.00
Lee, Keith H	Senior Engineer IV	27-NOV-20	1.75	180.00	315.00
Lee, Keith H	Senior Engineer IV	04-DEC-20	0.50	180.00	90.00
McIntyre, Lynn M	Senior Environmental Planner	13-NOV-20	0.75	190.00	142.50
McIntyre, Lynn M	Senior Environmental Planner	20-NOV-20	1.50	190.00	285.00
McIntyre, Lynn M	Senior Environmental Planner	18-DEC-20	1.00	190.00	190.00
Moore, Anne-Marie	Geotechnical Project Engineer	06-NOV-20	0.50	190.00	95.00
Moore, Anne-Marie	Geotechnical Project Engineer	13-NOV-20	2.00	190.00	380.00
Moore, Anne-Marie	Geotechnical Project Engineer	20-NOV-20	1.50	190.00	285.00
Moore, Anne-Marie	Geotechnical Project Engineer	11-DEC-20	0.50	190.00	95.00
Moore, Anne-Marie	Geotechnical Project Engineer	18-DEC-20	1.00	190.00	190.00
Moore, Anne-Marie	Geotechnical Project Engineer	01-JAN-21	1.00	190.00	190.00
Moore, Anne-Marie	Geotechnical Project Engineer	08-JAN-21	0.50	190.00	95.00
Moore, Anne-Marie	Geotechnical Project Engineer	15-JAN-21	1.00	190.00	190.00
Moore, Anne-Marie	Geotechnical Project Engineer	22-JAN-21	1.00	190.00	190.00
Moore, Anne-Marie	Geotechnical Project Engineer	29-JAN-21	0.50	190.00	95.00
Rogers, Marianne Elizabeth (Mariann)	Environmental Professional I	27-NOV-20	2.75	80.00	220.00
Rogers, Marianne Elizabeth (Mariann)	Environmental Professional I	11-DEC-20	1.75	80.00	140.00
Shah, Shruti	Engineer II	08-JAN-21	6.00	150.00	900.00
Shah, Shruti	Engineer II	15-JAN-21	3.00	150.00	450.00
Simpson, David T	Lead Engineering Geologis	13-NOV-20	1.00	240.00	240.00
Simpson, David T	Lead Engineering Geologis	18-DEC-20	2.50	240.00	600.00
Simpson, David T	Lead Engineering Geologis	25-DEC-20	8.00	240.00	1,920.00
Simpson, David T	Lead Engineering Geologis	08-JAN-21	1.00	240.00	240.00
Simpson, David T	Lead Engineering Geologis	15-JAN-21	0.50	240.00	120.00
Simpson, David T	Lead Engineering Geologis	29-JAN-21	1.00	240.00	240.00
Sun, Tianhua (Josh)	Staff Engineer II	27-NOV-20	16.00	135.00	2,160.00
Sun, Tianhua (Josh)	Staff Engineer II	04-DEC-20	8.00	135.00	1,080.00
Sun, Tianhua (Josh)	Staff Engineer II	11-DEC-20	8.00	135.00	1,080.00
Tremain Davis, Kristin M (Kristin)	Project Manager	06-NOV-20	3.00	175.00	525.00
Tremain Davis, Kristin M (Kristin)	Project Manager	13-NOV-20	2.50	175.00	437.50

Total Labor Bill Rate **225.50** **47,687.50**

Reimbursable

<u>Expenditure Type</u>	<u>Employee/Vendor Name</u>	<u>Date</u>	<u>Inv Number</u>	<u>Raw Cost</u>	<u>Multiplier</u>	<u>Billed Amt</u>
Car Rental	Simpson, David T	22-DEC-20	EXP7659681	7.00	1.0000	7.00
Mileage	Janowski, Sheri	21-DEC-20	EXP7652718	64.98	1.0000	64.98

Total Reimbursable **71.98** **71.98**

SubConsultant

<u>Expenditure Type</u>	<u>Employee/Vendor Name</u>	<u>Date</u>	<u>Inv Number</u>	<u>Raw Cost</u>	<u>Multiplier</u>	<u>Billed Amt</u>
Professional Services	Anthony P Clevenger, PhD	05-FEB-21	21003	1,260.00	1.0000	1,260.00

Total SubConsultant **1,260.00** **1,260.00**

Task Total : Eng. Tech Studies **49,019.48**

Task Number : 7.0

Task Name : Mitigation Credit

Labor Bill Rate

<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>
Edwards, Diana (Diana)	Biologist III	13-NOV-20	0.50	125.00	62.50
Edwards, Diana (Diana)	Biologist III	20-NOV-20	1.50	125.00	187.50
Edwards, Diana (Diana)	Biologist III	27-NOV-20	1.00	125.00	125.00

Labor Bill Rate

<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Bill Rate</u>	<u>Billed Amt</u>
Edwards, Diana (Diana)	Biologist III	04-DEC-20	2.50	125.00	312.50
Edwards, Diana (Diana)	Biologist III	11-DEC-20	4.25	125.00	531.25
Edwards, Diana (Diana)	Biologist III	18-DEC-20	4.00	125.00	500.00
Edwards, Diana (Diana)	Biologist III	25-DEC-20	1.00	125.00	125.00
Edwards, Diana (Diana)	Biologist III	08-JAN-21	2.00	125.00	250.00
Edwards, Diana (Diana)	Biologist III	15-JAN-21	2.50	125.00	312.50
Edwards, Diana (Diana)	Biologist III	22-JAN-21	6.00	125.00	750.00
Edwards, Diana (Diana)	Biologist III	29-JAN-21	3.00	125.00	375.00
Groff, Tierra Claire (Tierra)	Biologist	06-NOV-20	1.00	95.00	95.00
Groff, Tierra Claire (Tierra)	Biologist	18-DEC-20	3.50	95.00	332.50
Groff, Tierra Claire (Tierra)	Biologist	15-JAN-21	1.00	95.00	95.00
Groff, Tierra Claire (Tierra)	Biologist	22-JAN-21	2.50	95.00	237.50
Groff, Tierra Claire (Tierra)	Biologist	29-JAN-21	0.75	95.00	71.25
McIntyre, Lynn M	Senior Environmental Planner	27-NOV-20	1.00	190.00	190.00
Tremain Davis, Kristin M (Kristin)	Project Manager	13-NOV-20	0.50	175.00	87.50
Tremain Davis, Kristin M (Kristin)	Project Manager	20-NOV-20	2.50	175.00	437.50
Tremain Davis, Kristin M (Kristin)	Project Manager	04-DEC-20	3.00	175.00	525.00
Tremain Davis, Kristin M (Kristin)	Project Manager	11-DEC-20	1.50	175.00	262.50
Tremain Davis, Kristin M (Kristin)	Project Manager	18-DEC-20	1.00	175.00	175.00
Tremain Davis, Kristin M (Kristin)	Project Manager	08-JAN-21	1.00	175.00	175.00
Total Labor Bill Rate			47.50		6,215.00
Task Total : Mitigation Credit					6,215.00

Project Total : Hwy 17 Wildlife and Trail Crossings Project **105,513.23**

Invoice Summaries

Total Current Amount :	105,513.23
Retention Amount :	0.00
Pre-Tax Amount :	105,513.23
Tax Amount :	0.00
Total Invoice Amount :	105,513.23

Billing Summaries

<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Limit</u>	<u>Remain</u>
Billings	105,513.23	129,391.61	234,904.84	1,381,061.35	1,146,156.51
Tax	0.00	0.00	0.00		
Billing Total :	105,513.23	129,391.61	234,904.84		

Anthony P Clevenger, PhD
 138 Birch Avenue
 Harvie Heights, AB T1W 2W2 CANADA
 Tel: 403 688 1138; E: apclevenger@gmail.com

February 16, 2021
 Invoice No. 21-003

To:
 AECOM
 300 Lakeside Drive, Suite 400
 Oakland, CA 94612 USA

Hwy 17 Wildlife & Trail Crossings Project

Oracle PO Number: 128998

AECOM Proj No. 60635999

AECOM PO No. 128998

AECOM Proj Contact:

Lynn McIntyre, Proj Mgr, 1-510-874 3140, lynn.mcintyre@aecom.com

INVOICE

Period consulting work was completed: 1 November 2020 to 31 January 2021
 Work conducted:

Description	PO Line no.	Hours	Rate	Total
Background review of project information and docs	3, 5	8	210.00	1,680.00
Wildlife crossing design support	15	6	210.00	1,260.00
Partner coordination & meetings	12	5	210.00	1,050.00
Project management	1	6	210.00	1,260.00
		25		5,250.00

Labor: 25 hours @ \$US 210/hr = \$5250.00

TOTAL AMOUNT DUE \$US 5250.00

Sincerely,



Anthony P Clevenger



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor Hammer Fences Date 08/11/20

Project # MAA03-003 GL # 30-61-621-8205.10

Invoice Amount \$43,687.50 Invoice # 4002

Project Manager* Susan Weidemann Title* Property Mgmt Specialist II

Description Construction expenditures for the Purisima Creek Redwoods fencing project.

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

From: [Susan Weidemann](#)
To: [Accounts Payable](#)
Cc: [Adriana Headley](#); [Ivana Vento](#); [Omar Smith](#)
Subject: Hammer Fences PO# 2021-117 Approved
Date: Monday, August 10, 2020 2:09:53 PM
Attachments: [Hammer Fences materials Invoice.docx](#)

Invoice approved for payment for Hammer Fences. Working on the Purisima Creek Redwoods Fence Construction project. This project was to have been completed in FY 2019-20 but the shelter in place order pushed the project back. We had instructed the contractor to purchase materials as we had hoped to get as much as possible paid from the 2019-20 FY as it was budgeted. The contract was delayed obtaining signatures and nothing was processed in FY 2019-20. The contractor had purchased the materials nearly 2 months ago and it has been difficult for their cash flow to be out this money while they awaited the contract.

Contract # & Amt: 2021-38 \$ 87,375.00

PO # & Balance: 2021-117 \$ 87,375.00

PO Complete (Y or N) Amt to Pay: N \$43,687.50

G/L Acct: 30-61-621-8205.10

Project #: MAA03-003

Batch #:

Approved By: Susan Weidemann

Description: Fencing materials purchased for the Purisima Creek Redwoods Fencing project (Bluebrush Boundary fence) Project has begun and materials are being utilized.

Signature: *Susan Weidemann*

Please contact me with any questions or concerns. Thank you!

Susan



Susan Weidemann
Land & Facilities Property Management Specialist II
Midpeninsula Regional Open Space District
330 Distel Circle Los Altos, CA 94022
Phone: (650) 691-1200
Fax: (650) 691-0485
sweidemann@openspace.org
www.openspace.org

Hammer Fences
21693 S. Lammers Road
Tracy, CA 95376

INVOICE

Invoice # 4002
June 13, 2020

TO: Midpeninsula Regional Open
Space District
330 Distel Circle
Los Altos, CA 94022

Midpen PO# 2021-117

ATTN: Susan Weidemann

DescriptionAmount

Materials purchased for Bluebrush Boundary Fence
project including:

Galvanized corner posts
Galvanized posts for leg braces
Galvanized 4-point barbed wire

Total

\$ 43,867.50

Make all checks payable to Hammer Fences
Payment is due upon receipt
If you have any questions concerning this invoice contact
Jennifer Hammerstrom at (209) 321-0509 or hammerfenceb@gmail.com

THANK YOU FOR YOUR BUSINESS!



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor	<u>Ascent Environmental Inc.</u>	Date	<u>04/22/21</u>
Project #	<u>MAA05-009</u>	GL #	<u>30-35-325-8202.02</u>
Invoice Amount	<u>\$11,461.25</u>	Invoice #	<u>20200135.01-1</u>
Project Manager*	<u>Aaron Peth/Paul Kvam</u>	Title*	<u>Planner III/Capital Project Mgr III</u>
Description	<u>EIR/Biological/Cultural Resource consulting services for White Barn</u>		
	<u>Stabilization and Redwood Cabin Demolition projects.</u>		
	<u> </u>		
	<u> </u>		
	<u> </u>		

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Debbie Ledger

From: Aaron Peth
Sent: Tuesday, March 23, 2021 10:11 AM
To: Accounts Payable; Debbie Ledger; Warren Chan; Andrew Taylor
Cc: Alex Casbara; Melissa Borgesi; Arianna Nuri
Subject: FW: Invoice Submittal For Project 20200135.01
Attachments: Project 20200135.01 Package 0000001 2021-03-18 16-11-33 (002).pdf

Hi All,

Please find the attached invoice for processing.

White Barn:

Contract & Amount:	2021-086 \$238,184.00
PO#:	2021-371
PO Balance:	\$66,910.00
PO Complete (Y/N):	No
Amount to Pay:	\$4,782.38
G/L Account:	30-35-325-8202.02
Project#:	MAA05-008
I am approving this invoice electronically: AP	

Redwood Cabin:

Contract & Amount:	2021-086 \$238,184.00
PO#:	2021-371
PO Balance:	\$66,910.00
PO Complete (Y/N):	No
Amount to Pay:	\$11,461.25
G/L Account:	30-35-325-8202.02
Project#:	MAA05-009

I am approving this invoice electronically: AC

Thanks!

Aaron

From: Paul Kvam <pkvam@openspace.org>
Sent: Tuesday, March 23, 2021 9:50 AM
To: Aaron Peth <apeth@openspace.org>; Alex Casbara <acasbara@openspace.org>
Cc: Arianna Nuri <anuri@openspace.org>; Melissa Borgesi <mborgesi@openspace.org>
Subject: RE: Invoice Submittal For Project 20200135.01

Aaron (and Alex)-

This invoice is approved by E&C. Can you please forward to accounting for processing?
 Thanks for pushing this through!



Paul Kvam, P.E.
 Capital Project Manager III
 Engineering and Construction
pkvam@openspace.org
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 P: 650.772.3633 - F: 650.691.0485

From: Aaron Peth <apeth@openspace.org>
Sent: Monday, March 22, 2021 2:01 PM
To: Alex Casbara <acasbara@openspace.org>; Paul Kvam <pkvam@openspace.org>
Cc: Arianna Nuri <anuri@openspace.org>; Melissa Borgesi <mborgesi@openspace.org>
Subject: RE: Invoice Submittal For Project 20200135.01

Thanks, Alex!

Paul – once you can approve on E&C's side we are good to send to accounts payable.

Aaron

From: Alex Casbara <acasbara@openspace.org>
Sent: Monday, March 22, 2021 9:30 AM
To: Aaron Peth <apeth@openspace.org>; Paul Kvam <pkvam@openspace.org>
Cc: Arianna Nuri <anuri@openspace.org>; Melissa Borgesi <mborgesi@openspace.org>
Subject: RE: Invoice Submittal For Project 20200135.01

Hi Aaron,

Thank you for organizing. I've added my signature to RWC. Let me know if you need anything else from me to initiate invoice processing.

Alex Casbara

Planner III

acasbara@openspace.org

Midpeninsula Regional Open Space District

330 Distel Circle, Los Altos, CA 94022

P: 650.625.6593 | F: 650.691.0485

www.openspace.org | twitter: [@mrosc](https://twitter.com/mrosc)

From: Aaron Peth <apeth@openspace.org>

Sent: Monday, March 22, 2021 8:32 AM

To: Alex Casbara <acasbara@openspace.org>; Paul Kvam <pkvam@openspace.org>

Cc: Arianna Nuri <anuri@openspace.org>; Melissa Borgesi <mborgesi@openspace.org>

Subject: FW: Invoice Submittal For Project 20200135.01

Hi Alex and Paul,

I have reviewed and approved this invoice for the White Barn portion of the CEQA work. Please review and sign off and then send over to accounts payable. While the projects are on the same PO, Contract, and GL, they have different MAA project numbers to charge hence the two stamps.

White Barn:

Contract & Amount:	2021-086 \$238,184.00
PO#:	2021-371
PO Balance:	\$66,910.00
PO Complete (Y/N):	No
Amount to Pay:	\$4782.38
G/L Account:	30-35-325-8202.02
Project#:	MAA05-008
I am approving this invoice electronically: AP/	

Redwood Cabin:

Contract & Amount:	2021-086 \$238,184.00
PO#:	2021-371
PO Balance:	\$66,910.00
PO Complete (Y/N):	No
Amount to Pay:	\$11,461.25

G/L Account:	30-35-325-8202.02
Project#:	MAA05-009
I am approving this invoice electronically: AC	

Thanks!

Aaron

From: Lisa Bradford <Lisa.Bradford@ascentenvironmental.com>
 Sent: Thursday, March 18, 2021 4:27 PM
 To: Aaron Peth <apeth@openspace.org>
 Cc: Alex Casbara <acasbara@openspace.org>; Alta Cunningham <Alta.Cunningham@ascentenvironmental.com>
 Subject: Invoice Submittal For Project 20200135.01

EXTERNAL

Good Evening,

Re: Invoice 20200135.01-1 for the Period of Start through February 28, 2021

In this email you will find the current invoice and other supporting documentation (if required) for Project 20200135.01 (PO No. 2021-371)

If you have any questions or if this email should be directed to anyone else please let us know by responding to this email.

Sincerely,

Lisa Bradford

Sr. Project Accountant

D 916.842.3166

E Lisa.Bradford@AscentEnvironmental.com



Ascent Environmental, Inc.
 455 Capitol Mall, Suite 300
 Sacramento, CA 95814
 O 916.444.7301



Invoice

Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, CA 95814
916-444-7301
www.ascentenvironmental.com



Aaron Peth
 Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022

March 18, 2021
 Invoice No: 20200135.01 - 1

Project 20200135.01 Midpen - White Barn Stabilization & Redwood Cabin Demolition
 Re: Purchase Order No. 2021-371 / Board Report No. R-20-127

Professional Services from Start to February 28, 2021

Phase 001 Redwood Cabin Demolition

Task 001 RC-1: Project Initiation

Professional Personnel

	Hours	Rate	Amount	
Principal				
Parker, Michael	2.25	240.00	540.00	
PM/Cultural Resource Specialist				
Cunningham, Alta	8.00	150.00	1,200.00	
Biologist				
Thayer, Ted	6.50	145.00	942.50	
Assistant Project Manager				
Burrowes, Kirsten	4.00	125.00	500.00	
Admin				
Hengl, Tasha	.50	125.00	62.50	
Totals	21.25		3,245.00	
Total Labor				3,245.00

Billing Limits

	Current	Prior	To-Date
Total Billings	3,245.00	0.00	3,245.00
Limit			3,830.00
Remaining			585.00

Total this Task \$3,245.00

Task 002 RC-2: Project Kickoff and Site Tour

Professional Personnel

	Hours	Rate	Amount	
Principal				
Parker, Michael	5.00	240.00	1,200.00	
PM/Cultural Resource Specialist				
Cunningham, Alta	6.00	150.00	900.00	
Biologist				
Thayer, Ted	2.50	145.00	362.50	
Assistant Project Manager				
Burrowes, Kirsten	3.75	125.00	468.75	
Totals	17.25		2,931.25	
Total Labor				2,931.25

Project	20200135.01	Midpen - White Barn & Redwood Cabin	Invoice	1
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Billing Limits	Current	Prior	To-Date
Total Billings	2,931.25	0.00	2,931.25
Limit			2,980.00
Remaining			48.75
Total this Task			\$2,931.25

Task	003	RC-3: Scoping
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Professional Personnel

	Hours	Rate	Amount
Principal			
Parker, Michael	1.50	240.00	360.00
PM/Cultural Resource Specialist			
Cunningham, Alta	4.50	150.00	675.00
Graphics/GIS			
Merry, Lisa	.25	135.00	33.75
Assistant Project Manager			
Burrowes, Kirsten	15.00	125.00	1,875.00
Totals	21.25		2,943.75
Total Labor			2,943.75

Billing Limits	Current	Prior	To-Date
Total Billings	2,943.75	0.00	2,943.75
Limit			32,980.00
Remaining			30,036.25
Total this Task			\$2,943.75

Task	004	RC-4: Project Description
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Professional Personnel

	Hours	Rate	Amount
Graphics/GIS			
Merry, Lisa	1.25	135.00	168.75
Totals	1.25		168.75
Total Labor			168.75

Billing Limits	Current	Prior	To-Date
Total Billings	168.75	0.00	168.75
Limit			10,495.00
Remaining			10,326.25
Total this Task			\$168.75

Task	005	RC-5: Administrative Draft Focused EIR
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Professional Personnel

	Hours	Rate	Amount
Biologist			
Thayer, Ted	6.50	145.00	942.50
Totals	6.50		942.50
Total Labor			942.50

Project	20200135.01	Midpen - White Barn & Redwood Cabin	Invoice	1
Billing Limits				
		Current	Prior	To-Date
Total Billings		942.50	0.00	942.50
Limit				32,400.00
Remaining				31,457.50
Total this Task				\$942.50

Task	006	RC-6: Screencheck and Public Draft Focused EIR		
Billing Limits				
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				21,090.00
Remaining				21,090.00
Total this Task				0.00

Task	007	RC-7: Response to Public Comments & Final EIR		
Billing Limits				
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				11,220.00
Remaining				11,220.00
Total this Task				0.00

Task	008	RC-8: Project Decision		
Billing Limits				
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				5,190.00
Remaining				5,190.00
Total this Task				0.00

Task	009	RC-9: Project Management		
Professional Personnel				
		Hours	Rate	Amount
Principal				
Parker, Michael		2.00	240.00	480.00
PM/Cultural Resource Specialist				
Cunningham, Alta		5.00	150.00	750.00
Totals		7.00		1,230.00
Total Labor				1,230.00
Billing Limits				
		Current	Prior	To-Date
Total Billings		1,230.00	0.00	1,230.00
Limit				15,920.00
Remaining				14,690.00
Total this Task				\$1,230.00

Task	999	Reimbursable Expenses		
Billing Limits				
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				1,143.00
Remaining				1,143.00

Project	20200135.01	Midpen - White Barn & Redwood Cabin	Invoice	1
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Total this Task 0.00

Task SUB Subconsultant - Page & Turnbull

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			10,631.00
Remaining			10,631.00

Total this Task 0.00

Total this Phase \$11,461.25

Phase 002 White Barn Structural Rehabilitation Project

Task 001 WB-1: Project Initiation

Professional Personnel

	Hours	Rate	Amount
Principal			
Parker, Michael	5.75	240.00	1,380.00
PM/Cultural Resource Specialist			
Cunningham, Alta	7.00	150.00	1,050.00
Biologist			
Thayer, Ted	3.50	145.00	507.50
Assistant Project Manager			
Burrowes, Kirsten	.75	125.00	93.75
Totals	17.00		3,031.25

Total Labor 3,031.25

Billing Limits	Current	Prior	To-Date
Total Billings	3,031.25	0.00	3,031.25
Limit			4,720.00
Remaining			1,688.75

Total this Task \$3,031.25

Task 002 WB-2: Project Description

Professional Personnel

	Hours	Rate	Amount
Graphics/GIS			
Merry, Lisa	.50	135.00	67.50
Assistant Project Manager			
Burrowes, Kirsten	11.00	125.00	1,375.00
Totals	11.50		1,442.50

Total Labor 1,442.50

Billing Limits	Current	Prior	To-Date
Total Billings	1,442.50	0.00	1,442.50
Limit			4,490.00
Remaining			3,047.50

Total this Task \$1,442.50

Task 003 WB-3: Admin Draft Initial Study/Mitigated Negative Declaration

Project	20200135.01	Midpen - White Barn & Redwood Cabin	Invoice	1
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Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				16,050.00
Remaining				16,050.00
Total this Task				0.00

Task 004 WB-4: Screencheck & Public Draft Initial Study/Mitigated Negative Declaration

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				71,060.00
Remaining				71,060.00
Total this Task				0.00

Task 005 WB-5: Project Decision

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				1,330.00
Remaining				1,330.00
Total this Task				0.00

Task 006 WB-6: White Barn Structural Maintenance Plan

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				8,660.00
Remaining				8,660.00
Total this Task				0.00

Task 007 WB-7: Agency Coordination

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				790.00
Remaining				790.00
Total this Task				0.00

Task 008 WB-8: Project Management

Professional Personnel

	Hours	Rate	Amount
PM/Cultural Resource Specialist			
Cunningham, Alta	1.00	150.00	150.00
Totals	1.00		150.00
Total Labor			150.00

Billing Limits		Current	Prior	To-Date
Total Billings		150.00	0.00	150.00
Limit				6,240.00
Remaining				6,090.00
Total this Task				\$150.00

Project	20200135.01	Midpen - White Barn & Redwood Cabin	Invoice	1
---------	-------------	-------------------------------------	---------	---

Task	999	Reimbursable Expenses
------	-----	-----------------------

Reimbursable Expenses

Mileage				146.63
Bridge Toll				12.00
Total Reimbursables		1.0 times	158.63	158.63

Billing Limits

	Current	Prior	To-Date	
Total Billings	158.63	0.00	158.63	
Limit			643.00	
Remaining			484.37	
Total this Task				\$158.63

Task	SUB	Subconsultant - Page & Turnbull
------	-----	---------------------------------

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			9,844.00	
Remaining			9,844.00	
Total this Task				0.00

Total this Phase	\$4,782.38
-------------------------	-------------------

Phase	CON	Contingency (10%)
-------	-----	-------------------

Total this Phase	0.00
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Total this Invoice	\$16,243.63
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Billings to Date

	Current	Prior	Total
Labor	16,085.00	0.00	16,085.00
Expense	158.63	0.00	158.63
Totals	16,243.63	0.00	16,243.63

Attachments:

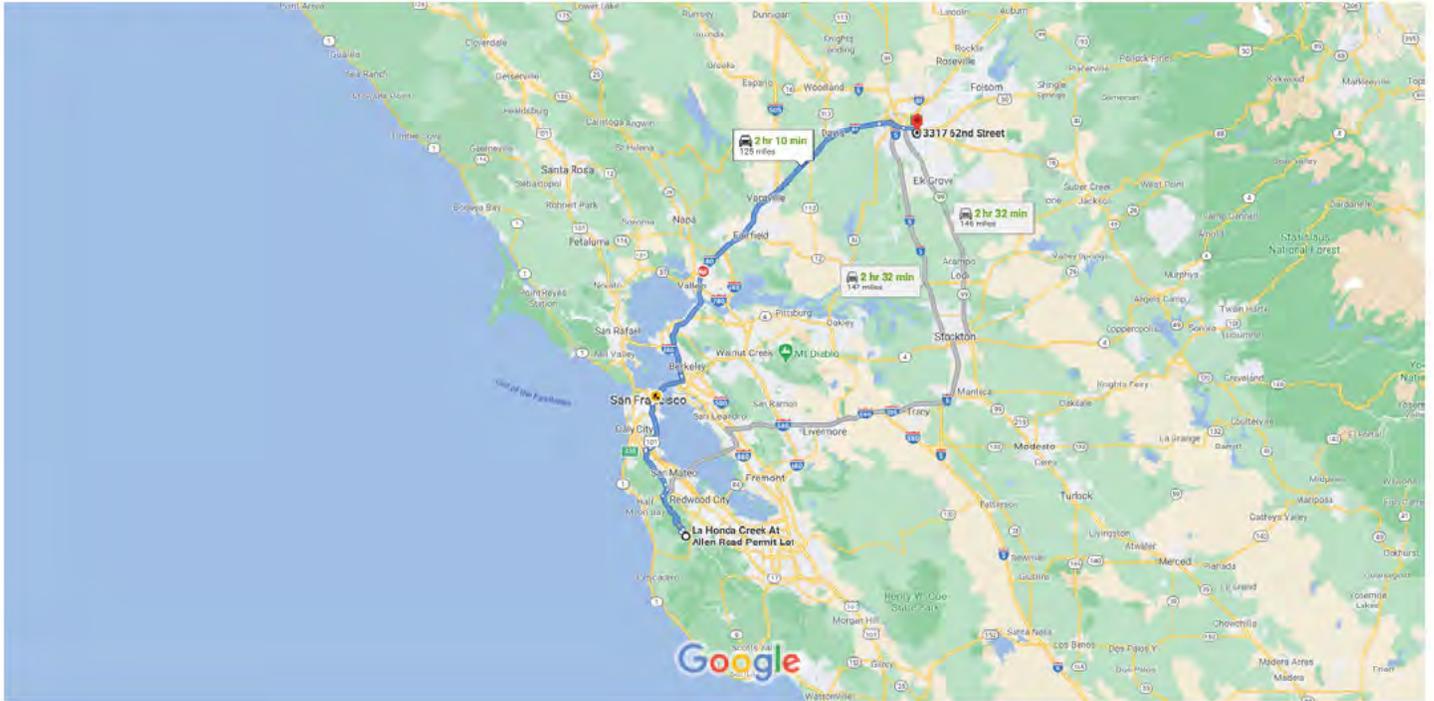
- Progress Report

Project Manager Alta Cunningham



La Honda Creek At Allen Road Permit Lot to 3317 62nd Street, Sacramento, CA

Drive 125 miles, 2 hr 10 min



Map data ©2021 Google 10 mi

La Honda Creek At Allen Road Permit Lot

California 94062

Get on I-280 N in Highlands-Baywood Park from CA-35

28 min (15.1 mi)

- ↑ 1. Head west on Kebet Ridge Rd toward Cielo Trail
0.3 mi
- ↑ 2. Continue onto Allen Rd
1.0 mi
- 3. Turn right onto Bear Gulch Rd
0.6 mi
- ↶ 4. Turn left onto CA-35
10.1 mi
- 5. Turn right onto CA-35/CA-92 E
2.0 mi
- ↶ 6. Turn left onto CA-35
0.9 mi
- 7. Turn right onto Bunker Hill Dr
446 ft
- ⤴ 8. Turn left to merge onto I-280 N toward CA-35/San Francisco
0.2 mi

Take I 80 E to 65th St in Sacramento Take exit 8B from US 50 E

1 hr 40 min (109 mi)

- 9. Merge onto I-280 N 8.3 mi
- 10. Use the right 2 lanes to take exit 43B for I-380 E toward S F Intl Airport 0.4 mi
- 11. Continue onto I-380 E 1.0 mi
- 12. Use the left lanes to merge onto US-101 N toward San Francisco 10.1 mi
- 13. Keep right at the fork to continue on I-80 E, follow signs for Bay Bridge 9.3 mi
- 14. Keep left to stay on I-80 E 72.1 mi
 Toll road
- 15. Continue onto I-80BL E/US-50 E/Capital City Freeway (signs for Sacramento/South Lake Tahoe) 5.2 mi
- 16. Continue onto US-50 E 2.8 mi
- 17. Take exit 8B for 65th St 0.3 mi

Take Broadway to 62nd St

2 min (0.6 mi)

- 18. Turn right onto 65th St 0.2 mi
- 19. Turn right onto Broadway 0.3 mi
- 20. Turn left onto 62nd St 0.2 mi
 Destination will be on the left

3317 62nd St

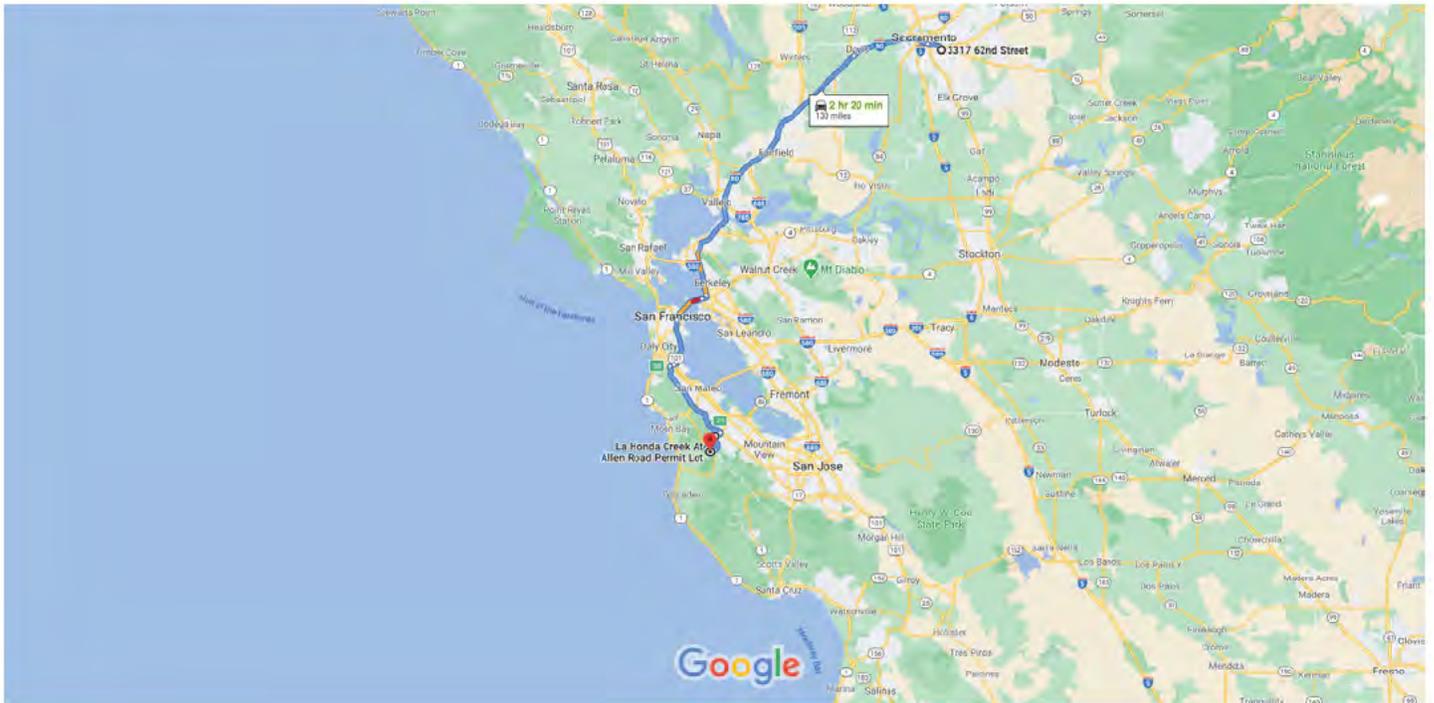
Sacramento, CA 95820

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3317 62nd Street, Sacramento, CA to La Honda Creek At Allen Road Permit Lot

Drive 130 miles, 2 hr 20 min



Map data ©2021 Google 10 mi

3317 62nd St
Sacramento, CA 95820

Get on US-50 W from 59th St

- 3 min (1.1 mi)
- ↑ 1 Head north on 62nd St toward 8th Ave
- 0.2 mi
- ↶ 2 Turn left onto Broadway
- 0.2 mi
- ↷ 3 Turn right onto 59th St
- 0.5 mi
- ↑ 4 Turn left to merge onto US 50 W toward CA 99/I 80BUS
- 0.2 mi

Follow I 80 W, US 101 S and I 280 S to CA 84 W/Woodside Rd in Woodside Take exit 25 from I 280 S

- 1 hr 47 min (118 mi)
- ↑ 5. Merge onto US-50 W
- 2.4 mi
- ↑ 6. Continue onto I-80BUS W/US-50 W
- 50 mi

-  7 Continue onto I 80 W

 10.8 mi
-  8 Keep left to stay on I 80 W

 62.0 mi
-  9 Use the right 3 lanes to continue on I 580 E/I 80 W

 0.3 mi
-  10 Keep right to continue on I 80 W, follow signs for San Francisco
 Toll road

 1.2 mi
-  11. Keep right at the fork to stay on I-80 W
 Toll road

 7.2 mi
-  12. Merge onto US-101 S

 9.3 mi
-  13. Use the right 2 lanes to take exit 423B for I-380 W toward I-280/San Bruno

 0.7 mi
-  14. Continue onto I-380 W

 0.2 mi
-  15. Keep left to stay on I-380 W

 0.8 mi
-  16. Use the left lane to take exit 5B to merge onto I-280 S toward San Jose

 18.2 mi
-  17. Take exit 25 for CA-84/Woodside Road

 0.2 mi
-  18. Keep right and merge onto CA-84 W/Woodside Rd

 164 ft

Continue on CA-84 W. Take CA-35 to Kebet Ridge Rd

25 min (10.8 mi)

-  19 Merge onto CA 84 W/Woodside Rd
 Continue to follow CA 84 W

 6.6 mi
-  20. Slight right onto CA-35

 2.3 mi
-  21. Turn left onto Bear Gulch Rd

 0.6 mi
-  22. Turn left onto Allen Rd

 1.0 mi
-  23. Continue onto Kebet Ridge Rd
 Destination will be on the right

 0.3 mi

La Honda Creek At Allen Road Permit Lot

California 94062

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route

2/21/2021
Carquinez Bridge Toll

East bound - PM
\$ 6.00

2/21/2021

Booy Beridge Toll

West bound - AM
\$ 6.00



Project Name White Barn Rehabilitation and Redwood Cabin Demolition Projects
 Ascent Project #20200135.01
 Client Contract #: PO 2021-371

PROGRESS REPORT

Project Name: White Barn Rehabilitation and Redwood Cabin Demolition Projects
Invoice Number: 20200135.01 - 1
Invoice Date: March 18, 2021
Progress Report Period: Project Start through February 28, 2021
Client Contact Name: Aaron Peth, Alex Casbara

Phase 1: Redwood Cabin Demolition

Task 1 – Project Initiation:

- ▲ Reviewed background reports provided by Mipen
- ▲ Prepared and submitted data needs memo

Task 2 – Project Kickoff and Site Tour:

- ▲ Attended site tour
- ▲ Project kickoff meeting with Midpen and Page & Turnbull

Task 3 – Scoping:

- ▲ Prepared and submitted draft version of NOP
- ▲ Prepared maps for NOP
- ▲ Prepared draft AB 52 letter

Task 5 – Administrative Draft Focused EIR:

- ▲ CNDDDB and CNPS queries
- ▲ Built special status species tables for use in EIR

Phase 2: White Barn Stabilization

Task 1 – Project Initiation:

- ▲ Attended site tour
- ▲ Project kickoff meeting with Midpen and Page & Turnbull
- ▲ Reviewed background reports provided by Mipen
- ▲ Prepared and submitted data needs memo

Task 2 – Project Description:

- ▲ XXX
- ▲ XXX

Upcoming Activities and Milestones

RWC: Submit draft AB 52 letter to Midpen after completion of NAHC search of project area.

WB: Submit draft Project Description by 3/19/2021.

Contract, Scope, Schedule, or Cost Concerns, or Pending Items

None

Prepared By: Alta Cunningham



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor Bonkowski & Associates Date 12/16/20

Project # MAA03-002 GL # 30-35-325-8201.03

Invoice Amount \$10,931.25 Invoice # 2113461122

Project Manager* Jason Lin * Title* Engineering & Construction Mgr

Description Environmental engineering services for decommissioning of Purisima Creek oil well.

*original project manager (Sean Smith) no longer works at District

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Debbie Ledger

From: Sean Smith
Sent: Monday, January 4, 2021 1:57 PM
To: Debbie Ledger
Cc: Warren Chan
Subject: Invoice Approval: Bonkowski Invoice #2113461122
Attachments: Bonkowski Invoice 2113461122.pdf

Hi Debbie,

Please process attached Bonkowski Invoice #2113461122, see approval stamp below. Let me know if you have any questions. Thanks.

-Sean

Contract & Amount 2021-068/\$68,230
PO# 2021-296
PO Balance \$59,330
PO Complete Y/N N
Amount to Pay \$10,931.25
G/L Account 30-35-325-8201.03
Project # MAA03-002
I am approving this invoice electronically. Sean Smith
Date 1/4/2021



Sean Smith
 Capital Project Manager II
ssmith@openspace.org
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 P: (650) 691-1200 - F: (650) 691-0485

**IN ACCOUNT WITH:**

Midpeninsula Regional Open Space District
 Mr. Sean Smith
 330 Distel Circle
 Los Altos, CA 94022-1404

Project: Purisma Upland Oil Well Decomm Project
PO Number: 2021-296

PLEASE REMIT PAYMENT TO:

BONKOWSKI & ASSOCIATES
 6400 HOLLIS STREET, STE. 4
 EMERYVILLE, CA 94608

INVOICE NO. 2113461122
 TIN: 68-0326339

Date: December 7, 2020

For Professional Services Rendered:

Task 1: Site Analysis

PERIOD: From Nov 9 to Nov 30, 2020

INVOICE NO. 2113461122

TOTAL DUE THIS INVOICE	\$10,931.25
PREVIOUS AMOUNT DUE	\$0.00
TOTAL DUE	\$10,931.25

This is an invoice for professional services and is due upon presentation. Except as otherwise provided by written agreement, a charge of one and one-half percent (1&1/2%) per month (18%) per year will be added after 30 days.

Bonkowski and Associates, Inc.
 6400 Hollis Street, Ste. 4
 Emeryville, CA 94608
 www.Bonkowski.com

Invoice

Invoice #: 2113461122
 Invoice Date: 12/7/2020
 Due Date: 1/8/2021
 Task: Task 1: Site Analysis
 Project: Purisma Oil Well Decomm

Bill To:
Mr. Sean Smith Capital Project Manager II Midpeninsula Regional Open Space District 330 Distel Circle Los Altos, CA 94002-1404

Description	Hours/Qty	U/M	Rate	Serviced	Amount
PERSONNEL COSTS					
Review CalGEM website for location and information on oil wells near the Site. Download information and location maps.	2		195.00	11/10/2020	390.00
Download well logs and other documents for 7 oil wells near the Site.	2.5		195.00	11/11/2020	487.50
Prepare map of oil well locations. Prepare draft cross-section with Butts#1 and DeBenedetti wells.	2.25		195.00	11/16/2020	438.75
Kickoff Field Meeting. Site Reconnaissance of Midpen Site. Inspect Butts Well No. 2, Refinery Location, reconn Butts No. 1 location, review access road condition. Return to office	6		275.00	11/18/2020	1,650.00
Prepare topo map with Butts #1 well locations.	1		195.00	11/18/2020	195.00
Review Butts Well No. 2 Drill Log	2		275.00	11/19/2020	550.00
Continue Review Butts Well No. 2 Drill Log	2		275.00	11/20/2020	550.00
Meet with Sean and Maggiora Brothers at property, inspect Midpen Butts Well No. 2, and Butts Well No. 1 possible location(s), review equipment left on site, discuss egress and road construction concerns. Discuss equipment required to inspect well head abandonments at both wells, considering best and worst case scenarios, assuming that the wells are still generating gas pressures, or no pressures. Return to office.	5		275.00	11/23/2020	1,375.00

Please Remit Payment To: Bonkowski & Associates, Inc. 6400 Hollis Street, Suite 4 Emeryville, CA 94608 510.450.0770 Main, 510.450.0801 FAX	Total
	Payments/Credits
	Balance Due

Unpaid Invoices beyond 30 days due are subject to monthly finance charge of 1.5%

Bonkowski and Associates, Inc.
 6400 Hollis Street, Ste. 4
 Emeryville, CA 94608
 www.Bonkowski.com

Invoice

Invoice #: 2113461122
 Invoice Date: 12/7/2020
 Due Date: 1/8/2021
 Task: Task 1: Site Analysis
 Project: Purisma Oil Well Decomm

Bill To:
Mr. Sean Smith Capital Project Manager II Midpeninsula Regional Open Space District 330 Distel Circle Los Altos, CA 94002-1404

Description	Hours/Qty	U/M	Rate	Serviced	Amount
Download logs of water wells in the 0.5 mile radius of the site from the DWR web page, begin review of well completions in close proximity to the Butts wells. Complete review of existing DWR well log forms. Review Phase II site assessment report for review of oil field history described by Geocon. Review history of Midpen Butts Well No. 2. Discuss with project engineer CD. Contact Colin Lawton at DOGR to discuss well history. Review their well records, oil field production history and producing zones, agree to discuss DOGR requirements for Orphan Well abandonment with Kelly Morgan. Discuss well head abandonment with Maggiora Brothers, and equipment necessary to abandon well through plug, tag plug to a depth of 1500 feet (if present) cement back well, and compete well head.	6		275.00	11/24/2020	1,650.00
Review DWR website for water wells in the vicinity of the Site. Download well logs. Prepare Topo map with well locations.	6		195.00	11/24/2020	1,170.00
Review Butts Well Notes with CD, Project Engineer, and her conversation with CALGEM. Review physical specs of equipment for BOP, Well Pad, Weight, Baker tanks, etc.	3		275.00	11/25/2020	825.00
Telephone communication with Petroleum Engineer N Delfino regarding requirements for well abandonment, and expectation of handling well materials, including gas pressures, fluids, bailing well, condition of casing, handling well head pressures and health and safety considerations.	2		275.00	11/30/2020	550.00

Please Remit Payment To: Bonkowski & Associates, Inc. 6400 Hollis Street, Suite 4 Emeryville, CA 94608 510.450.0770 Main, 510.450.0801 FAX	Total
	Payments/Credits
	Balance Due

Unpaid Invoices beyond 30 days due are subject to monthly finance charge of 1.5%

Bonkowski and Associates, Inc.
 6400 Hollis Street, Ste. 4
 Emeryville, CA 94608
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Invoice

Invoice #: 2113461122
 Invoice Date: 12/7/2020
 Due Date: 1/8/2021
 Task: Task 1: Site Analysis
 Project: Purisma Oil Well Decomm

Bill To:
Mr. Sean Smith Capital Project Manager II Midpeninsula Regional Open Space District 330 Distel Circle Los Altos, CA 94002-1404

Description	Hours/Qty	U/M	Rate	Serviced	Amount
Identify general equipment considerations to abandon well at Butts No. 2 site. including Ideco Rig, Hoist Pulley on Rig, BOP PSI requirements, truck dimensions, CPT testing, shoring and pad considerations, soil strength, wireline, slackline and kinly perforation tools, production zones in well, water level zones in wells, cement requirements.	4		275.00	11/30/2020	1,100.00

Please Remit Payment To: Bonkowski & Associates, Inc. 6400 Hollis Street, Suite 4 Emeryville, CA 94608 510.450.0770 Main, 510.450.0801 FAX	Total	\$10,931.25
	Payments/Credits	\$0.00
	Balance Due	\$10,931.25

Unpaid Invoices beyond 30 days due are subject to monthly finance charge of 1.5%



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor	<u>Multiple District employees</u>	Date	<u>06/04/21</u>
			<u>30-61-611-4401 (health</u>
Project #	<u>MAA07-011</u>	GL #	<u>insurance)</u>
Invoice Amount	<u>\$2,993.48</u>	Invoice #	<u>Payroll 2202111</u>
Project Manager*	<u>Brandon Stewart</u>	Title*	<u>Land & Facilities Manager</u>
Description	<u>Project Labor charged to MAA07-011 (Phase II Loop Trails, Lower La Honda</u>		
	<u>Creek) for the payroll period May 17 to May 30 2021 (pay date of June 4).</u>		
	<u>Employees charge hours in the electronic timecard system, which in turn is</u>		
	<u>processed in bi-weekly payroll. Timecards are approved by supervisors or</u>		
	<u>managers.</u>		

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
- Confirm the project number listed is within the correct portfolio
- Verify that the scope of work listed on the invoice is eligible for reimbursement
- Verify the project manager* has signed off on the invoice payment

For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Project Transaction Inquiry

From Date
 To Date

Project

Journal Type

JE BA
 EA

Journal Information

Transaction Information

Journal Number
 Sub Ledger
 Reference

Amount Options
 Amount
 Description
 Source
 Transaction Type
 Balance Sheet Activity

Search

Transaction Date	Project Code	Project Journal	Journal Type	SubLedger	Transaction Description	Debit	Credit	GL/Account	DUET
06/04/2021	MAA07-011	2021-00002069	Journal Entry	Payroll	Payroll Post 8W Bi-Weekly 2202111		\$292.64	30-61-611-4402	
06/04/2021	MAA07-011	2021-00002069	Journal Entry	Payroll	Payroll Post 8W Bi-Weekly 2202111	\$2,993.48		30-61-611-4401	
	Payroll Batch	Batch Number	Employee Name		Gross Amount	Dist Amount			
	BW	2202111	Bolle, Frank Ken		\$4,096.28	\$622.81			
	BW	2202111	Davison, Steven		\$3,438.76	\$395.86			
	BW	2202111	Kern, Grant		\$4,496.76	\$23.99			
	BW	2202111	McKibbin, Brennon		\$3,160.44	\$155.87			
	BW	2202111	Neal, Holden		\$3,808.28	\$369.96			
	BW	2202111	Apple, Bryan		\$5,040.70	\$169.16			
	BW	2202111	Mackessy, Donald		\$4,408.84	\$632.84			
	BW	2202111	Fahey, Bernard		\$2,659.80	\$297.89			
	BW	2202111	Husin, Kandahar		\$2,499.32	\$325.10			
						\$178,926.08	\$709.85		

1 - 50 of 133 records

Search Journal



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000677 - Apple, Bryan MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages		879.50
	Benefit		169.16



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000254 - Bolle, Frank Ken MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages		3,751.76
		Benefit	622.81



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000163 - Davison, Steven MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages	[REDACTED]	1,404.05
	Benefit	[REDACTED]	395.86



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000802 - Fahey, Bernard MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages	[REDACTED]	2,109.90
		Benefit	297.89
			-



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000809 - Husin, Kandahar MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages		2,163.70
		Benefit	325.10



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000198 - Kern, Grant MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages		111.29
	Benefit		23.99



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000656 - Mackesy, Donald MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages	[REDACTED]	2,877.79
	Benefit	[REDACTED]	632.84



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000446 - McKibbin, Brennon MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages		1,311.79
	Benefit		155.87



Project Journal Register

Payroll Report

Pay Date Range 05/17/21 - 05/30/21

Pay Batch 2202111

Sorted by Employee - Project

Project	Source	Source Detail	Amount
Employee 7000207 - Neal, Holden MAA07-011 Driscoll Ranch Public Access, Wildlife Protection, Grazing, Phase II Loop Trails, Lower La Honda Creek OSP	Wages		3,751.76
	Benefit		369.96

Midpeninsula Regional Open Space District HR Portal

Powered by Tyler Technologies

- HOME
- MY HR
- TIMESHEET
- BENEFIT ENROLLMENT
- REQUEST FOR ACTION
- LOGOUT

Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000802 - FAHEY, BERNARD

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000802 - FAHEY, BERNARD

05/17/2021 - 05/30/2021

STATUS: UPLOADED

87.0000 HOURS TOTAL

APPROVE

REJECT

PRINT

SUMMARY INFORMATION

expand

MAY 17, 2021 NEXT WEEK

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	GL ORG	MON 17	TUE 18	WED 19	THU 20	FRI 21	SAT 22	SUN 23	TOTAL
Open Space Technician	Regular Hours						10.0000					10.0000
Open Space Technician	CTO Earned						3.0000					3.0000
Open Space Technician	Arborist/Bio Monitor		MAA07-011	30-61-611	0.5000	0.5000		0.5000				1.5000
Open Space Technician	MAA Project Labor		MAA07-011	30-61-611	10.0000	10.0000		10.0000				30.0000
TOTAL					10.5000	10.5000	13.0000	10.5000				44.5000

* Required Field

SAVE

SUBMIT

PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 8:20 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
6/1/2021 7:53 AM	Approval Removed	Beckman, Craig	LAND & FACILS - L&F	
6/1/2021 7:01 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
6/1/2021 6:44 AM	Submitted	Fahey, Bernard	LAND & FACILS - L&F	

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 6:42 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
6/1/2021 6:41 AM	Submission Recalled	Fahey, Bernard	LAND & FACILS - L&F	
5/31/2021 7:04 PM	Submitted	Fahey, Bernard	LAND & FACILS - L&F	

Midpeninsula Regional Open Space District HR Portal

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- HOME
- MY HR
- TIMESHEET
- BENEFIT ENROLLMENT
- REQUEST FOR ACTION
- LOGOUT

Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000802 - FAHEY, BERNARD

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000802 - FAHEY, BERNARD

05/17/2021 - 05/30/2021

STATUS: UPLOADED

87.0000 HOURS TOTAL

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	3/L ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Open Space Technician	Regular Hours						5.0000					5.0000
Open Space Technician	CTO Earned											0.0000
Open Space Technician	Arborist/Bio Monitor		MAA07-011	30-61-611	1.5000	0.5000		0.5000				2.5000
Open Space Technician	MAA Project Labor		MAA07-011	30-61-611	10.0000	10.0000	5.0000	10.0000				35.0000
TOTAL					11.5000	10.5000	10.0000	10.5000				42.5000

* Required Field

SAVE

SUBMIT

PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 8:20 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
6/1/2021 7:53 AM	Approval Removed	Beckman, Craig	LAND & FACILS - L&F	
6/1/2021 7:01 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
6/1/2021 6:44 AM	Submitted	Fahey, Bernard	LAND & FACILS - L&F	

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 6:42 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
6/1/2021 6:41 AM	Submission Recalled	Fahey, Bernard	LAND & FACILS - L&F	
5/31/2021 7:04 PM	Submitted	Fahey, Bernard	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000446 - MCKIBBIN, BRENNON

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000446 - MCKIBBIN, BRENNON

05/17/2021 - 05/30/2021

STATUS: UPLOADED

80.3000 HOURS TOTAL

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SUMMARY INFORMATION

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	3/L ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Open Space Technician	Regular Hours								6.0000			6.0000
Open Space Technician	Overtime - Paid											0.0000
Open Space Technician	MAA Project Labor		MAA07-011			10.0000	10.0000	10.0000	4.0000			34.0000
TOTAL						10.0000	10.0000	10.0000	10.0000			40.0000

* Required Field

SAVE

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PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
5/30/2021 7:52 AM	Approved	Kern, Grant	LAND & FACILS - L&F	
5/28/2021 9:05 AM	Approval Removed	Kern, Grant	LAND & FACILS - L&F	
5/28/2021 9:03 AM	Approved	Kern, Grant	LAND & FACILS - L&F	
5/27/2021 4:51 PM	Submitted	McKibbin, Brennan	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000677 - APPLE, BRYAN

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000677 - APPLE, BRYAN

05/17/2021 - 05/30/2021

STATUS: UPLOADED

80.0000 HOURS TOTAL

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SUMMARY INFORMATION

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MAY 17, 2021 NEXT WEEK

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	G/L ORG	MON 17	TUE 18	WED 19	THU 20	FRI 21	SAT 22	SUN 23	TOTAL
Capital Projects Field Manager	Regular Hours				6.0000	6.0000	2.0000	8.0000	6.0000			28.0000
Capital Projects Field Manager	MAA Project Labor		MAA07-011	30-61-611	2.0000		6.0000					8.0000
Capital Projects Field Manager	MAA Project Labor		MAA10-001	30-61-611		2.0000			2.0000			4.0000
Capital Projects Field Manager	Regular Hours		MAA21-011									0.0000
Capital Projects Field Manager	Personal Leave Used											0.0000
TOTAL					8.0000	8.0000	8.0000	8.0000	8.0000			40.0000

* Required Field

SAVE

SUBMIT

PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 6:51 AM	Approved	Stewart, Brandon D	LAND & FACILS - L&F	
5/28/2021 1:47 PM	Submitted	Apple, Bryan	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000677 - APPLE, BRYAN

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000677 - APPLE, BRYAN

05/17/2021 - 05/30/2021

STATUS: UPLOADED

80.0000 HOURS TOTAL

APPROVE

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SUMMARY INFORMATION

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	GL ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Capital Projects Field Manager	Regular Hours					6.0000	2.0000	4.0000	2.0000			14.0000
Capital Projects Field Manager	MAA Project Labor		MAA07-011	30-61-611			6.0000					6.0000
Capital Projects Field Manager	MAA Project Labor		MAA10-001	30-61-611				2.0000				2.0000
Capital Projects Field Manager	Regular Hours		MAA21-011			2.0000		2.0000	6.0000			10.0000
Capital Projects Field Manager	Personal Leave Used				8.0000							8.0000
TOTAL					8.0000	8.0000	8.0000	8.0000	8.0000			40.0000

* Required Field

SAVE

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PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 6:51 AM	Approved	Stewart, Brandon D	LAND & FACILS - L&F	
5/28/2021 1:47 PM	Submitted	Apple, Bryan	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000656 - MACKESSY, DONALD

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000656 - MACKESSY, DONALD

05/17/2021 - 05/30/2021

STATUS: UPLOADED

88.0000 HOURS TOTAL

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MAY 17, 2021 NEXT WEEK

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	G/L ORG	MON 17	TUE 18	WED 19	THU 20	FRI 21	SAT 22	SUN 23	TOTAL
Maintenance Supervisor	MAA Project Labor		MAA07-011	30-61-611	30-61-611 - MAA Capital Projects Fund - L&F - Land & Facilities-L&F - Admin		10.0000	10.0000				20.0000
Maintenance Supervisor	Regular Hours											20.0000
Maintenance Supervisor	Carpooling Commute				1.0000	1.0000	1.0000	1.0000				4.0000
TOTAL					11.0000	11.0000	11.0000	11.0000				44.0000

* Required Field

SAVE

SUBMIT

PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 7:09 AM	Approved	Apple, Bryan	LAND & FACILS - L&F	
6/1/2021 6:56 AM	Submitted	Mackessy, Donald	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000656 - MACKESY, DONALD

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000656 - MACKESY, DONALD

05/17/2021 - 05/30/2021

STATUS: UPLOADED

88.0000 HOURS TOTAL

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	J/L ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Maintenance Supervisor	MAA Project Labor		MAA07-011	30-61-611	10.0000	5.0000	8.0000	10.0000				33.0000
Maintenance Supervisor	Regular Hours					5.0000	2.0000					7.0000
Maintenance Supervisor	Carpooling Commute				1.0000	1.0000	1.0000	1.0000				4.0000
TOTAL					11.0000	11.0000	11.0000	11.0000				44.0000

* Required Field

SAVE

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PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 7:09 AM	Approved	Apple, Bryan	LAND & FACILS - L&F	
6/1/2021 6:56 AM	Submitted	Mackesy, Donald	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000198 - KERN, GRANT

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000198 - KERN, GRANT

05/17/2021 - 05/30/2021

STATUS: UPLOADED

80.0000 HOURS TOTAL

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	3/L ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Maintenance Supervisor	Regular Hours					10.0000	8.0000	10.0000	10.0000			38.0000
Maintenance Supervisor	Sick Leave Used - Family											0.0000
Maintenance Supervisor	Personal Leave Used											0.0000
Maintenance Supervisor	MAA Project Labor		MAA07-011				2.0000					2.0000
TOTAL						10.0000	10.0000	10.0000	10.0000			40.0000

* Required Field

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CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 7:30 AM	Approved	Beckman, Craig	LAND & FACILS - L&F	
5/30/2021 7:56 AM	Submitted	Kern, Grant	LAND & FACILS - L&F	

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Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000207 - NEAL, HOLDEN

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000207 - NEAL, HOLDEN

05/17/2021 - 05/30/2021

STATUS: UPLOADED

80.0000 HOURS TOTAL

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MAY 17, 2021 NEXT WEEK

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	G/L ORG	MON 17	TUE 18	WED 19	THU 20	FRI 21	SAT 22	SUN 23	TOTAL
Equipment Mechanic/Operator	MAA Project Labor		MAA07-011	30-61-611	10.0000	10.0000	10.0000	10.0000				40.0000
TOTAL					10.0000	10.0000	10.0000	10.0000				40.0000

* Required Field

SAVE

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PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 6:44 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
5/24/2021 6:46 AM	Submitted	Neal, Holden	LAND & FACILS - L&F	

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Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000207 - NEAL, HOLDEN

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000207 - NEAL, HOLDEN

05/17/2021 - 05/30/2021

STATUS: UPLOADED

80.0000 HOURS TOTAL

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	U/L ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Equipment Mechanic/Operator	MAA Project Labor		MAA07-011	30-61-611	10.0000	10.0000	10.0000	10.0000				40.0000
TOTAL					10.0000	10.0000	10.0000	10.0000				40.0000

* Required Field

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PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 6:44 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
5/24/2021 6:46 AM	Submitted	Neal, Holden	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000809 - HUSIN, KANDAHAR

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000809 - HUSIN, KANDAHAR

05/17/2021 - 05/30/2021

STATUS: UPLOADED

83.0000 HOURS TOTAL

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SUMMARY INFORMATION

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MAY 17, 2021 NEXT WEEK

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	GL ORG	MON 17	TUE 18	WED 19	THU 20	FRI 21	SAT 22	SUN 23	TOTAL
Open Space Technician	Regular Hours						10.0000					10.0000
Open Space Technician	CTO Earned						3.0000					3.0000
Open Space Technician	MAA Project Labor		MAA07-011	30-61-611	10.0000	10.0000		10.0000				30.0000
TOTAL					10.0000	10.0000	13.0000	10.0000				43.0000

* Required Field

SAVE

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PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 7:00 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
6/1/2021 6:45 AM	Submitted	Husin, Kandahar	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000809 - HUSIN, KANDAHAR

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000809 - HUSIN, KANDAHAR

05/17/2021 - 05/30/2021

STATUS: UPLOADED

83.0000 HOURS TOTAL

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SUMMARY INFORMATION

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	3/L ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Open Space Technician	Regular Hours											0.0000
Open Space Technician	CTO Earned											0.0000
Open Space Technician	MAA Project Labor		MAA07-011	30-61-611	10.0000	10.0000	10.0000	10.0000				40.0000
TOTAL					10.0000	10.0000	10.0000	10.0000				40.0000

* Required Field

SAVE

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PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 7:00 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
6/1/2021 6:45 AM	Submitted	Husin, Kandahar	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000254 - BOLLE, FRANK KEN

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000254 - BOLLE, FRANK KEN

05/17/2021 - 05/30/2021

STATUS: UPLOADED

88.0000 HOURS TOTAL

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MAY 17, 2021 NEXT WEEK

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	G/L ORG	MON 17	TUE 18	WED 19	THU 20	FRI 21	SAT 22	SUN 23	TOTAL
Equipment Mechanic/Operator	MAA Project Labor		MAA07-011	30-61-611	10.0000	10.0000	10.0000	10.0000				40.0000
Equipment Mechanic/Operator	Carpooling Commute				1.0000	1.0000	1.0000	1.0000				4.0000
TOTAL					11.0000	11.0000	11.0000	11.0000				44.0000

* Required Field

SAVE

SUBMIT

PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 6:37 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
5/17/2021 7:00 AM	Submitted	Bolle, Frank Ken	LAND & FACILS - L&F	

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Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000254 - BOLLE, FRANK KEN

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000254 - BOLLE, FRANK KEN

05/17/2021 - 05/30/2021

STATUS: UPLOADED

88.0000 HOURS TOTAL

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	J/L ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Equipment Mechanic/Operator	MAA Project Labor		MAA07-011	30-61-611	10.0000	10.0000	10.0000	10.0000				40.0000
Equipment Mechanic/Operator	Carpooling Commute				1.0000	1.0000	1.0000	1.0000				4.0000
TOTAL					11.0000	11.0000	11.0000	11.0000				44.0000

* Required Field

SAVE

SUBMIT

PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 6:37 AM	Approved	Mackessy, Donald	LAND & FACILS - L&F	
5/17/2021 7:00 AM	Submitted	Bolle, Frank Ken	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000163 (DAVISON, STEVEN)

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000163 - DAVISON, STEVEN

05/17/2021 - 05/30/2021

STATUS: UPLOADED

80.0000 HOURS TOTAL

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MAY 17, 2021 NEXT WEEK

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	Q/L ORG	MON 17	TUE 18	WED 19	THU 20	FRI 21	SAT 22	SUN 23	TOTAL
Lead Open Space Technician	Regular Hours				10.0000	10.0000						20.0000
Lead Open Space Technician	MAA Project Labor		MAA07-011	10-61-611			10.0000	10.0000				20.0000
TOTAL					10.0000	10.0000	10.0000	10.0000				40.0000

* Required Field

SAVE

SUBMIT

PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 7:21 AM	Approved	Dolan, Brendan	LAND & FACILS - L&F	
5/28/2021 2:38 PM	Submitted	Davison, Steven	LAND & FACILS - L&F	
5/28/2021 2:34 PM	Submission Recalled	Davison, Steven	LAND & FACILS - L&F	
5/28/2021 2:27 PM	Submitted	Davison, Steven	LAND & FACILS - L&F	

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Home Timesheet Entry

Welcome, Andrew Taylor!

YOU ARE CURRENTLY VIEWING THE TIMESHEET OF 7000163 (DAVISON, STEVEN)

DEPARTMENT: LAND & FACILS - L&F

EMPLOYEE: 7000163 - DAVISON, STEVEN

05/17/2021 - 05/30/2021

STATUS: UPLOADED

80.0000 HOURS TOTAL

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PREVIOUS WEEK MAY 24, 2021

LOAD SCHEDULE

JOB *	HOURS CODE *	SHIFT	PROJECT	Q/L ORG	MON 24	TUE 25	WED 26	THU 27	FRI 28	SAT 29	SUN 30	TOTAL
Lead Open Space Technician	Regular Hours				10.0000	10.0000	7.0000					27.0000
Lead Open Space Technician	MAA Project Labor		MAA07-011	10-61-611			3.0000	10.0000				13.0000
TOTAL					10.0000	10.0000	10.0000	10.0000				40.0000

* Required Field

SAVE

SUBMIT

PAY PERIOD HISTORY

CHANGED ON	STATUS	MADE BY	DEPARTMENT	COMMENTS
6/1/2021 12:58 PM	Uploaded	eSuiteAdminFIN	LAND & FACILS - L&F	
6/1/2021 7:21 AM	Approved	Dolan, Brendan	LAND & FACILS - L&F	
5/28/2021 2:38 PM	Submitted	Davison, Steven	LAND & FACILS - L&F	
5/28/2021 2:34 PM	Submission Recalled	Davison, Steven	LAND & FACILS - L&F	
5/28/2021 2:27 PM	Submitted	Davison, Steven	LAND & FACILS - L&F	



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Wells Fargo P Card/Bay Area

Vendor News Group Date 12/08/20

Project # MAA01-004 GL # 30-80-850-8205.15

Invoice Amount \$1,133.07 Invoice # Reference 080922

Project Manager* Aaron Hebert Title* Senior Resource Mgmt Specialist

Description Fees for placement of public notice for bids – Madonna Creek Ranch
remediation project.

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
- Verify that the vendor listed on the invoice matches what is listed in the expenditure report
- Confirm the amount listed on the invoice matches what is listed the expenditure report
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For staff labor reimbursements, confirm the following are present on the backup documentation:

- Project number
- Staff members pay rate
- Staff members title
- Date work was performed
- Total calculation of reimbursable hours
- Supervisor's approval

For land purchases, confirm the following:

- The Board resolution and board report to approve purchase are included
- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Advertising Payment Receipt

Bay Area News Group • AdTaxi • Digital First Media

*The Mercury News • Daily News • Silicon Valley Community Newspapers
East Bay Times • East Bay Community Newspapers • Hills Newspapers
Oakland Tribune • The Daily Review • The Argus
Milpitas Post • Berryessa Sun
Marin Independent Journal*

Northern California Community Newspapers

*Monterey County Herald • Santa Cruz Sentinel • La Ganga Especial
Vacaville Reporter • Vallejo Times-Herald • Woodland Daily Democrat
Lake County Record-Bee • Penny Saver • The Ukiah Daily Journal • Hometown Shopper
Chico Enterprise-Record • Oroville Mercury-Register • Paradise Post • Red Bluff Daily News
The Willits News • Fort Bragg Advocate-News • The Mendocino Beacon
Eureka Times-Standard • Tri-City Weekly • Redwood Times*

Account Number: **2052782**

Customer: **MIDPENINSULA REGIONAL
330 DISTEL CIRCLE
LOS ALTOS, CA 94022**

Phone: **650-691-1200**

Transaction Date: **11/3/2020**

Transaction Type: **Payment**

Payment Amount: **1,133.07**

Payment Method: **Credit Card**

Credit Card Number: *******5676**

Expiration Date: **7/28/2022**

Reference Number: **080922**

Charge to: **North CNP**

Order Number: **0006506097**

Credit to Transaction Number: **P932289**

Invoice Text:

Invoice Notes:

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.

San Jose Mercury News

4 N. 2nd Street, Suite 800
San Jose, CA 95113
408-920-5332

2052782

MIDPENINSULA REGIONAL
330 DISTEL CIRCLE
LOSALTOS, CA 94022

PROOF OF PUBLICATION IN THE CITY OF SAN JOSE IN THE STATE OF CALIFORNIA COUNTY OF SANTA CLARA

FILE NO. A.Herbert Nat.Res.Madonna Crk

In the matter of **Ranch Proj.**
San Jose Mercury News

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to or interested in the above entitled proceedings; and was at and during all said times and still is the principal clerk of the printer and publisher of the San Jose Mercury News, a newspaper of general circulation printed and published daily in the City of San Jose, County of Santa Clara, State of California as determined by the court's decree dated June 27, 1952, Case Numbers 84096 and 84097, and that said San Jose Mercury News is and was at all times herein mentioned a newspaper of general circulation as that term is defined by Sections 6000; that at all times said newspaper has been established, printed and published in the said County and State at regular intervals for more than one year preceding the first publication of the notice herein mentioned. Said decree has not been revoked, vacated or set aside.

I declare that the notice, of which the annexed is a true printed copy, has been published in each regular or entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/31/2020

Dated at San Jose, California
July 31, 2020

I declare under penalty of perjury that the foregoing is true and correct.



Principal clerk of the printer and publisher of the San Jose Mercury News

Legal No. 0006506097

Madonna Creek Ranch Remediation Project

Optional Project Site Tour : August 7, 2020 -

8:00am

RSVP to: zalexander@openspace.org

by August 6, 2020 - 4:00pm

Notice is Hereby Given that the Midpeninsula Regional Open Space District (District) will receive bids at their Administrative Office located at 330 Distel Circle, Los Altos CA on or before **2:00 p.m. on Friday August 14, 2020** for the furnishing of all labor, materials and services for the **Madonna Creek Ranch Remediation Project** located in Miramontes Ridge Open Space Preserve in unincorporated San Mateo County, near the City of Half Moon Bay. The project site is easily accessible via Highway 92, near the intersection of Muddy Road and Highway 92. The project site is located within an active farm and is not publicly accessible. The purpose of the project is to remove debris and hazardous containing materials and soils from a 1950's era dump adjacent to Madonna Creek and active agriculture production lands. Removal of 150 cubic yards of debris and soil containing known hazardous materials. Known hazardous material containing debris shall be removed and disposed of first. Soils shall be excavated and stockpiled on site for confirmation testing. Confirmed clean soils shall be retained on site for use as backfill material. Confirmed hazardous materials containing soils shall be transported off-site and disposed of in accordance with all state and local hazardous material disposal guidelines and requirements.

An optional pre-bid project site tour is scheduled for 8:00 a.m. on Friday August 7, 2020.

Reservations are required. Contact: Zachary Alexander, Capital Project Manager at zalexander@openspace.org no later than 4:00 p.m. on August 6 to make a reservation and receive directions on where to meet. Complete project information is contained within the project Bid Package, which will be available on July 29 on the District website: <http://www.openspace.org/bids>. A hardcopy will be available for review at the District Administration Office, 330 Distel Circle, Los Altos, CA 94022. For questions please contact Aaron Hebert, Senior Resource Management Specialist, ahebert@openspace.org, or (650) 691-1200.

TENTATIVE BID SCHEDULE

- July 29, 2020 - Request for Bids issued
- August 7, 2020 - Optional Pre-Bid Site Tour, 8:00 a.m. RSVP is Mandatory and must be completed by 4:00 p.m. on August 6, 2020.
- August 12, 2020: 4:00 p.m. - Final Addendum to Bid Package Issued
- August 14, 2020 - Bid Opening, 2:00 p.m. 330 Distel Circle, Los Altos, CA, 94022
- September 9, 2020 - Award of Contract by District Board of Directors Regular Meeting, begins at 7:00 p.m.

Complete project information is contained within the project Bid Package. A hardcopy will be available for review at local Builders Exchanges and at the District Administration Office, 330 Distel Circle, Los Altos, CA 94022.

For questions please contact Aaron Hebert, Senior Resource Management Specialist, (650) 691-1200.

SJMN/SMCT#6506097; July 31, 2020

San Mateo County Times

c/o Bay Area News Group
1730 S. El Camino Real, Suite 450
San Mateo, CA 94402
408-920-5332

2052782

MIDPENINSULA REGIONAL
330 DISTEL CIRCLE
LOS ALTOS, CA 94022

PROOF OF PUBLICATION

**FILE NO. A.Herbert Nat.Res.Madonna Crk
Ranch Proj.**

In the matter of

San Mateo County Times

The undersigned deposes that he/she is the Public Notice Advertising Clerk of the SAN MATEO COUNTY TIMES, a newspaper of general circulation as defined by Government Code Section 6000, adjudicated as such by the Superior Court of the State of California, County of San Mateo (Order Nos. 55795 on September 21, 1951), which is published and circulated in said county and state daily (Sunday excepted).

The PUBLIC NOTICE

was published in every issue of the SAN MATEO COUNTY TIMES on the following date(s):

07/31/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: July 31, 2020


Public Notice Advertising Clerk

Legal No. **0006506097**

Madonna Creek Ranch Remediation Project

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RSVP to: zalxander@openspace.org by August 6, 2020 - 4:00pm

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SJMN/SMCT#6506097; July 31, 2020



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: *Land Acquisition* *Top 10 Expenses* *BOC Member Invoice Selection*

Vendor	<u>Balance Hydrologics Inc.</u>	Date	<u>06/30/21</u>
Project #	<u>MAA07-008</u>	GL #	<u>30-80-830-8202.04</u>
Invoice Amount	<u>\$14,962.50</u>	Invoice #	<u>221055-0621</u>
Project Manager*	<u>David Liefert</u>	Title*	<u>Resource Mgmt Specialist II</u>
Description	<u>Hydrologic modeling services for the Lower Turtle Pond repair project.</u>		
	<u> </u>		
	<u> </u>		
	<u> </u>		

Bond Oversight Committee Review:

Invoice Review Checklist:

- Confirm the date of the expenditure is within the timeframe of the fiscal year in review
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- All wire transfers or disbursement requests are included
- The final escrow statement reflects total purchase price as approved by the Board

* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

From: [Debbie Ledger](#)
To: [Lisa Jenkinson](#)
Subject: FW: Invoice 221055-0621 for Balance Hydrologics, Turtle Pond project
Date: Tuesday, July 6, 2021 6:30:19 AM
Attachments: [221055-0621.pdf](#)

Hi,

Forwarding an invoice for processing.

Thanks,

Debbie

From: David Liefert <diefert@openspace.org>
Sent: Friday, July 2, 2021 3:41 PM
To: Accounts Payable <accountspayable@openspace.org>
Cc: Warren Chan <wchan@openspace.org>; Debbie Ledger <dledger@openspace.org>; Andrew Taylor <ataylor@openspace.org>; Aaron Hebert <ahebert@openspace.org>
Subject: Invoice 221055-0621 for Balance Hydrologics, Turtle Pond project

Contract & Amount:	2021-0153 \$44,970.00	
PO#:	2021-0506	\$14,970.00
PO Balance:	\$7.50	
PO Complete (Y/N):	Y	
Amount to Pay:	\$14,962.5	
G/L Account:	30-80-830-8202.04	
Project#:	MAA07-008	
I am approving this invoice electronically DTL		

David Liefert, Ph.D., he/him/his
 Water Resources Specialist
 Earth Science Program, Natural Resources Department
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022



P: (650) 772-3643 F: (650) 691-0485
dliefert@openspace.org
www.openspace.org | twitter: [@mrosd](https://twitter.com/mrosd)



800 Bancroft Way • Suite 101 • Berkeley, CA 94710 • (510) 704-1000
www.balancehydro.com • email: office@balancehydro.com

Invoice

Aaron Hebert
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 940221404

Terms: Due Upon Receipt

Invoice #	Date	Amount Due
221055-0621	07/02/21	\$ 14,962.50

Project Manager: Tarick Abu-Aly
Project Number: 221055
Job Description: Lower Turtle Pond
Billing Through: 06/30/21
Contract/PO#:

SUMMARY OF CHARGES

	Amount
01 Hydrologic Modeling	\$14,962.50

Amount Due This Invoice: \$14,962.50

1. Develop Pond-IT model
2. Develop HEC-HMS model
3. Issue draft and final Phase I reports
4. Site visit

BREAKDOWN OF TIME CHARGES	Rate	Hours	Amount
Principal	\$220.00	1.50	\$330.00
Project Professional	\$180.00	76.00	\$13,680.00
Staff Professional	\$140.00	5.00	\$700.00
Senior Project Administrator	\$125.00	0.50	\$62.50
Report Specialist	\$95.00	2.00	\$190.00
Total Time Charges:			\$14,962.50

PLEASE REMIT TO THE BERKELEY ADDRESS ABOVE

Questions regarding progress of work may be directed to the Project Manager (name above). Questions regarding billing, payment and certificates of insurance should be directed to Rachel Boitano @ (510) 704-1000 x245.



Bond Oversight Committee

Invoice Cover Sheet (FY2020-21)



Invoice Details: Land Acquisition Top 10 Expenses BOC Member Invoice Selection

Vendor MIG Inc. Date 04/19/21

Project # MAA20-002 GL # 30-30-320-8201.07

Invoice Amount \$9,582.50 Invoice # 0069013

Project Manager* Jane Mark* Title* Planning Manager

Description ADA consulting services for Highway 17 Bay Area Ridge Trail Crossing

*original project manager (Meredith Manning) no longer works for District

Bond Oversight Committee Review:

Invoice Review Checklist:

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** If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.*

From: [Debbie Ledger](#)
 To: [Lisa Jenkinson](#)
 Subject: FW: MIG Invoice #0069013 for March 2021 Services
 Date: Monday, April 19, 2021 8:58:11 AM
 Attachments: [Proj #30514.03 Inv #0069013 March 2021.pdf](#)
[Re MIG Inc. March 2021 Services Invoice #0069013 Hwy 17 Task Order MidPen On-Call PO #2021-388 \(MIG Project #30514.03\).msg](#)

Forwarding an invoice...

From: Arianna Nuri <anuri@openspace.org>
Sent: Monday, April 19, 2021 8:28 AM
To: Accounts Payable <accountspayable@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>; Warren Chan <wchan@openspace.org>; Meredith Manning <mmanning@openspace.org>
Subject: MIG Invoice #0069013 for March 2021 Services

Good Morning,

This invoice is for March 2021 consulting services associated with the MAA20-002: Highway 17 Wildlife and Regional Trails Crossings project. Project Manager Meredith Manning signed and approved usage of these funds via email. The invoice, as well as Meredith's authorization, are attached. Please let me know if you have any questions or require any additional information.

Contract & Amount 2020-00000090 \$25,000
PO# 2021-388
PO Balance \$13,891.25
PO Complete Y/N No
Amount to Pay \$9,582.50
G/L Account 30-30-320-8201.07
Project # MAA20-002
I am approving this invoice electronically. /Meredith Manning/
Date April 16 2021

Thank you so much!

Best,
Ari



Arianna Nuri, Planner I
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
P: (650) 625-6559
anuri@openspace.org
www.openspace.org

From: [Meredith Manning](#)
 To: [Arianna Nuri](#)
 Subject: Re: MIG, Inc.: March 2021 Services Invoice #0069013 Hwy 17 Task Order MidPen On-Call PO #2021-388 (MIG Project #30514.03)
 Date: Friday, April 16, 2021 7:19:34 PM
 Attachments: [~WRD0002.jpg](#)

Thanks Ari

Sent from my iPhone

On Apr 16, 2021, at 2:37 PM, Arianna Nuri <anuri@openspace.org> wrote:

Good Afternoon, Meredith,

Invoice #0069013 for MIG's March 2021 services is as follows:

Contract & Amount 2020-00000090 \$25,000
PO# 2021-388
PO Balance \$13,891.25
PO Complete Y/N No
Amount to Pay \$9,582.50
G/L Account 30-30-320-8201.07
Project # MAA20-002
I am approving this invoice electronically. /Meredith Manning/
Date April 16 2021

When you get a chance, can you please sign and date above to approve the payment?

Thank you so much!

Best,

Ari

From: Faylin Paciski <faylinp@migcom.com>
Sent: Thursday, April 15, 2021 6:15 PM
To: Meredith Manning <mmanning@openspace.org>
Cc: Gretchen Laustsen <glaustsen@openspace.org>; Marion Shaw <mshaw@openspace.org>; Arianna Nuri <anuri@openspace.org>; Heather Buczek <heatherb@migcom.com>; Rachael Husted <rachaelh@migcom.com>
Subject: MIG, Inc.: March 2021 Services Invoice #0069013 Hwy 17 Task Order MidPen On-Call PO #2021-388 (MIG Project #30514.03)

EXTERNAL

Hello Meredith,

The attached pdf file is invoice #0069013 in the amount of \$9,582.50 for March 2021 services. An original hard copy is available upon request.

Your help in expediting payment is very much appreciated. Please email or call me if you have any questions.

Thank you,

Faylin

--

Faylin Paciski

Senior Project Accountant

she/her/hers

[<~WRD0002.jpg>](#)

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | SCIENCE | TECHNOLOGY

800 Hearst Avenue

Berkeley, California 94710 USA

office: 510-845-7549 extension: 1640

faylinp@migcom.com

www.migcom.com

[facebook](#) [twitter](#) [linkedin](#) [instagram](#)

Invoice



MOORE IACOFANO GOLTSMAN, INC.

Meredith Manning
 Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022

April 15, 2021
 Project No: 030514.03
 Invoice No: 0069013

Project 030514.03 Hwy 17 Task Order MidPen On-Call

Purchase Order #2021-388**Professional Services from March 1, 2021 to March 31, 2021****Professional Personnel**

	Hours	Rate	Amount	
Principal-in-Charge				
Buczek, Heather	12.75	195.00	2,486.25	
Engineer				
Hostetter, Vanessa	26.00	175.00	4,550.00	
Analyst I/Biologist I				
Agnew-Wieland, Hayden	24.25	105.00	2,546.25	
Totals	63.00		9,582.50	
Total Labor				9,582.50

Billing Limits	Current	Prior	To-Date	
Labor	9,582.50	11,108.75	20,691.25	
Limit			25,000.00	
Remaining			4,308.75	
		Total this Invoice		\$9,582.50

Outstanding Invoices

Number	Date	Balance
0068751	3/24/2021	9,967.50
Total		9,967.50

Billings to Date

	Current	Prior	Total
Labor	9,582.50	11,108.75	20,691.25
Totals	9,582.50	11,108.75	20,691.25

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | TECHNOLOGY | SCIENCE

Business Office: 800 Hearst Avenue • Berkeley, California 94710 • USA • 510.845.7549 • www.migcom.com

Offices in: California • Colorado • Oregon • Texas • Washington

Project	030514.03	Hwy 17 Task Order MidPen On-Call	Invoice	0069013
---------	-----------	----------------------------------	---------	---------

January 2021 = \$1,141.25
February 2021 = \$9,967.50
March 2021 = \$9,582.50

Email invoice to: Meredith Manning <mmanning@openspace.org>
cc: Marion Shaw <mshaw@openspace.org>
cc: Gretchen Laustsen <glaustsen@openspace.org>
cc: Arianna Nuri <anuri@openspace.org>
DO NOT SEND HARD COPY.

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | TECHNOLOGY | SCIENCE

Business Office: 800 Hearst Avenue • Berkeley, California 94710 • USA • 510.845.7549 • www.migcom.com

Offices in: California • Colorado • Oregon • Texas • Washington



SAN MATEO COUNTY

ENVIRONMENTAL HEALTH

2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403

Owner Name: MIDPENINSULA REGIONAL
Account #: AR0083550

Invoice Date:	11/1/2020
Current Charges:	\$2,475.00
Previous Balance:	\$0.00
Payments:	\$0.00
Total Due:	\$2,475.00

FACILITY NAME, ADDRESS AND FEE DESCRIPTION	INVOICE DATE	INVOICE NUMBER	UNITS	AMOUNTS
--	--------------	----------------	-------	---------

239042 MADONNA CREEK RANCH FA0067798
ADJ TO MUDDY CREEK RD
HALF MOON BAY

FACILITY NAME, ADDRESS AND FEE DESCRIPTION	INVOICE DATE	INVOICE NUMBER	UNITS	AMOUNTS
RO0002312 S315 REVIEW REPORTS, WORKPLANS, OTHER SUBMITTALS	11/1/2020	342491		297.00
RO0002312 S313 CASE MGMT & GEOTRACKER COMPLIANCE				99.00
RO0002312 S315 REVIEW REPORTS, WORKPLANS, OTHER SUBMITTALS				99.00
RO0002312 S315 REVIEW REPORTS, WORKPLANS, OTHER SUBMITTALS				396.00
RO0002312 S315 REVIEW REPORTS, WORKPLANS, OTHER SUBMITTALS				594.00
RO0002312 S314 WRITE DIRECTIVE LETTERS				396.00
RO0002312 S315 REVIEW REPORTS, WORKPLANS, OTHER SUBMITTALS				198.00
RO0002312 S312 MTG WITH RPS/CONSULTANTS FOR GPP SITES				99.00
RO0002312 S313 CASE MGMT & GEOTRACKER COMPLIANCE				99.00
RO0002312 S315 REVIEW REPORTS, WORKPLANS, OTHER SUBMITTALS				198.00
Amount Due for this Invoice:				\$2,475.00

CONTINUED ON NEXT PAGE

IF YOU ARE A NEW OWNER, PLEASE CHECK HERE AND COMPLETE THE BACK PORTION.

PLEASE TEAR OFF AND RETURN BOTTOM PORTION WITH PAYMENT.



San Mateo County
2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403

Invoice #:	342491
Facility Address:	ADJ TO MUDDY HALF MOON BAY
Total Due:	\$2,475.00
Enter Payment:	\$

MAKE CHECK OR MONEY ORDER TO:
ENVIRONMENTAL HEALTH FEE. PLEASE INCLUDE INVOICE NUMBER(S) ON CHECK.



239 1 AB 0.419 2/83 000248 0001:0002



HEBERT, AARON
330 DISTEL CR
LOS ALTOS CA 94022-1404



SAN MATEO COUNTY ENVIRONMENTAL HEALTH
2000 ALAMEDA DE LAS PULGAS, SUITE 100
SAN MATEO CA 94403-1270

• **INFORMATION ABOUT THIS BILL**

IN CASE OF ERRORS OR QUESTIONS - Please call your billing representative if you have any questions concerning the current charges or other information on this invoice. Numbers are located on the reverse side - or call (650) 372-6200.

CHANGE OF OWNERSHIP - It is the owner's responsibility to notify Environmental Health of a change of ownership. Please complete the "Change of Owner Notification" form below **if you are the new owner** or if you have sold the business. Filling out the form below does not replace an application. A follow-up from a program inspector may be required to gather additional non-fiscal information.

CHANGE IN MAILING INFORMATION - If you would prefer that bills be mailed to another location, please indicate the new address by crossing out the old mailing address and writing in the new one; we will update your account.

EFFECTIVE DATES - All charges made during the middle of the month are effective on the 1st day of the following month.

PAYMENT METHODS - Payments may be made through the mail by personal check, money order, or cashier's check. Cash is accepted for payments made in the office only.
Online payments: www.smchealth.org/ehfees. For online payments, we accept the following: Visa or MasterCard, and E-Checks.

• **RETURNED CHECKS**

Checks returned from the bank will be charged a **\$25.00** "Returned Check" fee. Subsequent payments must be made by either cashier's check, money order or cash.

• **REFUNDS & OVERPAYMENTS**

REFUNDS - County policy provides that credits of more than \$15.00 require a written request from the payer. We will provide the form via email, US Mail or FAX, upon request. Refunds require verification by County inspection staff prior to processing the request so please allow 3-4 weeks to receive your refund.

• **ENVIRONMENTAL HEALTH PROGRAMS**

The Environmental Health Division ensures a safe and healthful environment in the county's 20 cities and unincorporated areas through education, monitoring and enforcement of a variety of regulatory programs as well as ongoing services to the community.

Environmental Health does not receive tax revenue to support regulatory programs. The County Board of Supervisors approves the fees charged by Environmental Health. Fees are established to cover the program costs for conducting inspections, responding to complaints and ensuring that programs comply with the State laws that mandate monitoring and enforcement by the County.

For additional information regarding our programs, please visit our website at:
<http://www.smchealth.org/environmentalhealth>.

PLEASE DETACH AND RETURN IN THE ENVELOPE PROVIDED

REV: 3-09/24/19

Existing Account Number: _____

Business Name: _____

Owner Name: _____

Address: _____

Mailing Address: _____

City: _____

City: _____

Phone: _____

Phone: _____

Mailing Address (if different): _____

Signature: _____

Date: _____

Email Address: _____



SAN MATEO COUNTY

ENVIRONMENTAL HEALTH

2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403

Owner Name: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Account #: AR0083550

FACILITY NAME, ADDRESS AND FEE DESCRIPTION	INVOICE DATE	INVOICE NUMBER	UNITS	AMOUNTS
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NEW! Online payments are now available!

To make a payment please visit www.smchealth.org/ehfees or call General (650)372-6200:
For any additional questions please call: Food (650)372-6218 or (650)372-6228 HazMat (650)372-6219 Apartment (650)372-6221

PENALTY INFORMATION:

During the San Mateo County Health Officer Order for Shelter in Place, Environmental Health will not be assessing late payment penalties. We are all being impacted by the COVID-19 pandemic and we understand these are challenging and unprecedented times.

Please visit our website at www.smchealth.org for more information.
For Customer Service, write: San Mateo County Environmental Health, 2000 Alameda de las Pulgas, Suite 100, San Mateo, CA 94403-1269

