



Midpeninsula Regional
Open Space District

FUND BY

MEASURE AA

2014 OPEN SPACE BOND

BOND OVERSIGHT COMMITTEE – MEASURE AA

February 28, 2023

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 17, 2023 meeting, the Bond Oversight Committee (BOC) affirmed *Agreed Upon Procedures* to select transactions for the single land purchase, 12 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 17, 2023, to review the single land purchase, 12 of the 25 highest non-land expenditures, and 7 other expenditures, as selected by the BOC for the Fiscal Year ending June 30, 2022 (FY22). 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 - Expenditure related to the single land purchase for FY22

Attachment 3 - 12 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 March 14, 2023 in preparation for a presentation to the Board of Directors on April 12, 2023.

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 Expenditure related to the land purchase
- 3 - Documentation for 12 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

ATTACHMENT 1

PROJECT	VENDOR	DESCRIPTION	AMOUNT
1 - Land	MAA23-009	Vielbaum Purchase	\$ 168,052.50
1 - BOC	MAA03-005	SWCA Environmental Consultants	\$ 10,367.50
2 - BOC	MAA05-007	Condor Country Consulting	\$ 7,701.11
3 - BOC	MAA06-002	Mig, Inc.	\$ 4,308.63
4 - BOC	MAA10-001	Waterways Consulting	\$ 20,127.14
5 - BOC	MAA21-004	John Northmore Roberts & Associates	\$ 17,169.84
6 - BOC	MAA25-002	Ecological Concerns, Inc.	\$ 9,000.00
7 - BOC	MAA25-002	County of Santa Clara Dept. of Environ. Health	\$ 1,526.00
1 - Top 25	MAA21-006	George Bianchi Construction Inc	\$ 512,587.54
2 - Top 25	MAA25-002	CVE Demolition, Inc.	\$ 211,171.25
3 - Top 25	MAA21-006	George Bianchi Construction Inc	\$ 149,336.00
4 - Top 25	MAA21-006	George Bianchi Construction Inc	\$ 136,550.45
5 - Top 25	MAA21-006	Coastwide Environmental Technologies, Inc.	\$ 110,000.00
6 - Top 25	MAA09-006	Ronald Seever	\$ 76,475.00
7 - Top 25	MAA20-002	Aecom Technical Services Inc	\$ 64,113.56
8 - Top 25	MAA05-011	Hammer Fences	\$ 63,200.00
9 - Top 25	MAA20-002	Aecom Technical Services Inc	\$ 59,308.93
10 - Top 25	MAA21-007	Hanford Applied Restoration & Conservation	\$ 35,880.00
11- Top 25	MAA21-010	Albion Environmental Inc	\$ 32,039.66
12 - Top 25	MAA21-006	SCA Environmental Inc	\$ 31,781.09
			<u>\$ 1,720,696.20</u>

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: *Land Acquisition* *Top 25 Expenses* *BOC Member Invoice Selection*

Vendor	Old Republic Title (escrow)	Date	01/27/2022
Project #	MAA23-009	GL #	30-20-230-8101.01/8204.01
Invoice Amount	\$168,052.50	Invoice #	N/A
Project Manager*	Allen Ishibashi	Title*	Senior Real Property Agent
Description	Purchase of 41.76-acre Vielbaum Property.		
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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-22-07
Meeting 22-02
January 12, 2022

AGENDA ITEM 7

AGENDA ITEM

Proposed Purchase of the Vielbaum Property as an addition to Sierra Azul Open Space Preserve located in unincorporated Santa Clara County (Assessor's Parcel Number 562-10-003)

GENERAL MANAGER'S RECOMMENDATIONS *den*

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 Vielbaum Property at a cost of \$168,000 with corresponding authorization for a Fiscal Year 2021-22 budget adjustment of the same amount, and an additional adjustment of \$10,000 for miscellaneous costs related to this transaction, for a total budget adjustment of \$178,000.
3. Adopt a Preliminary Use and Management Plan for the Property, as set out in the staff report.
4. Withhold dedication of the Vielbaum Property as public open space at this time.

SUMMARY

The General Manager recommends purchasing the 41.76-acre Vielbaum Property (Property) at a purchase price of \$168,000 (\$4,023 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 \$168,000 to the Fiscal Year 2021-22 (FY22) budget would be required to proceed with the acquisition. An additional \$10,000 budget adjustment is needed to cover the title insurance, escrow fees, and miscellaneous costs related to this transaction. Currently, there is no budget allocation for this project; if approved, the total increase to the FY22 budget would be \$178,000.

DISCUSSION

The Midpeninsula Regional Open Space District (District) proposes to purchase the 41.76-acre Property consisting of one legal parcel. The Property is located a half-mile north of Mount Thayer, 1.25 miles northwest of Mount Umunhum, and is bordered by the 19,300.82-acre Sierra Azul Open Space Preserve to the north, west, and east and private property to the south. Purchase of the Property would permanently protect forested lands and wildlife habitat within the Upper Los Gatos Creek watershed and further the greenbelt connection of protected open space and wildlife corridors. This purchase advances Measure AA Portfolio #23, *Sierra Azul*:

Mt. Umunhum Public Access and Interpretation Projects, as it secures additional property rights in the Mount Umunhum area.

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

Situated on the slopes above Soda Spring Canyon, the rhombus-shaped Property is highly visible from District lands and is a natural extension to the Mount Umunhum area of the Preserve. The Property is approximately 3,000 feet in elevation and drains into the Upper Los Gatos Creek watershed. The Property cannot be accessed via any existing roads.

Land Use and Improvements

The Property is vacant and unimproved, with no utilities. The Property falls within Santa Clara County's landslide hazard zone and the State's seismic hazard zone.

Habitat and Natural Resources Value

The dominant vegetation community on the Property is the fire-adaptive California Bay Forest, which covers about 90% of the area. The Property is within the Santa Clara County Wildfire Influence Zone, which contains wildfire susceptible vegetation up to 1.5 miles from the Wildland Urban Interface or Wildland Urban Intermix. The Property provides habitat for several large animal species, including deer, coyotes, foxes, bobcats, and mountain lions. In addition, a wide variety of small mammals, including woodrats, birds, and other species occupy or migrate through the area. 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 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. An unnamed intermittent tributary of Soda Springs Creek flows down through the northeast corner of the Property through Soda Spring Canyon and into Lexington Reservoir.

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 and 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 Ordinance Section 1.20.070, low-intensity outdoor recreation and open space preserves are allowable uses in an HS zoning designation and shall be exempt from the Zoning Ordinance.

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.
Patrol:	Routinely patrol the Property.
Resource Management:	Conduct plant and animal management activities to protect natural resources as well as minor erosion and sediment control measures to protect water resources, consistent with the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Open Space Maintenance and Restoration Program, and regulatory permits.
Wildfire Fuel Management:	Implement standard District-wide fuel management and defensible space practices consistent with the District's adopted Wildland Fire Resiliency Program.

CEQA COMPLIANCE

Project Description

The project consists of the purchase of the 41.76-acre Property as an addition to the District's Sierra Azul 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:

R-22-07

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. The PUMP includes minor erosion control work as necessary, wildland fuel management, and minor natural resource management activities, covered under the District's adopted Resource Management Policies, Integrated Pest Management Program Guidance Manual, Wildland Fire Resiliency Program, the mitigation measures adopted pursuant to Final Environmental Impact Reports of the cited plans and policies, and the District's Open Space Maintenance and Restoration Program and Mitigated Negative Declaration, and regulatory permits as applicable.

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 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 to be preserved as open space and incorporate it into the Sierra Azul Open Space Preserve.

TERMS AND CONDITIONS

The 41.76-acre Vielbaum Property is proposed for purchase at a sale price of \$168,000 (\$4,023 per acre). The Property would be purchased as-is on an all-cash basis. Escrow would close on or before January 31, 2022.

FISCAL IMPACT

Land acquisitions brought before the Board for approval include a budget adjustment/increase to the adopted budget. If approved, an increase of \$168,000 for the acquisition and \$10,000 to cover associated costs related to this transaction are required. If approved, a total increase of \$178,000 to the FY22 budget is required.

Vielbaum Property Purchase Amount <i>(includes \$10,000 option deposit, which is separate from misc transactional fees)</i>	\$168,000
Total Land Purchases approved to date for FY22	\$4,800,000
Total FY22 Land Purchases (if approved)	\$4,968,000

The following table outlines the Measure AA Portfolio 23 *Sierra Azul: Mt. Umunhum Public Access and Interpretation Projects* allocation, costs-to-date, projected future project expenditures and projected portfolio balance remaining.

MAA23 Sierra Azul: Mount Umunhum Public Access and Interpretive Projects Portfolio Allocation:	\$27,972,000
Grant Income (through FY25):	\$1,320,000
Total Portfolio Allocation:	\$29,292,000
Life-to-Date Spent (as of 11/18/21):	(\$22,966,838)
Encumbrances:	\$0

Vielbaum Property Acquisition:	(\$168,000)
MAA23-009 Title Insurance, Escrow Fees, Survey and Miscellaneous Costs:	(\$10,000)
Remaining FY22 Project Budgets:	\$0
Future MAA23 project costs (projected through FY25):	\$0
Total Portfolio Expenditures:	(\$23,144,838)
Portfolio Balance Remaining (Proposed):	\$6,147,162

The following table outlines the Measure AA Portfolio 23 *Sierra Azul: Mt. Umunhum Public Access and Interpretation Projects* allocation, costs-to-date, and the fiscal impact related to the Property purchase.

MAA23 Sierra Azul: Mount Umunhum Public Access and Interpretive Projects Portfolio Allocation:	\$27,972,000
Grant Income (through FY25):	\$1,320,000
Total Portfolio Allocation:	\$29,292,000
Projected Project Expenditures (life of project):	
23-001 Mt. Um Road & Trail Property Rights	(\$1,271,318)
23-002 Mt. Um Trail	(\$959,548)
23-004 Mt. Um Summit Restoration, Parking & Landing Zone	(\$10,458,358)
23-005 Mt. Um Guadalupe Creek Overlook & Bridges	(\$259,311)
23-006 Mt. Um Road Design/Permitting/Construction	(\$6,282,378)
23-007 Twin Creeks Land Conservation	(\$3,735,925)
23-009 Vielbaum Property Acquisition	(\$178,000)
Total Portfolio Expenditures:	(\$23,144,838)
Portfolio Balance Remaining (Proposed):	\$6,147,162

BOARD COMMITTEE REVIEW

Due to the simple nature and low value of this potential purchase, this item was not presented to the Real Property Committee.

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 January 31, 2022, 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 2021-22 General Fund Capital Budget, Authorizing the General Manager or Other Officer to Execute Certificate of Acceptance of Grant to District,

and Authorizing the General Manager to Execute any and all Other Documents Necessary or Appropriate to Closing of the Transaction (Sierra Azul Open Space Preserve - Lands of Vielbaum)

2. Vielbaum Property Location Map

Responsible Department Manager:
Michael Williams, Real Property Manager

Prepared by:
Jasmine Leong, Real Property Agent I, Real Property Department

Graphics prepared by:
Francisco Tapia Lopez, GIS Technician

01/24	40.23	Checknuptege C Transfer XXXXX / 00 Midpeninsula Regional
01/25	14.35	Shopify Transfer St-G7V3N3W2A2O0 Midpeninsula Regional
01/28	300,000.00	Santa Clara Coun Vendor Pmt 2003989449
\$3,634,557.25		Total electronic deposits/bank credits
\$3,634,557.25		Total credits

Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	01/03	135,321.68	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873
	01/04	129,722.93	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873
	01/07	131,095.37	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873
	01/07	10,415.24	Pgande Web Online Jan 22 04256766122221 Midpeninsula Regional
	01/07	4.71	Pgande Web Online Jan 22 04255105122221 Midpeninsula Regional
	01/10	148,234.39	Commercial Card Payment
	01/10	226,654.63	< Business to Business ACH Debit - Calpers 1800 2857159579 100000016651928
	01/11	948.96	Client Analysis Srvc Chrg 220110 Svc Chge 1221 000000108390201
	01/13	76.14	Pgande Web Online Jan 22 04436464122421 Midpeninsula Regional
	01/14	111,079.48	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873
	01/19	3,274.82	ACH Origination - Mrosd - File 0941347393 Coid 3942231873
	01/20	867.58	Pgande Web Online Jan 22 05027726123121 Midpeninsula Regional
	01/21	120,609.95	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873
	01/24	2,113,694.99	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873
	01/27	158,000.00	WT Fed#00907 Comerica Bank /Ftr/Bnf=Old Republic Title Company Srf# Maa23-009 Trn#220124146514 Rfb# 169
	01/28	392,805.92	ACH Origination - Midpeninsula Reg - File 2942231873 Coid 2942231873
	01/31	1,000.00	< Business to Business ACH Debit - Neopost Advance Advance 0008089411 Midpeninsula Regional
\$3,683,806.79		Total electronic debits/bank debits	

< **Business to Business ACH:** If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

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Sheet Seq = 0058935
Sheet 0002 of 0004



Santa Clara County Recorder - Official Records

Payment Date: 2/1/2022
Payment Status: AUTHORIZED
Confirmation Number: 138272899
Payment Method: Credit Card
Number: *****8454

Bill To: Aaron Peth
330 Distel Circle
Los Altos CA 94022 US

Product: Clerk Payment
Reference: CEQA - MIDPENINSUAL
Amount: \$50.00

Agency Amount: \$ 50.00
LexisNexis Service Fee: \$ 2.50
Total Amount: \$ 52.50

Your payment was made through Phone.

For business or technical support, please send an email to paymentsolutions@lexisnexis.com

LexisNexis Payment Solutions
LexisNexis VitalChek Network Inc.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter called "Agreement") is made and entered into by and between Walter H. Vielbaum and Norma E. Vielbaum, as Trustees of the Walter H. & Norma E. Vielbaum Trust of 1990 dated November 16, 1990, as to an undivided 73.4% interest; and Walter H. Vielbaum and Norma E. Vielbaum, as Co-Trustees of the Herbert C. Vielbaum Irrevocable Trust of 1993, as to an undivided 26.6% interest (hereinafter called "Seller") 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, Seller is the owner of certain real property which has open space and recreational value, located within an unincorporated area of the County of Santa Clara, 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, Seller wishes 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.

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. Seller agrees to sell to District and District agrees to purchase from Seller, Seller's real property located within an unincorporated area of the County of Santa Clara, State of California, containing approximately Forty One and Seventy-Six Hundredths (41.76) acres, more or less, and commonly referred to as Santa Clara County Assessor's Parcel Number 562-10-003. Said property is further described in the Legal Description attached to Preliminary Title Report Number 0626033697 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 One Hundred Sixty-Eight Thousand and No/100 Dollars (\$168,000.00) 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 11 herein, an escrow shall be opened at Old Republic Title Company, 361 Lytton Avenue, Suite 100, Palo Alto, CA, 94301, (650) 321-0510 (Escrow number 0626033697) 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. 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 January 31, 2022, 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 Santa Clara County.

B. Seller 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. Seller 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 One Hundred Fifty-Eight Thousand and No/100 Dollars (\$158,000.00) which is the balance of the Purchase Price of One Hundred Sixty-Eight Thousand and No/100 Dollars as specified in Section 2. The balance of \$10,000.00 is paid into escrow in accordance with Section 11 of this Agreement.

E. Seller shall pay the escrow fees, the CLTA Standard Policy of Title Insurance, if required by District, 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 Seller in the manner customary in Santa Clara County.

F. Property Taxes and any penalties and/or costs levied for prior tax years or for the current tax year that constitute a lien on the Property shall be paid by Seller through escrow at close of escrow. Taxes and any penalties and costs that are assessed for the current fiscal year shall be paid by Seller in accordance with the provisions of California Revenue and Tax Code (“Code”) Section 5086. The District shall have no responsibility to reimburse Seller for any taxes paid by Seller that are allocable to that part of the fiscal year which begins on the “date of apportionment,” as defined in Code Section 5082. Seller shall be solely responsible for seeking any refund, for which Seller may be eligible, under Code Section 5096.7, provided that District shall cooperate with Seller in connection with any such refund request.

G. Seller shall cause Old Republic Title Company, or other title company acceptable to District and Seller, 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 \$168,000.00 for the Property showing title to the Property vested in fee simple in District, subject only to: (i) current real property taxes, ii) exceptions 1-8, 11, 12, 16-19 as listed in the Preliminary Title Report (Exhibit A) dated October 4, 2021, 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.

H. 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 Santa Clara 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 Seller Escrow Holder's check for the full purchase price of the Subject Property (less Seller's portion of the expenses described in Section 3.E. and 3.F.), and to District or Seller, 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. Seller's Representations and Warranties. For the purpose of consummating the sale and purchase of the Property in accordance herewith, Seller makes 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. Seller has 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 Seller to District now or at the Closing have been or will be duly authorized and executed and delivered by Seller and are legal, valid and binding obligations of Seller 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 Seller is a party or by which Seller may be bound or any articles, bylaws or corporate resolutions of Seller.

C. Leases or Occupancy of Premises. There exist no oral or written leases, licenses, or rental agreements affecting all or any portion of the Subject Property. Seller further warrants and agrees to hold District free and harmless and to reimburse District for any and all costs, liability, loss, damage or expense, including fees and 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.* Seller understands and agrees that the provisions of this Section shall survive the close of escrow and recordation of any Grant Deed(s).

D. Good Title. Seller has and at the Closing date shall have good, marketable and indefeasible fee simple title to the Subject Property and the interests therein to be conveyed to District hereunder, free and clear of all liens and encumbrances of any type whatsoever and free and clear of any recorded or unrecorded option rights or purchase rights or any other right, title or interest held by any third party except for the exceptions permitted under the express terms hereof, and Seller shall forever indemnify and defend District from and against any claims made by any third party which are based upon any inaccuracy in the foregoing representations.

6. Integrity of Property. Except as otherwise provided herein or by express written permission granted by District, Seller shall not, between the time of Seller's 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. Disclosure of Property Related Documents. Upon Seller executing this Agreement, Seller shall have furnished to District all documents in Seller's possession or control, or reasonably obtainable from Seller's consultants, attorneys or agents, which consist of the following types of documents.

A. Reports, studies, audits, investigations, inspections, appraisals, tests, and other inquiry materials concerning any physical condition of the Subject Property, or any improvement, structure, facility, road, utility, or water facilities thereupon, including, but not limited to, the environmental or geotechnical condition of the Subject Property and such improvements;

B. Environmental impact reports, CEQA documents, zoning, land use or development applications or documents relating to the Subject Property;

C. Government licenses, permits, entitlements or certificates applicable to ownership, use, operation or occupancy of the Subject Property;

D. Reports, permits, inspections or other materials concerning the physical condition of the residential structures, auxiliary structures, water systems, septic systems, utilities and infrastructure associated with improvements located on the subject property;

By executing this Agreement, Seller warrants and affirms that it has furnished to District all such documents. If Seller has actual knowledge of the existence of any of the foregoing types of documents and such documents are not in Seller's possession or control or reasonably obtainable from Seller's consultants, attorneys or agents, upon executing this Agreement, Seller shall identify in writing all such documents and provide District with a list of the same. The foregoing shall be collectively referred to as the "Property Related Documents". District shall have a period of forty five (45) days after receipt of a signed copy of this Agreement from Seller to review any and all Property Related Documents subject to the limitations below, complete any investigation or inspection of the Subject Property ("Examination Period") required by it to satisfy itself regarding any concerns District may have related to these Property Related Documents or to the physical condition of the Subject Property including without limitation environmental, geologic, flood or safety conditions. If District, in its sole discretion, for any reason disapproves the condition of the Subject Property, including any of the other matters referred to herein, on or before the last day of the Examination Period, then District may terminate this Agreement by written notice of such termination to Seller and to Escrow Holder on or before the expiration of the Examination Period.

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, Seller makes 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) The Property does not contain any Hazardous Waste or underground storage tanks.

(ii) Seller and the Property are in compliance with all applicable federal, state and local laws, statutes, ordinances, orders, guidelines, rules and regulations pertaining to Hazardous Waste or underground storage tanks.

(iii) At the time Seller acquired the Property, Seller did not know and had no reason to know that any Hazardous Waste was present, used, manufactured, handled, generated, stored, treated, discharged, buried or disposed of on, under or about the Property, or had been transported to or from the Property.

(iv) Seller has not undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Property of any Hazardous Waste, or the transportation to or from the Property, of any Hazardous Waste.

(v) There is no pending or, to Seller's knowledge, threatened litigation or proceedings before any administrative agency in which any person or entity alleges the 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.

(vi) Seller has not received any notice and has no knowledge or reason to know that any governmental authority or any employee or agent thereof has determined, or threatens 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.

(vii) There have been no communications or agreements with any governmental authority or agency (federal, state or local) or any private entity, including, but not limited to, any prior owners of the Property, relating in any way to the 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.

C. Indemnity. Seller shall indemnify, defend and hold harmless District from and against any legal or administrative proceedings brought against District, and all claims, liabilities losses, damages, and costs, foreseen and unforeseen, including without limitation, attorney, engineering and other professional or expert fees, directly or indirectly arising from any breach of the warranties or representations contained herein, or arising from related to or connected with the existence of any Hazardous Waste of any kind on or in the property, except when any Hazardous Waste contamination was caused solely by District. Seller shall be solely and completely responsible for responding to and complying with any administrative notice, order, request, or demand, or any third party claim or demand relating to potential or actual Hazardous Waste contamination on or in the Property, including any and all costs of remediation

and cleanup, except when such contamination was caused solely by District. In addition to any remedies provided in this subsection, in the event Hazardous Waste is found to exist on the property, District may exercise its right to bring an action against Seller to recover any cleanup, repair or remediation costs from Seller and/or any other person or persons determined to have responsibility for the presence of Hazardous Waste on the Property.

9. Waiver of Relocation Benefits and Statutory Compensation. Seller and District understand and agree that Seller is selling and the District is purchasing the Property for the purposes of protecting fish and wildlife habitat, providing recreational areas and preserving open space. As a result, Seller and tenants are not entitled to relocation benefits under the California Relocation Assistance Act, Government Code Section 7260 *et seq.* (Gov't Code section 7260(3)(E)). In the event Seller is 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.*), or the California Relocation Assistance Act, Government Code Section 7260 *et seq.*, Seller hereby waives any and all existing and/or future claims or rights Seller 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. Seller has 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. Miscellaneous Provisions.

A. Access for Investigations. From the date Seller delivers 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 Seller, 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 Seller's prior written consent, which shall not be unreasonably withheld or delayed and further provided that District shall give Seller at least 24 hours' prior notice of each proposed entry by District. District shall indemnify, protect, defend and hold Seller 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. Attorneys' Fees. If either party hereto incurs any expense, including reasonable attorneys' fees, in connection with any action, proceeding or arbitration instituted by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party reasonable expenses and attorneys' fees in the amount determined by the Court, or arbitrator, in the case of arbitration, whether or not such action, proceeding or arbitration goes to final judgment. In the event of a settlement or final judgment in which neither party is awarded all of the relief prayed for, the prevailing party as determined by the Court, or arbitrator in the case of arbitration, shall be entitled to recover from the other party reasonable expenses and attorneys' fees.

D. 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 Seller 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 Seller 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.

E. 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.

F. 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 or other similar electronic medium, addressed as indicated as follows:

Seller: Walter H. and Norma E. Vielbaum
1516 La Mesa Drive
Burlingame, CA 94010-5922
Telephone: 650-303-2307 (Gary Vielbaum)
Email: n6shr@aol.com (Gary Vielbaum)

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

If sent by facsimile or other electronic medium, a confirmed copy of such 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.

G. 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.

H. 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.

I. 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.

J. 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.

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

L. Survival of Covenants. All covenants of District or Seller 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.

M. 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.

N. 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.

O. 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.

P. Broker's Commission. District shall not be responsible for any real estate commission or other related costs or fees in this transaction. Seller agrees to and does 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 Seller in connection with this transaction.

Q. 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.

R. 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.

S. 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 Santa Clara 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 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 INITIAL *NRK* DISTRICT INITIAL *MCH*

11. Acceptance. Provided that this Agreement is executed by Seller and delivered to District on or before November 5, 2021, District shall have until midnight on January 26, 2022 ("Option Deadline") to accept and execute this Agreement, and during said period this instrument shall constitute an option and irrevocable offer by Seller 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 Seller acknowledges deposit into escrow of the sum of Ten Thousand Dollars and No/100 (\$10,000.00), 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 Seller 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.

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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:

DocuSigned by:

Ana Ruiz

B0890649F640410...

Ana Ruiz, General Manager

01/13/2022

Date

SELLER:

Walter H. Vielbaum and Norma E. Vielbaum, as Trustees of the Walter H. & Norma E. Vielbaum Trust of 1990 dated November 16, 1990, as to an undivided 73.4% Interest; and Walter H. Vielbaum and Norma E. Vielbaum, as Co-Trustees of the Herbert C. Vielbaum Irrevocable Trust of 1993, as to an undivided 26.6% interest

Walter H. Vielbaum

Walter H. Vielbaum, Trustee

OCTOBER 29 2021

Date

ATTEST:

DocuSigned by:

Jennifer Woodworth

0293EG84FCB04CE...

Jennifer Woodworth, District Clerk

Date: 01/13/2022

Date:

Norma E. Vielbaum 10/29/21

Norma E. Vielbaum, Trustee

Date

ACCEPTED FOR RECOMMENDATION

Michael C. Williams

Michael C. Williams, Real Property Manager

APPROVED AS TO FORM:

DocuSigned by:

Hilary W. Stevenson

DB011C343287445...

Hilary Stevenson, General Counsel

ORDER NO. : 0626033697

EXHIBIT A

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

All of Lot 15, Section 1, Township 9 South, Range 1 West, Mount Diablo Base and Meridian.

APN: 562-10-003



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

PRELIMINARY REPORT

Our Order Number 0626033697-AC

MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT
330 Diestel Circle
Los Altos, CA 94022

When Replying Please Contact:

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

Buyer:

Midpeninsula Regional Open Space District

Property Address:

Apn 562-10-003, , CA
[Unincorporated area of Santa Clara 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 October 4, 2021, at 7:30 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033697-AC

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. 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:

Walter H. Vielbaum and Norma E. Vielbaum, as Trustees of the Walter H. & Norma E. Vielbaum Trust of 1990 dated November 16, 1990, as to an undivided 73.4% interest; and

Walter H. Vielbaum and Norma E. Vielbaum, as Co-Trustees of the Herbert C. Vielbaum Irrevocable Trust of 1993, as to an undivided 26.6% interest, subject to Exception No. 15

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

All of Lot 15, Section 1, Township 9 South, Range 1 West, Mount Diablo Base and Meridian.

APN: 562-10-003

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, as follows:

Assessor's Parcel No	:	562-10-003	
Bill No.	:	562-10-003-00	
Code No.	:	080-001	
1st Installment	:	\$356.90	NOT Marked Paid
2nd Installment	:	\$356.90	NOT Marked Paid
Land Value	:	\$23,438.00	

2. 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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033697-AC

3. Any special tax which is now a lien and that may be levied within the Santa Clara County Library District, notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said notice(s) for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is \$67.30.

NOTE: Further information on said assessment or special tax can be obtained by contacting:

Name : Fiscal Agent of the Santa Clara County Library District, Joint Powers Authority
Address : 14600 Winchester Blvd., Los Gatos, CA 95032
Telephone No. : (408) 293-2326, Ext. 3004

4. Any Easements, Right, Title, or Interest to Water rights for Mining, Agricultural, Manufacturing, Ditches, Reservoirs or other purposes used in conjunction with said water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts as provided in the patent, and/or acts authorizing the issuance thereof.
5. Water rights, claims or title to water, whether or not shown by the public records.
6. Rights or claims of easements not recorded in the public records.
7. Any lack of access, or a right of access, or a right to access to and from the land (any access coverage contained in this policy and/or endorsements thereto is NOT being provided, notwithstanding any statement therein to the contrary).
8. This parcel of land described is subject to any easement or right of way of the State of California, now in existence, affecting said lands, for use as a forest road, fire break, and telephone line, for forest and fire protection, as disclosed in the Joint Tenancy Deed dated March 19, 1947 and recorded April 4, 1947 in [Book 1425 of Official Records, Page 491](#), Instrument No. 453750.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033697-AC

9. Williamson Act – Land Conservation contract, as follows:

City/County : Santa Clara
Landowner : Herbert C. Vielbaum and Elsie Vielbaum and Walter H. Vielbaum and
Norma Vielbaum
Recorded : [February 23, 1972 in Book 9714 of Official Records, Page 76 under
Recorder's Serial Number 4198321](#)
Contract/File No : 72.069-001

Said matter affects this and other property.

A Notice as follows:

Entitled : Notice of Nonrenewal of Land Conservation Contract
By : Ruth Marston, Deputy Clerk, Board of Supervisors
Recorded : [February 4, 2010 in Official Records under Recorder's Serial Number
20601766](#)

10. Terms and conditions contained in the Herbert & Elsie Vielbaum Trust of 1990 dated May 10, 1990 as disclosed by Grant Deed.

Dated : May 25, 1990
Recorded : [June 15, 1990 in Book L388 of Official Records, Page 1893 under
Recorder's Serial Number 10558227](#)

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.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033697-AC

11. Terms and conditions contained in the Walter H. and Norma E Vielbaum Trust of 1990 dated November 16, 1990 as disclosed by Grant Deed.

Dated : November 16, 1990
Recorded [December 11, 1990 in Book L563 of Official Records, Page 0448 under Recorder's Serial Number 10746597](#)

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.

12. Terms and conditions contained in the Herbert C. Vielbaum Irrevocable Trust of 993 as disclosed by Quitclaim Deed.

Dated : December 12, 2019
Recorded [December 30, 2019 in Official Records under Recorder's Serial Number 24369296](#)

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.

13. Any lien for Federal Estate Tax payable by reason of the death of Herbert Charles Vielbaum.

14. Any lien for California Estate Tax payable by reason of the death of Herbert Charles Vielbaum.

**OLD REPUBLIC TITLE COMPANY
ORDER NO. 0626033697-AC**

- 15. The requirement that, a resignation of trustee, or affidavit of death of trustee or amendment of the trust for Elsie Vielbaum as Trustee of the Herbert & Elsie Vielbaum Trust of 1990 dated May 10, 1990, to be established of record.

- 16. Any unrecorded and subsisting leases.

- 17. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

- 18. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).

- 19. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

----- **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 and 2.1.

OLD REPUBLIC TITLE COMPANY
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- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land vacant land known as Apn 562-10-003, Santa Clara County, CA.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

Quitclaim Deed executed by Walter H. Vielbaum, as Trustee of the Herbert & Elsie Vielbaum Trust of 1990 to Walter H. Vielbaum and Norma E. Vielbaum, as Co-Trustees of the Herbert C. Vielbaum Irrevocable Trust of 1993, as to an undivided 26.6% interest recorded [December 30, 2019 in Official Records under Recorder's Serial Number 24369296](#).

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

Instrument

Entitled : Grant Deed
By/From : Walter H. Vielbaum and Norma E. Vielbaum, husband and wife, as joint tenants
To : Walter H. Vielbaum and Norma E. Vielbaum, as Trustees of the Walter H. and Norma E. Vielbaum Trust of 1990 dated November 16, 1990, an undivided one-half interest
Dated : November 16, 1990
Recorded : December 11, 1990 in Book L563 of Official Records, Page 0448 under Recorder's Serial Number 10746597

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

Instrument
Entitled : Quitclaim Deed And Declaration of Community Property
By/From : Norma E. Vielbaum, her undivided Seven and Eight-tenths (7.8) percent interest
To : Walter H. Vielbaum and Norma E. Vielbaum, as Trustees of the Walter H. and Norma E. Vielbaum Trust of 1990 dated November 16, 1990
Dated : May 20, 1993
Recorded : July 20, 1993 in Book M895 of Official Records, Page 1042 under Recorder's Serial Number 12007449

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

Instrument
Entitled : Quitclaim Deed And Declaration of Community Property
By/From : Norma E. Vielbaum, her undivided Seven and Eight-tenths (7.8) percent interest
To : Walter H. Vielbaum and Norma E. Vielbaum, as Trustees of the Walter H. and Norma E. Vielbaum Trust of 1990 dated November 16, 1990
Dated : September 27, 1994
Recorded : [October 4, 1994 in Book N621 of Official Records, Page 0948 under Recorder's Serial Number 12674876](#)

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

Instrument
Entitled : Quitclaim Deed And Declaration of Community Property
By/From : Norma E. Vielbaum, her undivided Seven and Eight-tenths (7.8) percent interest
To : Walter H. Vielbaum and Norma E. Vielbaum, as Trustees of the Walter H. and Norma E. Vielbaum Trust of 1990 dated November 16, 1990
Dated : May 17, 1995
Recorded : [June 16, 1995 in Book N887 of Official Records, Page 1210 under Recorder's Serial Number 12921305](#)

O.N.
am

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.

Exhibit I

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (06/17/06)
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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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 no longer 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)

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"> • 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.
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"> • Old Republic Title does not share with non-affiliates so they can market to you
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"> • Old Republic Title doesn't jointly market.

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](#).

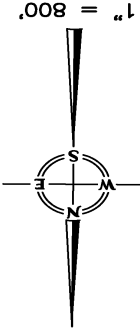
Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify 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.

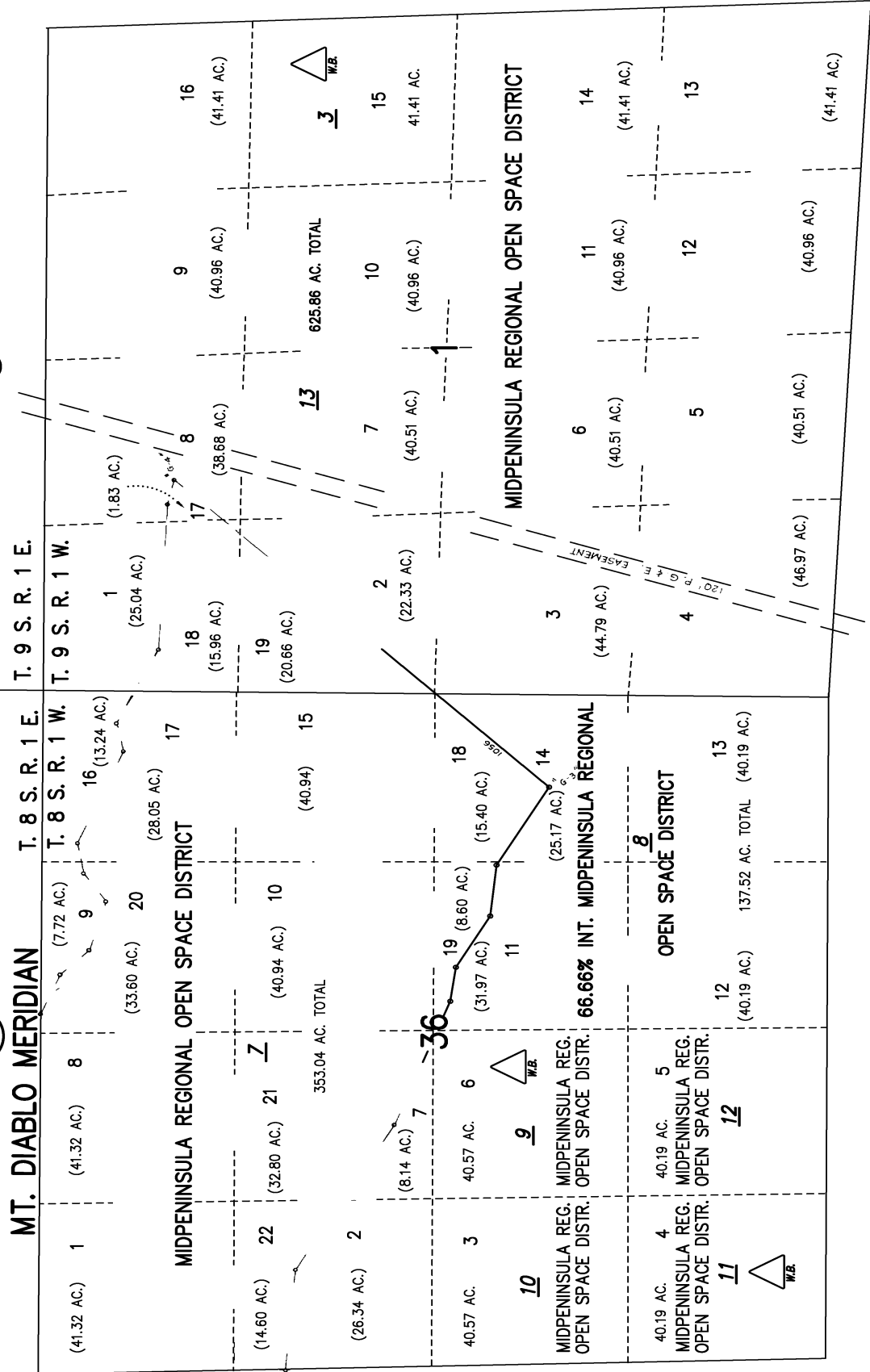
You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

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.



BOOK 575



BOOK 537

BOOK 558

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	Hammer Fences	Date	10/25/2021
Project #	MAA05-011	GL #	30-61-621-8205.10
Invoice Amount	\$63,200.00	Invoice #	#30103
Project Manager*	Omar Smith	Title*	Senior Property Mgmt Specialist
Description	Construction/installation of fencing at Lone Madrone Ranch.		

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.

Hammer Fences

INVOICE

21693 S. Lammers Road
Tracy, Ca 95304
209-321-0507 P/209-835-0152 F
Hammerfenceb@gmail.com

INVOICE #30103
DATE 10/25/2021

To:
Mid Peninsula Regional Open Space District
330 Distel Circle
Los Altos, Ca 94022

Description **Amount**

P.O. # 2022-54

Construction and installation of approximately 4,000 lineal feet of 4-wire livestock fence (top 3 wires are 4-pt. barbed, bottom wire is smooth) and six 12-foot and two 14-foot drive gates, plus one pedestrian gate. Installation of leg and H-braces as required per specs and reflected in contract details.

See contract for details of project.

Full contract payment for Lone Madrone Ranch Interior Fencing Project. \$63,200.00

Make all checks payable to Hammer Fences
Payment is due upon receipt.

If you have any questions concerning this invoice, contact Jennifer Hammerstrom | 209-321-0509 | hammerfenceb@gmail.com

THANK YOU FOR YOUR BUSINESS!



Omar Smith

Senior Property Management Specialist
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
P:(650)591-1200 F:(650)691-0485
C:(619)708-9364
osmith@openspace.org
www.openspace.org

Contract # & Amt: **2022-10 \$63,200**

PO # & Balance: **2022-54 \$63,200**

PO Complete (Y or N) Amt to Pay: **Y \$63,200**

G/L Acct: **30-61-621-8205.10**

Project #: **MAA05-011**

Batch #: 2022-169

Approved By: **Omar Smith**

Description: **Completion of a livestock fence along the access road of the boundary between District land and neighbor Mike Glass. Fence will keep cattle on road when moving from pasture to pasture and away from riparian area and neighbor's property.**

Signature: *Omar Smith*

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	Ronald Seever	Date	08/17/2021
Project #	MAA09-006	GL #	30-61-621-8205.10
Invoice Amount	\$76,475.00	Invoice #	N/A
Project Manager*	Susan Weidemann	Title*	Property Mgmt Specialist II
Description	Construction of livestock fence – Mindego South Pasture.		

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: [Lisa Jenkinson](#)
Cc: [Debbie Ledger](#); [Gloria Bell](#); [Adriana Headley](#)
Subject: FW: Approved payment to Ronnie Seever for PO#2022-52/contract #2022-8
Date: Tuesday, August 31, 2021 10:17:59 AM
Attachments: [2021-08-17 RSeever invoice for fence.pdf](#)

Hi Lisa,

I have corrected the invoice approval stamp below. It involved changing the G/L from 30-61-621-8205.01 to 30-61-621-8205.10 per the contract routing slip. Sorry for all the confusion. I sent an email to Elly to have her confirm, but she is out. Given the G/L on the contract routing slip was shown as 30-61-621-8205.10 and it was approved that way, I am comfortable stating that is the correct one.

Sure is a lot to keep track of – I thank you all for helping to keep me straight!

Please let me know if there is anything else that I can do (besides not making errors) to help you guys!

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 O
(559) 455-7176 C
Fax: (650) 691-0485
sweidemann@openspace.org
www.openspace.org

From: Susan Weidemann
Sent: Wednesday, August 25, 2021 7:25 PM
To: Accounts Payable <accountspayable@openspace.org>; Gloria Bell <gbell@openspace.org>
Cc: Adriana Headley <aheadley@openspace.org>
Subject: Approved payment to Ronnie Seever for PO#2022-52/contract #2022-8

Contract # & Amt: 2022-8 \$76,800
PO # & Balance: 2022-52 \$76,800
PO Complete (Y or N) Amt to Pay: Y \$76,475
G/L Acct: 30-61-621-8205.10
Project #: MAA09 - 006
Batch #:

Approved By: Susan Weidemann

Description: Construction of 4700' of 4-strand barbed wire, bottom smooth wire, on 10' centers with 6.5' t-posts and sch 40 galvanized fence posts, H-braces and leg braces. Purchase and install 3-12' green powder river drive gates and one 16' hog panel

Signature: *Susan Weidemann*

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) 625-6502 O
(559) 455-7176 C
Fax: (650) 691-0485
sweidemann@openspace.org
www.openspace.org

Ronnie Seever
 22084 Eden Canyon Rd.
 Castro Valley, CA 94552
 925-667-7587

8/17/2021

Bill to: Midpeninsula Regional Open Space District
 Attn: Susan Weidemann sweidemann@openspace.org

PO #2022-52

Construction of new livestock fence on the Mindego South Pasture

Final length measurement 4700' of 52" barbwire fence, 6.5' #133 green t-posts on 10' centers

4 strands of OK Brand galvanized, 4-point barbed wire

1 strand of smooth galvanized wire on bottom

Galvanized sch 40 metal pipe for braces and line posts. Line posts spaced as needed

Deadman put in as needed

8 Galvanized sch 40 metal pipe H braces

4 Galvanized sch 40 metal pipe leg braces 4700' x \$15.75/ft = \$74,025.00

Purchase and installation of 3-medium duty green 12'

Powder river gates 3 x \$750 = \$ 2,250.00

1- 16' hog panel 1 x \$200 = \$ 200.00

TOTAL \$ 76,475.00

Ronnie Seever
 22084 Eden Canyon Rd.
 Castro Valley, CA 94552
 925-667-7587

8/17/2021

Bill to: Midpeninsula Regional Open Space District
 Attn: Susan Weidemann sweidemann@openspace.org

PO #2022-52

Construction of new livestock fence on the Mindego South Pasture

Final length measurement 4700' of 52" barbwire fence, 6.5' #133 green t-posts on 10' centers

4 strands of OK Brand galvanized, 4-point barbed wire

1 strand of smooth galvanized wire on bottom

Galvanized sch 40 metal pipe for braces and line posts. Line posts spaced as needed

Deadman put in as needed

8 Galvanized sch 40 metal pipe H braces

4 Galvanized sch 40 metal pipe leg braces 4700' x \$15.75/ft = \$74,025.00

Purchase and installation of 3-medium duty green 12'

Powder river gates 3 x \$750 = \$ 2,250.00

1- 16' hog panel 1 x \$200 = \$ 200.00

TOTAL \$ 76,475.00

Gloria Bell

From: Susan Weidemann
Sent: Wednesday, August 25, 2021 7:25 PM
To: Accounts Payable; Gloria Bell
Cc: Adriana Headley
Subject: Approved payment to Ronnie Seever for PO#2022-52/contract #2022-8
Attachments: 2021-08-17 RSeever invoice for fence.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Contract # & Amt: 2022-8 \$76,800
PO # & Balance: 2022-52 \$76,800
PO Complete (Y or N) Amt to Pay: Y \$76,475
G/L Acct: 30-61-621-8205.01
Project #: MAA09 - 006
Batch #:

Approved By: Susan Weidemann

Description: Construction of 4700' of 4-strand barbed wire, bottom smooth wire, on 10' centers with 6.5' t-posts and sch 40 galvanized fence posts, H-braces and leg braces. Purchase and install 3-12' green powder river drive gates and one 16' hog panel

Signature: *Susan Weidemann*

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) 625-6502 O
 (559) 455-7176 C
 Fax: (650) 691-0485
sweidemann@openspace.org
www.openspace.org

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	<u>Aecom Technical Services, Inc.</u>	Date	<u>11/18/2021</u>
Project #	<u>MAA20-002</u>	GL #	<u>30-30-320-8202.04</u>
Invoice Amount	<u>\$59,308.93</u>	Invoice #	<u>2000562237</u>
Project Manager*	<u>Jared Hart</u>	Title*	<u>Senior Planner</u>
Description	<u>Professional technical services for the Highway 17 Wildlife & Regional Trail</u>		
	<u>Crossing and Connections project. Expenditures are split 65/35 between</u>		
	<u>MAA20-002 and MAA20-001, respectively.</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
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- 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

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

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- 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: Jared Hart
Sent: Thursday, December 2, 2021 4:40 PM
To: Accounts Payable
Cc: Debbie Ledger; Warren Chan; Andrew Taylor; Julie Andersen; Aaron Peth
Subject: AECOM Invoice # 2000562237 MAA20-002, -001 (HWY 17) Contract # 2020-119 PO# 2022-57
Attachments: Hwy17_Crossings_Oct2021_invoice_20211118.pdf; Hwy17_BudgetTracking_20211118.xlsx

Good afternoon –

Please see attached Invoice #2000562237 from AECOM for services on the Highway 17 Wildlife & Regional Trail Crossing and Connections Project between 9/25/21 – 10/29/21. Please let me know if you have any questions.

Thank you,

Jared

(Planning) AECOM November 2021 invoice #2000562237

Contract & Amount:	2020-119 ; \$2,499,700
PO#:	2022- 57
PO Balance:	\$825,276.67 (Total) \$536,429.83 (65%)
PO Complete (Y/N):	No
Amount to Pay:	\$59,308.93 (65%)
G/L Account:	30-30-320-8202.04
Project#:	MAA20-002
I am approving this invoice electronically: /Jared Hart/	

(NR) AECOM November 2021 invoice # 2000562237

Contract & Amount:	2020-119 \$2,499,700
PO#:	2022- 57
PO Balance:	\$825,276.67 (Total) \$288,846.84 (35%)
PO Complete (Y/N):	No

Amount to Pay:	\$31,935.57 (35%)
G/L Account:	30-80-830-8202.04
Project#:	MAA20-001
I am approving this invoice electronically: Julie Andersen	



Jared Hart, AICP, CPSWQ
Senior Planner
Midpeninsula Regional Open Space District
330 Distel Circle | Los Altos, CA 94022
(650) 625-6535
jhart@openspace.org | www.openspace.org

Invoice Cover Letter

To	Jared Hart Midpeninsula Regional Open Space District	Page	1
Subject	Invoice for Contract Number 2020-119, AECOM Project Number 60635999, Purchase Order Number 2022-057 Hwy 17 Wildlife & Regional Trail Crossing and Trail Connections Project For: September 25, 2021 through October 29,2021		
From	Kristin Tremain Davis, AECOM		
Date	November 18, 2021		

Attached is invoice # 2000562237 for Purchase Order # 2022-057 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 September 25, 2021 through October 29,2021. The total invoice amount is \$ 91,244.50. The current total budget is \$1,394,401.00. To date, the total budget is 50.7% spent and there is \$706,358.99 remaining.

Tasks Performed During This Period:

Task 1 – Project Management

- Project meetings with Midpen, including core team meetings and project manager meetings
- Continued work on contract amendment
- Project management, administration, and coordination with Midpen, Caltrans, and subconsultants

Task 2 – Environmental Studies

- Cultural Resources documentation and Biological Studies reporting

Task 3 – Environmental Documents

- No work for this period

Task 4 – Public Outreach

- Meetings with Caltrans Engineering on design and Caltrans Management on 6-lane design request

Task 5 – Engineering Technical Studies

- Began work on Alternative 1 Infeasibility Memo
- Continued work on Advance Planning Studies (APS) process
- Continued work on preliminary Foundation report and materials memo
- Continued work on Encroachment Policy Exception Report (EPER) for utilities
- Continued work on TMP Data Sheet
- Continued work on GED plans
- Continued work on Construction schedule and project cost estimate

Task 6 – Project Report

- No work for this period

Task 7 – Mitigation Credit Agreement

- No work for this period



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	\$ 10,241.25	\$ 132,582.50	109.09%	35.00%
2 – Environmental Studies	\$ 3,621.25	\$ 122,440.00	39.47%	35.00%
3 – Environmental Documents	\$ -	\$ 31,665.00	20.23%	12.90%
4 – Public Outreach	\$ 1,952.50	\$ 23,378.75	18.75%	15.00%
5 – Engineering Technical Studies	\$ 75,429.50	\$ 364,036.79	66.35%	65.00%
6 – Project Report	\$ -	\$ 962.50	0.96%	1.00%
7 – Mitigation Credit Agreement	\$ -	\$ 17,391.25	95.56%	96.00%
8 – Expenses	\$ -	\$ 13,902.20	100.74%	100.74%
Total	\$ 91,244.50	\$ 706,358.99	50.66%	41.53%

Project Budget Status:

Total contract amount = \$1,394,401.00

Total amount of this invoice = \$ 91,244.50

Total invoiced to date = \$706,358.99

Total Amount remaining = \$688,042.01

If you have any question or concerns, please don't hesitate to contact me at 510-388-9316 or via email at: Kristin.TremainDavis@aecom.com.

Thank you,

Kristin Tremain Davis
Project Manager, AECOM

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2000562237
Invoice Date: 18-NOV-21
Invoice Due Date: 17-JAN-22
Amount Due: \$91,244.50 USD
Project Number: 60635999

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com



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
Account Number [REDACTED]
ABA Number [REDACTED]

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number [REDACTED]
ABA Number [REDACTED]
SWIFT CODE BOFAUS3N

300 Lakeside Drive, Suite 400, Oakland, CA 94612
Tel: 510-893-3600
Fax: 510-874-3268

Federal Tax ID No. 95-2661922

ATTN : JARED HART
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
330 DISTEL CIRCLE
LOS ALTOS, CALIFORNIA 94022
United States

Invoice Date: 18-NOV-21
Invoice Number: 2000562237

Agreement Number: 60635999
Agreement Description:

Payment Term: 60 DAYS
PO # 2020-517

Please reference Invoice Number and Project Number with Remittance

Project Number : 60635999
Bill Through Date : 25-SEP-21 - 29-OCT-21

Project Name : Hwy 17 Wildlife and Trail Crossings Project

Task Number : 1.0

Task Name : Project Management

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	01-OCT-21	2.50	125.00	312.50
Edwards, Diana (Diana)	Biologist III	08-OCT-21	1.00	125.00	125.00
Edwards, Diana (Diana)	Biologist III	15-OCT-21	1.00	125.00	125.00
Edwards, Diana (Diana)	Biologist III	29-OCT-21	1.25	125.00	156.25
Ehde, Samuel (Sam)	Project Controls	08-OCT-21	0.25	120.00	30.00
Ehde, Samuel (Sam)	Project Controls	15-OCT-21	1.50	120.00	180.00
Ehde, Samuel (Sam)	Project Controls	29-OCT-21	2.50	120.00	300.00
Groff, Tierra Claire (Tierra)	Biologist	01-OCT-21	3.00	95.00	285.00
Groff, Tierra Claire (Tierra)	Biologist	08-OCT-21	1.25	95.00	118.75
Groff, Tierra Claire (Tierra)	Biologist	15-OCT-21	0.75	95.00	71.25
Groff, Tierra Claire (Tierra)	Biologist	22-OCT-21	3.50	95.00	332.50
Groff, Tierra Claire (Tierra)	Biologist	29-OCT-21	2.00	95.00	190.00
McIntyre, Lynn M	Senior Environmental Planner	01-OCT-21	5.50	190.00	1,045.00
McIntyre, Lynn M	Senior Environmental Planner	08-OCT-21	3.50	190.00	665.00
McIntyre, Lynn M	Senior Environmental Planner	15-OCT-21	4.00	190.00	760.00
McIntyre, Lynn M	Senior Environmental Planner	22-OCT-21	6.00	190.00	1,140.00
McIntyre, Lynn M	Senior Environmental Planner	29-OCT-21	2.00	190.00	380.00
Tremain Davis, Kristin M (Kristin)	Project Manager	01-OCT-21	4.50	175.00	787.50
Tremain Davis, Kristin M (Kristin)	Project Manager	08-OCT-21	4.00	175.00	700.00
Tremain Davis, Kristin M (Kristin)	Project Manager	15-OCT-21	9.00	175.00	1,575.00
Tremain Davis, Kristin M (Kristin)	Project Manager	29-OCT-21	5.50	175.00	962.50
Total Labor Bill Rate			64.50		10,241.25
Task Total : Project Management					10,241.25

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>
Beck, Karin G	Environmental Professional V	08-OCT-21	1.50	125.00	187.50
Beck, Karin G	Environmental Professional V	15-OCT-21	0.25	125.00	31.25
Beck, Karin G	Environmental Professional V	22-OCT-21	10.75	125.00	1,343.75
Edwards, Diana (Diana)	Biologist III	08-OCT-21	1.00	125.00	125.00
Groff, Tierra Claire (Tierra)	Biologist	08-OCT-21	0.25	95.00	23.75
Groff, Tierra Claire (Tierra)	Biologist	15-OCT-21	0.75	95.00	71.25
Groff, Tierra Claire (Tierra)	Biologist	22-OCT-21	1.25	95.00	118.75
Remar, Alexander C	Senior GIS	08-OCT-21	6.00	130.00	780.00
Remar, Alexander C	Senior GIS	22-OCT-21	3.00	130.00	390.00
Rogers, Marianne Elizabeth (Mariann)	Environmental Professional I	22-OCT-21	0.50	80.00	40.00
Slakey, Daniel Joseph (Danny)	Biologist II	01-OCT-21	1.50	110.00	165.00
Slakey, Daniel Joseph (Danny)	Biologist II	15-OCT-21	0.25	110.00	27.50

ATTACHMENT 3

Labor Bill Rate		Date	Hours	Bill Rate	Billed Amt
<u>Employee Name/Title</u>	<u>Title/Expenditure</u>				
Slakey, Daniel Joseph (Danny)	Biologist II	22-OCT-21	0.50	110.00	55.00
Tremain Davis, Kristin M (Kristin)	Project Manager	01-OCT-21	1.50	175.00	262.50
Total Labor Bill Rate			29.00		3,621.25
Task Total : Envir. Studies					3,621.25

Task Number : 4.0

Task Name : Public Outreach

Labor Bill Rate		Date	Hours	Bill Rate	Billed Amt
<u>Employee Name/Title</u>	<u>Title/Expenditure</u>				
Bhoi, Abhijeet	Lead Project Engineer	08-OCT-21	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	22-OCT-21	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	29-OCT-21	1.00	300.00	300.00
Groff, Tierra Claire (Tierra)	Biologist	01-OCT-21	2.00	95.00	190.00
Tremain Davis, Kristin M (Kristin)	Project Manager	01-OCT-21	1.50	175.00	262.50
Total Labor Bill Rate			8.50		1,952.50
Task Total : Public Outreach					1,952.50

Task Number : 5.0

Task Name : Eng. Tech Studies

Labor Bill Rate		Date	Hours	Bill Rate	Billed Amt
<u>Employee Name/Title</u>	<u>Title/Expenditure</u>				
Bhoi, Abhijeet	Lead Project Engineer	01-OCT-21	4.00	300.00	1,200.00
Bhoi, Abhijeet	Lead Project Engineer	15-OCT-21	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	22-OCT-21	3.00	300.00	900.00
Bhoi, Abhijeet	Lead Project Engineer	29-OCT-21	4.00	300.00	1,200.00
Callegari, Jazzmin Sky (Jazzmin)	Project Controls	01-OCT-21	0.75	120.00	90.00
Callegari, Jazzmin Sky (Jazzmin)	Project Controls	22-OCT-21	0.25	120.00	30.00
Demonbreun, Benjamin Zachary (Ben)	Staff Engineer	01-OCT-21	16.00	115.00	1,840.00
Demonbreun, Benjamin Zachary (Ben)	Staff Engineer	08-OCT-21	24.00	115.00	2,760.00
Demonbreun, Benjamin Zachary (Ben)	Staff Engineer	15-OCT-21	16.00	115.00	1,840.00
Demonbreun, Benjamin Zachary (Ben)	Staff Engineer	22-OCT-21	24.00	115.00	2,760.00
Demonbreun, Benjamin Zachary (Ben)	Staff Engineer	29-OCT-21	8.00	115.00	920.00
Harnagel, David (David)	Senior Engineer IV	08-OCT-21	3.50	215.00	752.50
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	29-OCT-21	1.00	240.00	240.00
Kim, Sang	Senior Engineer V	22-OCT-21	4.00	235.00	940.00
Lee, Chi-Man	Technical Expert I	15-OCT-21	24.00	185.00	4,440.00
Lee, Chi-Man	Technical Expert I	22-OCT-21	36.00	185.00	6,660.00
Lee, Chi-Man	Technical Expert I	29-OCT-21	34.00	185.00	6,290.00
Lee, Keith H	Senior Engineer II	01-OCT-21	2.50	180.00	450.00
Lee, Keith H	Senior Engineer II	08-OCT-21	3.00	180.00	540.00
Lee, Keith H	Senior Engineer II	15-OCT-21	18.25	180.00	3,285.00
Lee, Keith H	Senior Engineer II	22-OCT-21	18.00	180.00	3,240.00
Lee, Keith H	Senior Engineer II	29-OCT-21	18.00	180.00	3,240.00
Moore, Anne-Marie	Geotechnical Project Engineer	01-OCT-21	1.00	190.00	190.00
Moore, Anne-Marie	Geotechnical Project Engineer	08-OCT-21	1.00	190.00	190.00
Moore, Anne-Marie	Geotechnical Project Engineer	15-OCT-21	9.00	190.00	1,710.00
Moore, Anne-Marie	Geotechnical Project Engineer	29-OCT-21	5.50	190.00	1,045.00
Papp, Alexander R	Senior Engineer II	01-OCT-21	28.00	150.00	4,200.00
Papp, Alexander R	Senior Engineer II	08-OCT-21	18.00	150.00	2,700.00
Papp, Alexander R	Senior Engineer II	15-OCT-21	20.00	150.00	3,000.00
Papp, Alexander R	Senior Engineer II	22-OCT-21	16.00	150.00	2,400.00
Papp, Alexander R	Senior Engineer II	29-OCT-21	20.00	150.00	3,000.00
Shah, Shruti	Engineer II	01-OCT-21	6.50	150.00	975.00
Shah, Shruti	Engineer II	08-OCT-21	9.00	150.00	1,350.00
Shah, Shruti	Engineer II	15-OCT-21	7.00	150.00	1,050.00
Shah, Shruti	Engineer II	22-OCT-21	11.50	150.00	1,725.00
Shah, Shruti	Engineer II	29-OCT-21	5.50	150.00	825.00
Simpson, David T	Lead Engineering Geologis	15-OCT-21	0.50	240.00	120.00
Simpson, David T	Lead Engineering Geologis	29-OCT-21	1.50	240.00	360.00
Sun, Tianhua (Josh)	Staff Engineer II	08-OCT-21	24.00	135.00	3,240.00
Sun, Tianhua (Josh)	Staff Engineer II	22-OCT-21	7.00	135.00	945.00
Sun, Tianhua (Josh)	Staff Engineer II	29-OCT-21	5.00	135.00	675.00
Total Labor Bill Rate			460.25		73,917.50

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	RUGGERI JENSEN AZAR	24-SEP-21	84833	1,512.00	1.0000	1,512.00

ATTACHMENT 3

<u>SubConsultant</u>	<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>
Total SubConsultant					1,512.00		1,512.00
Task Total : Eng. Tech Studies							75,429.50

Project Total : Hwy 17 Wildlife and Trail Crossings Project 91,244.50

Invoice Summaries

Total Current Amount :	91,244.50
Retention Amount :	0.00
Pre-Tax Amount :	91,244.50
Tax Amount :	0.00
Total Invoice Amount :	91,244.50

Billing Summaries

<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Limit</u>	<u>Remain</u>
Billings	91,244.50	615,114.49	706,358.99	1,394,401.00	688,042.01
Tax	0.00	0.00	0.00		
Billing Total :	91,244.50	615,114.49	706,358.99		

Outstanding Invoices

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Invoice Balance</u>
2000547198	01-OCT-21	27,368.75
Outstanding Total :		27,368.75



RUGGERI-JENSEN-AZAR
CONSULTANTS • PLANNERS • ENGINEERS

4690 Chabot Drive, Suite 200
Pleasanton, CA 94588
T (925) 227-9100 F (925) 227-9300
www.rja-gps.com

AECOM Technical Services, Inc.

2020 L. Street
Suite 300
Sacramento, CA 95811-4270

INVOICE

No. 84833
09/24/2021

**AECOM Technical Services, Inc.-Hwy 17 Wildlife and Trail Crossings PNo
60635999
211014
Contract**

For Services Rendered Through 8/29/2021

*Note: Include Timesheets
AECOM Project Name: Hwy 17 Wildlife and Trail Crossings
AECOM Project No: 60635999
Purchase Order Number: 131191ACM
60635999.Task 5.14 Original for \$24,912.00
60635999 Task 5.14 CO #01 for addtl \$1,464.00

Kristin Tremain Davis, 1-510-874-3174
kristin.tremainDavis@aecom.com

Subcontractor Name: Ruggeri-Jensen-AzarGolden Pacific Surveys

AECOM Project Number & Task Code:
60635999.5.14.1

Invoice submission: USAPImaging@aecom.com

Professional Services

	Hours	Rate	Amount
10 ABC Mapping Support, aka Mngt Oversight & Review, Field Staff Augmentation			
Rice, Sean P 1 Person Survey Crew	1.50	189.00	\$283.50
Total for 10 ABC Mapping Support, aka Mngt Oversight & Review, Field Staff Augmentation	1.50		\$283.50
Previously Billed for ABC Mapping Support, aka Mngt Oversight & Review, Field Staff Augmentation			\$24,600.50
Maximum Allowable Services for ABC Mapping Support, aka Mngt Oversight & Review, Field Staff Augmentation			\$24,912.00
Net Professional Services for ABC Mapping Support, aka Mngt Oversight & Review, Field Staff Augmentation			\$283.50
11 CO #1-Additional Compensation for Continued Services			
Rice, Sean P 1 Person Survey Crew	6.50	189.00	\$1,228.50

Project 211014 AECOM Technical Services, Inc.-Hwy 17 Wildlife and Trail

Invoice 84833

Professional Services

	Hours	Rate	Amount
Total for 11 CO #1-Additional Compensation for Continued Services	6.50		\$1,228.50
Previously Billed for CO #1-Additional Compensation for Continued Services			\$0.00
Maximum Allowable Services for CO #1-Additional Compensation for Continued Services			\$1,464.00
Net Professional Services for CO #1-Additional Compensation for Continued Services			\$1,228.50

Invoice Amount

\$1,512.00

Contract Summary

	Contract	Previously Billed	Current Billing	Billed To Date	Remaining
Labor	\$26,376.00	\$24,600.50	\$1,512.00	\$26,112.50	\$263.50
	\$26,376.00	\$24,600.50	\$1,512.00	\$26,112.50	\$263.50

Previous Unpaid Invoices

Invoice No.	Invoice Date	Invoice Amount	Received	Balance
83925	06/24/2021	\$24,600.50	\$0.00	\$24,600.50
				\$24,600.50

UnBilled Total

<u>Trans ID</u>	<u>Employee/Vendor</u>	<u>Trans Date</u>	<u>Hrs/Units</u>	<u>Rate</u>	<u>Amount \$.</u>
<u>Timesheets</u>					
211014.10 AECOM Technical Services, Inc.-Hwy 17 Wildlife and Trail Crossings PNo 60635999-ABC Mapping Support, aka Mngt Oversight & Review, Field Staff Augmentation					
111851	Rice, Sean P	8/6/2021	1.50	189.00	283.50 R
	<i>double tie photo ID points</i>				
			1.50		283.50
211014.11 AECOM Technical Services, Inc.-Hwy 17 Wildlife and Trail Crossings PNo 60635999-CO #1-Additional Compensation for Continued Services					
111851	Rice, Sean P	8/6/2021	6.50	189.00	1,228.50 R
	<i>double tie photo ID points</i>				
			6.50		1,228.50
	<u>Total Timesheets:</u>		8.00		1,512.00
	Total:		8.00		1,512.00



PURCHASE ORDER		
PURCHASE ORDER NUMBER 131191ACM	REVISION 0	PAGE 1 of 1
<p>This Purchase Order Number must appear on all order acknowledgements, invoices, packing lists, cartons and correspondence.</p>		

SUPPLIER NO: 270370

SUPPLIER: RUGGERI JENSEN AZAR
4690 CHABOT DRIVE NO 200
PLEASANTON, CA 94588
United States

DATE OF ORDER 23-DEC-20		BUYER Ledesma, Brandon		REQUESTOR Tremaln Davis, Kristin M (Kristin)			
PAYMENT TERMS Pay When Paid		SHIP VIA	F.O.B	DESTINATION		FREIGHT TERMS	
LINE NUM	ITEM NUMBER/DESCRIPTION	NEED BY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	TAX
1	<i>All prices and amounts on this order are in: US dollar</i> Management: oversight and review, and field staff augmentation			AMT		24,912.00	N
THIS PURCHASE ORDER IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS					TOTAL \$ 24,912.00		

Invoice Submissions Invoices should be submitted electronically using one of AECOM's invoice submission methods noted below. Do not send your invoice to the local AECOM office AECOM representative; this will delay processing and payment of the invoice.

Electronic Invoicing (preferred)

AECOM has contracted with Transcepta for e-invoicing. This free invoice submission service allows your invoices to be received at AECOM and electronically processed faster than standard email submissions.

If you are not currently using Transcepta, learn more about it and/or enroll in this free service by visiting <http://connect.transcepta.com/aecom>. You may also contact Transcepta by email at aecom.info@transcepta.com or call (949) 382-2841.

Email Invoice Submission - submit each invoice as a separate PDF to: USAPImaging@aecom.com



Subcontractor Name: Ruggeri-Jensen-Azar
 AECOM Project Number: 60635999
 AECOM Project Name: Hwy 17 Wildlife and Trail Crossings
 Purchase Order Number: 131191
 Change Order Number: 01
 Date: August 13, 2021

CHANGE ORDER FORM

In accordance with the Continuing Services Agreement, dated June 13, 2017 ("Agreement") between **AECOM Technical Services, Inc.** ("AECOM") and **Ruggeri-Jensen-Azar** ("SUBCONTRACTOR"), this Change Order No. 01, with an effective date of August 13, 2021, modifies the Purchase Order No. 131191 as follows:

1. Changes to Subcontracted Services/Work:

No change to subcontracted services. Change order required for compensation increase for continued services.

2. Change in Time of Performance (attach schedule if appropriate):

The contract expiration date as described in the Agreement remains as June 23, 2023.

3. Change in SUBCONTRACTOR's Compensation:

The Subcontracted Services/Work set forth in this Change Order will be performed on the following basis:

Time and Materials with a Not-to-Exceed amount of **\$1,464.00**. Reimbursable expenses shall be at actual cost with no markup and are included in the overall Not-to-Exceed cap.

Therefore, the total authorized budget, inclusive of the changed Scope is \$26,376.00.

AECOM FINANCIAL & ACCOUNTING INFORMATION [AECOM Internal Use Only]:				
AECOM Project Number & Task Code	PO Line Number	Original, CO#, etc.	Scope Purchase(s)/Phase(s)/Milestone(s)	Value
60635999 Task 5.14	1	Original	Management Oversight and Review, Field Staff Augmentation	\$24,912.00
60635999 Task 5.14	1	CO #01	Additional Compensation for Continued Services	\$1,464.00
[REVISED] NOT-TO-EXCEED CONTRACT TOTAL				\$26,376.00

4. Other Changes (including changes to terms and conditions in the Subcontract or individual Purchase Order):

None

5. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

6. Subcontractor Requirements for Reducing Transmission of Coronavirus Illness on Project Sites:

In order for Subcontractor to address risks associated with the COVID-19 Pandemic and perform services in accordance with the contractual requirements to take all necessary precautions for the health and safety of Subcontractor employees and other persons, including the responsibility to report any unsafe work conditions, AECOM requests that the following be provided to the AECOM project or program manager:

- A. Health and Safety Plan, and/or Task Hazard Analysis-Job Safety Analysis for AECOM's review as it relates to fitness for duty, social distancing, personal hygiene, and plans to keep your employees safe from potential coronavirus exposures.

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	<u>Aecom Technical Services, Inc.</u>	Date	<u>03/02/2022</u>
Project #	<u>MAA20-002</u>	GL #	<u>30-30-320-8202.04</u>
Invoice Amount	<u>\$64,113.56</u>	Invoice #	<u>#2000598104</u>
Project Manager*	<u>Jared Hart</u>	Title*	<u>Senior Planner</u>
Description	<u>Professional technical services for the Highway 17 Wildlife & Regional Trail</u>		
	<u>Crossing and Connections project. Expenditures are split 65/35 between</u>		
	<u>MAA20-002 and MAA20-001.</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.

Warren Chan

From: Jared Hart
Sent: Wednesday, March 9, 2022 12:18 PM
To: Accounts Payable
Cc: Aaron Peth; Julie Andersen; Deborah Hirst; Jordan McDaniel; Warren Chan; Andrew Taylor
Subject: AECOM Invoice # 2000598104 for MAA20-002, -001 (HWY 17); Contract # 2020-119; PO# 2022-57
Attachments: Hwy17_Crossings_Nov2021_Jan2022invoice_20210302.pdf; 60635999_Hwy17_BudgetTracking_20220302.xlsx

Good afternoon –

I have reviewed and approved attached Invoice #2000598104 from AECOM for services on the Highway 17 Wildlife & Regional Trail Crossing and Connections Project (MAA20-002 and MAA20-001) between 11/27/21 – 1/31/22. Please let me know if you have any questions.

Thank you,

Jared

(Planning) AECOM March 2022 Invoice #2000598104

Contract & Amount:	2020-119 \$2,499,700
PO#:	2022- 57
PO Balance:	\$709,116.24 (Total) \$460,925.55 (65%)
PO Complete (Y/N):	No
Amount to Pay:	\$64,113.56 (65%)
G/L Account:	30-30-320-8202.04
Project#:	MAA20-002
I am approving this invoice electronically: <i>Jared Hart</i>	

(NR) AECOM March 2022 Invoice # 2000598104

Contract & Amount:	2020-119 \$2,499,700
PO#:	2022- 57

PO Balance:	\$709,116.24 (Total) \$248,190.69 (35%)
PO Complete (Y/N):	No
Amount to Pay:	\$34,522.69 (35%)
G/L Account:	30-80-830-8202.04
Project#:	MAA20-001
I am approving this invoice electronically: Julie Andersen	



Jared Hart, AICP, CPSWQ
 Senior Planner
 Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 650.625.6535 (office)
openspace.org



From 50 to Forever: Caring for the land that cares for us – By creating Midpen 50 years ago, our community prioritized clean air and water, healthy habitats for diverse native plants and animals, ecosystems that are resilient to the effects of our changing climate, and places for people to connect with nature – that's what Midpen provides in perpetuity. Celebrate with us all year long at openspace.org/50-years

Invoice Cover Letter

To	Jared Hart Midpeninsula Regional Open Space District	Page	1
Subject	Invoice for Contract Number 2020-119, AECOM Project Number 60635999, Purchase Order Number 2022-057 Hwy 17 Wildlife & Regional Trail Crossing and Trail Connections Project For: November 27, 2021 through January 31, 2022		
From	Kristin Tremain Davis, AECOM		
Date	March 2, 2022		

Attached is invoice #2000598104 for Purchase Order # 2022-057 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 November 27, 2021 through January 31, 2022. The total invoice amount is \$98,636.25. The current total budget is \$2,036,101.00. To date, the total budget is 40.8% spent and there is \$1,206,093.08 remaining.

Tasks Performed During This Period:

Task 1 – Project Management

- Project meetings with Midpen, including core team meetings and project manager meetings
- Project management, administration, and coordination with Midpen, Caltrans, and subconsultants

Task 2 – Environmental Studies

- Cultural Resources documentation and Biological Studies reporting, including NES, Wetland Delineation Report, and associated GIS figures
- Draft Aesthetics Memo

Task 3 – Environmental Documents

- Draft project description development and associated figures

Task 4 – Public Outreach

- Caltrans PDT meeting and related follow up

Task 5 – Engineering Technical Studies

- Continued work on Advance Planning Studies (APS) process
- Continued work on preliminary Foundation report and materials memo
- Continued work on Encroachment Policy Exception Report (EPER) for utilities
- Continued work on TMP Data Sheet
- Continued work on GED plans
- Continued work on Construction schedule and project cost estimate

Task 6 – Project Report

- No work for this period

Task 7 – Mitigation Credit Agreement

- Kickoff of draft MCA support to Midpen



- Summary memo development of work completed to date

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	\$16,265.00	\$154,028.75	64.36%	40.00%
2 – Environmental Studies	\$25,511.25	\$152,502.18	33.80%	40.00%
3 – Environmental Documents	\$4,912.50	\$36,577.50	20.63%	14.00%
4 – Public Outreach	\$8,455.00	\$33,902.50	18.88%	18.00%
5 – Engineering Technical Studies	\$38,552.50	\$415,704.29	63.97%	70.00%
6 – Project Report	\$-	\$962.50	0.81%	1.00%
7 – Mitigation Credit Agreement	\$4,940.00	\$22,331.25	10.92%	12.00%
8 – Expenses	\$-	\$13,902.20	86.83%	86.83%
Total	\$98,636.25	\$829,911.17	40.76%	45.09%

Project Budget Status:

Total contract amount = \$2,036,101.00

Total amount of this invoice = \$98,636.25

Total invoiced to date = \$829,911.17

Total Amount remaining = \$1,206,189.83

If you have any question or concerns, please don't hesitate to contact me at 510-388-9316 or via email at: Kristin.TremainDavis@aecom.com.

Thank you,

Kristin Tremain Davis
Project Manager, AECOM

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2000598104
Invoice Date: 02-MAR-22
Invoice Due Date: 01-MAY-22
Amount Due: \$98,636.25 USD
Project Number: 60635999

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com



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
Account Number [REDACTED]
ABA Number [REDACTED]

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number [REDACTED]
ABA Number [REDACTED]
SWIFT CODE BOFAUS3N

300 Lakeside Drive, Suite 400, Oakland, CA 94612
Tel: 510-893-3600
Fax: 510-874-3268

Federal Tax ID No. 95-2661922

ATTN : Jared Hart
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
330 DISTEL CIRCLE
LOS ALTOS, CALIFORNIA 94022
United States

Invoice Date: 02-MAR-22
Invoice Number: 2000598104

Agreement Number: 60635999
Agreement Description:

Payment Term: 60 DAYS
PO # 2022-057

Please reference Invoice Number and Project Number with Remittance

Project Number : 60635999
Bill Through Date : 27-NOV-21 - 31-JAN-22

Project Name : Hwy 17 Wildlife and Trail Crossings Project

Task Number : 1.0

Task Name : Project Management

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)	Env Prof VI	03-DEC-21	2.00	140.00	280.00
Edwards, Diana (Diana)	Env Prof VI	17-DEC-21	2.75	140.00	385.00
Edwards, Diana (Diana)	Env Prof VI	24-DEC-21	1.75	140.00	245.00
Edwards, Diana (Diana)	Env Prof VI	07-JAN-22	1.00	140.00	140.00
Edwards, Diana (Diana)	Env Prof VI	21-JAN-22	0.50	140.00	70.00
Edwards, Diana (Diana)	Env Prof VI	28-JAN-22	1.50	140.00	210.00
Ehde, Samuel (Sam)	Project Controls	10-DEC-21	3.50	120.00	420.00
Ehde, Samuel (Sam)	Project Controls	17-DEC-21	0.25	120.00	30.00
Ehde, Samuel (Sam)	Project Controls	24-DEC-21	1.25	120.00	150.00
Groff, Tierra Claire (Tierra)	Bio II	21-JAN-22	0.75	110.00	82.50
McIntyre, Lynn M	Env Prof XI	03-DEC-21	2.50	210.00	525.00
McIntyre, Lynn M	Env Prof XI	10-DEC-21	6.00	210.00	1,260.00
McIntyre, Lynn M	Env Prof XI	17-DEC-21	10.50	210.00	2,205.00
McIntyre, Lynn M	Env Prof XI	24-DEC-21	2.50	210.00	525.00
McIntyre, Lynn M	Env Prof XI	28-JAN-22	4.50	210.00	945.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	03-DEC-21	1.25	100.00	125.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	10-DEC-21	11.25	100.00	1,125.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	17-DEC-21	2.50	100.00	250.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	24-DEC-21	1.50	100.00	150.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	07-JAN-22	1.75	100.00	175.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	14-JAN-22	0.25	100.00	25.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	28-JAN-22	2.00	100.00	200.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	03-DEC-21	2.00	195.00	390.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	10-DEC-21	2.50	195.00	487.50
Tremain Davis, Kristin M (Kristin)	Project Manager II	17-DEC-21	4.00	195.00	780.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	24-DEC-21	6.00	195.00	1,170.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	07-JAN-22	3.00	195.00	585.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	14-JAN-22	5.50	195.00	1,072.50
Tremain Davis, Kristin M (Kristin)	Project Manager II	21-JAN-22	4.00	195.00	780.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	28-JAN-22	6.50	195.00	1,267.50

Total Labor Bill Rate

95.25

16,055.00

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	31-JAN-22	5JAN2022	210.00	1.0000	210.00

Total SubConsultant

210.00

210.00

Task Total : Project Management

16,265.00

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>
Abercrombie, Samuel (Sam)	Environmental Professional IV	03-DEC-21	1.50	110.00	165.00
Abercrombie, Samuel (Sam)	Environmental Professional IV	10-DEC-21	0.50	110.00	55.00
Bandel, Joseph F (Joseph)	Environmental Professional VI	10-DEC-21	4.00	140.00	560.00
Bandel, Joseph F (Joseph)	Environmental Professional VI	17-DEC-21	2.00	140.00	280.00
Bandel, Joseph F (Joseph)	Environmental Professional VI	24-DEC-21	1.00	140.00	140.00
Bandel, Joseph F (Joseph)	Environmental Professional VI	07-JAN-22	9.00	140.00	1,260.00
Bandel, Joseph F (Joseph)	Environmental Professional VI	14-JAN-22	20.50	140.00	2,870.00
Bandel, Joseph F (Joseph)	Environmental Professional VI	21-JAN-22	13.50	140.00	1,890.00
Bandel, Joseph F (Joseph)	Environmental Professional VI	28-JAN-22	11.00	140.00	1,540.00
Beck, Karin G	Environmental Professional V	17-DEC-21	1.50	125.00	187.50
Beck, Karin G	Environmental Professional V	14-JAN-22	4.50	125.00	562.50
Beck, Karin G	Environmental Professional V	28-JAN-22	7.50	125.00	937.50
Demonbreun, Benjamin Zachary (Ben)	Sr Technician II	24-DEC-21	3.00	125.00	375.00
Groff, Tierra Claire (Tierra)	Bio II	21-JAN-22	1.00	110.00	110.00
Jensen, Caitlin M	Sr GIS/CADD/Graphics	17-DEC-21	2.50	130.00	325.00
Jensen, Caitlin M	Sr GIS/CADD/Graphics	24-DEC-21	9.25	130.00	1,202.50
Kubal, Kathleen E	Env Prof VI	17-DEC-21	8.00	140.00	1,120.00
Kubal, Kathleen E	Env Prof VI	28-JAN-22	4.00	140.00	560.00
Remar, Alexander C	Lead GIS/CADD/Graphics	03-DEC-21	1.00	150.00	150.00
Remar, Alexander C	Lead GIS/CADD/Graphics	10-DEC-21	0.25	150.00	37.50
Remar, Alexander C	Lead GIS/CADD/Graphics	07-JAN-22	2.00	150.00	300.00
Remar, Alexander C	Lead GIS/CADD/Graphics	14-JAN-22	2.00	150.00	300.00
Remar, Alexander C	Lead GIS/CADD/Graphics	21-JAN-22	1.25	150.00	187.50
Remar, Alexander C	Lead GIS/CADD/Graphics	28-JAN-22	1.00	150.00	150.00
Roeland, Kimberly (Kim)	Biologist III	10-DEC-21	1.50	125.00	187.50
Roeland, Kimberly (Kim)	Biologist III	17-DEC-21	1.25	125.00	156.25
Slakey, Daniel Joseph (Danny)	Bio III	10-DEC-21	0.50	125.00	62.50
Slakey, Daniel Joseph (Danny)	Bio III	17-DEC-21	4.25	125.00	531.25
Slakey, Daniel Joseph (Danny)	Bio III	24-DEC-21	1.75	125.00	218.75
Slakey, Daniel Joseph (Danny)	Bio III	31-DEC-21	0.25	125.00	31.25
Slakey, Daniel Joseph (Danny)	Bio III	14-JAN-22	0.25	125.00	31.25
Slakey, Daniel Joseph (Danny)	Bio III	28-JAN-22	0.50	125.00	62.50
Tharaldson, Tayler (Tayler)	Environmental Professional III	03-DEC-21	4.75	100.00	475.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	10-DEC-21	5.00	100.00	500.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	17-DEC-21	11.75	100.00	1,175.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	24-DEC-21	5.50	100.00	550.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	31-DEC-21	2.25	100.00	225.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	07-JAN-22	2.25	100.00	225.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	14-JAN-22	1.75	100.00	175.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	28-JAN-22	3.75	100.00	375.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	03-DEC-21	4.00	195.00	780.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	10-DEC-21	5.00	195.00	975.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	17-DEC-21	3.00	195.00	585.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	24-DEC-21	6.00	195.00	1,170.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	07-JAN-22	5.00	195.00	975.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	14-JAN-22	2.00	195.00	390.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	21-JAN-22	1.00	195.00	195.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	28-JAN-22	1.00	195.00	195.00

Total Labor Bill Rate**186.00****25,511.25****Task Total : Envir. Studies****25,511.25**

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>
Groff, Tierra Claire (Tierra)	Bio II	21-JAN-22	1.25	110.00	137.50
Groff, Tierra Claire (Tierra)	Bio II	28-JAN-22	0.75	110.00	82.50
McIntyre, Lynn M	Env Prof XI	24-DEC-21	4.00	210.00	840.00
McIntyre, Lynn M	Env Prof XI	07-JAN-22	3.00	210.00	630.00
O'Neal, Christopher Leonard (Chris)	GIS/CADD/Graphics	07-JAN-22	2.00	110.00	220.00
O'Neal, Christopher Leonard (Chris)	GIS/CADD/Graphics	14-JAN-22	5.50	110.00	605.00
O'Neal, Christopher Leonard (Chris)	GIS/CADD/Graphics	21-JAN-22	2.00	110.00	220.00
O'Neal, Christopher Leonard (Chris)	GIS/CADD/Graphics	28-JAN-22	10.00	110.00	1,100.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	14-JAN-22	1.75	100.00	175.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	28-JAN-22	0.25	100.00	25.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	10-DEC-21	2.00	195.00	390.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	17-DEC-21	2.50	195.00	487.50

Total Labor Bill Rate**35.00****4,912.50**

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 Engineer	03-DEC-21	1.00	300.00	300.00
Bhoi, Abhijeet	Lead Project Engineer	10-DEC-21	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	17-DEC-21	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	07-JAN-22	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	14-JAN-22	1.00	300.00	300.00
Bhoi, Abhijeet	Lead Project Engineer	21-JAN-22	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	28-JAN-22	2.00	300.00	600.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	10-DEC-21	1.75	100.00	175.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	17-DEC-21	6.25	100.00	625.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	24-DEC-21	1.25	100.00	125.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	07-JAN-22	1.50	100.00	150.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	14-JAN-22	4.75	100.00	475.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	28-JAN-22	5.75	100.00	575.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	03-DEC-21	1.50	195.00	292.50
Tremain Davis, Kristin M (Kristin)	Project Manager II	10-DEC-21	3.00	195.00	585.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	24-DEC-21	6.00	195.00	1,170.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	07-JAN-22	3.00	195.00	585.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	28-JAN-22	0.50	195.00	97.50
Total Labor Bill Rate			47.25		8,455.00

Task Total : Public Outreach

8,455.00

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 Engineer	03-DEC-21	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	10-DEC-21	1.00	300.00	300.00
Bhoi, Abhijeet	Lead Project Engineer	17-DEC-21	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	31-DEC-21	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	07-JAN-22	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	14-JAN-22	2.00	300.00	600.00
Bhoi, Abhijeet	Lead Project Engineer	21-JAN-22	4.00	300.00	1,200.00
Bhoi, Abhijeet	Lead Project Engineer	28-JAN-22	2.00	300.00	600.00
Demonbreun, Benjamin Zachary (Ben)	Sr Technician II	03-DEC-21	3.00	125.00	375.00
Demonbreun, Benjamin Zachary (Ben)	Sr Technician II	10-DEC-21	2.00	125.00	250.00
Demonbreun, Benjamin Zachary (Ben)	Sr Technician II	17-DEC-21	4.00	125.00	500.00
Huang, Siu-Wang S (Siu-Wang)	Lead Geotechnical Engineer	28-JAN-22	1.00	240.00	240.00
Kazmi, Syed M	Engineering Project Director	24-DEC-21	2.00	325.00	650.00
Lee, Chi-Man	Technical Expert I	07-JAN-22	15.00	185.00	2,775.00
Lee, Keith H	Sr Eng III	24-DEC-21	1.50	200.00	300.00
Lee, Keith H	Sr Eng III	31-DEC-21	10.00	200.00	2,000.00
Lee, Keith H	Sr Eng III	07-JAN-22	2.25	200.00	450.00
McIntyre, Lynn M	Env Prof XI	17-DEC-21	2.00	210.00	420.00
Moore, Anne-Marie	Geotechnical Project Engineer	03-DEC-21	0.50	190.00	95.00
Moore, Anne-Marie	Geotechnical Project Engineer	10-DEC-21	3.00	190.00	570.00
Moore, Anne-Marie	Geotechnical Project Engineer	17-DEC-21	1.50	190.00	285.00
Moore, Anne-Marie	Geotechnical Project Engineer	24-DEC-21	0.50	190.00	95.00
Moore, Anne-Marie	Geotechnical Project Engineer	31-DEC-21	1.00	190.00	190.00
Moore, Anne-Marie	Geotechnical Project Engineer	07-JAN-22	2.00	190.00	380.00
Moore, Anne-Marie	Geotechnical Project Engineer	14-JAN-22	4.00	190.00	760.00
Moore, Anne-Marie	Geotechnical Project Engineer	21-JAN-22	2.00	190.00	380.00
Moore, Anne-Marie	Geotechnical Project Engineer	28-JAN-22	3.00	190.00	570.00
Papp, Alexander R	Senior Engineer II	17-DEC-21	4.00	150.00	600.00
Papp, Alexander R	Senior Engineer II	24-DEC-21	18.00	150.00	2,700.00
Papp, Alexander R	Senior Engineer II	31-DEC-21	8.00	150.00	1,200.00
Papp, Alexander R	Senior Engineer II	07-JAN-22	8.00	150.00	1,200.00
Papp, Alexander R	Senior Engineer II	14-JAN-22	2.00	150.00	300.00
Papp, Alexander R	Senior Engineer II	21-JAN-22	1.00	150.00	150.00
Shatford, Sally Mae (Sally)	GIS/CADD/Graphics	14-JAN-22	3.25	110.00	357.50
Simpson, David T	Lead Engineering Geologis	24-DEC-21	0.50	240.00	120.00
Simpson, David T	Lead Engineering Geologis	07-JAN-22	0.50	240.00	120.00
Simpson, David T	Lead Engineering Geologis	14-JAN-22	0.50	240.00	120.00
Simpson, David T	Lead Engineering Geologis	21-JAN-22	0.50	240.00	120.00
Simpson, David T	Lead Engineering Geologis	28-JAN-22	1.50	240.00	360.00
Sun, Tianhua (Josh)	Eng II	03-DEC-21	20.00	150.00	3,000.00
Sun, Tianhua (Josh)	Eng II	24-DEC-21	16.00	150.00	2,400.00
Sun, Tianhua (Josh)	Eng II	21-JAN-22	12.00	150.00	1,800.00

ATTACHMENT 3

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>
Sun, Tianhua (Josh)	Eng II	28-JAN-22	10.00	150.00	1,500.00
Sun, Tianhua (Josh)	Eng II	28-JAN-22	7.00	150.00	1,050.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	03-DEC-21	0.50	195.00	97.50
Tremain Davis, Kristin M (Kristin)	Project Manager II	10-DEC-21	3.00	195.00	585.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	21-JAN-22	1.50	195.00	292.50
Tremain Davis, Kristin M (Kristin)	Project Manager II	28-JAN-22	1.00	195.00	195.00
Vande Voorde, Timothy Charles	Geologist II	17-DEC-21	4.00	100.00	400.00
Vande Voorde, Timothy Charles	Geologist II	07-JAN-22	1.50	100.00	150.00
Vande Voorde, Timothy Charles	Geologist II	14-JAN-22	2.00	100.00	200.00
Total Labor Bill Rate			203.50		35,402.50

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	03-DEC-21	4NOV2021	1,995.00	1.0000	1,995.00
Professional Services	ANTHONY P CLEVENGER	31-JAN-22	5JAN2022	1,155.00	1.0000	1,155.00

Total SubConsultant

3,150.00 **3,150.00**

Task Total : Eng. Tech Studies

38,552.50

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)	Env Prof VI	03-DEC-21	1.00	140.00	140.00
Edwards, Diana (Diana)	Env Prof VI	10-DEC-21	0.25	140.00	35.00
Edwards, Diana (Diana)	Env Prof VI	17-DEC-21	1.00	140.00	140.00
Edwards, Diana (Diana)	Env Prof VI	07-JAN-22	1.00	140.00	140.00
Edwards, Diana (Diana)	Env Prof VI	21-JAN-22	4.00	140.00	560.00
Edwards, Diana (Diana)	Env Prof VI	28-JAN-22	5.50	140.00	770.00
Groff, Tierra Claire (Tierra)	Bio II	21-JAN-22	8.75	110.00	962.50
Groff, Tierra Claire (Tierra)	Bio II	28-JAN-22	2.25	110.00	247.50
Tharaldson, Tayler (Tayler)	Environmental Professional III	17-DEC-21	2.25	100.00	225.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	07-JAN-22	0.50	100.00	50.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	14-JAN-22	0.25	100.00	25.00
Tharaldson, Tayler (Tayler)	Environmental Professional III	28-JAN-22	4.75	100.00	475.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	03-DEC-21	3.00	195.00	585.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	17-DEC-21	1.00	195.00	195.00
Tremain Davis, Kristin M (Kristin)	Project Manager II	28-JAN-22	2.00	195.00	390.00

Total Labor Bill Rate

37.50 **4,940.00**

Task Total : Mitigation Credit

4,940.00

Project Total : Hwy 17 Wildlife and Trail Crossings Project

98,636.25

Invoice Summaries

Total Current Amount :	98,636.25
Retention Amount :	0.00
Pre-Tax Amount :	98,636.25
Tax Amount :	0.00

Total Invoice Amount :

98,636.25

Billing Summaries

<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Limit</u>	<u>Remain</u>
Billings	98,636.25	731,274.92	829,911.17	2,036,101.00	1,206,189.83
Tax	0.00	0.00	0.00		
Billing Total :	98,636.25	731,274.92	829,911.17		

Anthony P Clevenger, PhD
 PO Box 833
 343 Marten Street, Suite 204
 Banff, Alberta T1L 1A8 CANADA
 Tel: 403 688 1138; E: apclevenger@gmail.com

January 31, 2022.

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 – 31 JANUARY 2022
 Work conducted:

- Provide guidance in design and extent of soundwall above Trout Creek wildlife underpass.

INVOICE 5 (JAN 2022)				
Description	PO Line no.	Hours	Rate	Total
Wildlife crossing design support	15	5.5	210.00	1155.00
Project management	1	1	210.00	210.00
		6.5		1365.00

Labor: 9.5 hours @ \$US 210/hr = \$1365.00

TOTAL AMOUNT DUE \$US 1365.00

Sincerely,



Anthony P Clevenger

Anthony P Clevenger, PhD
 PO Box 833
 343 Marten Street, Suite 204
 Banff, Alberta T1L 1A8 CANADA
 Tel: 403 688 1138; E: apclevenger@gmail.com

December 3, 2021

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 – 30 Nov 2021
 Work conducted:

INVOICE 4 (Nov 2021)				
Description	PO Line no.	Hours	Rate	Total
Wildlife crossing design support	15	8.5	210.00	210.00
Project management	1	1	210.00	210.00
		9.5		1995.00

Labor: 9.5 hours @ \$US 210/hr = \$1995.00

TOTAL AMOUNT DUE \$US 1995.00

Sincerely,



Anthony P Clevenger



Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	SCA Environmental, Inc.	Date	01/24/2022
Project #	MAA21-006	GL #	30-35-325-8203.03
Invoice Amount	\$31,781.09	Invoice #	71925
Project Manager*	Scott Reeves	Title*	Senior Capital Project Manager
Description	Hazardous material abatement and monitoring – Alma College Cultural Landscape Rehabilitation 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: Scott Reeves
Sent: Friday, February 18, 2022 3:03 PM
To: Accounts Payable
Cc: Debbie Ledger; Lisa Jenkinson; Leigh Guggemos
Subject: SCA Environmental Invoice 71925 Alma Abatement Monitoring
Attachments: 13478B 71925 012422 F-REV.pdf

Good afternoon
 Please find approval of invoice 71925 from SCA Environmental for abatement monitoring support on the Alma Cultural Landscape Rehabilitation Project. Note that this is the final invoice for this contract and the PO may be closed once processed.

Contract & Amount:	2022-028; \$33,337.00
PO#:	2022-236;
PO Balance:	\$33,337.00
PO Complete (Y/N):	Y
Amount to Pay:	\$31,781.09
G/L Account:	30-35-325-8203.03
Project#:	MAA21-006
I am approving this invoice electronically	

Scott Reeves
 Senior Capital Project Manager
 Midpeninsula Regional Open Space District
sreeves@openspace.org
 650.772.3645 (direct)



Midpeninsula Regional Open Space District
 330 Distel Circle, Los Altos, CA 94022
 650.691.1200 (office)
openspace.org





ENVIRONMENTAL, INC.

320 Justin Drive
San Francisco, CA 94112

Midpeninsula Regional Open Space District
Attn: AP / accountspayable@openspace.org
330 Distel Circle
Los Altos, CA 94022

Invoice number 71925
Date 01/24/2022

Project **13478B.00 MROSD Alma Cultural
Landscape Rehabilitation EQA**

Professional Services from 10/7/21 thru 12/31/2021

SCA Project B13478.00: MROSD Alma Cultural Landscape Rehabilitation EQA
Bear Creek Redwoods Open Space Preserve, Alma Cultural Center, Los Gatos, CA 95033
PO #2022-236; NTE\$33,337; Attn: Mr. Scott Reeves / sreeves@openspace.org

Phase 01-Abatement Monitoring & Reporting

Professional Fees

	Hours	Rate	Billed Amount
501 Sr. Consultant/Principal	2.00	200.00	400.00
506 Lead Industrial Hygienist	40.00	130.00	5,200.00
513 Information Specialist	9.50	80.00	760.00
515 Certified Industrial Hygienist (CIH)	23.50	200.00	4,700.00
547 Env Scientist III	168.00	95.00	15,960.00
Professional Fees subtotal	243.00		27,020.00

Miscellaneous Expenses

	Units	Rate	Billed Amount
3020 Low Vol Pump	38.00	6.00	228.00
3040 Hi Vol Pump	10.00	7.50	75.00
3500 PCM Sampling Cassettes	66.00	3.00	198.00
3520 TEM/Lead Sampling Cassettes	18.00	4.00	72.00
3710 Sampling Supplies	3.00	1.50	4.50
3890 Field Vehicle	26.50	90.00	2,385.00
3266 Lead Wipe Kit	15.00	5.00	75.00
Miscellaneous Expenses subtotal			3,037.50

Subconsultants

	Units	Rate	Billed Amount
5270 Outside Laboratories			1,301.10
5251 Courier charges to lab			422.49
Subconsultants subtotal			1,723.59
Phase subtotal			31,781.09

Invoice total 31,781.09

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
PHASE 01-ABATEMENT MONITORING & REPORTING	33,337.00	0.00	31,781.09	31,781.09
Total	33,337.00	0.00	31,781.09	31,781.09



Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor Coastwide Environmental Technologies Inc. Date 10/31/2022

Project # MAA21-006 GL # 30-35-325-8201.05

Invoice Amount \$110,000.00 Invoice # #11071-5 Revised

Project Manager* Leigh Guggemos Title* Capital Projects Manager III

Description _____

Archaeological, hazardous materials and demolition for Alma College Cultural Landscape Rehabilitation 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: Pls correct --RE: Coastwide Environmental Invoice #11071-5 - Alma Demo Project
Date: Wednesday, December 15, 2021 10:03:24 AM
Attachments: [11071-5 Revised Pay Ap - Alma Demolition & Abatment 10 31 2021.pdf](#)
[image001.png](#)
[image002.png](#)

Hi Lisa,

Coastwide has revised the PO number on page 2 and revised the date on page 2 to Dates of Service.

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

From: Lisa Jenkinson <ljenkinson@openspace.org>
Sent: Wednesday, December 15, 2021 9:09 AM
To: Leigh Guggemos <lguggemos@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>
Subject: Pls correct --RE: Coastwide Environmental Invoice #11071-5 - Alma Demo Project
Importance: High

Hi Leigh,

This invoice has the wrong PO# on the 2nd page. Also, there are no dates of service or a service period indicated on the invoice.

Please correct.

Thank you,
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](#)

From: Leigh Guggemos <lguggemos@openspace.org>
Sent: Tuesday, December 14, 2021 4:08 PM
To: Accounts Payable <accounts payable@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>; Lisa Jenkinson <ljenkinson@openspace.org>
Subject: Coastwide Environmental Invoice #11071-5 - Alma Demo Project

Hello,

Please see below approval for Coastwide Environmental invoice #11071-5 for the Alma Demo and Abatement Project. The invoice is for the pay period through October 31, 2021 and should be processed for payment this week. I apologize for not getting it submitted earlier.

Contract & Amount	2020-101 \$536,000
PO#	2022-226
PO Balance	\$110,000
PO Complete Y/N	Y
Amount to Pay	\$110,000
G/L Account	30-35-325-8205.01
Project #	MAA 21-006
I am approving this invoice electronically.	LG
Date	12/14/2021

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

SUBCONTRACTOR PAYMENT APPLICATION



To: MidPen MidPeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022

From: Coastwide Environmental Technologies
170 Second Street
Watsonville, CA 95076

Phone 831-761-5511
FAX 831-761-5513
Contact:

Job Name Alma Demolition & Abatement
Progress Billing # 5
Invoice # 11071-5 REVISED

contract # 2022-226
Vendor #
Date 10/31/2021

1) ORIGINAL CONTRACT \$ 402,000.00

APPROVED CHANGE ORDERS:

Table with columns for item number, description, status, and amount. Includes items like 'Salvage Timbers from classroom' and 'Demolish Coach House'.

3) TOTAL APPROVED CHANGE ORDERS \$ 132,550.00

4) REVISED CONTRACT \$ 534,550.00

5) % COMPLETION & GROSS BILLING 98% \$ 534,550.00

6) LESS: PREVIOUS GROSS BILLINGS (Previous billing line 5) (\$ 424,550.00)

7) GROSS BILLING FOR THIS PERIOD \$ 110,000.00

8) LESS: 5% RETENTION \$ 5,500.00

9) NET BILLING FOR PERIOD \$ 104,500.00

Comments:

License # 523560 B, ASB, C-21 DOSH Registration # 058 SBE # 3174 Laborers Signatory
DIR Reg # 1000001357

170 SECOND STREET. WATSONVILLE, CA 95076 (831) 761-5511 FAX (831) 761-5513



Dates of Service

9/1/2021 - 10/31/2021

Invoice number 11071-5 REVISED
 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 2022-226

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	\$ 1,000.00		\$ 1,000.00	100%
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	\$ 15,000.00		\$ 15,000.00	100%
	SUBTOTAL GENERAL AND SITE PREPARATIONS:				\$ 17,000.00	
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	\$ 5,000.00		\$ 5,000.00	100%
2.04	Chapel	\$ 6,000.00	\$ 6,000.00		\$ 6,000.00	100%
2.05	Garage	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	100%
	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	\$ 90,000.00		\$ 90,000.00	100%
3.04	Garage- Upper Level	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%
	SUBTOTAL HAZARDOUS MATERIALS ABATEMENT & DISPOSAL				\$ 100,000.00	
Building Demolition						
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	\$ 70,000.00		\$ 70,000.00	100%
4.04	1950 Library	\$ 120,000.00	\$ 120,000.00		\$ 120,000.00	100%
4.05	Lower Carport	\$ 4,000.00	\$ 4,000.00		\$ 4,000.00	100%
4.06	Garage	\$ 12,000.00	\$ 12,000.00		\$ 12,000.00	100%
	SUBTOTAL BUILDING DEMOLITIONS				\$ 247,000.00	
Total	Base Contract	\$ 402,000.00	\$ 402,000.00	\$ -	\$ 402,000.00	100%
CHANGE ORDERS						
C01	Salvage Timbers from Classroom	\$ 24,000.00	\$ 24,000.00		\$ 24,000.00	100%
C02	Clean-up Lower Garage	\$ 14,500.00	\$ 14,500.00		\$ 14,500.00	100%
C03	Credit for brick wall damage	\$ (950.00)	\$ (950.00)		\$ (950.00)	100%
C04	Credit for unused standdown allowance	\$ (15,000.00)	\$ (15,000.00)		\$ (15,000.00)	100%
C05	Demolish Coach House	\$ 110,000.00		\$ 110,000.00	\$ 110,000.00	100%
C06	Coach House TSI Debris	\$ 7,800.00			\$ -	0%
C07	Soil cover for Coach House	\$ 5,500.00			\$ -	0%
Total	Change Orders	\$ 145,850.00	\$ 22,550.00	\$ 110,000.00	\$ 132,550.00	91%
Total	Revised Contract with Change Orders	\$ 547,850.00	\$ 424,550.00	\$ 110,000.00	\$ 534,550.00	98%

Tasks completed this billing period

Tasks to be completed next billing period



Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor George Bianchi Construction, Inc. Date 11/30/2021

Project # MAA21-006 GL # 30-35-325-8205.01

Invoice Amount \$136,550.45 Invoice # #784-03

Project Manager* Scott Reeves Title* Senior Capital Project Manager

Description Prime contractor construction/demolition – Alma College Cultural Landscape Rehabilitation 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: Scott Reeves
Sent: Thursday, December 9, 2021 3:56 PM
To: Accounts Payable
Cc: Debbie Ledger; Lisa Jenkinson; Leigh Guggemos
Subject: GBC Invoice #784-03 approval - Alma Rehab Project
Attachments: Alma Invoice #784-03 - BIANCHI.pdf

Good afternoon

Please find approval of invoice 784-03 for the Alma Cultural Landscape Rehabilitation Project. Note that this invoice includes Change Order #1.

Contract & Amount	2022-020 \$2,644,703
PO#	2022-142
PO Balance	\$2,307,187.90
PO Complete Y/N	N
Amount to Pay	\$129,880.45
G/L Account	30-35-325-8205.01
Project #	MAA 21-006
I am approving this invoice electronically.	Scott Reeves
Date	12/09/2021

Contract & Amount	2022-020 \$2,644,703
PO#	2022-289
PO Balance	\$6,670
PO Complete Y/N	Y
Amount to Pay	\$6,670
G/L Account	30-35-325-8205.01
Project #	MAA 21-006
I am approving this invoice electronically.	Scott Reeves
Date	12/09/2021



Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022-1404

TEL # 650-691-1200
 FAX # 650-691-0485

ATTN: Scott Reeves

Job Name: Alma Cultural Center Rehabilitation
Purchase Order # 2022-142 **ATTACHMENT 3**

Customer #: 786
Invoice #: 784-03
George Bianchi Const. Job #: 784
Date: 11/30/21

Bid Item #	Ref.	Description	Qty.	Units	Unit Price	Total	Quantities			Dollar Amounts		
							To Date	Previous	This Invoice	To Date	Previous	This Invoice
1		General conditions	1	LS	\$132,568.00	\$132,568.00	35%	35%	0%	\$46,398.80	\$46,398.80	\$0.00
2		Erosion Control	1	LS	\$39,488.00	\$39,488.00	35%	35%	0%	\$13,820.80	\$13,820.80	\$0.00
3		Phytophyhlora contamination prevention	1	LS	\$25,968.00	\$25,968.00	35%	35%	0%	\$9,088.80	\$9,088.80	\$0.00
4		Upper Lake Overflow Improvements	1	LS	\$74,952.00	\$74,952.00	100%	100%	0%	\$74,952.00	\$74,952.00	\$0.00
5		Clearing and Grubbing	1	LS	\$87,336.00	\$87,336.00	35%	25%	10%	\$30,567.60	\$21,834.00	\$8,733.60
6		Selective Site Demolition	1	LS	\$118,560.00	\$118,560.00	20%	10%	10%	\$23,712.00	\$11,856.00	\$11,856.00
7		Grading	1	LS	\$42,336.00	\$42,336.00	30%	20%	10%	\$12,700.80	\$8,467.20	\$4,233.60
8		Rock Slope Protection	1	LS	\$66,336.00	\$66,336.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
9		Concrete curbs and walls	1	LS	\$68,424.00	\$68,424.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
10		Colored Concrete Paving	1	LS	\$24,260.00	\$24,260.00	75%	15%	60%	\$18,195.00	\$3,639.00	\$14,556.00
11		Paving Cells	1	LS	\$47,179.20	\$47,179.20	0%	0%	0%	\$0.00	\$0.00	\$0.00
12		Trail Paving	1	LS	\$55,224.00	\$55,224.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
13		Tile Paving Rehabilitation	1	LS	\$87,040.00	\$87,040.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
14		New Tile Paving	1	LS	\$38,020.00	\$38,020.00	0%	0%	0%	\$0.00	\$0.00	\$0.00

George Bianchi Construction Inc
 775-A Mabury Road
 San Jose CA 95133

ATTACHMENT 3

15	Foundation Wall Parge Coating	1	LS	\$46,020.00	\$46,020.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
16	Metal Guardrails	1	LS	\$405,500.00	\$405,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
17	Metal Handrails	1	LS	\$150,500.00	\$150,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
18	Split Rail Fence	1	LS	\$46,020.00	\$46,020.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
19	Site Carpentry	1	LS	\$90,790.00	\$90,790.00	10%	0%	10%	\$9,079.00	\$0.00	\$9,079.00
20	Misc Site Features	1	LS	\$48,320.00	\$48,320.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
21	Soil Prep, Seeding and Straw	1	LS	\$93,840.00	\$93,840.00	25%	10%	15%	\$23,460.00	\$9,384.00	\$14,076.00
22	1934 Library Hazmat Abatement	1	LS	\$113,575.00	\$113,575.00	75%	50%	25%	\$85,181.25	\$56,787.50	\$28,393.75
23	1934 Library Structural Rehabilitation	1	LS	\$90,790.00	\$90,790.00	10%	0%	10%	\$9,079.00	\$0.00	\$9,079.00
24	1934 Library Roof System	1	LS	\$52,500.00	\$52,500.00	10%	0%	10%	\$5,250.00	\$0.00	\$5,250.00
25	1934 Library Paint and Graffiti Coating	1	LS	\$15,252.00	\$15,252.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
26	Chapel Hazmat Abatement	1	LS	\$59,194.00	\$59,194.00	75%	50%	25%	\$44,395.50	\$29,597.00	\$14,798.50
27	Chapel Structural Rehabilitation	1	LS	\$45,750.00	\$45,750.00	10%	0%	10%	\$4,575.00	\$0.00	\$4,575.00
28	Chapel Roof System	1	LS	\$52,500.00	\$52,500.00	10%	0%	10%	\$5,250.00	\$0.00	\$5,250.00
29	Chapel Paint and Graffiti Coating	1	LS	\$13,000.00	\$13,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
30	Marion Shrine Roof System	1	LS	\$12,500.00	\$12,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
31	Stand-down time allowance	1	LS	\$15,000.00	\$15,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00

ATTACHMENT 3

ALT1	Custom Metal Guardrail	1	LS	\$52,500.00	\$52,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT2	North Retaining Wall Drainage	1	LS	\$19,065.00	\$19,065.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT3	Infill Garage Openings	1	LS	\$72,000.00	\$72,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT4	Former Roman Plunge Improvements	1	LS	\$45,020.00	\$45,020.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT5	Picnic Tables	1	LS	\$10,906.00	\$10,906.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT6	Doors with Hinges and Padlocks	1	LS	\$20,070.00	\$20,070.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT7	Repaint and Graffiti Coating	1	LS	\$23,370.00	\$23,370.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT8	Expanded Masonry Rehabilitation	1	LS	\$20,820.00	\$20,820.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT9	Salvaged Units for Base Bid Masonry	1	LS	\$51,520.00	\$51,520.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT10	Salvaged Units for Bid Alt. 8 Masonry	1	LS	\$19,000.00	\$19,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT11	St Joseph's Shrine	1	LS	\$45,020.00	\$45,020.00	100%	100%	0%	\$45,020.00	\$45,020.00	\$0.00
CCO 1	Additional lead and asbestos remediation and abatement PO #2022-289	1	LS	\$6,670.00	\$6,670.00	100%	0%	100%	\$6,670.00	\$0.00	\$6,670.00
Total Original Contract				\$2,644,703.20					\$467,395.55	\$330,845.10	\$136,550.45
									plus change orders	\$ -	
									total value to date	\$ 467,395.55	
									Less Retention	\$ 23,369.78	\$ 6,827.52
									Less paid (1 - 2)	\$ 314,302.84	\$ -

Change Orders

No.	Description	Amount	Totals	\$129,722.93	\$129,722.93
1					
2					
3					
4					
5					
			Total invoice amount plus amount not yet received		
			\$129,722.93		

total \$0.00

Total less Change Order #1 = 129,880.45
Change Order #1 (PO 2022-289)= \$6,670.00

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	<u>George Bianchi Construction Inc.</u>	Date	<u>10/01/2021</u>
Project #	<u>MAA21-006</u>	GL #	<u>30-35-325-8205.01</u>
Invoice Amount	<u>\$149,336.00</u>	Invoice #	<u>#784-01</u>
Project Manager*	<u>Leigh Guggemos</u>	Title*	<u>Capital Project Manager III</u>
Description	<u>Prime contractor construction/demolition – Alma College Cultural Landscape Rehabilitation 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
- 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: Friday, October 15, 2021 3:21 PM
To: Accounts Payable
Cc: Debbie Ledger; Lisa Jenkinson; Scott Reeves
Subject: George Bianchi Construction - Alma Invoice #784-01
Attachments: Alma Invoice #784-01 - BIANCHI.pdf

Hello,

Please see below approval for GBC Invoice #784-01 (attached).

Contract & Amount
2022-020 \$2,638,033
PO#
2022-142
PO Balance
\$2,638,033
PO Complete Y/N
N
Amount to Pay
\$149,336.00
G/L Account
30-35-325-8205.01
Project #
MAA 21-006
I am approving this invoice electronically.
LG
Date
10/15/2021

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

ATTACHMENT 3



Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022-1404

TEL # 650-691-1200
FAX # 650-691-0485
ATTN: Scott Reeves

Job Name: Alma Cultural Center Rehabilitation Project
Purchase Order # 2022-142

Customer #: 786
Invoice #: 784-01
George Bianchi Const. Job #: 784
Date: 09/30/21

Bid Item #	Ref.	Description	Qty.	Units	Unit Price	Total	Quantities			Dollar Amounts		
							To Date	Previous	This Invoice	To Date	Previous	This Invoice
1		General conditions	1	LS	\$132,568.00	\$132,568.00	25%	0%	25%	\$33,142.00	\$0.00	\$33,142.00
2		Erosion Control	1	LS	\$39,488.00	\$39,488.00	25%	0%	25%	\$9,872.00	\$0.00	\$9,872.00
3		Phytophyflora contamination prevention	1	LS	\$25,968.00	\$25,968.00	25%	0%	25%	\$6,492.00	\$0.00	\$6,492.00
4		Upper Lake Overflow Improvements	1	LS	\$74,952.00	\$74,952.00	50%	0%	50%	\$37,476.00	\$0.00	\$37,476.00
5		Clearing and Grubbing	1	LS	\$87,336.00	\$87,336.00	15%	0%	15%	\$13,100.40	\$0.00	\$13,100.40
6		Selective Site Demolition	1	LS	\$118,560.00	\$118,560.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
7		Grading	1	LS	\$42,336.00	\$42,336.00	10%	0%	10%	\$4,233.60	\$0.00	\$4,233.60
8		Rock Slope Protection	1	LS	\$66,336.00	\$66,336.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
9		Concrete curbs and walls	1	LS	\$68,424.00	\$68,424.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
10		Colored Concrete Paving	1	LS	\$24,260.00	\$24,260.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
11		Paving Cells	1	LS	\$47,179.20	\$47,179.20	0%	0%	0%	\$0.00	\$0.00	\$0.00

George Bianchi Construction Inc.
 775-A Mabury Rd.
 San Jose, Ca. 95133

ATTACHMENT 3

12		Trail Paving	1	LS	\$55,224.00	\$55,224.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
13		Tile Paving Rehabilitation	1	LS	\$87,040.00	\$87,040.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
14		New Tile Paving	1	LS	\$38,020.00	\$38,020.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
15		Foundation Wall Parge Coating	1	LS	\$46,020.00	\$46,020.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
16		Metal Guardrails	1	LS	\$405,500.00	\$405,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
17		Metal Handrails	1	LS	\$150,500.00	\$150,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
18		Split Rail Fence	1	LS	\$46,020.00	\$46,020.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
19		Site Carpentry	1	LS	\$90,790.00	\$90,790.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
20		Misc Site Features	1	LS	\$48,320.00	\$48,320.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
21		Soil Prep, Seeding and Straw	1	LS	\$93,840.00	\$93,840.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
22		1934 Library Hazmat Abatement	1	LS	\$113,575.00	\$113,575.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
23		1934 Library Structural Rehabilitation	1	LS	\$90,790.00	\$90,790.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
24		1934 Library Roof System	1	LS	\$52,500.00	\$52,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
25		1934 Library Paint and Graffiti Coating	1	LS	\$15,252.00	\$15,252.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
26		Chapel Hazmat Abatement	1	LS	\$59,194.00	\$59,194.00	0%	0%	0%	\$0.00	\$0.00	\$0.00

ATTACHMENT 3

27	Chapel Structural Rehabilitation	1	LS	\$45,750.00	\$45,750.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
28	Chapel Roof System	1	LS	\$52,500.00	\$52,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
29	Chapel Paint and Graffiti Coating	1	LS	\$13,000.00	\$13,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
30	Marion Shrine Roof System	1	LS	\$12,500.00	\$12,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
31	Stand-down time allowance	1	LS	\$15,000.00	\$15,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT1	Custom Metal Guardrail	1	LS	\$52,500.00	\$52,500.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT2	North Retaing Wall Drainage	1	LS	\$19,065.00	\$19,065.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT3	Infill Garage Openings	1	LS	\$72,000.00	\$72,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT4	Former Roman Plunge Improvements	1	LS	\$45,020.00	\$45,020.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT5	Picnic Tables	1	LS	\$10,906.00	\$10,906.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT6	Doors with Hinges and Padlocks	1	LS	\$20,070.00	\$20,070.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT7	Repaint and Graffiti Coating	1	LS	\$23,370.00	\$23,370.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT8	Expanded Masonry Rehabilitation	1	LS	\$20,820.00	\$20,820.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT9	Salvaged Units for Base Bid Masonry	1	LS	\$51,520.00	\$51,520.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT10	Salvaged Units for Bid Alt. 8 Masonry	1	LS	\$19,000.00	\$19,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00

ATTACHMENT 3

ALT11	St Joseph's Shrine	1	LS	\$45,020.00	\$45,020.00	100%	0%	100%	\$45,020.00	\$0.00	\$45,020.00
Total Original Contract					\$2,638,033.20				\$149,336.00	\$0.00	\$149,336.00
									plus change orders	\$ -	
									total value to date	\$ 149,336.00	
									Less Retention	\$ 7,466.80	\$ 7,466.80
									Less paid	\$ -	\$ -

Change Orders

No.	Description	Amount
1		
2		
3		
4		
5		
total		\$0.00

Totals	\$141,869.20	\$141,869.20
Total invoice amount plus amount not yet received		\$141,869.20

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Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	<u>George Bianchi Construction Inc.</u>	Date	<u>04/30/2022</u>
Project #	<u>MAA21-006</u>	GL #	<u>30-35-325-8205.01</u>
Invoice Amount	<u>\$512,587.54</u>	Invoice #	<u>#784-08</u>
Project Manager*	<u>Scott Reeves</u>	Title*	<u>Senior Capital Project Manager</u>
Description	<u>Prime contractor construction/demolition – Alma College Cultural Landscape Rehabilitation 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
- 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: Scott Reeves
Sent: Thursday, May 5, 2022 3:00 PM
To: Accounts Payable
Cc: Debbie Ledger; Lisa Jenkinson; Leigh Guggemos
Subject: GBC Invoice #784-08 approval - Alma Rehab Project
Attachments: Alma Invoice #08 - BIANCHI - REVISED.pdf

Good afternoon
Please find approval of invoice 784-08 from George Bianchi Construction for ongoing construction improvements on the Alma Cultural Landscape Rehabilitation Project. Please note that this amount has not deducted the 5% retention.

Contract & Amount:	2022-020; \$2,802,776.69
PO#:	2022-142;
PO Balance:	\$1,300,303.85
PO Complete (Y/N):	N
Amount to Pay:	\$512,587.54
G/L Account:	30-35-325-8205.01
Project#:	MAA21-006
I am approving this invoice electronically	

Scott Reeves
Senior Capital Project Manager
Midpeninsula Regional Open Space District
sreeves@openspace.org
650.772.3645 (direct)



Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
650.691.1200 (office)
openspace.org



From 50 to Forever: Caring for the land that cares for us – By creating Midpen 50 years ago, our community prioritized clean air and water, healthy habitats for diverse native plants and animals, ecosystems that are resilient to the effects of our changing climate, and places for people to connect with nature – that's what Midpen provides in perpetuity. [Celebrate with us all year long >](#)

ATTACHMENT 3



Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022-1404

TEL # 650-691-1200
 FAX # 650-691-0485

ATTN: Scott Reeves

Job Name: Alma Cultural Center Rehabilitation Project
 Purchase Order # 2022-142

Customer #: 786
 Invoice #: 784-08
 George Bianchi Const. Job #: 784
 Date: 04/30/22

Bid Item #	Ref.	Description	Qty.	Units	Unit Price	Total	Quantities			Dollar Amounts		
							To Date	Previous	This Invoice	To Date	Previous	This Invoice
1		General conditions	1	LS	\$132,568.00	\$132,568.00	85%	75%	10%	\$112,682.80	\$99,426.00	\$13,256.80
2		Erosion Control	1	LS	\$39,488.00	\$39,488.00	85%	75%	10%	\$33,564.80	\$29,616.00	\$3,948.80
3		Phytophyhlora contamination prevention	1	LS	\$25,968.00	\$25,968.00	85%	75%	10%	\$22,072.80	\$19,476.00	\$2,596.80
4		Upper Lake Overflow Improvements	1	LS	\$74,952.00	\$74,952.00	100%	100%	0%	\$74,952.00	\$74,952.00	\$0.00
5		Clearing and Grubbing	1	LS	\$87,336.00	\$87,336.00	85%	75%	10%	\$74,235.60	\$65,502.00	\$8,733.60
6		Selective Site Demolition	1	LS	\$118,560.00	\$118,560.00	90%	80%	10%	\$106,704.00	\$94,848.00	\$11,856.00
7		Grading	1	LS	\$42,336.00	\$42,336.00	85%	60%	25%	\$35,985.60	\$25,401.60	\$10,584.00
8		Rock Slope Protection	1	LS	\$66,336.00	\$66,336.00	75%	0%	75%	\$49,752.00	\$0.00	\$49,752.00
9		Concrete curbs and walls	1	LS	\$68,424.00	\$68,424.00	75%	50%	25%	\$51,318.00	\$34,212.00	\$17,106.00
10		Colored Concrete Paving	1	LS	\$24,260.00	\$24,260.00	85%	75%	10%	\$20,621.00	\$18,195.00	\$2,426.00
11		Paving Cells	1	LS	\$47,179.20	\$47,179.20	50%	0%	50%	\$23,589.60	\$0.00	\$23,589.60
12		Trail Paving	1	LS	\$55,224.00	\$55,224.00	50%	25%	25%	\$27,612.00	\$13,806.00	\$13,806.00
13		Tile Paving Rehabilitation	1	LS	\$87,040.00	\$87,040.00	95%	85%	10%	\$82,688.00	\$73,984.00	\$8,704.00
14		New Tile Paving	1	LS	\$38,020.00	\$38,020.00	50%	0%	50%	\$19,010.00	\$0.00	\$19,010.00

ATTACHMENT 3

15	Foundation Wall Parge Coating	1	LS	\$46,020.00	\$46,020.00	25%	0%	25%	\$11,505.00	\$0.00	\$11,505.00
16	Metal Guardrails	1	LS	\$405,500.00	\$405,500.00	25%	10%	15%	\$101,375.00	\$40,550.00	\$60,825.00
17	Metal Handrails	1	LS	\$150,500.00	\$150,500.00	25%	10%	15%	\$37,625.00	\$15,050.00	\$22,575.00
18	Split Rail Fence	1	LS	\$46,020.00	\$46,020.00	25%	0%	25%	\$11,505.00	\$0.00	\$11,505.00
19	Site Carpentry	1	LS	\$90,790.00	\$90,790.00	90%	75%	15%	\$81,711.00	\$68,092.50	\$13,618.50
20	Misc Site Features	1	LS	\$48,320.00	\$48,320.00	75%	50%	25%	\$36,240.00	\$24,160.00	\$12,080.00
21	Soil Prep, Seeding and Straw	1	LS	\$93,840.00	\$93,840.00	65%	35%	30%	\$60,996.00	\$32,844.00	\$28,152.00
22	1934 Library Hazmat Abatement	1	LS	\$113,575.00	\$113,575.00	100%	100%	0%	\$113,575.00	\$113,575.00	\$0.00
23	1934 Library Structural Rehabilitation	1	LS	\$90,790.00	\$90,790.00	85%	70%	15%	\$77,171.50	\$63,553.00	\$13,618.50
24	1934 Library Roof System	1	LS	\$52,500.00	\$52,500.00	100%	100%	0%	\$52,500.00	\$52,500.00	\$0.00
25	1934 Library Paint and Graffiti Coating	1	LS	\$15,252.00	\$15,252.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
26	Chapel Hazmat Abatement	1	LS	\$59,194.00	\$59,194.00	100%	100%	0%	\$59,194.00	\$59,194.00	\$0.00
27	Chapel Structural Rehabilitation	1	LS	\$45,750.00	\$45,750.00	85%	70%	15%	\$38,887.50	\$32,025.00	\$6,862.50
28	Chapel Roof System	1	LS	\$52,500.00	\$52,500.00	100%	100%	0%	\$52,500.00	\$52,500.00	\$0.00
29	Chapel Paint and Graffiti Coating	1	LS	\$13,000.00	\$13,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
30	Marion Shrine Roof System	1	LS	\$12,500.00	\$12,500.00	100%	100%	0%	\$12,500.00	\$12,500.00	\$0.00
31	Stand-down time allowance	1	LS	\$15,000.00	\$15,000.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
ALT1	Custom Metal Guardrail	1	LS	\$52,500.00	\$52,500.00	25%	10%	15%	\$13,125.00	\$5,250.00	\$7,875.00

ATTACHMENT 3

ALT2	North Retaining Wall Drainage	1	LS	\$19,065.00	\$19,065.00	100%	0%	100%	\$19,065.00	\$0.00	\$19,065.00	
ALT3	Infill Garage Openings	1	LS	\$72,000.00	\$72,000.00	25%	10%	15%	\$18,000.00	\$7,200.00	\$10,800.00	
ALT4	Former Roman Plunge Improvements	1	LS	\$45,020.00	\$45,020.00	25%	0%	25%	\$11,255.00	\$0.00	\$11,255.00	
ALT5	Picnic Tables	1	LS	\$10,906.00	\$10,906.00	50%	50%	0%	\$5,453.00	\$5,453.00	\$0.00	
ALT6	Doors with Hinges and Padlocks	1	LS	\$20,070.00	\$20,070.00	50%	0%	50%	\$10,035.00	\$0.00	\$10,035.00	
ALT7	Repaint and Graffiti Coating	1	LS	\$23,370.00	\$23,370.00	0%	0%	0%	\$0.00	\$0.00	\$0.00	
ALT8	Expanded Masonry Rehabilitation	1	LS	\$20,820.00	\$20,820.00	85%	75%	10%	\$17,697.00	\$15,615.00	\$2,082.00	
ALT9	Salvaged Units for Base Bid Masonry	1	LS	\$51,520.00	\$51,520.00	100%	100%	0%	\$51,520.00	\$51,520.00	\$0.00	
ALT10	Salvaged Units for Bid Alt. 8 Masonry	1	LS	\$19,000.00	\$19,000.00	100%	100%	0%	\$19,000.00	\$19,000.00	\$0.00	
ALT11	St Joseph's Shrine	1	LS	\$45,020.00	\$45,020.00	100%	100%	0%	\$45,020.00	\$45,020.00	\$0.00	
CCO 1	Additional lead and asbestos remediation and abatement PO #2022-289	1	LS	\$6,670.00	\$6,670.00	100%	100%	0%	\$6,670.00	\$6,670.00	\$0.00	
CCO 2	List of Extras	1	LS	\$72,709.05	\$72,709.05	100%	100%	0%	\$72,709.05	\$72,709.05	\$0.00	
CCO 3	East Porch Stabilization and Guardrail modifications	1	LS	\$85,364.44	\$85,364.44	100%	0%	100%	\$85,364.44	\$0.00	\$85,364.44	
Total Original Contract				\$2,802,776.69					\$1,856,986.69	\$1,344,399.15	\$512,587.54	
									plus change orders	\$	-	
									total value to date	\$	1,856,986.69	
									Less Retention	\$	92,849.33	\$ 25,629.38
									Less paid (1 - 7)	\$	1,277,179.19	\$ -

Change Orders

No.	Description	Amount	Totals	\$486,958.17	\$486,958.16
1					
2					
3					
4					
5					
total		\$0.00			

Total invoice amount plus amount not yet received \$486,958.17



Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	Hanford ARC	Date	04/30/2022
Project #	MAA21-007	GL #	30-80-820-8205.01
Invoice Amount	\$35,880.00	Invoice #	#2204DWI210
Project Manager*	Amanda Mills	Title*	Resource Mgmt Specialist II
Description	Invasive species removal and treatment (plants) at Bear Creek Redwoods Preserve.		

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: Amanda Mills
Sent: Monday, May 23, 2022 9:13 AM
To: Accounts Payable; Debbie Ledger
Cc: Andrew Taylor; Warren Chan; Sophie Christel
Subject: Hanford ARC APRIL 2022 Inv#2204DWI210 for IPM contract
Attachments: APRIL 2022 Inv_2204DWI210 Hanford.pdf

Contract & Amount: 2021-92 \$550,000
PO#: 2022-62
PO Balance: \$187,929
PO Complete: N
Amount to Pay: \$43,470 from two Projects/GLs listed below

GL: 10-80-820-7112.01
Project: 80007-10-100280
Amount to Pay: \$7,590

GL: 30-80-820-8205.01
Project: MAA 21-7
Amount to Pay: \$35,880

I am approving this invoice electronically: AJM

Amanda Mills

Resource Management Specialist II
Midpeninsula Regional Open Space District
amills@openspace.org
650.691.1200



Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
650.691.1200 (office)
openspace.org



From 50 to Forever: Caring for the land that cares for us – By creating Midpen 50 years ago, our community prioritized clean air and water, healthy habitats for diverse native plants and animals, ecosystems that are resilient to the effects of our changing climate, and places for people to connect with nature – that's what Midpen provides in perpetuity. [Celebrate with us all year long >](#)



Hanford ARC

755 Baywood Drive - Suite 380
 Petaluma, CA 94954
Phone: (707) 966-6633
Point of contact: Will Johnson, Project Manager
 w.johnson@hanfordarc.com, (707) 766-4905

Invoice Number
2204DWI210
Invoice Date
4/30/22

Bill To: Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022

 Attn: Amanda Mills

Re: **District-Wide Habitat
 Enhancement through
 Invasive Species
 Treatment**

 PO# 2022-62

Job No	Customer Job No	Purchase Order No	Terms	Due Date
DWI210	20201111		Net 30 Days	5/31/22
Description				

<u>Date</u>		<u>Extended Price</u>
4/1/22 - 4/30/22	Please see attached schedule for breakdown of unit pricing.	\$43,470.00

- District-wide PO#2022-62 - \$43,470

Total Due this Invoice **\$43,470.00**

OVERALL BUDGET TRACKING													
To: Midpeninsula Regional Open Space District 330 Distel Circle Los Altos, CA 94022-1404 Attn: Amanda Mills				From: Hanford ARC 755 Baywood Drive, Ste. 380 Petaluma, CA 94954 Attn: Will Johnson				Progress PayAp #: Work Period: 4/1/22 - 4/30/22 Contractor Rep: Will Johnson Invoice #: 2204DWI210					
Job: District-Wide Habitat Enhancement through Invasive Species Treatment				CONTRACT NO.: 20201111				PO 2022-62					
Items	Work Description	Units	Contract		Prior Periods		Current Period		Cumulative Period				
			Unit Price	Amount	Units	Value	Units	Value	Units	Value			
1	Manual Labor	HR	1.0	\$ 75.00	\$ 75.00	3782	\$ 283,650.00	552	\$ 41,400.00	4334	\$ 325,050.00		
2	Brush Cut / Weed Whip	HR	1.0	\$ 75.00	\$ 75.00		\$ -		\$ -	0	\$ -		
3	Chainsaw - Limbing / Brushing	HR	1.0	\$ 75.00	\$ 75.00		\$ -		\$ -	0	\$ -		
4	Chainsaw - Tree removal, DBH <8"	HR	1.0	\$ 75.00	\$ 75.00		\$ -		\$ -	0	\$ -		
5	Release of District-Provided biological control organisms	HR	1.0	\$ 75.00	\$ 75.00		\$ -		\$ -	0	\$ -		
6	Green Flaming	HR	1.0	\$ 75.00	\$ 75.00		\$ -		\$ -	0	\$ -		
7	Backpack Spot Treatment	HR	1.0	\$ 90.00	\$ 90.00	338	\$ 30,420.00	8	\$ 720.00	346	\$ 31,140.00		
8	Cut and Paint	HR	1.0	\$ 90.00	\$ 90.00	224	\$ 20,160.00		\$ -	224	\$ 20,160.00		
9	Injection	HR	1.0	\$ 90.00	\$ 90.00		\$ -		\$ -	0	\$ -		
10	Truck Mounted Hand-Held Spot Treatment	HR	1.0	\$ 90.00	\$ 90.00		\$ -		\$ -	0	\$ -		
11	Wick	HR	1.0	\$ 90.00	\$ 90.00		\$ -		\$ -	0	\$ -		
12	Written Assessment and Informatic	LS	1.0	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	0	\$ -		
13	Installation of Photo-monitoring Post	HR	1.0	\$ 75.00	\$ 75.00		\$ -		\$ -	0	\$ -		
14	Photo-monitoring	HR	1.0	\$ 75.00	\$ 75.00	4	\$ 300.00		\$ -	4	\$ 300.00		
M-1	Coastal Annex Field Office	MILE	1.0	\$ 0.560	\$ 0.560		\$ -		\$ -	0	\$ -		
M-2	Foothills Field Office	MILE	1.0	\$ 0.560	\$ 0.560	53712	\$ 30,078.72		\$ -	53712	\$ 30,078.72		
M-3	Skyline Field Office	MILE	1.0	\$ 0.560	\$ 0.560	4272	\$ 2,392.32		\$ -	4272	\$ 2,392.32		
M-4	South Area Field Office	MILE	1.0	\$ 0.560	\$ 0.560		\$ -		\$ -	0	\$ -		
U-1	Chainsaw - Tree removal, DBH 8" > DBH <20"	HR	1.0	\$ 75.00	\$ 75.00		\$ -		\$ -	0	\$ -		
U-2	Chainsaw - Tree removal, DBH > 20"	HR	1.0	\$ 75.00	\$ 75.00		\$ -		\$ -	0	\$ -		
U-3	Mapping - Invasive Species using Calflora	HR	1.0	\$ 90.00	\$ 90.00	246	\$ 22,140.00	15	\$ 1,350.00	261	\$ 23,490.00		
U-4	Pest Control Recommendation	LS	1.0	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ -		
HE-1	Skidsteer mower	HR	1.0	\$ 145.00	\$ 145.00		\$ -		\$ -	0	\$ -		
HE-2	Tractor / backhoe	HR	1.0	\$ 200.00	\$ 200.00		\$ -		\$ -	0	\$ -		
HE-3	Mini excavator	HR	1.0	\$ 100.00	\$ 100.00		\$ -		\$ -	0	\$ -		
HE-4	Chipper	HR	1.0	\$ 150.00	\$ 150.00		\$ -		\$ -	0	\$ -		
HE-5	Water truck	HR	1.0	\$ 200.00	\$ 200.00		\$ -		\$ -	0	\$ -		
							\$389,141.04	\$43,470.00	\$432,611.04				
TOTAL CONTRACT													
CHANGE ORDERS													
1	Mileage Credit from March 2021					100.0%	\$ (56.88)			100%	\$ (56.88)		
							\$389,084.16	\$43,470.00	\$432,554.16				

TOTAL CONTRACT & CHANGE ORDERS

INVOICE SUB-TOTAL \$43,470.00

Cumulative billed to date	Billed Amount	% Used	Total Budget	Remaining	% Remaining	PO #
\$420,611.04	\$43,470.00	7.90%	\$550,000.00	\$129,388.96	23.53%	PO 2022-62 (District-wide, BV, VWG)
\$12,000.00	\$12,000.00	100.00%	\$12,000.00	\$0.00	0.00%	PO 2022-43 (Thornewood)



Hanford Crew Summary - April 2022
 Midpeninsula Regional Open Space District
 District-Wide Habitat Enhancement through Invasive Species Treatment
 Contract.: 20201111

	5-Apr	6-Apr	7-Apr	8-Apr	11-Apr	12-Apr	13-Apr	14-Apr	15-Apr	19-Apr	20-Apr	21-Apr	26-Apr	27-Apr	28-Apr	29-Apr	Total
Site	Bear Creek Redwoods (BCR)													Driscoll Ranch (DR)			
	BCR	BCR	BCR	BCR	BCR	BCR	BCR	BCR	BCR	BCR	BCR	BCR			DR	DR	
Target Species	French Broom (FB)													Purple star & distaff thistles(PST&DT)			
	FB	FB	FB	FB	FB	FB	FB	FB	FB	FB	FB	FB	FB		PST&DT	PST&DT	
Region	Foothills													Skyline			
		Foothills	Foothills	Foothills	Foothills	Foothills	Foothills	Foothills	Foothills	Foothills	Foothills	Foothills	Foothills		Skyline	Skyline	
Crew Size		5	5	4	4	5	6	5	5	4	5	5	4	1			
		4	4	4	4	4	4	4	4	4	4	4	4	1			
Manual Labor		40	40	32	32	40	48	40	40	32	40	40	32	8			
1 Chainsaw - Limbing/brushing																	
3 Backpack Spot Treatment																8	8
7 Cut and Paint																	
8 Installation of Photo-monitoring Post																	
13 Photo-monitoring																	
14 Mapping - Invasive Species using Calflora		1	1	1	1	1	1	1	1	1	1	1	1		1	1	15
																	Total: 575

464 hours x \$75/hr = \$34,800 manual labor
 12 hours x \$90/hr = \$1,080 mapping
 Total \$35,880

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	Albion Environmental Inc.	Date	04/12/2022
Project #	MAA21-010	GL #	30-30-320-8202.03
Invoice Amount	\$32,039.66	Invoice #	#20210440201
Project Manager*	Aaron Hebert (no longer at District)	Title*	Senior Resource Mgmt Specialist
Description	Archaeological services for the Bear Creek Redwoods Dump 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: Aaron Hebert
Sent: Tuesday, April 26, 2022 3:20 PM
To: Accounts Payable
Cc: Sophie Christel; Debbie Ledger; Andrew Taylor; Warren Chan
Subject: FW: Albion Invoice 20210440201
Attachments: Albion Invoice 20210440201.pdf

Contract & Amount:	2022-0066, \$140,237
PO#:	2022-0366
PO Balance:	\$108,902.00
PO Complete (Y/N):	N
Amount to Pay:	32,039.66
G/L Account:	30-80-850-8202.03
Project#:	MAA21-010
I am approving this invoice electronically AH	

From: Jeffrey Diehl <JDiehl@albionenvironmental.com>
Sent: Tuesday, April 12, 2022 12:18 PM
To: Aaron Hebert <ahebert@openspace.org>
Cc: Douglas Ross <dross@albionenvironmental.com>
Subject: Albion Invoice 20210440201

EXTERNAL

Hi Aaron:

Albion's March 2022 invoice for the Bear Creek Dump Remediation is attached.

Thanks,

Jeff

Jeff Diehl
Principal, CFO
831-588-7775 mobile
www.albionenvironmental.com



Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
650.691.1200 (office)
openspace.org



From 50 to Forever: Caring for the land that cares for us – By creating Midpen 50 years ago, our community prioritized clean air and water, healthy habitats for diverse native plants and animals, ecosystems that are resilient to the effects of our changing climate, and places for people to connect with nature – that’s what Midpen provides in perpetuity. [Celebrate with us all year long >](#)

Invoice

Albion Environmental, Inc.
 Natural and Cultural Resource Consultants
 1414 Soquel Avenue, Suite 205
 Santa Cruz, California 95062
 (831) 469-9128 Main | (831) 469-9137 FAX



April 12, 2022

Project No: J2021044.02

Invoice No: 20210440201

Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022

Project J2021044.02 MROSD, Bear Ck Dump Remediation
 PO 2022-366

Professional Services from March 1, 2022 to March 31, 2022

Phase 001 Project Management

Professional Personnel

	Hours	Rate	Amount	
Archaeological Tech 7A				
Bright, Avila	3.50	62.13	217.46	
Brown, Brandon	2.00	62.13	124.26	
Archaeologist 5A				
Arjona, Brenda	1.00	70.09	70.09	
Archaeologist 5C				
Biasi, Brittney	.50	70.09	35.05	
Archaeologist 5D				
Manigault, Matthew	1.50	74.87	112.31	
Senior Archaeologist 7B				
Ross, Douglas	26.50	109.92	2,912.88	
Principal 4B				
Peelo, Sarah	4.25	119.48	507.79	
Totals	39.25		3,979.84	
Total Labor				3,979.84
				Total this Phase
				\$3,979.84

Phase 002 CA-SCL-1014H Data Recovery

Professional Personnel

	Hours	Rate	Amount	
Archaeological Tech 7A				
Bright, Avila	64.75	62.13	4,022.92	
Brown, Brandon	64.25	62.13	3,991.85	
Archaeologist 5D				
Manigault, Matthew	75.25	74.87	5,633.97	
Senior Archaeologist 7B				
Ross, Douglas	64.00	109.92	7,034.88	
Principal 4B				
Peelo, Sarah	16.50	119.48	1,971.42	
Totals	284.75		22,655.04	
Total Labor				22,655.04

Reimbursable Expenses

Personal Vehicle Mileage			
3/14/2022	Ross, Douglas	USA marking	23.40

ATTACHMENT 3

Project	J2021044.02	MROSD, Bear Ck Dump Remediation	Invoice	20210440201
3/21/2022	Ross, Douglas	RT Santa Cruz/Los Gatos	23.40	
3/22/2022	Ross, Douglas	RT Santa Cruz/Los Gatos	23.40	
3/23/2022	Ross, Douglas	RT Santa Cruz/Los Gatos	23.40	
3/24/2022	Ross, Douglas	RT Santa Cruz/Los Gatos	23.40	
3/25/2022	Ross, Douglas	RT Santa Cruz/Los Gatos	23.40	
3/29/2022	Ross, Douglas	RT Santa Cruz/Los Gatos	23.40	
3/30/2022	Ross, Douglas	RT Santa Cruz/Los Gatos	23.40	
3/31/2022	Ross, Douglas	RT Santa Cruz/Los Gatos	23.40	
Supplies				
3/4/2022	Ross, Douglas	Tecnu	33.11	
3/6/2022	Ross, Douglas	IvyX	34.09	
3/9/2022	Ross, Douglas	Sprayers	50.98	
3/21/2022	Manigault, Matthew	Gas for water pump	4.54	
	Total Reimbursables		333.32	333.32

Units Billed

Company Vehicle Mileage

3/21/2022	Peelo, RT Santa Cruz to Bear Creek.	40.0 Miles @ 0.585	23.40	
3/22/2022	Peelo, RT Santa Cruz to Bear Creek.	51.0 Miles @ 0.585	29.84	
3/23/2022	Manigault, RT Santa Cruz to Bear Creek.	40.0 Miles @ 0.585	23.40	
3/24/2022	Manigault, RT Santa Cruz to Bear Creek.	40.0 Miles @ 0.585	23.40	
3/25/2022	Manigault, RT Santa Cruz to Bear Creek.	38.0 Miles @ 0.585	22.23	
3/29/2022	Manigault, RT Santa Cruz to Bear Creek.	38.0 Miles @ 0.585	22.23	
3/30/2022	Manigault, RT Santa Cruz to Bear Creek.	38.0 Miles @ 0.585	22.23	
3/31/2022	Manigault, RT Santa Cruz to Bear Creek.	50.0 Miles @ 0.585	29.25	
	Total		195.98	195.98
			Total this Phase	\$23,184.34

Phase 003 Lab Analysis and Curation

Professional Personnel

	Hours	Rate	Amount	
Archaeologist 5C				
Biasi, Brittney	13.00	70.09	911.17	
Archaeologist 6C				
Britton, Lindsley	1.50	79.66	119.49	
Principal 4B				
Peelo, Sarah	1.50	119.48	179.22	
Totals	16.00		1,209.88	
	Total Labor			1,209.88
			Total this Phase	\$1,209.88

Phase 004 Reporting

Professional Personnel

	Hours	Rate	Amount	
Senior Archaeologist 7B				
Ross, Douglas	11.00	109.92	1,209.12	
Totals	11.00		1,209.12	
	Total Labor			1,209.12

Project	J2021044.02	MROSD, Bear Ck Dump Remediation	Invoice	20210440201
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Total this Phase	\$1,209.12
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Phase 005 Site Safety

Professional Personnel

	Hours	Rate	Amount	
Archaeologist 5C Biasi, Brittney	21.25	70.09	1,489.41	
Principal 4B Peelo, Sarah	3.75	119.48	448.05	
Totals	25.00		1,937.46	
Total Labor				1,937.46

Reimbursable Expenses

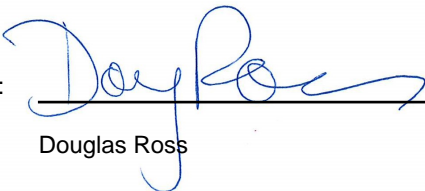
Supplies				
3/12/2022	Biasi, Brittney	Bear Creek PPE	519.02	
	Total Reimbursables		519.02	519.02

Total this Phase	\$2,456.48
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Billing Limits

	Current	Prior	To-Date	
Total Billings	32,039.66	0.00	32,039.66	
Limit			108,902.00	
Remaining			76,862.34	

Total this Invoice	<u><u>\$32,039.66</u></u>
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Authorized By:  _____
Douglas Ross

Date: 04/12/2022

Project	J2021044.02	MROSD, Bear Ck Dump Remediation	Invoice	20210440201
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Billing Backup

Tuesday, April 12, 2022

Albion Environmental, Inc.

Invoice 20210440201 Dated 4/12/2022

12:14:13 PM

Project	J2021044.02	MROSD, Bear Ck Dump Remediation
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Phase	001	Project Management
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Professional Personnel

		Hours	Rate	Amount
Archaeological Tech 7A				
Bright, Avila	3/17/2022	1.00	62.13	62.13
Compile safety binder docs, print & organize				
Bright, Avila	3/18/2022	2.50	62.13	155.33
Read proposal & HASP.				
kick off meeting.				
Work truck mobilization				
Brown, Brandon	3/18/2022	2.00	62.13	124.26
Meeting and reading				
Archaeologist 5A				
Arjona, Brenda	3/25/2022	1.00	70.09	70.09
Hasap and proposal				
Archaeologist 5C				
Biasi, Brittney	3/8/2022	.50	70.09	35.05
Adding to Doug's work plan list				
Archaeologist 5D				
Manigault, Matthew	3/18/2022	1.50	74.87	112.31
Safety meeting				
Senior Archaeologist 7B				
Ross, Douglas	1/10/2022	1.00	109.92	109.92
Email communications and preliminary fieldwork coordination				
Ross, Douglas	1/13/2022	1.00	109.92	109.92
Coordination meeting with Midpen and Geocon				
Ross, Douglas	2/7/2022	1.00	109.92	109.92
Fieldwork planning				
Ross, Douglas	2/9/2022	2.00	109.92	219.84
Fieldwork planning				
Ross, Douglas	2/14/2022	.50	109.92	54.96
Fieldwork planning				
Ross, Douglas	2/28/2022	1.00	109.92	109.92
Management				
Ross, Douglas	3/2/2022	3.00	109.92	329.76
Fieldwork prep				
Ross, Douglas	3/8/2022	2.00	109.92	219.84
Mobilization				
Ross, Douglas	3/9/2022	1.00	109.92	109.92
Mobilization				
Ross, Douglas	3/10/2022	4.00	109.92	439.68
Management and mobilization				
Ross, Douglas	3/14/2022	2.00	109.92	219.84
USA marking and ticket				
Ross, Douglas	3/15/2022	2.00	109.92	219.84
Finalizing field paperwork				
Ross, Douglas	3/17/2022	2.00	109.92	219.84
Fieldwork mobilization				
Ross, Douglas	3/18/2022	4.00	109.92	439.68
Fieldwork mobilization and kickoff meeting				

Project	J2021044.02	MROSD, Bear Ck Dump Remediation	Invoice	20210440201	
Principal 4B					
Peelo, Sarah		3/9/2022	2.00	119.48	238.96
Safety Plan					
Peelo, Sarah		3/10/2022	1.00	119.48	119.48
safety and mobilization meeting					
Peelo, Sarah		3/18/2022	1.25	119.48	149.35
Kick off meeting					
Totals			39.25		3,979.84
Total Labor					3,979.84
Total this Phase					\$3,979.84

Phase	002	CA-SCL-1014H Data Recovery			
Professional Personnel					
			Hours	Rate	Amount
Archaeological Tech 7A					
Bright, Avila		3/21/2022	8.25	62.13	512.58
Excavation					
Bright, Avila		3/22/2022	8.25	62.13	512.57
Excavation					
Bright, Avila		3/23/2022	8.00	62.13	497.04
Excavation					
Bright, Avila		3/24/2022	8.00	62.13	497.04
Excavation					
Bright, Avila		3/25/2022	8.00	62.13	497.04
Excavation					
Bright, Avila		3/29/2022	8.25	62.13	512.57
Excavation					
Bright, Avila		3/30/2022	8.00	62.13	497.04
Excavation					
Bright, Avila		3/31/2022	8.00	62.13	497.04
Excavation					
Brown, Brandon		3/21/2022	8.25	62.13	512.57
Safety meeting, surface collection and prepare units for excavation.					
Brown, Brandon		3/22/2022	8.00	62.13	497.04
Excavation					
Brown, Brandon		3/23/2022	8.00	62.13	497.04
Excavating					
Brown, Brandon		3/24/2022	8.00	62.13	497.04
Excavation and artifact cleaning.					
Brown, Brandon		3/25/2022	8.00	62.13	497.04
Cleaning artifacts.					
Brown, Brandon		3/29/2022	8.00	62.13	497.04
Screen and clean artifacts.					
Brown, Brandon		3/30/2022	8.00	62.13	497.04
Cleaning artifacts					
Brown, Brandon		3/31/2022	8.00	62.13	497.04
Cleaning artifacts					
Archaeologist 5D					
Manigault, Matthew		3/17/2022	6.50	74.87	486.66
Gathering equipment for data recovery					
Manigault, Matthew		3/18/2022	4.00	74.87	299.48
Loading truck for newxt week data recovery					
Manigault, Matthew		3/21/2022	8.25	74.87	617.67
Data recovery					

ATTACHMENT 3

Project	J2021044.02	MROSD, Bear Ck Dump Remediation	Invoice	20210440201	
Manigault, Matthew		3/22/2022	8.25	74.87	617.68
	Data recovery				
Manigault, Matthew		3/23/2022	8.25	74.87	617.68
	Data recovery				
Manigault, Matthew		3/24/2022	8.00	74.87	598.96
	Data recovery				
Manigault, Matthew		3/25/2022	8.00	74.87	598.96
	Data recovery				
Manigault, Matthew		3/29/2022	8.00	74.87	598.96
	Data recovery				
Manigault, Matthew		3/30/2022	8.00	74.87	598.96
	Data recovery				
Manigault, Matthew		3/31/2022	8.00	74.87	598.96
	Data recovery				
	Senior Archaeologist 7B				
Ross, Douglas		3/21/2022	8.00	109.92	879.36
	Data recovery fieldwork				
Ross, Douglas		3/22/2022	8.00	109.92	879.36
	Data recovery fieldwork				
Ross, Douglas		3/23/2022	8.00	109.92	879.36
	Data recovery fieldwork				
Ross, Douglas		3/24/2022	8.00	109.92	879.36
	Data recovery fieldwork				
Ross, Douglas		3/25/2022	8.00	109.92	879.36
	Data recovery fieldwork				
Ross, Douglas		3/29/2022	8.00	109.92	879.36
	Data recovery fieldwork				
Ross, Douglas		3/30/2022	8.00	109.92	879.36
	Data recovery fieldwork				
Ross, Douglas		3/31/2022	8.00	109.92	879.36
	Data recovery fieldwork				
	Principal 4B				
Peelo, Sarah		3/21/2022	8.25	119.48	985.71
	field work				
Peelo, Sarah		3/22/2022	8.25	119.48	985.71
	field work				
	Totals		284.75		22,655.04
	Total Labor				22,655.04

Reimbursable Expenses

Personal Vehicle Mileage

EX 00000004317	3/14/2022	Ross, Douglas / USA marking / USA marking for Bear Creek Dump site / 40.00 miles @ 0.585	23.40
EX 00000004333	3/21/2022	Ross, Douglas / RT Santa Cruz/Los Gatos / Bear Creek Dump Data Recovery / 40.00 miles @ 0.585	23.40
EX 00000004333	3/22/2022	Ross, Douglas / RT Santa Cruz/Los Gatos / Bear Creek Dump Data Recovery / 40.00 miles @ 0.585	23.40
EX 00000004333	3/23/2022	Ross, Douglas / RT Santa Cruz/Los Gatos / Bear Creek Dump Data Recovery / 40.00 miles @ 0.585	23.40
EX 00000004333	3/24/2022	Ross, Douglas / RT Santa Cruz/Los Gatos / Bear Creek Dump Data Recovery / 40.00 miles @ 0.585	23.40
EX 00000004333	3/25/2022	Ross, Douglas / RT Santa Cruz/Los Gatos / Bear Creek Dump Data Recovery / 40.00 miles @ 0.585	23.40

Project	J2021044.02	MROSD, Bear Ck Dump Remediation	Invoice	20210440201
EX 00000004333	3/29/2022	Ross, Douglas / RT Santa Cruz/Los Gatos / Bear Creek Dump Data Recovery / 40.00 miles @ 0.585	23.40	
EX 00000004333	3/30/2022	Ross, Douglas / RT Santa Cruz/Los Gatos / Bear Creek Dump Data Recovery / 40.00 miles @ 0.585	23.40	
EX 00000004333	3/31/2022	Ross, Douglas / RT Santa Cruz/Los Gatos / Bear Creek Dump Data Recovery / 40.00 miles @ 0.585	23.40	
Supplies				
EX 00000004317	3/4/2022	☐ Ross, Douglas / Tecnu / Tecnu for poison oak	33.11	
EX 00000004317	3/6/2022	☐ Ross, Douglas / IvyX / IvyX for poison oak	34.09	
EX 00000004317	3/9/2022	☐ Ross, Douglas / Sprayers / Manual sprayers for dust control during screening	50.98	
EX 00000004327	3/21/2022	☐ Manigault, Matthew / Gas for water pump	4.54	
Total Reimbursables			333.32	333.32

Units Billed

Company Vehicle Mileage

3/21/2022	Peelo, RT Santa Cruz to Bear Creek.	40.0 Miles @ 0.585	23.40	
3/22/2022	Peelo, RT Santa Cruz to Bear Creek.	51.0 Miles @ 0.585	29.84	
3/23/2022	Manigault, RT Santa Cruz to Bear Creek.	40.0 Miles @ 0.585	23.40	
3/24/2022	Manigault, RT Santa Cruz to Bear Creek.	40.0 Miles @ 0.585	23.40	
3/25/2022	Manigault, RT Santa Cruz to Bear Creek.	38.0 Miles @ 0.585	22.23	
3/29/2022	Manigault, RT Santa Cruz to Bear Creek.	38.0 Miles @ 0.585	22.23	
3/30/2022	Manigault, RT Santa Cruz to Bear Creek.	38.0 Miles @ 0.585	22.23	
3/31/2022	Manigault, RT Santa Cruz to Bear Creek.	50.0 Miles @ 0.585	29.25	
Total			195.98	195.98
			Total this Phase	\$23,184.34

Phase 003 Lab Analysis and Curation

Professional Personnel

		Hours	Rate	Amount
Archaeologist 5C				
Biasi, Brittney	3/30/2022	5.00	70.09	350.45
Meeting, gen cat setup, sorting				
Biasi, Brittney	3/31/2022	8.00	70.09	560.72
Surface collection artifacts				
Archaeologist 6C				
Britton, Lindsley	3/30/2022	1.50	79.66	119.49
Lab meeting and gencat setup				
Principal 4B				
Peelo, Sarah	3/30/2022	1.00	119.48	119.48
Lab kick off meeting				
Peelo, Sarah	3/31/2022	.50	119.48	59.74
Check in with Brittney				
Totals		16.00		1,209.88
Total Labor				1,209.88

Project	J2021044.02	MROSD, Bear Ck Dump Remediation	Invoice	20210440201	
			Total this Phase	\$1,209.88	
<hr/>					
Phase	004	Reporting			
Professional Personnel					
			Hours	Rate	Amount
Senior Archaeologist 7B					
Ross, Douglas	3/1/2022		1.00	109.92	109.92
		Report outline and project description			
Ross, Douglas	3/2/2022		1.00	109.92	109.92
		Report organization and background			
Ross, Douglas	3/7/2022		3.00	109.92	329.76
		Background			
Ross, Douglas	3/10/2022		2.00	109.92	219.84
		Background and methods			
Ross, Douglas	3/28/2022		4.00	109.92	439.68
		Background research			
		Totals	11.00		1,209.12
		Total Labor			1,209.12
			Total this Phase	\$1,209.12	
<hr/>					
Phase	005	Site Safety			
Professional Personnel					
			Hours	Rate	Amount
Archaeologist 5C					
Biasi, Brittney	2/21/2022		2.00	70.09	140.17
		Getting started on drafting safety plan and making comments on Geocon HASP			
Biasi, Brittney	3/8/2022		5.25	70.09	367.97
		Safety plan, PPE inventory, reading soils report			
Biasi, Brittney	3/9/2022		2.50	70.09	175.23
		Carefully re-reading HASP and soils report from Geocon and adding more specifics to Albion Safety Plan.			
Biasi, Brittney	3/10/2022		4.00	70.09	280.36
		Meeting, PPE costs, and adding details about boots to safety plan.			
Biasi, Brittney	3/17/2022		6.00	70.09	420.54
		Revisions to Albion SSSP, staging PPE, putting together slides for kick off meeting			
Biasi, Brittney	3/18/2022		1.50	70.09	105.14
		Kick off meeting			
Principal 4B					
Peelo, Sarah	3/17/2022		3.25	119.48	388.31
		Safety Planning			
Peelo, Sarah	3/31/2022		.50	119.48	59.74
		Lab Safety SOP			
		Totals	25.00		1,937.46
		Total Labor			1,937.46
Reimbursable Expenses					
Supplies					
EX 0000004320	3/12/2022	☐ Biasi, Brittney / Bear Creek PPE			519.02
		Total Reimbursables			519.02
			Total this Phase	\$2,456.48	

ATTACHMENT 3

Project	J2021044.02	MROSD, Bear Ck Dump Remediation	Invoice	20210440201
			Total this Project	\$32,039.66
			Total this Report	\$32,039.66



Final Details for Order #112-2816984-0967462

[Print this page for your records.](#)

Order Placed: March 2, 2022

Amazon.com order number: 112-2816984-0967462

Order Total: \$33.11

Shipped on March 3, 2022

Items Ordered

1 of: *Tecnu Original Outdoor Skin Cleanser - 12 oz, Pack of 3*

Sold by: Royal Meds ([seller profile](#))

Condition: New

Price

\$30.31

Shipping Address:

Douglas Ross
ALBION ENVIRONMENTAL
1414 SOQUEL AVE STE 205
SANTA CRUZ, CA 95062-2100
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 7064

Item(s) Subtotal: \$30.31

Shipping & Handling: \$0.00

Billing address

Douglas Ross
ALBION ENVIRONMENTAL
1414 SOQUEL AVE STE 205
SANTA CRUZ, CA 95062-2100
United States

Total before tax: \$30.31

Estimated tax to be collected: \$2.80

Grand Total: \$33.11

Credit Card transactions

Visa ending in 7064: March 3, 2022: \$33.11

To view the status of your order, return to [Order Summary](#).

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Final Details for Order #112-0518418-5401861

[Print this page for your records.](#)

Order Placed: March 2, 2022

Amazon.com order number: 112-0518418-5401861

Order Total: \$34.09

Shipped on March 6, 2022

Items Ordered

Price

1 of: *CoreTeX 83666 IvyX Pre-Contact Poison Ivy Barrier Lotion, 4 oz, White (Pack of 12)* \$31.20

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Douglas Ross
ALBION ENVIRONMENTAL
1414 SOQUEL AVE STE 205
SANTA CRUZ, CA 95062-2100
United States

Shipping Speed:

Amazon Day Delivery

Payment information

Payment Method:

Visa | Last digits: 7064

Item(s) Subtotal: \$31.20

Shipping & Handling: \$0.00

Billing address

Douglas Ross
ALBION ENVIRONMENTAL
1414 SOQUEL AVE STE 205
SANTA CRUZ, CA 95062-2100
United States

Total before tax: \$31.20

Estimated tax to be collected: \$2.89

Grand Total: \$34.09

Credit Card transactions

Visa ending in 7064: March 6, 2022: \$34.09

To view the status of your order, return to [Order Summary](#).

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Final Details for Order #112-1586926-3247434

[Print this page for your records.](#)

Order Placed: March 8, 2022

Amazon.com order number: 112-1586926-3247434

Order Total: \$50.98

Shipped on March 9, 2022

Items Ordered

2 of: *CHAPIN 20002 2 Gallon Lawn, Sprayer, Translucent White*

Sold by: Amazon.com Services LLC

Condition: New

Price

\$23.33

Shipping Address:

Douglas Ross
ALBION ENVIRONMENTAL
1414 SOQUEL AVE STE 205
SANTA CRUZ, CA 95062-2100
United States

Shipping Speed:

FREE Prime Delivery

Payment information

Payment Method:

Visa | Last digits: 7064

Item(s) Subtotal: \$46.66

Shipping & Handling: \$0.00

Billing address

Douglas Ross
ALBION ENVIRONMENTAL
1414 SOQUEL AVE STE 205
SANTA CRUZ, CA 95062-2100
United States

Total before tax: \$46.66

Estimated tax to be collected: \$4.32

Grand Total: \$50.98

Credit Card transactions

Visa ending in 7064: March 9, 2022: \$50.98

To view the status of your order, return to [Order Summary](#).

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Thank You For Shopping At
Quik Stop550066
5960 Highway 9
Felton CA
831-335-3668

Tran# 650941 3/21/2022 6:05:50 AM
Cashier: ICR Drawer#: 10
Pump 6 Unld_Regular \$5.699 ppg
0.796 gal \$4.54

Sub. Total: \$4.54
Tax: \$0.00
Total: \$4.54

Visa: \$4.54
Change \$0.00

Visa
Chip Read
Type:
Completion/Force
Sale
Resp: APPROVED
Card Num :
XXXXXXXXXXXX3296
Bat#: 20220321757
Seq#: 6989
Ref :
20806001930746208047
1226633494GVCU000000
00
5
AVS : U (Address
information is
unavailable)

USD\$ 4.54

CAPITAL ONE VISA
AID: A0000000031010
TVR: 0000008000
IAD: XXXXXXXXXXXXXXX
TSI: E800
ARQC:
9739D3CC4CCE08BC

APPROVED BY ISSUER

03/21/2022 06:05:20

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

ULINE800-295-5510 | uline.com

ORDER # 70881398

SHIPMENT 1 of 1

BRITTNEY BIASI (BBIASI@ALBIONENVIRONMENTAL.COM) has sent you the following Uline Order Summary.

SOLD TO:

ALBION ENVIRONMENTAL INC
1414 SOQUEL AVE STE 205
SANTA CRUZ CA 95062-2100

SHIP TO:

ALBION ENVIRONMENTAL INC
1414 SOQUEL AVE STE 205
SANTA CRUZ CA 95062-2100

CUSTOMER NUMBER		SHIP VIA	ORDER DATE	WILL SHIP	TERMS
5227162		PARCEL	03/11/22	03/11/22	VISA
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	BX	S-15420-L	PROSHIELD® BASIC COVERALL WITH HOOD - LARGE	100.00	100.00
40	PK	S-21488	NORTH® 7580P100 HARD SHELL PARTICULATE FILTER P100	9.00	360.00
SUB-TOTAL		SALES TAX	SHIPPING/HANDLING	TOTAL	
460.00		42.69	16.33	519.02	

NOTE:

*** There are items in your order being taxed.

If you qualify for a tax exemption, please go to My Account - Tax (uline.com/tax) to complete and submit a tax exemption certificate.

If a tax exemption certificate has been submitted, your account will be updated within one business day. If the certificate received is incomplete, a Uline Exemption Analyst will contact you with the details needed to complete the certificate.

Click on the following link for the HTML version: <https://www.uline.com/Ordering/Step5Print>

BRITTNEY BIASI will receive an order confirmation via email once the order is finalized.



Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: *Land Acquisition* *Top 25 Expenses* *BOC Member Invoice Selection*

Vendor	<u>CVE Demolition, Inc.</u>	Date	<u>10/29/2021</u>
Project #	<u>MAA25-002</u>	GL #	<u>30-35-325-8205.01</u>
Invoice Amount	<u>\$211,171.25</u>	Invoice #	<u>#1585</u>
Project Manager*	<u>Paul Kvam</u>	Title*	<u>Senior Capital Project Manager</u>
Description	<u>Demolition work and services – Billingsley property.</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: Paul Kvam
Sent: Thursday, November 18, 2021 1:50 PM
To: Debbie Ledger
Subject: FW: CVE Invoice (1585) Billingsley and Burton Demolition
Attachments: CVE Invoice 1585.pdf

Revised approval stamps that include the retention in the approval amount.

Contract & Amount:	2022-044 \$271,455.00
PO#:	2022-276
PO Balance:	\$358,718.00
PO Complete (Y/N):	N
Amount to Pay:	\$211,171.25
G/L Account:	30-35-325-8205.01
Project#:	MAA25-002
I am approving this invoice electronically: PK 11/15/21	

Contract & Amount:	2022-044 \$87,263.00
PO#:	2022-276
PO Balance:	\$358,718.00
PO Complete (Y/N):	N
Amount to Pay:	\$32,382.50
G/L Account:	30-35-325-8205.01
Project#:	MAA25-003
I am approving this invoice electronically: PK 11/15/2021	



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: Paul Kvam
Sent: Monday, November 15, 2021 12:54 PM
To: Debbie Ledger <dledger@openspace.org>
Cc: Accounts Payable <accountspayable@openspace.org>; Warren Chan <wchan@openspace.org>
Subject: CVE Invoice (1585) Billingsley and Burton Demolition

Hi Debbie-

I approve this invoice. Please note there are 2 projects associated with this invoice/PO so there are 2 approval boxes below. Additionally, this is the first invoice I'm approving where the 5% retention is being withheld. Both the invoice and my approval boxes have the retention withheld in the amount to pay value. A conditional release is included in the invoice. Lastly, I've made them revise this invoice a couple of times so the 10/28/21 invoice date should be more like 11/12/21.

If I missed anything, or if modification are required, please let me know.

Thanks for the help!

Contract & Amount:	2022-044 \$271,455.00
PO#:	2022-276
PO Balance:	\$358,718.00
PO Complete (Y/N):	N
Amount to Pay:	\$200,612.69
G/L Account:	30-35-325-8205.01
Project#:	MAA25-002
I am approving this invoice electronically: PK 11/15/21	

Contract & Amount:	2022-044 \$87,263.00
PO#:	2022-276
PO Balance:	\$358,718.00
PO Complete (Y/N):	N

Amount to Pay:	\$30,736.38
G/L Account:	30-35-325-8205.01
Project#:	MAA25-003
I am approving this invoice electronically: PK 11/15/2021	



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: Accounts Payable <accountspayable@openspace.org>
Sent: Monday, August 23, 2021 7:24 AM
To: Paul Kvam <pkvam@openspace.org>
Cc: Jessica Morales-Flores <jmorales@sandis.net>
Subject: FW: CONFIRM RECEIPT: SANDIS Invoice (721032) Billingsley and Burton Demolition

Hi Paul,

I'm forwarding this invoice to you for review and approval.

Have a great day.

Debbie

From: Jessica Morales-Flores <jmorales@sandis.net>
Sent: Friday, August 20, 2021 10:44 AM
To: Accounts Payable <accountspayable@openspace.org>
Cc: Accounts Receivable at SANDIS <AR@sandis.net>; Billing <billing@sandis.net>
Subject: CONFIRM RECEIPT: SANDIS Invoice (721032) Billingsley and Burton Demolition

You don't often get email from jmorales@sandis.net. [Learn why this is important](#)

EXTERNAL

Hello,

Please find our current invoice 2107187 attached for your review and processing. Since this is our first invoice on this job, would you please let us know if there is a special billing deadline or paperwork that our invoices should accompany.

Should you have any questions or need anything additional, please let us know.

Please confirm receipt of this email.

Thanks,

Jessica

Jessica Morales Project Accountant

Office 916.783.6919

jmorales@sandis.net

3007 Douglas Blvd., Suite 105 | Roseville, CA 95661

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CVE Demolition, Inc.

4263 N. Selland Ave

Fresno, CA 93722

Invoice

Date	Invoice #
10/29/2021	1585

Bill To

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022

P.O. No.	Terms	Due Date	Project
2022-276	Net 30	11/28/2021	D21197 CC Billingsl...

Description	Prior Amt	Prior %	Curr %	Total %	Amount
Jobsite: 34000 Loma Prieta Rd., Los Gatos, CA 95033					
General and Supplemental Contitions			100.00%	100.00%	8,650.00
Stand Down Time Allowance			0.00%	0.00%	0.00
Mobilization/ Demobilization			74.72%	74.72%	13,300.00
Storm Water Pollution Prevention			100.00%	100.00%	3,800.00
Septic System Abandonment/Abatement			49.89%	49.89%	3,000.00
Composite Shingle Roofing (Shed)			100.00%	100.00%	4,200.00
Concrete Mastic (Cabin)			100.00%	100.00%	4,500.00
Linoleum & Glue (Trailer)			100.00%	100.00%	5,200.00
Penetration Mastic (Accessory Structure)			100.00%	100.00%	3,900.00
Main House			100.00%	100.00%	30,937.50
Electrical Panel, Propane Tanks, Misc			0.00%	0.00%	0.00
Water Tank, Storage Containers, Vehicles			100.00%	100.00%	3,960.00
Storage Containers, Vehicle and Debris			100.00%	100.00%	11,880.00
Partially Built Cabin and Misc Debris			100.00%	100.00%	19,800.00
Septic Tank			100.00%	100.00%	742.50
Shed, Batteries, & Misc Debris			100.00%	100.00%	2,970.00
Misc Debris			100.00%	100.00%	7,920.00
Small Bulldozer			51.18%	51.18%	475.00
Campsite			100.00%	100.00%	495.00
Trailer			100.00%	100.00%	10,395.00
Utility Poles and Misc Debris			100.00%	100.00%	742.50
Fencing			100.00%	100.00%	330.00

Total

Phone #	Fax #	E-mail	Payments/Credits
559-222-1149	559-222-1174	tiffanyf@cvecorp.com	Balance Due

* Late fee of 1.5% will be added for every 30 days the invoice remains unpaid *

Now accepting the following credit cards: Visa, Master Card, American Express & Discover

* All payments made by credit card will receive a 3% convenience fee of the invoice amount



CVE Demolition, Inc.

4263 N. Selland Ave

Fresno, CA 93722

Invoice

Date	Invoice #
10/29/2021	1585

Bill To

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022

P.O. No.	Terms	Due Date	Project
2022-276	Net 30	11/28/2021	D21197 CC Billingsl...

Description	Prior Amt	Prior %	Curr %	Total %	Amount
Misc Debris			100.00%	100.00%	16,500.00
Work Shop			100.00%	100.00%	12,993.75
Tank (Steel)			100.00%	100.00%	990.00
Tank (Poly)			100.00%	100.00%	495.00
Tank (Poly)			100.00%	100.00%	495.00
Misc Debris			100.00%	100.00%	33,000.00
Household Garbage & Misc Debris			0.00%	0.00%	0.00
Misc Debris			100.00%	100.00%	25,300.00
Utility Poles, Trailer, Tires, Misc Debris			50.00%	50.00%	2,475.00
House			100.00%	100.00%	8,910.00
Accessory Structure			100.00%	100.00%	3,712.50
Upper Corral			100.00%	100.00%	495.00
Lower Corral			100.00%	100.00%	990.00
Site Restoration Grading			0.00%	0.00%	0.00
Allowance to Charge Debris Removal Against			0.00%	0.00%	0.00
Allowance to Charge Miscellaneous Debris			0.00%	0.00%	0.00
Allowance to Charge Septic Tank Costs			0.00%	0.00%	0.00
Additional Site Grading Per District Request			0.00%	0.00%	0.00
Salvage Allowance			0.00%	0.00%	0.00
Stand Down Time- Equipment Operator (Per Hour)			0.00%	0.00%	0.00
Stand Down Time- Foreman (Per Hour)			0.00%	0.00%	0.00
Stand Down Time- Laborer (Per Hour)			0.00%	0.00%	0.00
Earthwork- Grading (Per Hour)			0.00%	0.00%	0.00
Tree Removal (Trunk <12') (Per Tree)			0.00%	0.00%	0.00
Tree Removal (Trunk >12') (Per Tree)			0.00%	0.00%	0.00

Total

Phone #	Fax #	E-mail	Payments/Credits
559-222-1149	559-222-1174	tiffanyf@cvecorp.com	Balance Due

* Late fee of 1.5% will be added for every 30 days the invoice remains unpaid *

Now accepting the following credit cards: Visa, Master Card, American Express & Discover

* All payments made by credit card will receive a 3% convenience fee of the invoice amount



CVE Demolition, Inc.
 4263 N. Selland Ave
 Fresno, CA 93722

Invoice

Date	Invoice #
10/29/2021	1585

Bill To
Midpeninsula Regional Open Space District 330 Distel Circle Los Altos, CA 94022

P.O. No.	Terms	Due Date	Project
2022-276	Net 30	11/28/2021	D21197 CC Billingsl...

Description	Prior Amt	Prior %	Curr %	Total %	Amount
Silt Fencing (LF Installed)			0.00%	0.00%	0.00
Hand Seeding & Cover With Weed-Free Straw			0.00%	0.00%	0.00
Amount Deducted for 5 % Retention					-12,177.69

Please remit payment to CVE Demolition, Inc., Corporate Mailing Address: 4263 N. Selland Ave., Fresno, CA 93722			Total	\$231,376.06
Phone #	Fax #	E-mail	Payments/Credits	\$0.00
559-222-1149	559-222-1174	tiffanyf@cvecorp.com	Balance Due	\$231,376.06

* Late fee of 1.5% will be added for every 30 days the invoice remains unpaid *

Now accepting the following credit cards: Visa, Master Card, American Express & Discover
 * All payments made by credit card will receive a 3% convenience fee of the invoice amount

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Paul Kvam
Midpeninsula Regional Open Space
330 Distel Circle
Los Altos, CA 94022

PROJECT: Billingsley and Burton Properties Demolition

APPLICATION NO: 1

PERIOD TO: 10/31/20221

- Distribution to:
[X] OWNER
ARCHITECT
CONTRACTOR
CONST. MANAGER

FROM: CVE Demolition
4263 N. Selland Ave.
Fresno, Ca. 93722

JOB: D21197CC
PO# 2022-276

CONTRACT DATE: 8/26/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Schedule of values Sheet is attached.

Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT SUM (\$358,718.38), 2. Net change by Change Orders (0.00), 3. CONTRACT SUM TO DATE (358,718.38), 4. TOTAL COMPLETED & STORED TO DATE (243,553.75), 5. RETAINAGE (12,177.69), 6. TOTAL EARNED LESS RETAINAGE (231,376.06), 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (0.00), 8. CURRENT PAYMENT DUE (231,376.06), 9. BALANCE TO FINISH, INCLUDING RETAINAGE (127,342.32).

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CVE Contracting Group
By: Tina Cardenas Date: 10/29/2021

A notary public or other officer completing this certificate verifies onle 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:
County of:

Subscribed and sworn to (or affirmed) before me on this ___ day of ____, 2018, by ____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public:
My Comission Expires:

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____
OWNER:
By: _____ Date: _____
Inspector
By: _____ 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.

CHANGE ORDER SUMMARY table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include: Total changes approved in previous months by Owner (\$0.00), Total approved this Month (\$0.00), TOTALS (\$0.00), NET CHANGES by Change Order (\$0.00).

Continuation Sheet

PAGE 2 OF 2 PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 10/29/2021

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/31/2021

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	
GC.1	General and Supplemental Conditions	\$8,650.00	\$0.00	\$8,650.00		\$8,650.00	100%	Comment for BOC - 50% of the amounts allocated to MAA25-002
GC.2	Stand Down Time Allowance	\$25,000.00	\$0.00	\$0.00		\$0.00		
A.1	Mobilization/ Demobilization	\$17,800.00	\$0.00	\$13,300.00		\$13,300.00	75%	
A.2	Storm Water Pollution Prevention	\$3,800.00	\$0.00	\$3,800.00		\$3,800.00	100%	
A.3	Septic System Abandonment/Abatement	\$6,013.00	\$0.00	\$3,000.00		\$3,000.00	50%	
B.1	Composite Shingle Roofing (Shed)	\$4,200.00	\$0.00	\$4,200.00		\$4,200.00	100%	Comment for BOC - At 100% allocation to MAA25-002 - Except line item B.4
B.2	Concrete Mastic (Cabin)	\$4,500.00	\$0.00	\$4,500.00		\$4,500.00	100%	
B.3	Linoleum & Glue (Trailer)	\$5,200.00	\$0.00	\$5,200.00		\$5,200.00	100%	
B.4	Penetration Mastic (Accessory Structure)	\$3,900.00	\$0.00	\$3,900.00		\$3,900.00	100%	
C.1	Main House	\$30,937.50	\$0.00	\$30,937.50		\$30,937.50	100%	
C.2	Electrical Panel, Propane Tanks, Misc	\$990.00	\$0.00	\$0.00		\$0.00		
C.3	Water Tank, Storage Containers, Vehicles	\$3,960.00	\$0.00	\$3,960.00		\$3,960.00	100%	
C.4	Storage Containers, Vehicle and Debris	\$11,880.00	\$0.00	\$11,880.00		\$11,880.00	100%	
C.5	Partially Built Cabin and Misc Debris	\$19,800.00	\$0.00	\$19,800.00		\$19,800.00	100%	
C.6	Septic Tank	\$742.50	\$0.00	\$742.50		\$742.50	100%	
C.7	Shed, Batteries, & Misc Debris	\$2,970.00	\$0.00	\$2,970.00		\$2,970.00	100%	
C.8	Misc Debris	\$7,920.00	\$0.00	\$7,920.00		\$7,920.00	100%	
C.9	Small Bulldozer	\$928.13	\$0.00	\$475.00		\$475.00	51%	
C.10	Campsite	\$495.00	\$0.00	\$495.00		\$495.00	100%	
C.11	Trailer	\$10,395.00	\$0.00	\$10,395.00		\$10,395.00	100%	
C.12	Utility Poles and Misc Debris	\$742.50	\$0.00	\$742.50		\$742.50	100%	
C.13	Fencing	\$330.00	\$0.00	\$330.00		\$330.00	100%	
C.14	Misc Debris	\$16,500.00	\$0.00	\$16,500.00		\$16,500.00	100%	
C.15	Work Shop	\$12,993.75	\$0.00	\$12,993.75		\$12,993.75	100%	
C.16	Tank (Steel)	\$990.00	\$0.00	\$990.00		\$990.00	100%	
C.17	Tank (Poly)	\$495.00	\$0.00	\$495.00		\$495.00	100%	
C.18	Tank (Poly)	\$495.00	\$0.00	\$495.00		\$495.00	100%	
C.19	Misc Debris	\$33,000.00	\$0.00	\$33,000.00		\$33,000.00	100%	

C.20	Household Garbage & Misc Debris	\$1,485.00	\$0.00	\$0.00	\$0.00			
C.21	Misc Debris	\$25,300.00	\$0.00	\$25,300.00	\$25,300.00	100%		
C.22	Utility Poles, Trailer, Tires, Misc Debris	\$4,950.00	\$0.00	\$2,475.00	\$2,475.00	50%		
C.23	House	\$8,910.00	\$0.00	\$8,910.00	\$8,910.00	100%		
C.24	Accessory Structure	\$3,712.50	\$0.00	\$3,712.50	\$3,712.50	100%		
C.25	Upper Corral	\$495.00	\$0.00	\$495.00	\$495.00	100%		
C.26	Lower Corral	\$990.00	\$0.00	\$990.00	\$990.00	100%		
D.1	Site Restoration Grading	\$27,101.00	\$0.00	\$0.00	\$0.00			
D.2	Allowance to Charge Debris Removal Against	\$5,000.00	\$0.00	\$0.00	\$0.00			
D.3	Allowance to Charge Miscellaneous Debris	\$5,000.00	\$0.00	\$0.00	\$0.00			
D.6	Allowance to Charge Septic Tank Costs	\$25,000.00	\$0.00	\$0.00	\$0.00			
D.7	Additional Site Grading Per District Request	\$147.50	\$0.00	\$0.00	\$0.00			
D.8	Salvage Allowance	\$15,000.00	\$0.00	\$0.00	\$0.00			
U.1	Stand Down Time- Equipment Operator (Per Hour)							
U.2	Stand Down Time- Foreman (Per Hour)							
U.3	Stand Down Time- Laborer (Per Hour)							
U.4	Earthwork- Grading (Per Hour)							
U.5	Tree Removal (Trunk <12') (Per Tree)							
U.6	Tree Removal (Trunk >12') (Per Tree)							
U.7	Silt Fencing (LF Installed)							
U.8	Hand Seeding & Cover With Weed-Free Straw							
GRAND TOTALS		\$358,718.38	\$0.00	\$243,553.75	\$0.00	\$243,553.75	67.90%	\$0.00

I RETAINAGE (IF VARIABLE RATE)
\$432.50
\$0.00
\$665.00
\$190.00
\$150.00
\$210.00
\$225.00
\$260.00
\$195.00
\$1,546.88
\$0.00
\$198.00
\$594.00
\$990.00
\$37.13
\$148.50
\$396.00
\$23.75
\$24.75
\$519.75
\$37.13
\$16.50
\$825.00
\$649.69
\$49.50
\$24.75
\$24.75
\$1,650.00

\$0.00
\$1,265.00
\$123.75
\$445.50
\$185.63
\$24.75
\$49.50
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$12,177.69

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:

Name of Customer:

Job Location:

Owner:

Through Date:

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:

Amount of Check: \$

Check Payable to:

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: *Tina Cardenas*

Claimant's Title:

Date of Signature:

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	SWCA Environmental Consultants	Date	12/20/2021
Project #	MAA03-005	GL #	30-30-320-8201.01
Invoice Amount	\$10,367.50	Invoice #	138013
Project Manager*	Gretchen Lausten	Title*	Senior Planner
Description	Design/conceptual cost estimate – Purisima-to-th-Sea Parking Area and Trails.		

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: [Debbie Ledger](#)
To: [Lisa Jenkinson](#)
Subject: FW: Invoice Processing: SWCA/ Invoice 138013
Date: Monday, January 3, 2022 2:43:33 PM
Attachments: [Purisima-to-the-Sea Parking Area and Tra Invoice 000138013.pdf](#)

Hi,

Forwarding an invoice for processing.

Thanks,

Debbie

From: Gretchen Laustsen <glaustsen@openspace.org>
Sent: Monday, January 3, 2022 1:35 PM
To: Accounts Payable <accountspayable@openspace.org>
Cc: Debbie Ledger <dledger@openspace.org>; Bryan Apple <bapple@openspace.org>
Subject: Invoice Processing: SWCA/ Invoice 138013

SWCA Environmental Consultants
Invoice 138013
Contract Number 2021-79 / Amount \$287,000

PO #: 2022-00000104
PO Balance: \$98,348.09
PO Complete: NO

Amount to pay: \$ 10,367.50
G/L Account 30-30-320-8201.01 \$10,367.50

Project Number#: MAA3-5

I am approving this invoice electronically. GTL



Gretchen Laustsen
Senior Planner
glaustsen@openspace.org
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
P: (650) 691-1200 - F: (650) 691-0485



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

60 Stone Pine Road, Suite 100
Half Moon Bay, California 94019
Tel 650.440.4160 Fax 650.440.4165
www.swca.com

December 8, 2021

Gretchen Laustsen
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022

Re: Purisima-to-the-Sea Parking Area & Trails Feasibility Study Progress Report
SWCA Project No. 63462-002-HMB | Purchase Order #: 2022-0000104
Invoice #: 138013

Dear Ms. Laustsen:

Attached is Invoice #138013 for the Purisima-to-the-Sea Parking Area & Trails Feasibility Study. This invoice covers services provided by the SWCA Team in November 2021, including:

- Ongoing work on the Opportunities and Constraints Analysis for the project (Task 2.1A),
- Ongoing coordination of the Traffic Study for the project by our subconsultant BKF (Task 2.2C),
- Board meeting preparation for Public Outreach (Task 4)

Thank you, and please let us know if you have any questions or need any additional information from SWCA in order to process this invoice.

Sincerely,

A handwritten signature in black ink that reads "Mark C Brandi". The signature is written in a cursive, slightly slanted style.

Mark Brandi
Project Manager



Routing # 071922777 | Account # 7811583501 | Payable to: SWCA, Incorporated | Business Checking Account: First American Bank
 Notification: payment@swca.com | Physical Remittance: P.O. Box 7217, Carol Stream, IL 60197- 7217 | EIN: #86-0483317

Gretchen Lausten
 Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, California 94022

December 20, 2021

Invoice No: 138013
 Project Manager Mark Brandi
 Project No: 00063462-002-HMB

Invoice Total \$10,367.50

Purisima-to-the-Sea Parking Area and Trails Feasibility Study
 PO# 2022-00000104

Professional Services from November 1, 2021 through November 30, 2021

Phase 02.1 Parking Feasibility Study and Conceptual Cost Estimate

Task 2.1A Landscape Architect-Led Design of Parking Area and Trailhead

Professional Services

	Hours	Rate	Amount
Landscape Architect and Project Manager	10.00	185.00	1,850.00
Principal-in-Charge	1.00	198.00	198.00
Totals	11.00		2,048.00
Total Professional Services			2,048.00

Contract Limits

	Current	Prior	To-Date
Total Billings	2,048.00	9,401.50	11,449.50
Limit			44,198.00
Remaining			32,748.50

Total this Task \$2,048.00

Total this Phase \$2,048.00

Phase 02.2 Parking Feasibility Study and Conceptual Cost Estimate

Task 2.2C Traffic Study

Professional Services

	Hours	Rate	Amount
Landscape Architect and Project Manager	1.00	185.00	185.00
Totals	1.00		185.00
Total Professional Services			185.00

Subcontractors

Subcontractors			2,462.50
Total Subcontractors		1.1 times	2,462.50

2,708.75

Contract Limits

	Current	Prior	To-Date
Total Billings	2,893.75	11,995.06	14,888.81
Limit			21,040.92
Remaining			6,152.11

Total this Task \$2,893.75

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: *Land Acquisition* *Top 25 Expenses* *BOC Member Invoice Selection*

Vendor	<u>Condor Country Consulting, Inc.</u>	Date	<u>04/30/2022</u>
Project #	<u>MAA05-007</u>	GL #	<u>30-61-641-8202.01</u>
Invoice Amount	<u>\$7,701.11</u>	Invoice #	<u>#22-024</u>
Project Manager*	<u>Bryan Apple</u>	Title*	<u>Capital Projects Field Manager</u>
Description	<u>Biological survey consulting – La Honda Creek Phase II Trail Connections 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
- 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: [Debbie Ledger](#)
To: [Lisa Jenkinson](#)
Subject: FW: Condor Country invoice #22-024
Date: Tuesday, May 10, 2022 12:33:01 PM

Hi,

Forwarding the approval.

Kind regards,

Debbie Ledger

Sr. Finance & Accounting Technician
Midpeninsula Regional Open Space District
dledger@openspace.org
650.625.6554(direct)

From: Bryan Apple <bapple@openspace.org>
Sent: Tuesday, May 10, 2022 10:17 AM
To: Karine Tokatlian <ktokatlian@openspace.org>; Debbie Ledger <dledger@openspace.org>;
Accounts Payable <accountspayable@openspace.org>
Subject: RE: Condor Country invoice #22-024

Approved.

Thanks,
Bryan

From: Karine Tokatlian <ktokatlian@openspace.org>
Sent: Monday, May 9, 2022 11:35 AM
To: Bryan Apple <bapple@openspace.org>; Debbie Ledger <dledger@openspace.org>; Accounts
Payable <accountspayable@openspace.org>
Subject: FW: Condor Country invoice #22-024

Hi Bryan,
Please approve this invoice so Debbie can process for Condor Country's owl surveys (Task Order 3).

Invoice #: 22-024
Contract#: 2021-157 (Total \$50,000 biological on-call)
PO#: 2022-407 (PO Balance \$14,435.34)
Amt to Pay: \$7,701.11
GL Acct: 30-61-641-8202.01
Project #: MAA05-007
Approved: KT, need Bryan's



Midpeninsula Regional Open Space District

330 Distel Circle, Los Altos, CA 94022

650.691.1200 (office)

openspace.org



From 50 to Forever: Caring for the land that cares for us – By creating Midpen 50 years ago, our community prioritized clean air and water, healthy habitats for diverse native plants and animals, ecosystems that are resilient to the effects of our changing climate, and places for people to connect with nature – that's what Midpen provides in perpetuity. [Celebrate with us all year long >](#)

**Condor Country Consulting, Inc.**

815 Estudillo St.

Martinez, CA 94553-1617



Terms

Net 30

TIN: 26-4002386

Invoice

Phone # 925-335-9308

Fax: 925-231-0571

Invoice #: 22-024**Invoice Date:** 4/30/2022**Due Date:** 5/30/2022**Project:** 00392 - TO#3 - 2022 La Ho...**Bill To:**Mid-Peninsula Open Space District
Stella Cousins
330 Distel Cir.
Los Altos, CA 94022-1404**Job Total Balance** \$7,701.11**Total Budget:** \$ 14,435.34**Job Billed to Date:** \$ 7,701.11**Budget Remaining:** \$ 6,734.23

Date	Item	Description	Hours/Qty	Rate	Amount
		Spotted Owl Surveys and ARU Analysis, La Honda Creek OSP TASK ORDER 3 PO 2022-407 Contract number: 2021-157 Midpen GL number: 30-61-641-8202.01 Midpen Project number: MAA05-007 Project Manager: Karine Tokatlian, Natural Resource Department Email: ktokatlian@openspace.org Phone: (858) 663-8610			
3/16/2022	Staff Biologist II	LABOR Task 1 NSO Survey (Principal cost override)	8	146.07	1,168.56
3/16/2022	Staff Biologist	Task 1 NSO Survey	8	134.01	1,072.08
3/17/2022	Staff Biologist II	Task 3 ARU recovery (Principal cost override)	7.25	146.07	1,059.01
3/17/2022	Staff Biologist	Task 3 ARU data analysis	2	134.01	268.02
3/24/2022	Staff Biologist	Task 3 ARU data analysis	1	134.01	134.01
3/25/2022	Staff Biologist	Task 3 ARU data analysis	5	134.01	670.05
4/5/2022	Staff Biologist II	Task 1- NSO Survey- CNDDB research/map (Senior cost override)	1	146.07	146.07
4/7/2022	Staff Biologist	Task 3 ARU data analysis	2.25	134.01	301.52
4/28/2022	Staff Biologist	Task 1 NSO Survey	8	134.01	1,072.08
4/28/2022	Staff Biologist II	Task 1 NSO Survey (Principal cost override)	7.75	146.07	1,132.04
4/29/2022	Staff Biologist II	Task 1 NSO Survey (Principal cost override)	2	146.07	292.14

Please remit to above address.

Total

Customer Contact	Customer Phone	Client Project Name/No.
Karine Tokatlian	(650) 691-1200	MAA05-007

Payments/Credits**Balance Due**



Terms
Net 30

Invoice

TIN: 26-4002386

Invoice #: 22-024

Invoice Date: 4/30/2022

Due Date: 5/30/2022

Project: 00392 - TO#3 - 2022 La Ho...

Phone # 925-335-9308

Fax: 925-231-0571

Bill To:

Mid-Peninsula Open Space District
 Stella Cousins
 330 Distel Cir.
 Los Altos, CA 94022-1404

Job Total Balance	\$7,701.11
Total Budget:	\$ 14,435.34
Job Billed to Date:	\$ 7,701.11
Budget Remaining:	\$ 6,734.23

Date	Item	Description	Hours/Qty	Rate	Amount
3/16/2022	Mileage - Reimbursable	MILEAGE Task 3 ARU retrieval	136	0.585	79.56
3/16/2022	Mileage - Reimbursable	Task 1 NSO Survey	181	0.585	105.89
3/17/2022	Mileage - Reimbursable	Task 3 ARU retrieval	135	0.585	78.98
4/28/2022	Mileage - Reimbursable	Task 1 NSO Survey	207	0.585	121.10

Please remit to above address.

Total \$7,701.11

Customer Contact	Customer Phone	Client Project Name/No.
Karine Tokatljan	(650) 691-1200	MAA05-007

Payments/Credits \$0.00

Balance Due \$7,701.11

3:30 PM

05/06/22

Condor Country Consulting, Inc.
Mileage by Job Detail
March through April 2022

Table with columns: Vehicle, Trip End Date, Billing Status, Item, Odometer Start, Odometer End, Total Miles, Notes, Sales Price, Amount. Includes sub-totals for Mid-Peninsula Open Space District and a grand TOTAL.

3:15 PM

05/06/22

Condor Country Consulting, Inc.
Time by Job Detail
March through April 2022

Date	Name	Duration	Notes
Mid-Peninsula Open Space District:00392 - TO#3 - 2022 La Honda NSO Surveys			
Staff Biologist			
03/16/2022	Madison L McGinn	8:00	Task 1NSO Survey
03/17/2022	Madison L McGinn	2:00	Task 3 ARU data Retrieval and analysis
03/24/2022	Madison L McGinn	1:00	Task 3ARU data Retrieval and analysis
03/25/2022	Madison L McGinn	5:00	Task 3ARU data Retrieval and analysis
04/07/2022	Madison L McGinn	2:15	Task 3ARU data Retrieval and analysis
04/28/2022	Madison L McGinn	8:00	Task 1NSO Survey
Total Staff Biologist		26:15	
Staff Biologist II			
03/16/2022	Sean D. Dexter	8:00	Task 1 NSO Survey
03/17/2022	Sean D. Dexter	7:15	Task 3 ARU recovery
04/05/2022	Rachel R. McCracken	1:00	Task 1- NSO Survey- CNDDDB research/map
04/28/2022	Sean D. Dexter	7:45	Task 1 NSO Survey
04/29/2022	Sean D. Dexter	2:00	Task 1 NSO Survey
Total Staff Biologist II		26:00	
Total Mid-Peninsula Open Space District:003...		52:15	
TOTAL		52:15	

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: *Land Acquisition* *Top 25 Expenses* *BOC Member Invoice Selection*

Vendor	MIG, Inc.	Date	06/22/2022
Project #	MAA06-002	GL #	30-30-320-8202.01
Invoice Amount	\$4,308.63	Invoice #	#0075839
Project Manager*	Arianna Nuri	Title*	Planner I
Description	Biological services – bat surveys - Hawthorns.		

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

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- All wire transfers or disbursement requests are included
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* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Warren Chan

From: Arianna Nuri
Sent: Thursday, June 23, 2022 12:33 PM
To: Accounts Payable
Cc: Karine Tokatlian; Matthew Chaney; Alex Casbara; Andrew Taylor; Warren Chan
Subject: Invoice 0075839: MIG Hawthorns Area Biological Services
Attachments: 16160.09 MROSD Hawthorns BIO_Apr-May Inv_20220622.pdf; FW: 16160.09 MROSD BIO Srvc for Hawthorns Historic Complex Invoice - Apr & May 2022 (PO#: 2022-419)

Hello,

I am writing to submit the attached invoice for on-call biological services for the Hawthorns Area. Karine Tokatlian's approval is attached.

Contract & Amount:	2021-125 \$50,000
PO#:	2022-419
PO Balance:	\$21,435
PO Complete (Y/N):	N
Amount to Pay:	\$4,308.63
G/L Account:	30-30-320-8202.01
Project#:	MAA06-002
I am approving this invoice electronically	AN

Thank you,
Ari

Arianna Nuri (she/her)
 Planner I
 anuri@openspace.org
 650.625.6559 (direct)

Warren Chan

From: Karine Tokatlian
Sent: Thursday, June 23, 2022 9:09 AM
To: Arianna Nuri; Alex Casbara
Subject: FW: 16160.09 MROSD BIO Svcs for Hawthorns Historic Complex Invoice - Apr & May 2022 (PO#: 2022-419)
Attachments: 16160.09 MROSD Hawthorns BIO_Apr-May Inv_20220622.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Hi Ari and Alex,
 I've reviewed and all looks good from my end. Please process under your GL and cc me and Matt.

I'll send MIG a reminder to also submit their June invoice asap.

Karine

From: Sandy Ho <sho@migcom.com>
Sent: Wednesday, June 22, 2022 10:53 AM
To: Arianna Nuri <anuri@openspace.org>; Karine Tokatlian <ktokatlian@openspace.org>
Cc: Kim Briones <kbriones@migcom.com>; Taylor Peterson <tpeterson@migcom.com>
Subject: 16160.09 MROSD BIO Svcs for Hawthorns Historic Complex Invoice - Apr & May 2022 (PO#: 2022-419)

EXTERNAL

The April to May 2022 invoice for MIG Project #16160.09 - MROSD Biological Services for Hawthorns Historic Complex (Task Order No. 2, Purchase Order # 2022-419) is attached.



Midpeninsula Regional Open Space District
 5050 El Camino Real, Los Altos, CA 94022
 650.691.1200 (office)
[openspace.org](https://www.openspace.org)



From 50 to Forever: Caring for the land that cares for us – By creating Midpen 50 years ago, our community prioritized clean air and water, healthy habitats for diverse native plants and animals, ecosystems that are resilient to the effects of our changing climate, and places for people to connect with nature – that's what Midpen provides in perpetuity. [Celebrate with us all year long >](#)

Invoice

MIG
800 Hearst Ave.
Berkeley, CA 94710
PH: 650-327-0429

Matthew Chaney
 Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022

June 22, 2022
 Project No: 016160.09
 Invoice No: 0075839

Project 016160.09 MROSD Biological Services for Hawthorns Historic Complex (Task Order 2)

Purchase Order #2022-419

Professional Services from April 1, 2022 to May 31, 2022

Phase 001 Daytime Bat Habitat Suitability Survey

Professional Personnel

	Hours	Rate	Amount	
Senior Biologist II Briones, Kim	8.00	165.00	1,320.00	
Totals	8.00		1,320.00	
Total Labor				1,320.00
				Total this Phase
				\$1,320.00

Phase 002 Bat Acoustic Survey

Professional Personnel

	Hours	Rate	Amount	
Senior Biologist II Briones, Kim	7.00	165.00	1,155.00	
Totals	7.00		1,155.00	
Total Labor				1,155.00
				Total this Phase
				\$1,155.00

Phase 003 Evening Emergence Surveys

Professional Personnel

	Hours	Rate	Amount	
Senior Biologist II Briones, Kim	1.75	165.00	288.75	
Totals	1.75		288.75	
Total Labor				288.75
				Total this Phase
				\$288.75

Phase 007 Administration & Quality Control

Professional Personnel

	Hours	Rate	Amount	
Senior Biologist II Briones, Kim	2.50	165.00	412.50	

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	016160.09	MROSD Biological Services for Hawthorns	Invoice	0075839
---------	-----------	---	---------	---------

Project Support				
Ho, Sandy		1.25	95.00	118.75
Totals		3.75		531.25
Total Labor				531.25
			Total this Phase	\$531.25

Phase	008	Optional San Francisco Dusky-footed Woodrat Colony Assessment		
Professional Personnel				
		Hours	Rate	Amount
Biologist II				
Broskoff, Alex		8.00	115.00	920.00
Totals		8.00		920.00
Total Labor				920.00
			Total this Phase	\$920.00

Phase	EXP	Project Expenses		
Reimbursable Expenses				
Mileage				
4/25/2022	Broskoff, Alex	Site Visit		31.21
4/25/2022	Briones, Kim	Site Visit		31.21
5/23/2022	Briones, Kim	Survey Lower Barn for Bats		31.21
	Total Reimbursables			93.63
			Total this Phase	\$93.63

Billing Limits	Current	Prior	To-Date
Total Billings	4,308.63	0.00	4,308.63
Limit			21,435.00
Remaining			17,126.37
		Total this Invoice	\$4,308.63

Work Performed: Conduct daytime building assessment for bats, coordinate evening emergence surveys, deploy/redeploy bat detectors and process bat data, map woodrat colonies, and general project coordination.

Signature of Project Manager: *Kim Briones*

Date: 6/22/2022

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor	Waterways Consulting, Inc.	Date	04/06/2022
Project #	MAA10-001	GL #	30-35-325-8201.02
Invoice Amount	\$20,127.14	Invoice #	2000562237
Project Manager*	Scott Reeves	Title*	Senior Capital Project Manager
Description	Professional services – permit administration and bid support for the Alpine Trail 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.

Warren Chan

From: Scott Reeves
Sent: Monday, June 13, 2022 12:26 PM
To: Accounts Payable
Cc: Warren Chan; Andrew Taylor
Subject: Waterways Invoice for Alpine Trail 18-050-18
Attachments: 18-050 Alpine Trail Inv 04-06-22.pdf

Good afternoon,
Please find approval of the attached invoice 18-050-18 from Waterways for the Alpine Trail project for permit administration and bid phase support.

Contract & Amount:	2019-090; \$302,429
PO#:	2022-217;
PO Balance:	\$30,590.00
PO Complete (Y/N):	N
Amount to Pay:	\$17,158.75
G/L Account:	30-35-325-8201.02
Project#:	MAA10-001
I am approving this invoice electronically	

Contract & Amount:	2019-090; \$302,429
PO#:	2022-216;
PO Balance:	\$7,226.25
PO Complete (Y/N):	N
Amount to Pay:	\$2,968.39
G/L Account:	30-35-325-8201.02
Project#:	MAA10-001
I am approving this invoice electronically	

Waterways Consulting, Inc.
 509A Swift Street
 Santa Cruz, CA 95060
 831.421.9291



Waterways Job #: 18-050 Alpine Trail

Bill To:
 Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA. 94022-1404
 ATTN: Scott Reeves

Date: 4/6/2022
 Invoice #: 18-050-18
 Payment Terms: Net 30

Task	Notes	Hours/Units	Rate	Amount
	Alpine Trail Agreement: PO#2022-016 & PO#2022-217			
Task 1.1	Principal Geologist: Project Administration, Management, and Coordination	1.5	165.00	247.50
Task 1.1	Structural Engineer: Project Administration, Management, and Coordination	2	200.00	400.00
Task 4.3	Principal Geotechnical Engineer: Final Geotechnical Report	1	190.00	190.00
Task 5.1	Principal Geologist: 90% PS&E	5.5	165.00	907.50
Task 5.1	Structural Engineer: 90% PS&E	12	200.00	2,400.00
Task 5.2	Principal Engineer: San Mateo County Building Permit	1	165.00	165.00
Task 5.2	Staff Engineer: San Mateo County Building Permit	9.75	115.00	1,121.25
Task 5.3	Principal Engineer: 100% PS&E	2	165.00	330.00
Task 5.3	Project Engineer: 100% PS&E	25	135.00	3,375.00
Task 5.3	Staff Engineer: 100% PS&E	12.5	115.00	1,437.50
Task 5.3	Principal Geologist: 100% PS&E	4	165.00	660.00
Task 5.3	Structural Engineer: 100% PS&E	8	200.00	1,600.00
Task 6.1	Principal Engineer: Pre-Bid Meeting Site Tour and Pre-Construction Meeting	9	165.00	1,485.00
Task 6.1	Principal Geotechnical Engineer: Pre-Bid Meeting Site Tour and Pre-Construction Meeting	8	190.00	1,520.00
Task 6.1	Principal Geologist: Pre-Bid Meeting Site Tour and Pre-Construction Meeting	8	165.00	1,320.00
	EXTENDED SERVICES: Alpine Trail Contingency Allowance			
Task 3.5	Principal Engineer: Expand Basis of Design Memo	1	165.00	165.00
Task 5.3	Principal Engineer: Expand 100% PS&E	2	165.00	330.00
Task 5.3	Project Engineer: Expand 100% PS&E	2	135.00	270.00
Task 5.3	Staff Engineer: Expand 100% PS&E	2	115.00	230.00

Subtotal
Previous Payments or Credits
Balance Due This Invoice

Waterways Consulting, Inc.
 509A Swift Street
 Santa Cruz, CA 95060
 831.421.9291



Waterways Job #: 18-050 Alpine Trail

Bill To:
 Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA. 94022-1404
 ATTN: Scott Reeves

Date: 4/6/2022
 Invoice #: 18-050-18
 Payment Terms: Net 30

Task	Notes	Hours/Units	Rate	Amount
Task 6.1	Principal Engineer: Expand Pre-Bid Meeting Site Tour and Pre-Construction Meeting	1	165.00	165.00
Task 6.1	Principal Geologist: Expand Pre-Bid Meeting Site Tour and Pre-Construction Meeting	1	165.00	165.00
Job Expense	Geotechnical Drill Rig		1,073.29	1,073.29
Job Expense	Laboratory Testing		535.00	535.00
Job Expense	Mileage	60	0.585	35.10

Subtotal	\$20,127.14
Previous Payments or Credits	\$0.00
Balance Due This Invoice	\$20,127.14

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: *Land Acquisition* *Top 25 Expenses* *BOC Member Invoice Selection*

Vendor	John Northmore Roberts & Assoc., Inc.	Date	04/12/2022
Project #	MAA21-004	GL #	30-35-325-8201.01
Invoice Amount	\$17,169.84	Invoice #	#2147
Project Manager*	Scott Reeves	Title*	Senior Capital Project Manager
Description	Professional services for design/schematics – Bear Creek Stables.		
	<hr/>		
	<hr/>		
	<hr/>		

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: Scott Reeves
Sent: Tuesday, April 12, 2022 2:01 PM
To: Accounts Payable
Cc: Debbie Ledger; Warren Chan; Andrew Taylor
Subject: JNRA - Invoice #2147 - Approved
Attachments: Invoice 2147 from John Northmore Roberts_Signed.pdf

Hello,

Please see the attached approved invoice #2147 from JNRA for the Use Permit Application preparation at Bear Creek Stables. This invoice is billing against the allowance portion of the contract.

Contract Number 2017-99 / Amount \$888,270.69
PO #: 2022-114
PO Balance: \$236,647.00
PO Complete: No
Amount to pay: \$ 17,169.84
G/L Account: 30-35-325-8201.01
Project Number#: MAA 21-004

I am approving this invoice electronically.

Thank you
Scott



Midpeninsula Regional Open Space District

330 Distel Circle, Los Altos, CA 94022

650.691.1200 (office)

[openspace.org](https://www.openspace.org)



From 50 to Forever: Caring for the land that cares for us – By creating Midpen 50 years ago, our community prioritized clean air and water, healthy habitats for diverse native plants and animals, ecosystems that are resilient to the effects of our changing climate, and places for people to connect with nature – that's what Midpen provides in perpetuity. [Celebrate with us all year long >](#)

John Northmore Roberts & Associates, Inc.
2927 Newbury Street, Suite B
Berkeley, CA 94703

Invoice

Date	Invoice No.
4/12/2022	2147

Bill To:

Midpeninsula Regional Open Space District 330 Distel Circle Los Altos, CA 94022

Terms	Project
Net 30	385 - Bear Creek Stables PO# 2022-114

Hours	Description	Staff / Info	Rate	Amount
		Professional services for: March 2022		
		Additional Services for Use Permit (Amendment No.5)		
4	22 - Schematic Des/Conceptual	John Roberts	255.00	1,020.00
12.5	22 - Schematic Des/Conceptual	Daniela Pena Corvillon	160.00	2,000.00
	30 - Subcontractors	Aliquot Associates, Inc. - Invoice 21950	12,878.00	12,878.00
	28 - Other Tasks	8% Project Management Fee	1,271.84	1,271.84

Total			\$17,169.84
Balance Due			\$17,169.84

MROSD INVOICE BILLING SUMMARY

CONTRACT PO NUMBER: 2022-114

PROJECT MANAGER: Scott Reeves

PROJECT NAME: Amendment No.5 Bear Creek Stables Additional Service for Use Permit

INVOICE PERIOD (starting to ending dates): 3/1/2022 - 3/31/2022

DATE OF INVOICE: 4/12/2022

INVOICE NO: 2147

PRIME CONSULTANT / SUBCONSULTANTS NAME		a CONTRACT BUDGET	b AMOUNT FOR CONTRACT AMENDMENT(S)	c NEW ADJUSTED CONTRACT AMOUNT = a + b	d AMOUNT INVOICED PRIOR TO CURRENT INVOICE	e AMOUNT FOR CURRENT INVOICE	f TOTAL INVOICED AMOUNT TO DATE = d + e	g REMAINING BALANCE = a - f or c - f	h % OF BUDGET SPENT TO DATE = f ÷ a or f ÷ c
A	John Northmore Roberts & Associates, Inc.	\$8,435.00	\$0.00	\$0.00	\$0.00	\$3,020.00	\$3,020.00	\$5,415.00	35.80%
B	Aliquot Associates, Inc.	\$12,900.00	\$0.00	\$0.00	\$0.00	\$12,878.00	\$12,878.00	\$22.00	99.83%
C	JNRA Project Management and Subconsultant Coordination Fee	\$1,706.00	\$0.00	\$0.00	\$0.00	\$1,271.84	\$1,271.84	\$434.16	74.55%
TOTAL		\$23,041.00	\$0.00	\$0.00	\$0.00	\$17,169.84	\$17,169.84	\$5,871.16	74.52%

JNRA Billing Details by Task

Task 1 - Prepare Use Permit Application Material		a CONTRACT BUDGET	b AMOUNT FOR CONTRACT AMENDMENT(S)	c NEW ADJUSTED CONTRACT AMOUNT = a + b	d AMOUNT INVOICED PRIOR TO CURRENT INVOICE	e AMOUNT FOR CURRENT INVOICE	f TOTAL INVOICED AMOUNT TO DATE = d + e	g REMAINING BALANCE = a - f or c - f	h % OF BUDGET SPENT TO DATE = f ÷ a or f ÷ c
1.1	Revise parcel plan to include overall site boundary	\$287.50	\$0.00	\$0.00	\$0.00	\$287.50	\$287.50	\$0.00	100.00%
1.2	Revise roadway plans to reflect 22' min. requirement	\$1,022.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,022.50	0.00%
1.3	Assist in preparation of documents to support Variance for road	\$575.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$575.00	0.00%
1.4	Respond to questions on septic system and minor design adjustments								
1.5	Adjust C.3 compliance design and documentatin	\$447.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$447.50	0.00%
1.6a	Coordinate with County Roads and Airports in response to comments on entry configuration	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00	0.00%
1.6b	Revise entry design in response to County Roads and Airports comments	\$287.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$287.50	0.00%
1.7	Review and adjust site layout for emergency vehicle maneuvering and hammerhead arrangement	\$575.00	\$0.00	\$0.00	\$0.00	\$575.00	\$575.00	\$0.00	100.00%
1.8	Clarify creek setback impacts on site layout	\$735.00	\$0.00	\$0.00	\$0.00	\$735.00	\$735.00	\$0.00	100.00%
1.9	Review District manure management plan	\$575.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$575.00	0.00%
1.10	Meetings and general coordination with MROSD and County	\$2,300.00	\$0.00	\$0.00	\$0.00	\$1,150.00	\$1,150.00	\$1,150.00	50.00%
1.8	Submit revised Use Permit Application Package to MROSD	\$1,470.00	\$0.00	\$0.00	\$0.00	\$272.50	\$272.50	\$1,197.50	18.54%
TOTAL		\$8,435.00	\$0.00	\$0.00	\$0.00	\$3,020.00	\$3,020.00	\$5,415.00	35.80%

INVOICE



Aliquot Associates, Inc.
1390 S. Main Street
Suite 310
Walnut Creek, CA 94596

Billing Questions
Phone: (925) 476-2300
Email: info@aliquot.com

John Northmore Roberts
2927 Newbury Street
Suite B
Berkeley, CA 94703

Invoice Date: 04/11/2022
Period Ending: 03/31/2022
Invoice Number: 21950
Amount Due: \$12,878.00
Due Date: Per Contract
Job Number: 217017.00
Job Name: MROSD Bear Creek Stables
Improvements

Description	Amount
Additional Services for Use Permit Application	12,878.00
Invoice Total	12,878.00

Expenses are cost plus 15%

A finance charge of 1 1/2% per month will be applied to any unpaid balance commencing thirty (30) days after the date of billing. Client has ten (10) days from the date of receipt of bill to notify Aliquot Associates, Inc., in writing of any alleged inaccuracies, discrepancies, or errors in billing.

Outstanding Invoices as of : 04/22/2022

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
		Total					

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor Santa Clara County – Dept of Environmental Health Date 02/15/2022

Project # MAA25-002 GL # 30-35-325-8204.01

Invoice Amount \$1,526.00 Invoice # #IN1252509

Project Manager* Paul Kvam Title* Senior Capital Project Manager

Description Santa Clara County permit fee for hazardous materials – Billingsley property.

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:

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- All wire transfers or disbursement requests are included
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* If Project Manager did not approve invoice or transaction, include authorized signatory's name & title here.

Debbie Ledger

From: Paul Kvam
Sent: Monday, February 28, 2022 12:15 PM
To: Debbie Ledger
Cc: Allen Ishibashi; Jasmine Leong; Tanisha Werner; Accounts Payable; Warren Chan
Subject: SCC DEV Invoice IN1252509
Attachments: IN1252509.pdf

Hi Debbie-
 I approve the attached invoice. This is a county hazardous material permit fee for the Billingsley Project.
 Thanks for the help!

Contract & Amount:	N/A
PO#:	N/A
PO Balance:	
PO Complete (Y/N):	N/A
Amount to Pay:	\$1,526.00
G/L Account:	30-35-325-8204.01
Project#:	MAA25-002
I am approving this invoice electronically: PK 2/28/22	

Paul Kvam, P.E.
Capital Project Manager III
 Midpeninsula Regional Open Space District
pkvam@openspace.org
 650.772.3633 (direct)

From: Wolff, Albert <Albert.Wolff@cep.sccgov.org>
Sent: Friday, February 18, 2022 11:21 AM
To: Paul Kvam <pkvam@openspace.org>
Subject: RE: 34000 Loma Prieta Drive - Status update

EXTERNAL

Good morning Paul,
 Thanks for the documentation, and I appreciate all of the follow-up you did with the contractor. The final step to close out the permit would be for MPOSD to pay the associated permit invoice from our agency (see attached). Once completed, please send me a fyi and I'll confirm via email that all action items have been completed and that the permit has been closed.
 Thank you,
 Albert Wolff
 Sr. Hazardous Materials Specialist

County of Santa Clara Department of Environmental Health
Hazardous Materials Compliance Division
1555 Berger Dr. Ste. 300, San Jose, CA 95112
Schedule: Tues-Fri | Office: 408-918-3375 | www.EHinfo.org/hazmat

NOTICE TO RECIPIENT:

This communication is intended only for the person to whom it is addressed, and may be protected by law. If you receive this in error, any review, use, dissemination, distribution, or copying is strictly prohibited.

From: Paul Kvam <pkvam@openspace.org>
Sent: Friday, February 11, 2022 11:36 AM
To: Wolff, Albert <Albert.Wolff@cep.sccgov.org>
Subject: [EXTERNAL] RE: 34000 Loma Prieta Drive - Status update

Albert-

From the contractor, "Due to testing and landfill review of supporting documentation the barrel of soil was deemed non-haz." I have attached the laboratory testing reports that were required by the landfill for the disposal. The manifest attached (and previously provided) is for the soil in question.

I remember that we did approach the landfills to try and categorize the soil with "generator knowledge" to categorize as hazardous waste but it was not accepted. We then had the soil tested, then performed additional testing requested by the landfill, and it was finally accepted by the landfill as non-hazardous. So in summary, we were forced to select option 2 from your note below.

Good morning Paul,
Thanks for providing the update. Re: the discolored soil performed to determine whether it is a hazardous waste MPOSD using generator knowledge to say that it's fuel to pick it up as with the other hazardous waste/hazardous

Please let me know if you have any additional questions or comments. And again, thanks for helping us with this.
-Paul

Paul Kvam, P.E.
Capital Project Manager III
Midpeninsula Regional Open Space District
pkvam@openspace.org
650.772.3633 (direct)

From: Wolff, Albert <Albert.Wolff@cep.sccgov.org>
Sent: Friday, February 11, 2022 7:53 AM
To: Paul Kvam <pkvam@openspace.org>
Subject: RE: 34000 Loma Prieta Drive - Status update
Importance: High

EXTERNAL

Good morning Paul,

I reviewed the document package that you emailed to me, and have a question. I do not see any hazardous waste manifest for the patch of fuel-contaminated soil that we observed at the eastern end of the partially-buried tank (see relevant section from the Notice of Inspection and follow-up email below). I saw that attachments 1 and 2 document disposal for non-hazardous dirt (the drum of soil borings generated from the initial sampling you had done upon purchase?). I also saw the subsequent attachments documenting disposal of liquid hazardous waste (fuels, oils, etc.).

1) The small patch (app 3 x 3 feet) of discolored soil located at the east end of the footprint of the former die: tank emitted a slight fuel odor when inspected in closer detail than on 3/5/21. Within 30 days, containerize tl as a hazardous waste, and provide a copy of the hazardous waste manifest to our agency for review.

Good morning Paul,

Thanks for providing the update. Re: the discolored soil, MPOSD may use “generator knowledge” or have a lab performed to determine whether it is a hazardous waste. Given the color, odor, and proximity to the tank, I’d recommend MPOSD using generator knowledge to say that it’s fuel-contaminated soil. A hazardous waste hauler would then pick it up as with the other hazardous waste/hazardous materials collected from the site over these past weeks/months. Based on some past conversations, it appears that CVE consolidates all hazardous waste/hazardous materials collected at their facility then has it picked up by a hazardous waste hauler. If this is the case, MPOSD wants to request copies of those disposal receipts from CVE.

Best regards,
Albert Wolff

Can you please connect with your contractor, and provide an update on this as soon as possible? This fuel-contaminated hazardous waste soil is required to be properly documented on a hazardous waste manifest (which I’ll need to review before closing out this matter).

Best regards,
Albert Wolff

Sr. Hazardous Materials Specialist
County of Santa Clara Department of Environmental Health
Hazardous Materials Compliance Division
1555 Berger Dr. Ste. 300, San Jose, CA 95112
Schedule: Tues-Fri | Office: 408-918-3375 | www.EHinfo.org/hazmat

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From: Paul Kvam <pkvam@openspace.org>
Sent: Thursday, February 3, 2022 4:36 PM
To: Wolff, Albert <Albert.Wolff@cep.sccgov.org>
Subject: [EXTERNAL] RE: 34000 Loma Prieta Drive - Status update

Albert-

Thanks for bearing with us. Please see the attached documents and let me know if any additional clarification is required.

Thanks again,

Paul Kvam, P.E.

Capital Project Manager III

Midpeninsula Regional Open Space District

pkvam@openspace.org

650.772.3633 (direct)

From: Wolff, Albert <Albert.Wolff@cep.sccgov.org>
Sent: Wednesday, February 2, 2022 8:53 AM
To: Paul Kvam <pkvam@openspace.org>
Subject: RE: 34000 Loma Prieta Drive - Status update
Importance: High

EXTERNAL

Good morning Paul,

I hope this finds you well. Any update on the email below? Once I receive documentation mentioned below, I'll be able to close out the permit and issue a no further action email.

Thanks,

Albert Wolff

Sr. Hazardous Materials Specialist

County of Santa Clara Department of Environmental Health

Hazardous Materials Compliance Division

1555 Berger Dr. Ste. 300, San Jose, CA 95112

Schedule: Tues-Fri | Office: 408-918-3375 | www.EHinfo.org/hazmat

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From: Wolff, Albert
Sent: Wednesday, January 19, 2022 7:53 AM
To: Paul Kvam <pkvam@openspace.org>
Subject: RE: 34000 Loma Prieta Drive - Status update
Importance: High

Good morning Paul,

The stained soil cannot be taken directly to a landfill as it likely meets hazardous waste criteria due to the presence of fuel (Diesel?). That said, it must be managed as a hazardous waste as we discussed and picked-up by a hazardous waste hauler. The hauler will leave a hazardous waste manifest with the contractor (which I'll require a copy of). Also, I require copies of hazardous waste manifests, consolidated manifests, or bills of lading documenting the disposal of the other hazardous materials/hazardous materials containers that we observed (gas cylinders, treated wood, etc.).

Best regards,

Albert Wolff

Sr. Hazardous Materials Specialist

County of Santa Clara Department of Environmental Health

Hazardous Materials Compliance Division

1555 Berger Dr. Ste. 300, San Jose, CA 95112

Schedule: Tues-Fri | Office: 408-918-3375 | www.EHinfo.org/hazmat

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From: Paul Kvam <pkvam@openspace.org>
Sent: Wednesday, January 19, 2022 7:47 AM
To: Wolff, Albert <Albert.Wolff@cep.sccgov.org>
Subject: [EXTERNAL] RE: 34000 Loma Prieta Drive - Status update

Hi Albert-

We have wrapped up all of the demo items with the exception of the barrel of soil which is still onsite. Our contractor has been having issues getting it accepted for disposal at the landfills (apparently we needed an additional test – aquatic toxicity- due to elevated diesel levels, then the rep was out with Covid) so it is just dragging. I followed up yesterday with the contractor and will do so again to get you a timeline for the disposal.

Thanks for checking in.



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: Wolff, Albert <Albert.Wolff@cep.sccgov.org>
Sent: Tuesday, January 18, 2022 5:44 PM
To: Paul Kvam <pkvam@openspace.org>
Subject: RE: 34000 Loma Prieta Drive - Status update
Importance: High

EXTERNAL

Good afternoon Paul,

I’m reaching out for an update regarding the clean-up of this property. Specifically, were all of the patches of discolored soil collected and managed as a hazardous waste? If yes, do you have copies of the hazardous waste manifests? Additionally, was all of the HazMat and HazMat containers (including cylinders) collected? If yes, do you have copies of the hazardous waste manifests, consolidated manifests, or bills of lading?

Best regards,
Albert Wolff

Sr. Hazardous Materials Specialist
County of Santa Clara Department of Environmental Health
Hazardous Materials Compliance Division
1555 Berger Dr. Ste. 300, San Jose, CA 95112
Schedule: Tues-Fri | Office: 408-918-3375 | www.EHinfo.org/hazmat

NOTICE TO RECIPIENT:

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From: Wolff, Albert
Sent: Tuesday, October 26, 2021 8:14 AM
To: Paul Kvam <pkvam@openspace.org>
Subject: RE: 34000 Loma Prieta Drive - Status update

Good morning Paul,

Thanks for providing the update. Re: the discolored soil, MPOSD may use “generator knowledge” or have a lab analysis performed to determine whether it is a hazardous waste. Given the color, odor, and proximity to the tank, I’d accept MPOSD using generator knowledge to say that it’s fuel-contaminated soil. A hazardous waste hauler would then need to pick it up as with the other hazardous waste/hazardous materials collected from the site over these past weeks/months. Based on some past conversations, it appears that CVE consolidates all hazardous waste/hazardous materials collected at their facility then has it picked up by a hazardous waste hauler. If this is the case, MPOSD will want to request copies of those disposal receipts from CVE.

Best regards,

Albert Wolff

Sr. Hazardous Materials Specialist

County of Santa Clara Department of Environmental Health

Hazardous Materials Compliance Division

1555 Berger Dr. Ste. 300, San Jose, CA 95112

Schedule: Tues-Fri | Office: 408-918-3375 | www.EHinfo.org/hazmat

From: Paul Kvam <pkvam@openspace.org>
Sent: Monday, October 25, 2021 11:20 AM
To: Wolff, Albert <Albert.Wolff@cep.sccgov.org>
Subject: [EXTERNAL] 34000 Loma Prieta Drive - Status update

Albert –

Some updates and a question on the attached Notice to Comply

Item #1&2 – Discolored Soil at Old Tank Location

We have containerized the soil and placed it into the barrel onsite. The demo contractor CVE is asking about disposal requirements (they mentioned they thought that all soil needed testing). I thought you told me a classification that we could label the soil (petroleum contaminated or something similar?) that would not require test results. Do you have any additional insight into disposing this drum of soil?

Item #3 – Half Buried Tank

Please see attached for scrap metal recyclers receipt and photo of disposal.

Item #4-5 – Miscellaneous Hazardous materials/waste and Treated Wood

In process of collecting and disposing. Will provide disposal receipt and manifest



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



Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
650.691.1200 (office)
openspace.org



From 50 to Forever: Caring for the land that cares for us – By creating Midpen 50 years ago, our community prioritized clean air and water, healthy habitats for diverse native plants and animals, ecosystems that are resilient to the effects of our changing climate, and places for people to connect with nature – that's what Midpen provides in perpetuity. Celebrate with us all year long at openspace.org/50-years

County of Santa Clara

Department of Environmental Health

1555 Berger Drive, Suite 300, San Jose, CA 95112-2716

Phone (408) 918-3400

www.EHinfo.org

ATTACHMENT 4



INVOICE

RE : MIDPENINSULA REGIONAL OPEN SPACE DISTRICT – 3400
LOMA PRIETA DR
3400 LOMA PRIETA DR
LOS GATOS, CA 95032

TO : MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Attn: Paul Kvam/Allen Ishibashi
7400 ST JOSEPHS AV
LOS ALTOS, CA 94022



Account Number	Date
AR1344011	2/15/22
Invoice ID	Facility ID
IN1252509	FA0300039
Amount	
\$1,526.00	

**Pay your bill online at www.EHInfo.org with your checking, debit or credit card account.
Paying online with any internet-connected device is FREE, quick, and easy!
No additional fees will be charged for credit card payment.**

Account ID: AR1344011 Facility ID: FA0300039 Invoice ID: IN1252509



Applied Date	Record ID	Program Element	Description	Amount
02/15/22	SR0865424	1820	A/G CLOSURE	\$ 1,526.00

Total for This Invoice: \$ 1,526.00

Account Summary (Including This Invoice) :

New Charges	Charges Past Due	Total Due
\$ 1,526.00	\$ 0.00	\$ 1,526.00

Midpeninsula Regional
OpenSpace

Bond Oversight Committee

Invoice Cover Sheet (FY2021-22)

Invoice Details: Land Acquisition Top 25 Expenses BOC Member Invoice Selection

Vendor Ecological Concerns, Inc. Date 10/01/2021

Project # MAA25-002 GL # 30-35-325-8202.01

Invoice Amount \$9,000.00 Invoice # #28782

Project Manager* Paul Kvam Title* Senior Capital Project Manager

Description Invasive plant removal – Billingsley/Burton properties.

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: [Debbie Ledger](#)
To: [Lisa Jenkinson](#)
Subject: FW: ECI Invoice 28782
Date: Monday, October 25, 2021 9:53:12 AM
Attachments: [ECI Invoice 28782 - Billingsley - BLNY-21 - September - 2021.pdf](#)
[image002.png](#)

Hi,

Forwarding an invoice for processing.

Thanks,

Debbie

From: Paul Kvam <pkvam@openspace.org>
Sent: Monday, October 25, 2021 8:32 AM
To: Debbie Ledger <dledger@openspace.org>
Cc: Accounts Payable <accountspayable@openspace.org>; Warren Chan <wchan@openspace.org>; Andrew Taylor <ataylor@openspace.org>; Lisa Jenkinson <ljenkinson@openspace.org>
Subject: ECI Invoice 28782

Good Morning Debbie-

I approve this invoice. This is the first and final invoice under this purchase order. If I missed anything, or if modification are required, please let me know.

Thanks!

Contract & Amount
2022-23 / \$9,000.00
PO#
2022-230
PO Balance
\$9,000.00
PO Complete Y/N
Y
Amount to Pay
\$9,000.00
G/L Account
30-35-325-8202.01
Project #
MAA25-002
I am approving this invoice electronically.
PK
Date
10/25/2021



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



Ecological Concerns Incorporated

125 Walk Circle
Santa Cruz, CA 95060

Office: (831) 459-0656 Fax: (831)457-1606

Invoice

Invoice #: 28782
Invoice Date: 10/1/2021

Bill To:
Midpeninsula Regional
Open Space District
330 Distel Circle
Los Altos, CA 94022-1404

Service Period	Project	Contract No.	Terms
September 2021	BillingsleySierra Azul Preserve ~...	2022-230	Contract

Description	Hours/Qty	Rate	Amount
Billingsley and Burton Properties Demolition Invasive Plant Removal PO#: 2022-230 Project Manager: Paul Kvam Task No. 1 - Invasive Plant Removal		9,000.00	9,000.00
Total			\$9,000.00

PO#: 2022-230	Project Manager: Paul Kvam
Billingsley and Burton Properties Demolition Invasive Plant Removal	

Invoicing Period:		Sep-21
Contract Value:	\$	9,000.00
Total Previous Invoices:	\$	-
Current Invoice:	\$	9,000.00
Budget Remaining:	\$	-

Rogue Valley Habitat Improvements			
September Invoice 2021	Hours/Units	Rate	Cost
MANUAL	144	\$ 62.50	\$ 9,000.00
MECHANICAL		N/A	
CHEMICAL		N/A	
MATERIALS (15% MARK UP)		N/A	
Subtotal			\$ 9,000.00

