



Midpeninsula Regional
Open Space District



BOND OVERSIGHT COMMITTEE – MEASURE AA

January 31, 2018

AGENDA ITEM 2

AGENDA ITEM

Review documentation supporting the Selected Sample Transactions

ACTING GENERAL MANAGER'S RECOMMENDATION

Review the Measure AA documentation supporting the sample expenditures as selected on at the Bond Oversight Committee (BOC) meeting on January 11, 2018. This review will enable the BOC to obtain reasonable assurance that expenditures incurred were solely for uses, purposes, and projects authorized in the ballot measure language for Measure AA.

SUMMARY

At their January 11, 2018 meeting, the Bond Oversight Committee (BOC) selected sample expenditures for review to verify conformity to the Measure AA expenditure plan. Review of the selected samples will enable the BOC to obtain reasonable assurance that expenditures incurred by the District were solely for uses, purposes, and projects specified in the Measure AA expenditure plan.

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 obtain or provide reasonable assurance that the expenditures incurred were for projects authorized under Measure AA.

To obtain this verification and reasonable assurance, the BOC amended the Agreed-Upon Procedures at their meeting on January 11, 2018, to review the ten invoices with the highest dollar amount, four land purchases, and six other expenditures, as selected by the Committee for the Fiscal Year 2016-17 and adopt an agreed set of procedures to be used by Committee members when analyzing the sample expenditures. The following samples of expenditures were selected to be reviewed:

Table 1	4 Expenditures related to land purchases
Table 2	10 non-land expenditures with the highest dollar values
Table 3	6 assorted project expenditures not previously tested in prior BOC reviews

Also at their January 11, 2018 meeting, the BOC selected the sample expenditures in the categories as follows:

TABLE 1 - 4 Expenditures related to land purchases			
Project	Payment Date	Description	Amount
AA 15-002	6/22/2017	Conley Purchase	\$490,000.00
AA 24-002RP	09/29/2016	Peterson property purchase	\$689,200.60
AA 24-004RP	10/28/2016	Navid/Bagher purchase	\$39,131.33
AA 24-003RP	05/30/2017	Kahn Property Purchase	\$540,000.00

TABLE 2 - 10 non-land expenditures with the highest dollar values				
Project	Payment Date	Vendor	Description	Amount
AA 23-006	06/08/2017	11716 - O.C. JONES & SONS, INC.	Mt Umunhum Rd Rehab Project	\$1,543,925.49
AA 23-004	06/28/2017	11709 - D-LINE CONSTRUCTORS, INC.	Mt Um Summit Public Access Construction Improvements - May/June	\$1,005,747.85
AA 23-004	06/30/2017	11709 - D-LINE CONSTRUCTORS, INC.	Mt Um Summit Public Access Improvements Construction	\$922,752.00
AA 23-004	03/29/2017	11709 - D-LINE CONSTRUCTORS, INC.	Mt Um Summit Public Access Improvements Construction	\$911,650.00
AA 23-004	04/24/2017	11709 - D-LINE CONSTRUCTORS, INC.	Mt Um Summit Public Access Improvements Construction	\$804,650.00
AA 23-006	12/15/2016	11716 - O.C. JONES & SONS, INC.	Mt Um Road Rehabilitation Contractor November 2016	\$803,310.00
AA 23-006	12/01/2016	11716 - O.C. JONES & SONS, INC.	Mt Um Road Rehabilitation Contractor	\$625,266.00
AA 23-004	02/23/2017	11709 - D-LINE CONSTRUCTORS, INC.	Mt Um Summit Public Access Improvements Construction	\$554,650.00
AA 23-004	10/17/2016	11709 - D-LINE CONSTRUCTORS, INC.	Mt Um Summit Public Access Improvements Construction	\$526,050.00
AA 23-006	02/09/2017	11716 - O.C. JONES & SONS, INC.	Mt Um Road Rehabilitation Contractor	\$524,050.00

TABLE 3 - 6 assorted project expenditures not previously tested in prior BOC reviews				
Project	Date	Description	Vendor	Amount
AA 03-004	06/08/2017	Harkins Bridge	QUESTA ENGINEERING CORPORATION	\$11,298.20
AA 07-010	12/31/2016	Labor reimbursement Q1/Q2	N/A	\$10,035.44
AA 20-001	01/20/2017	Cooperative Agreement with CalTrans – Hwy 17 Wildlife Crossing	CalTrans	\$30,000.00
AA 21-005	06/30/2017	BCR Public Access Phase 1	HARRIS DESIGN	\$35,075.19
AA 21-005	06/30/2017	BCR cultural evaluation 'laundry site'	PACIFIC LEGACY INC	\$17,904.29
AA 22-001	11/22/2016	Streambed Alteration Fee – Hendrys Creek Restoration	CALIFORNIA DEPT FISH AND WILDLIFE-NAPA OFFICE	\$4,198.00

The supporting documentation for all the samples/expenditures listed in the 3 tables is attached to this report.

FISCAL IMPACT

No fiscal impact.

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 review of the selected sample expenditures in the BOC report to the Board of Directors. Discuss the draft report at the next BOC meeting on March 1st in preparation for a presentation to the Board of Directors on April 11th.

Responsible Department Head:

Stefan Jaskulak, Chief Financial Officer/Director of Administrative Services

Prepared by:

Stefan Jaskulak, Chief Financial Officer/Director of Administrative Services

Attachments:

- 1 - Documentation for the 4 Expenditures related to land purchases
- 2 - Documentation for the 10 non-land expenditures with the highest dollar values
- 3 - Documentation for the 6 assorted project expenditures not previously tested

RESOLUTION 17-11

RESOLUTION OF THE BOARD OF DIRECTORS OF MIDPENINSULA REGIONAL OPEN SPACE DISTRICT AUTHORIZING ACCEPTANCE OF PURCHASE AGREEMENT, AMENDING THE FISCAL YEAR 2016-17 GENERAL FUND CAPITAL BUDGET, AUTHORIZING GENERAL MANAGER OR OTHER APPROPRIATE OFFICER TO EXECUTE CERTIFICATE OF ACCEPTANCE AND GRANT TO DISTRICT, AUTHORIZING GENERAL MANAGER TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY OR APPROPRIATE TO CLOSING OF THE TRANSACTION (LONG RIDGE OPEN SPACE PRESERVE - LANDS OF PENINSULA OPEN SPACE TRUST(CONLEY)), AND AMEND THE BUDGET FOR FISCAL YEAR 2016-17.

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

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

SECTION TWO. The Board of Directors of Midpeninsula Regional Open Space District authorizes the expenditure of \$500,000.00 covering the purchase and settlement of the POST Property, including a deposit of \$10,000.00.

SECTION THREE. The Board of Directors of Midpeninsula Regional Open Space District authorizes amending the Budget and Action Plan for the Midpeninsula Regional Open Space District for Fiscal Year 2016-17 by increasing the Measure AA Fund Capital budget in the amount of \$490,000.00. Except as herein modified, the FY 2016-17 Budget and Action Plan, Resolution No. 16-25 as amended, shall remain in full force and effect.

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

SECTION FIVE. The General Manager or the General Manager’s designee is authorized to provide notice of acceptance to the seller and to extend escrow if necessary.

SECTION SIX. The General Manager or the General Manager’s designee is authorized to expend up to \$5,000.00 to cover the cost of title insurance, escrow fees, and other closing costs related to this transaction and up to \$30,000 for gates, fencing and site clean-up of the property.

SECTION SEVEN. The General Manager and General Counsel are further authorized to approve any technical revisions to the attached Agreement and documents, which do not

involve any material change to any term of the Agreement or documents, which are necessary or appropriate to the closing or implementation of this transaction.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on May 24, 2017, at a regular meeting thereof, by the following vote:


AYES: CYR, HANKO, HARRIS, HASSETT, KISHIMOTO, RIFFLE, SIEMENS

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ATTEST:


Secretary
Board of Directors

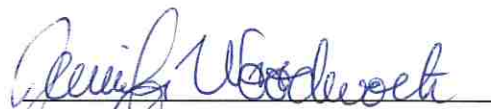
APPROVED:


President
Board of Directors

APPROVED AS TO FORM:


General Counsel

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


District Clerk



Midpeninsula Regional
Open Space District

R-17-29
Meeting 17-12
May 24, 2017

AGENDA ITEM 3

AGENDA ITEM

Proposed purchase of the Peninsula Open Space Trust (Conley) Property as an addition to Long Ridge Open Space Preserve, located on Shingle Mill Road in unincorporated San Mateo County (Assessor's Parcel Numbers 085-170-020, 085-170-290, and 085-170-310)

GENERAL MANAGER'S RECOMMENDATIONS

1. Determine that the recommended actions are categorically exempt from the California Environmental Quality Act (CEQA), as set out in the staff report.
2. Adopt a Resolution authorizing the purchase of the Peninsula Open Space Trust (Conley) property for \$500,000 with a corresponding authorization for a Fiscal Year 2016-17 budget increase of the same amount.
3. Adopt a Preliminary Use and Management Plan for the Peninsula Open Space Trust (Conley) property, as set out in the staff report.
4. Withhold dedication of the Peninsula Open Space Trust (Conley) property as public open space at this time.

SUMMARY

The General Manager recommends purchasing the 191.2-acre Peninsula Open Space Trust (POST) Conley property at a bargain sale price of \$500,000 as an addition to Long Ridge Open Space Preserve. As part of the purchase approval, a line item budget increase of \$500,000 to the Fiscal Year 2016-17 budget is required to proceed with the acquisition. This Report contains a description of the property, a Preliminary Use and Management Plan, findings of the environmental review, the purchase terms and conditions, and financial considerations.

DISCUSSION

The reasons for this purchase includes advancement of Measure AA Portfolio #15, Regional Redwood Protection and Salmon Fisheries Conservation, to preserve and protect redwood forests, scenic landscapes, and fisheries habitat in the upper Pescadero Creek watershed.

Property Description and Regional Context (Attachment 2, Location Map)

Located in unincorporated San Mateo County, the 191.2-acre POST(Conley) property is approximately 1.5 miles southwest of Skyline Boulevard (State Highway 35) just outside the western boundary of Long Ridge Open Space Preserve, and near the intersection of Shingle Mill

Road and Big Basin Way (State Highway 9). Portola Redwoods State Park is located to the north and west. Castle Rock State Park is located across the Santa Cruz County boundary approximately 1/2 mile to the southeast. The property consists of three parcels, mostly undeveloped. One of the smaller parcels abuts the 580-acre Boy Scouts of America Camp Chesebrough, but there is no access to the camp from the property.

The property averages 1,800 feet in elevation, with a generally northwest-southeast orientation. The highpoint of the property is 1,960 feet and the low point along Oil Creek is 920 feet. The property is sloped and densely wooded, mostly with second-growth redwood and Douglas fir, with larger specimens of coast redwoods in the deeper drainages.

Improvements and Land Use

The largest parcel (111.61 acres) has a small 330 square foot summer cabin, outhouse, and storage shed. A small amount of wood debris and an abandoned vehicle lie in the brush below the cabin. An unpaved road provides direct access from Shingle Mill Road to the interior of the parcel. Access to the two smaller parcels (40 acres and 39.59 acres respectively) is via unpaved roads through adjoining private parcels. Logging occurred on the property in 2001. The network of unpaved roads is likely the result of previous logging activity.

Water Rights and Resources

The property drains to Oil Creek, a perennial tributary in the upper Pescadero Creek watershed. A portion of Oil Creek traverses the northwest parcel. A small water tank is located adjacent to the cabin, but the water source or spring has not been located. A non-exclusive right to use and develop springs is recorded on title for the northeast parcel (APN 085-170-020). The adjoining private property to the south holds a reserved right to use and develop a spring for shared use with the subject property. This right is located in the headwaters of a seasonal tributary to Oil Creek. In this drainage, no developed spring has been found.

Habitat and Natural Resources Value

The POST (Conley) property has some of the highest conservation values within the boundaries of the Midpeninsula Regional Open Space District (District), based upon the conservation-values GIS analysis conducted for the 2014 *Vision Plan*. Situated within the largest area of relatively intact forest habitat in the Santa Cruz Mountains, Coast redwoods and Douglas fir dominate the property. The understory consists of young trees, sword ferns and redwood sorrel, interspersed with oaks, madrones and big leaf maples. Shrubs and grasses associated with coastal forest communities fill small clearings. This native vegetation community is ecologically fire adapted.

The property supports aquatic linkages between forested upland habitat and the Pacific Ocean. Upper Oil Creek contains spawning habitat for steelhead trout, federally listed as a Threatened species. Oil Creek is also part of the larger Pescadero Creek Watershed, designated as a Core Focus Area for Coho salmon recovery by the National Marine Fisheries Service.

Sharp-shinned hawks (*Accipiter striatus*), listed as a “species of concern” in California, have been seen on the property (as documented in the 2004 Conservation Easement’s Baseline Documentation Report, prepared by POST). The woodland provides habitat for animal species associated with the upper elevations of the Pescadero Creek watershed, including deer, coyotes, bobcats, raccoons, and mountain lions. A wide variety of small mammals, birds, and other species occupy or migrate through the general area.

COASTSIDE PROTECTION PROGRAM PROCESS

The property is located within the boundaries of the District's Service Plan for the San Mateo County Coastal Annexation Area (Coastal Service Plan), adopted by the Board in June 2003. The Coastal Service Plan and subsequent conditions approved by the San Mateo County Local Agency Formation Commission (LAFCo) in September 2004 established policies and procedures for the Coastside Protection Program (Program). The Program guides the District's purchase of open space lands and their use and management within the Coastal Annexation Area.

USE AND MANAGEMENT

Land Use Designation

The property is comprised of three legal parcels in unincorporated San Mateo County. The General Plan designation on APN 085-170-020 and 085-170-290 is Open Space. The General Plan designation for APN 085-170-310 is Timber Production. Per the County General Plan, natural resource management, sensitive habitat preservation, and low intensity recreation are allowable uses within these designations. On March 22, 2017, the San Mateo County Planning Commission confirmed that the acquisition of this property for open space complies with the County's General Plan.

If purchased, the property would be incorporated into the Long Ridge Open Space Preserve. A subsequent planning process would analyze opportunities for natural resource management and compatible public trail use. Subsequent planning would be in accordance with the District's Coastal Service Plan, including consultation with appropriate agencies and organizations. The planning process includes public meetings to gather input and review draft and final plans. Further environmental review would be prepared as needed.

Conservation Easement

In 2004, POST received a gift of a conservation easement from the Krauskopf/Conley family to protect its scenic, natural habitat, and open space values. The conservation easement also provides for future public trail use on the property but prohibits parking lots. The Krauskopf/Conley family reserved the right to build one single-family residence.

The easement includes typical prohibitions such as subdivision, sale of water rights, excavation, and tree cutting. However, the tree cutting prohibition does allow for actions to maintain and enhance a healthy forest ecosystem per a management plan such as a restoration forestry plan, prepared by a qualified natural resource professional and subject to POST's approval as the conservation easement holder. The recommended use and management for the property would be consistent with the conservation easement.

Williamson Act Considerations

Parcels 085-170-020 and 085-170-290 are subject to a Land Conservation Agreement between the County of San Mateo and Konrad B. and Kathryn M. Krauskopf, under the California Land Conservation Act of 1965 (also known as the Williamson Act), recorded in 1969 (Document #50661AC). On August 9, 2011, the County initiated non-renewal of these contracts and the contracts will fully expire on December 31, 2020.

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 takes effect at the close of escrow and remains effective until changes warrant an amendment. The PUMP includes site security, new signage, and maintenance of the property in its natural condition, as described more fully below. If changes to land use or the physical environment are proposed in the future, the plan would be subject to further environmental review and public input.

Public Access:	Designate the property as closed to public use at this time. Issue neighbor permits on a case-by-case basis allowing hiking use consistent with historical use patterns.
Signs and Site Security:	Install Preserve boundary and closed area signs, where appropriate.
Fences and Gates:	Install gates and fencing as necessary to prevent unauthorized vehicular entry.
Roads and Trails:	Maintain access route into the site in a serviceable condition. Implement maintenance, and minor erosion and sediment control measures for access roads in accordance with District standards.
Patrol:	Routinely patrol property using existing access.
Resource Management:	Conduct invasive plant and animal management activities consistent with the District's Resource Management Policies.
Water Rights and Water Resources:	Determine location of any developed springs on the site and determine if springs are developed in accordance with recorded rights.
Structures and Improvements:	Upon purchase, remove and dispose of all structures, incidental improvements, debris, and abandoned vehicle per District Policy 4.08, Construction and Demolition Waste Diversion. The demolition and site cleanup costs are estimated between \$20,000 and \$25,000.
Conservation Easement	Continue use and management consistent with the existing Conservation Easement. Coordinate with the easement holder regarding any proposed physical alterations to the property prior to implementation, so that they may assess consistency with the easement provisions.
Wildfire Fuel Management:	Implement standard District-wide fuel management and defensible space practices.
Site Safety Inspection:	No evidence of hazardous materials detected.

Name: Name the property as an addition to Long Ridge Open Space Preserve.

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

CEQA COMPLIANCE

Project Description

The project consists of the purchase of the 191.2-acre POST(Conley) property as an addition to the District's open space preserve system and concurrent adoption of a Preliminary Use and Management Plan (PUMP). Minor erosion and sediment control measures in accordance with District standards will be conducted along the existing access routes/trails to prevent water quality degradation. Minor resource management activities may be conducted to control invasive plants. The land will be preserved as open space and maintained in a natural condition.

The property is within the boundaries of the District's Service Plan for the San Mateo County Coastal Annexation Area. The Service Plan and Final Environmental Impact Report (FEIR) incorporated policies, guidelines, and mitigations to ensure compatibility with the County General Plan and Local Coastal Plan. Actions proposed to purchase the property and implement the PUMP are in compliance with the Service Plan and FEIR.

CEQA Determination

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

Section 15301 exempts the repair, maintenance, or minor alteration of existing public or private structures, facilities, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project includes erosion control work as necessary along the existing road and minor restoration activities to maintain the property in a natural condition.

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.

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

BOARD COMMITTEE REVIEW

The District's Real Property Committee held a meeting on February 28, 2017 to review information about the property and receive public input on the proposed purchase. The District distributed a notice of the Real Property Committee meeting on February 23, 2017 to property owners located adjacent to or surrounding the subject property and to interested parties. Staff provided a tour of the property, reviewed the purchase terms, and described how the property would remain closed and managed as an extension of the surrounding Preserve. No members of

the public attended. The Real Property Committee recommended forwarding the proposed purchase to the District Board of Directors in a vote of 2-0 (One member was absent).

TERMS AND CONDITIONS

The 191.2-acre POST (Conley) property is proposed for purchase on a bargain sale basis at a price of \$500,000 (\$2,615 per acre) with a gift component of \$450,000. The property has a fair market value determined to be \$950,000 based on an independent appraisal commissioned by the District. The property would be purchased as-is on an all cash basis.

The grant deed conveying fee title of the subject property to the District includes a provision that the property will remain subject to the conservation easement held by POST, which is to be executed by both the District and POST.

The purchase agreement includes a covenant that provides POST a period of five years in which to recognize the Krauskopf family as significant donors who protected the subject property with a gift of a conservation easement to POST in 2004, in accordance with the District's Policy 5.01 "Site Naming, Gifts, and Special Recognition." The policy requires Board Committee approval of such naming proposals.

FISCAL IMPACT

Beginning in FY2016-17, the District amended its approach on budgeting for land acquisitions. For FY2016-17, the District only budgeted for costs associated with appraisals, property purchase research, and early negotiations. Land acquisitions bought before the Board for approval would include a budget increase to the adopted budget.

If the purchase of the POST (Conley) Property is approved, a budget increase of \$490,000 to the FY2016-17 budget is required.

POST(Conley) Property Purchase Amount	\$ 490,000
POST(Conley) Option Deposit	\$ 10,000
Kahn Property Purchase (also on this agenda)	\$ 550,000
Total Land purchases approved to date for FY 2017	\$5,539,000
Total Land Purchases (if approved)	\$6,589,000

The following table outlines the Measure AA Portfolio #15 budget, costs to date, and the fiscal impact related to the POST (Conley) Property Purchase:

MAA 15 Portfolio Allocation:	\$50,728,000
Spent to Date (May 15):	\$2,524,939
POST (Conley) Property Purchase:	\$490,000
Balance Remaining (Proposed):	\$47,713,061

Installation of boundary demarcation, gates, and fencing to prevent unauthorized vehicular entry is estimated at \$5,000. These costs are included in the Real Property Budget for FY2016-17. The disposition of the small cabin is estimated between \$20,000 and \$25,000, and will be included in the FY2017-18 Real Property Budget. No other capital costs are required as part of the purchase.

Current Coastside Protection Area Fiscal Considerations

The POST (Conley) property is located within the service area of San Mateo County Fire. Under the terms of the District and County Fire agreement, the District would pay \$93.76, which would increase annually by 2%.

The property is located within the service area of the La Honda-Pescadero Unified School District. Under the terms of the District and School agreement, the District would pay \$568.62, which would increase annually by 2%.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act and a copy of this agenda was mailed to property owners of land located adjacent to or surrounding the subject property.

NEXT STEPS

Upon approval, the General Manager will direct staff to proceed with the close of escrow for the purchase of the property and implement the PUMP. The District's Skyline Field Office would manage the property as an addition to Long Ridge Open Space Preserve.

Attachments:

1. Resolution Authorizing Acceptance of Purchase Agreement, Authorizing the General Manager or Other Officer to Execute Certificate of Acceptance of Grant to District, and Authorizing General Manager to Execute any and all Other Documents Necessary or Appropriate to Closing of the Transaction (Long Ridge Open Space Preserve - Lands of Peninsula Open Space Trust(Conley))
2. Location Map

Responsible Department Head:
Michael Williams, Real Property Manager

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

Contact person:
Michael Williams, Real Property Manager

Graphics prepared by:
Torie Richardson, GIS Technician



Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	06/02	200,000.00	WT Fed#00493 First American Tru /Ftr/Bnf=First American Title Insurance CO. Srf# Gw00000004252466 Trn#170531202866 Rfb# 136
	06/06	4.00	Tsys/Transfirst Bkcd Stmt 170605 39300979973830 39300979973830 Open Space District 060217
	06/12	338.24	Client Analysis Srv Chrg 170609 Svc Chge 0517 000000108390201
	06/12	46.12	Tsys/Transfirst Discount May 17 39300979973830 39300979973830 Open Space District Discount
	06/14	1,543.56	Fleetcare Intern Sale 170614 Midpeninsula Regional
	06/22	2,457.00	Deposited Item Retn Unpaid - Paper 170622
*	06/22	490,000.00	WT Fed#00391 Comerica Bank /Ftr/Bnf=Old Republic Title Company Srf# Gw00000004636162 Trn#170615149400 Rfb# 137
	06/28	1,000,000.00	WT Fed#01800 Bank of America, N /Ftr/Bnf=State of California, Calpers Srf# Gw00000004939443 Trn#170628105542 Rfb# 138
		\$1,694,388.92	Total electronic debits/bank debits



OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

361 Lytton Avenue, Suite 100 • Palo Alto CA • 94301 • (650) 321-0510 • FAX (650) 403-4008

June 23, 2017

Attn: Mike Williams
Midpeninsula Regional Open Space District, a Public District
330 Distel Circle
Los Altos, CA 94022

Re: Escrow No.: 0626029207-AC
Property:

Dear Mike:

We are pleased to inform you that the escrow covering your purchase of the above referenced property has been closed. The conveyance document was recorded on June 23, 2017 and will be mailed directly to you from the Office of the County Recorder. Your Policy of Title Insurance is being issued and will be mailed to you under separate cover.

In connection with the completion of your purchase, we are enclosing the following:

- * Settlement Statement
- * conformed copy Grant Deed
- * FIRPTA form

We appreciated the opportunity to work with you in this transaction and hope that it was handled to your satisfaction. If at a future date you refinance your property or offer it for sale, please request the order be placed with Old Republic Title Company. Because our title department has retained this recent examination of the public records covering your property, a future search may be accomplished in an even more timely manner.

We hope you enjoy your new property and if you have any questions, please do not hesitate to contact our office.

Sincerely,

Angie Civjan
Escrow Officer
ACivjan@ortc.com

Enclosures: as noted above

AC/sjm



361 Lytton Avenue, Suite 100 • Palo Alto CA • 94301 • (650) 321-0510 • FAX (650) 403-4008

Date: June 23, 2017
Escrow No.: 0626029207-AC
Escrow Officer: Angie Cijvan
Settlement Date: June 23, 2017

Buyer's Settlement Statement

AC/sjm
Buyer's Settlement Statement

June 23, 2017 12:41 PM



OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

361 Lytton Avenue, Suite 100 • Palo Alto CA • 94301 • (650) 321-0510 • FAX (650) 403-4008

FIRPTA STATEMENT BY QUALIFIED SUBSTITUTE INTERNAL REVENUE CODE §1445(b)(9)

To: Midpeninsula Regional Open Space District, a Public District

RE: Property Address: APN's 085-170-020 & 085-170-290 & 085-170-310 , California
Escrow No.: 0626029207-AC

Pursuant to Internal Revenue Code §1445(b)(9) enacted July 30, 2008, the undersigned, certifies under penalty of perjury:

- 1) The undersigned is employed by Old Republic Title Company;
- 2) Old Republic Title Company is an underwritten title company or escrow company that is responsible for closing the above referenced escrow transaction, i.e., a Qualified Substitute pursuant to Internal Revenue Code §1445(f)(6) in which an interest in real property was disposed;
- 3) Old Republic Title Company is not the agent of the transferor(s) pursuant to Internal Revenue Code §1445(d)(5);
- 4) Old Republic Title Company has obtained the FIRPTA Nonforeign Affidavit of Transferor described in Internal Revenue Code §1445(b)(2) from Peninsula Open Space Trust, a California non-profit public benefit corporation; and,
- 5) The FIRPTA Nonforeign Affidavit of Transferor described in Internal Revenue Code §1445(b)(2) for each seller/transferor is in the possession of Old Republic Title Company and will be maintained in the file for the above referenced escrow number.
- 6) Requests for additional information regarding the FIRPTA Nonforeign Affidavit of Transferor described in Internal Revenue Code §1445(b)(2) should be sent to: Old Republic Title Company, 361 Lytton Avenue, Suite 100 Palo Alto, CA 94301.

Date: June 15, 2017



Susan Goulet
Escrow Officer

WHEN RECORDED MAIL TO:

Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
Attention: Real Property Manager

Old Republic Title Company hereby
certifies that the within instrument is a
true and correct copy of the original
instrument recorded in the Office of the
Recorder of the County of San Mateo
State of California on 6/23/17
Recorder's Serial No. 2017-053821
Old Republic Title Company
By: [Signature]

NO TRANSFER TAX DUE
PUBLIC AGENCY ACQUIRING TITLE,
CALIFORNIA REVENUE AND TAXATION
CODE SECTION 11922
Deed to a Public Entity

GRANT DEED

DULY RECORDED WITHOUT FEE
Pursuant to Government Code
Sections 6103, 27383.

BY: _____

For a Valuable Consideration, **Peninsula Open Space Trust**, a California non-profit public benefit corporation

Hereby GRANTS to **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,

The following described real property in the unincorporated area in the County of San Mateo, State of California, being more particularly described in Exhibit "A" as attached hereto and incorporated by this reference.

Said real property is subject to that certain Conservation Easement identified in Exhibit "B" attached hereto and incorporated by this reference.

A.P.N. 085-170-310, 085-170-290, and 085-170-020
Dated June 21, 2017

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

State of California
County of Santa Clara

Walter T. Moore
Walter T. Moore, President

On 06/21/2017, 2017 before
me, Marty Gayrard, notary public
personally appeared Walter T. Moore
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or entity upon behalf
of which the person(s) acted, executed the instrument.

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

WITNESS my official seal.

Marty Gayrard
Signature



EXHIBIT A

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

PARCEL ONE-A:

The Northwest 1/4 of the Northwest 1/4 of Section 11, Township 8 South, Range 3 West, M.D.B. & M.

EXCEPTING THEREFROM that portion thereof lying within the 60 foot wide strip of land described as Parcel 10 (c) in the Deed to Konrad B. Krauskopf and Kathryn M. Krauskopf Recorded October 14, 1971 in Volume 6029 of Official Records, Page 289.

PARCEL ONE-B:

An undivided one-half (1/2) interest in and to a strip of land 60 feet in width, lying equally on each side of a center line described as follows:

Beginning at a point on the Westerly line of Section 11, Township 8 South, Range 3 West, M.D.B & M., distant thereon South 0° 09' 22" West 627.98 feet from the Northwest corner of said Section 11; running thence from said point of beginning North 58° 52' 26" East 59.60 feet; thence North 88° 47' 43" East 188.11 feet; thence South 74° 00' 02" East 159.92 feet; thence South 83° 33' 47" East 133.55 feet; thence North 63° 16' 12" East 131.81 feet; thence North 46° 46' 58" East 291.76 feet; thence North 31° 28' 00" East 146.45 feet; thence North 62° 51' 06" East 246.56 feet; thence North 38° 43' 47" East 183.40 feet; and North 55° 12' 26" East 7.56 feet to the North line of said Section 11, Township 8 South, Range 3 West Mount Diablo Base and Meridian.

EXCEPTING THEREFROM that portion thereof lying outside of Section 11.

APN: 085-170-310

JPN: 85-17-170-31A

PARCEL TWO-A:

The Northeast 1/4 of the Northwest 1/4 of Section 11, Township 8 South, Range 3 West M.D.B. & M.

EXCEPTING THEREFROM that portion thereof lying within the 60 foot wide strip of land described in Parcel 6-A in the Deed to Konrad B. Krauskopf and Kathryn M. Krauskopf Recorded October 7, 1970 in Book 5841 of Official Records, Page 622.

PARCEL TWO-B:

The Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 8 South, Range 3 West, Mount Diablo Base and Meridian.

EXCEPTING from said Southwest 1/4 of the Northeast 1/4 that portion thereof lying within the lands conveyed to Konrad B. Krauskopf, et al, and described as Parcel I of that certain Deed recorded on May 24, 1966 in Book 5165 of Official Records, Page 489, (File No. 68172-Z), Records of San Mateo County, California.

APN: 085-170-290

JPN: 85-17-170-29A

PARCEL THREE:

The Northeast 1/4 of the Northeast 1/4 of Section 11, Township 8 South, Range 3 West, Mount Diablo Base and Meridian.

APN: 085-170-020

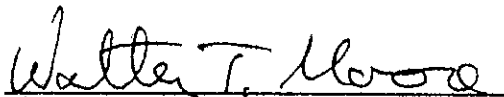
JPN: 85-17-170-02A

EXHIBIT B

RECITALS

- A. The Peninsula Open Space Trust ("POST") was granted a Conservation Easement recorded May 26, 2004, Document No. 2004-109432, Records of San Mateo County, California encumbering the real property described in Exhibit A attached to the Grant Deed ("Real Property"). POST has become the fee owner of the Real Property burdened by the Conservation Easement.
- B. POST and Midpeninsula Regional Open Space District ("District") agree that the transfer of the Real Property to the District shall be subject to the Conservation Easement, and District accepts the Real Property encumbered by the Conservation Easement.
- C. Both parties intend that POST's temporary ownership of the Real Property not result in merger of the Conservation Easement with the fee title interest in the Real Property, and intend for the Conservation Easement to remain in effect in perpetuity.

PENINSULA OPEN SPACE TRUST, a California
non-profit public benefit corporation



Walter T. Moore, President

MIDPENINSULA REGIONAL OPEN SPACE
DISTRICT, a Public District pursuant to Section
3 of Chapter 3 of Division of the California
Public Resources Code



Stephen E. Abbors, General Manager

Date: June 21, 2017

Date: 5.24.17

ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On May 24, 2017 before me, Jennifer Woodworth, a notary public
(insert name and title of the officer)

personally appeared Stephen E. Abbors

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

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

WITNESS my hand and official seal.

Signature *Jennifer Woodworth* (Seal)



**CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SEC. 27281)**

This is to certify that the interest in real property conveyed by the foregoing deed, grant or other instrument dated June 21, 2017, from Peninsula Open Space Trust, a California non-profit public benefit corporation

to the **MIDPENINSULA REGIONAL OPEN SPACE DISTRICT**, a public district, is hereby accepted by the undersigned on behalf of the District pursuant to authority conferred by resolution of the Board of Directors of the Midpeninsula Regional Open Space District bearing No. 17-11, adopted on May 24, 2017, and said District consents to recordation thereof.

Dated May 24, 2017

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By Larry Hassett
Larry Hassett, Board President

ATTEST:

Jennifer Woodworth
Jennifer Woodworth, District Clerk



Midpeninsula Regional
Open Space District

CLOSING MEMORANDUM

To: Stephen E. Abbors, General Manager
From: Mike Williams, Real Property Manager *mcwille*
Date: June 23, 2017 *for SEA 6/22/2017*
Subject: POST (Conley) Property Addition, Long Ridge Open Space Preserve

Escrow closed for the subject transaction on June 23, 2017 and title to and possession of this 191.20-acre parcel passed to the District.

I am not aware of any use and management concerns that were not addressed in the staff report to the Board. In accordance with the Public Notification Policy, neighbors to the property were notified of this purchase. As there were no comments made by any of the neighbors or members of the public that might require amendments, close of escrow marks the final adoption of the Preliminary Use and Management Plan, approved by the Board of Directors at its meeting of May 24, 2017.

The following chart presents dedication and acquisition details for this property:

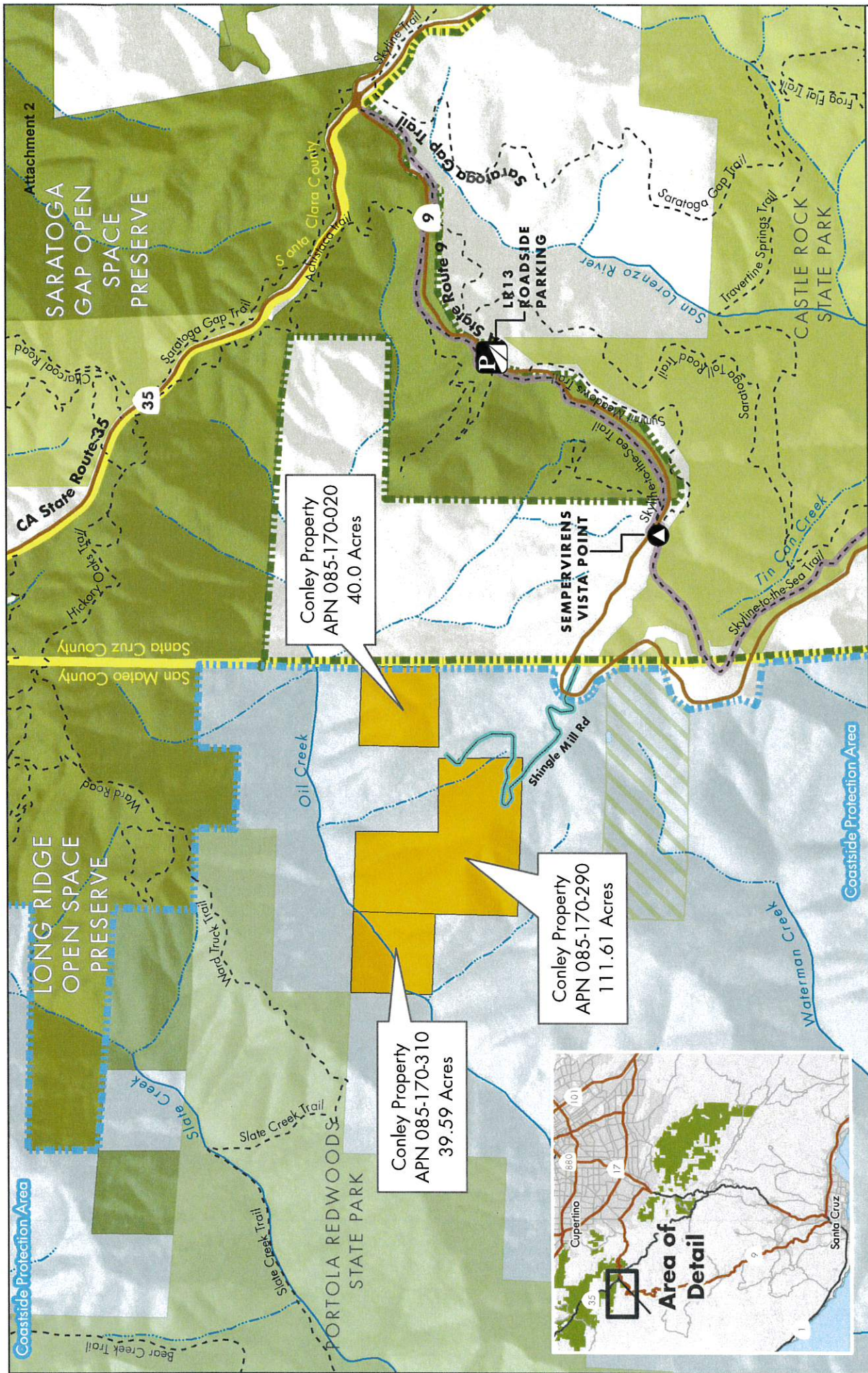
DEDICATION & ACQUISITION INFORMATION						
Preserve & Area	County & A.P.N.	Grantor	Acres	Ownership Status: (Fee, Easement, Lease, Mgmt Agreement)	Board Approval Date & Resolution Number or General Manager Approval Date	
Long Ridge	San Mateo County 085-170-310 085-170-290 085-170-020	POST (Conley)	191.20	Fee	May 24, 2017 Resolution No. 17-11	
Closing Date	Mgmt. Status: (Open, Closed, CMU, or Other)	Dedication Date & Status (Intended or Withheld)	Type	Funding	Value	GIS Code
June 23, 2017	Closed	Withheld	Cash Gift	\$500,000.00 <u>\$450,000.00</u> \$950,000.00	\$950,000.00	1571
Misc. Notes:	<ol style="list-style-type: none">1. The property was purchased on a bargain sale basis for \$500,000 with a fair market appraised value of \$950,000.2. As part of this transaction, the Board approved the disposition of a small cabin and site cleanup of the property at an estimated cost of between \$20,000 and \$25,000.					

Attachment: Map

cc: Administration
Natural Resources
Public Affairs
Board of Directors

Land and Facilities
Visitor Services
Real Property
Asst. AGM

Legal
Planning
GIS



Conley Property Proposed Acquisition

- MROSD Preserves
- Other Protected Lands
- Private Property
- Conley Properties w/ POST Conservation Easement
- Coastside Protection Boundary
- Property Access Road

Midpeninsula Regional Open Space District (MROSD)
March 2017

- Skyline-to-the-Sea Trail
- MROSD Boundary
- County Boundaries

Miles 0 0.25 0.5

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

RESOLUTION 17-12

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

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

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) does hereby accept the offer contained in that certain Purchase and Sale Agreement between HR2LG, LLC (Kahn), and the Midpeninsula Regional Open Space District, a copy of which purchase agreement is attached hereto and by reference made a part hereof, and authorizes the President of the Board of Directors, General Manager, or other appropriate officer to execute the Agreement and all related transactional documents on behalf of the District to acquire the real property described therein ("the Kahn Property").

SECTION TWO. The Board of Directors of Midpeninsula Regional Open Space District authorizes the expenditure of \$550,000.00 covering the purchase price funds for the Kahn Property including an option deposit of \$10,000.

SECTION THREE. The Board of Directors of Midpeninsula Regional Open Space District authorizes amending the Budget and Action Plan for the Midpeninsula Regional Open Space District for Fiscal Year 2016-17 by increasing the Measure AA Capital budget in the amount of \$540,000.00. Except as herein modified, the FY 2016-17 Budget and Action Plan, Resolution No. 16-25 as amended, shall remain in full force and effect.

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

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

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

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

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on May 24, 2017, at a regular meeting thereof, by the following vote:

AYES: CYR, HANKO, HARRIS, HASSETT, KISHIMOTO, RIFFLE, SIEMENS

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ATTEST:



Secretary
Board of Directors

APPROVED:



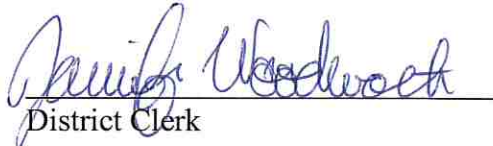
President
Board of Directors

APPROVED AS TO FORM:



General Counsel

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



District Clerk



Midpeninsula Regional
Open Space District

R-17-59
Meeting 17-12
May 24, 2017

AGENDA ITEM 4

AGENDA ITEM

Proposed Purchase of the HR2LG, LLC (Kahn) property as an addition to Sierra Azul Open Space Preserve located off Hicks Road in unincorporated Santa Clara County (Assessor's Parcel Number 575-11-008)

GENERAL MANAGER'S RECOMMENDATIONS

1. Determine that the recommended actions are categorically exempt under the California Environmental Quality Act (CEQA), as set out in the staff report.
2. Adopt a Resolution authorizing the purchase of the Kahn property at a cost of \$550,000, with corresponding authorization for a Fiscal Year 2016-17 budget increase of the same amount.
3. Adopt a Preliminary Use and Management Plan for the property, as set out in the staff report.
4. Withhold dedication of the Kahn property as public open space.

SUMMARY

The General Manager recommends purchasing the 24.02-acre Kahn property (Property) at a purchase price of \$550,000 as an addition to Sierra Azul Open Space Preserve (Preserve). As part of the purchase approval, a line item budget increase of \$550,000 to the Fiscal Year 2016-17 budget is required to proceed with the acquisition. This report contains a description of the Property, a Preliminary Use and Management Plan, findings of the environmental review, the purchase terms and conditions, and financial considerations.

DISCUSSION

The Property is bounded on two sides by the 18,993-acre Sierra Azul Open Space Preserve and drains into the Guadalupe Creek watershed. The Property is visible from within the Preserve and from Almaden Quicksilver County Park. The reasons for this purchase includes advancement of Measure AA Portfolio #24 to protect natural resources, including viewshed protection, habitat protection, and protection of the Guadalupe Creek Watershed, as well as control of an inholding adjacent to lands of the Midpeninsula Regional Open Space District (District).

Property Description and Regional Context (see attached map)

The triangle shaped 24.02-acre Property consists of one legal parcel, situated in unincorporated Santa Clara County. Access to the property is via a dirt road from Hicks Road. The property is situated above Hicks Road and across from Guadalupe Reservoir. Rising to approximately 1,200 feet in elevation, the property has an excellent view of the higher elevations within the Preserve,

Guadalupe Reservoir, and Almaden Quicksilver County Park. The Property is situated in the Guadalupe Creek Watershed and includes a small tributary that flows into Guadalupe Reservoir.

Blue Oak/California Grasslands Association vegetation dominates the property. This vegetation association is biologically highly significant due to its fire adaptations, and is locally unique to the Santa Cruz Mountains. The remainder of the parcel is a mix of oak woodland and chaparral. The Property provides varied habitat for animal species associated with the lower elevations of the Preserve, including larger mammals such as deer, coyotes, bobcats, and mountain lions. A wide variety of bird species occupy and migrate through the general area.

Land Use and Improvements

The property is vacant, with a graded dirt road that provides direct access from Hicks Road to the interior of the property. The main access road lacks a recorded access easement. There is an existing seasonal access road on the District's adjacent property. There is evidence of trespassing by off road vehicles. There are currently no utilities on the Property, but power is available along Hicks Road near the property line.

Water Rights

As recorded on title, the Property is entitled to the use of water to the extent of one-half of the normal flow from a spring located on the adjacent private parcel (APN 575-11-009). These rights follow title of the Property. The District has no plans to exercise its rights at this time.

USE AND MANAGEMENT

Planning Considerations

The Property is comprised of one legal parcel, located in unincorporated Santa Clara County and outside the urban service area or sphere of influence of any incorporated municipality. The 24.02-acre parcel has a General Plan designation of Hillside with a zoning designation of Hillside-Design Review-Scenic Road Combined District (HS-d1-sr) over the property. Per the Santa Clara County General Plan and zoning regulations, recreation, open space, and natural preserves are allowable uses in HS-d1-sr zoning designation. A finding of compliance with the General Plan for all open space acquisitions by the District in Santa Clara County was made by the Santa Clara County Planning Department in 1999.

If purchased, the Property would be incorporated into the 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 maintenance of the Property in its natural condition, as described more fully below. If changes to land use or the physical environment are proposed in the future, the plan would be subject to further environmental review and public input.

Public Access:	Designate the Property as closed to public use at this time.
Signs and Site Security:	Install preserve boundary and closed area signs.
Fences and Gates:	Install gates and fencing on the access roads and property boundary as necessary to prevent unauthorized entry and use.
Roads and Trails:	Maintain the seasonal access route to the site and on the site in a serviceable condition. Implement maintenance and minor erosion and sediment control measures in accordance with District standards. Access road to be used for District patrol, maintenance and emergency purposes.
Water Rights and Water Resources:	There are no wells on the property. There is a spring located near the northwest property boundary. As recorded on title, the property has the right to use one-half the normal flow of water from a spring located on the adjacent parcel to the southeast (APN 575-11-009). The District has no plans to exercise its rights at this time.
Patrol:	Routinely patrol property using existing seasonal access road until permanent access rights can be secured over the main access point.
Resource Management:	Conduct invasive plant and animal management activities consistent with the District's Resource Management Policies.
Wildfire Fuel Management:	Implement standard District-wide fuel management and defensible space practices consistent with the District's Resource Management Policies.
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.

TERMS AND CONDITIONS

The 24.02-acre Kahn Property is proposed for purchase at a bargain sale price of \$550,000 as the fair market value for the property is estimated at approximately \$750,000 (based on 2008 appraisal). The property would be purchased as-is on an all-cash basis. Escrow would close by May 31, 2017.

FISCAL IMPACT

Beginning in FY2016-17, the District amended its approach on budgeting for land acquisitions. For FY2017-18, the District only budgeted for costs associated with the option deposit, appraisals, property purchase research, and early negotiations. Land acquisitions brought before the Board for approval include a budget adjustment/increase to the adopted budget. If approved, a budget adjustment/increase of \$540,000 to the FY2016-17 budget is required.

Kahn Property Exchange Amount	\$540,000
Kahn Option Deposit	\$ 10,000
POST (Conley) Property Purchase (also on this agenda)	\$500,000
Total Land purchases approved to date for FY 2017-18	\$5,539,000
Total Land Purchases (if approved)	\$6,589,000

The following table outlines the Measure AA Portfolio #24 budget, costs to date, and the fiscal impact related to the Kahn Property Purchase:

MAA 024 Portfolio Allocation:	\$10,078,000
Spent to Date (May 15):	\$1,049,866
Kahn Property Purchase:	\$540,000
Balance Remaining (Proposed):	\$8,488,134

BOARD COMMITTEE REVIEW

The District's Real Property Committee held a meeting at the District Administrative Office on April 11, 2017 to discuss the proposed property purchase. Notice of the meeting was distributed to property owners of land located adjacent to and surrounding the property. No neighbors or members of the public attended the meeting. Three members of the Real Property Committee were in attendance. Staff provided a presentation of the property, described how it would be managed as an extension of the adjacent Preserve, and reviewed the proposed PUMP and the purchase terms. The Real Property Committee unanimously recommended forwarding this purchase to the full Board of Directors by a 3-0 vote.

PUBLIC NOTICE

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

CEQA COMPLIANCE

Project Description

The project consists of the purchase of the 24.02-acre Kahn Property as an addition to the District's Sierra Azul Open Space Preserve and concurrent adoption of a Preliminary Use and Management Plan (PUMP), including minor erosion control and sediment control measures that may be conducted along existing roads to prevent erosion and water quality degradation. Minor resource management activities may be conducted to control invasive plants. The land would be permanently preserved as open space and maintained in a natural condition.

CEQA Determination

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

Section 15301 exempts the repair, maintenance, or minor alteration of existing public or private structures, facilities, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The PUMP specifies no

alteration or expansion of use at this time beyond activities associated with the maintenance of the existing access road, installation of boundary gates and fencing, and minor activities to implement maintenance and minor erosion and sediment control measures in accordance with District standards.

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

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

NEXT STEPS

Upon approval by the Board of Directors, staff would proceed with the close of escrow for the purchase of the property by May 31, 2017, and take the next steps identified in the PUMP as contained in this report. The District's South Area Outpost Field Office would manage the property as an addition to Sierra Azul Open Space Preserve.

Attachments:

1. Resolution Authorizing Acceptance of Purchase and Sale Agreement, Authorizing General Manager or Other Officer to Execute Certificate of Acceptance of Grant to District, and Authorizing General Manager to Execute any and all Other Documents Necessary or Appropriate to Closing of the Transaction (Sierra Azul Open Space Preserve - Lands of Kahn)
2. Location Map

Responsible Department Manager:
Michael Williams, Real Property Manager

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

Graphics prepared by:
Nathan Greig, GIS Technician

RESOLUTION 17-__

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

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

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) does hereby accept the offer contained in that certain Purchase and Sale Agreement between HR2LG, LLC (Kahn), and the Midpeninsula Regional Open Space District, a copy of which purchase agreement is attached hereto and by reference made a part hereof, and authorizes the President of the Board of Directors, General Manager, or other appropriate officer to execute the Agreement and all related transactional documents on behalf of the District to acquire the real property described therein (“the Kahn Property”).

SECTION TWO. The Board of Directors of Midpeninsula Regional Open Space District authorizes the expenditure of \$550,000.00 covering the purchase price funds for the Kahn Property including an option deposit of \$10,000.

SECTION THREE. The Board of Directors of Midpeninsula Regional Open Space District authorizes amending the Budget and Action Plan for the Midpeninsula Regional Open Space District for Fiscal Year 2016-17 by increasing the Measure AA Capital budget in the amount of \$540,000.00. Except as herein modified, the FY 2016-17 Budget and Action Plan, Resolution No. 16-25 as amended, shall remain in full force and effect.

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

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

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

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

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on _____, 2017, at a regular meeting thereof, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Secretary
Board of Directors

President
Board of Directors

APPROVED AS TO FORM:

General Counsel

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

District Clerk

Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
	05/22	15.00	Tsys/Transfirst Bkcd Stmt 170519 39300979973830 39300979973830 Open Space District 051817
	05/23	25.00	Tsys/Transfirst Bkcd Stmt 170522 39300979973830 39300979973830 Open Space District 051917
	05/25	3,575.00	Faa Treas 310 Misc Pay 052517 xxxxx0011 Rmr*IV*Fa-Dtfanm10L00041C-20*Ai*3575.00*3575.00*0
	05/26	1,160,000.00	Santa Clara Coun Vendor Pmt 2003035861
	05/30	540,000.00	Santa Clara Coun Vendor Pmt 2003036273
	05/31	100.00	Tsys/Transfirst Bkcd Stmt 170530 39300979973830 39300979973830 Open Space District 052717
	05/31	10.00	Tsys/Transfirst Bkcd Stmt 170530 39300979973830 39300979973830 Open Space District 052817
		\$2,540,391.29	Total electronic deposits/bank credits
		\$2,540,391.29	Total credits

Debits**Electronic debits/bank debits**

Effective date	Posted date	Amount	Transaction detail
	05/10	43.56	Tsys/Transfirst Discount Apr 17 39300979973830 39300979973830 Open Space District Discount
	05/11	366.05	Client Analysis Svc Chrg 170510 Svc Chge 0417 000000108390201
	05/30	540,000.00	WT Fed#01065 Comerica Bank /Ftr/Bnf=Old Republic Title Company Srf# Gw00000004124846 Trn#170525155567 Rfb# 135
		\$540.409.61	Total electronic debits/bank debits



361 Lytton Avenue, Suite 100 • Palo Alto CA • 94301 • (650) 321-0510 • FAX (650) 403-4008

Property: APN 575-11-008, Hicks Road , San Jose, CA 95132

Date: August 25, 2017
Escrow No.: 0626029331-AC
Escrow Officer: Angie Civjan
Settlement Date: May 31, 2017

[illegible]



Midpeninsula Regional
Open Space District

CLOSING MEMORANDUM

To: Steve Abbors, General Manager

From: Allen Ishibashi, Senior Real Property Agent *AI* *[Signature]* *for SEA* *6/22/17*

Date: June 23, 2017

Subject: HR2LG, LLC (Kahn) Property Addition, Sierra Azul Open Space Preserve

Escrow closed for the subject transaction on May 31, 2017 and title to and possession of 24.02-acre parcel passed to the District.

I am not aware of any use and management concerns that were not addressed in the staff report to the Board. In accordance with the Public Notification Policy, neighbors to the property were notified of this purchase. As there were no comments made by any of the neighbors or members of the public that might require amendments, close of escrow marks the final adoption of the Preliminary Use and Management Plan, approved by the Board of Directors at its meeting on May 24, 2017.

The following chart presents dedication and acquisition details for this property:

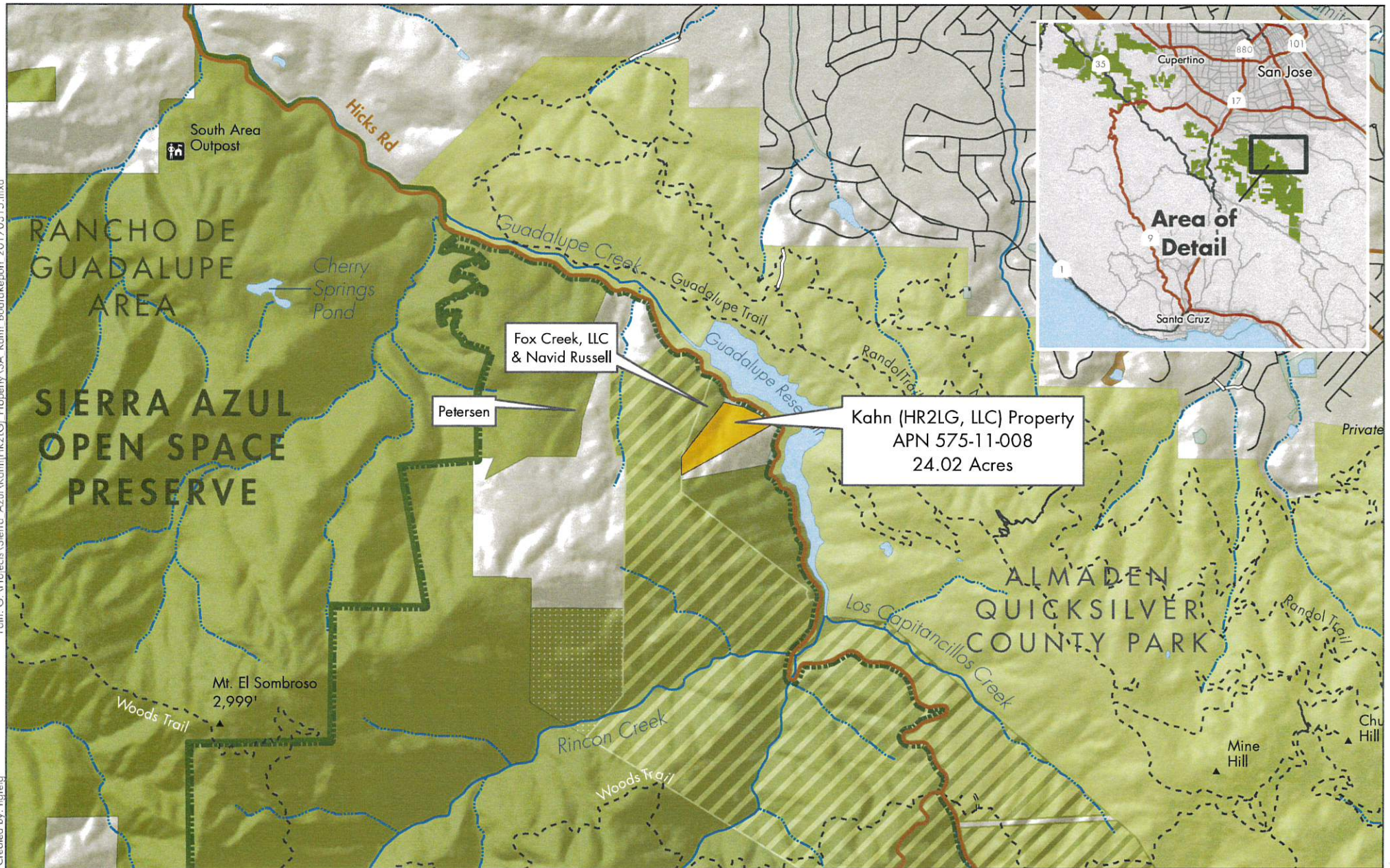
DEDICATION & ACQUISITION INFORMATION						
Preserve & Area	County & A.P.N.	Grantor	Acres	Ownership Status: (Fee, Easement, Lease, Mgmt Agreement)	Board Approval Date & Resolution Number or General Manager Approval Date	
Sierra Azul	Santa Clara 575-11-008	HR2LG, LLC (Kahn)	24.02	Fee	May 24, 2017 Resolution No. 17-12	
Closing Date	Mgmt. Status: (Open, Closed, CMU, or Other)	Dedication Date & Status (Intended or Withheld)	Type	Funding	Value	GIS Code
May 31, 2017	Closed	Withheld	Cash	\$550,000.00	\$550,000.00	1857
Misc. Notes:	<ol style="list-style-type: none">1. Legal access to the property is via the seasonal road over the former Barth and Navid Properties to the north.2. Historically, there has been trespass from the adjacent 24-acre property (formerly Yaskowski) but that property sold in April 2017 and we are having conversations with the new owners.3. A new gate will be installed along the main access road near the southeast corner of the property to block future trespass.					

Attachment: Property Map










cc: Administration
Natural Resources
Public Affairs
Board of Directors

Land and Facilities
Visitor Services
Real Property
Asst. AGM

Legal
Planning
GIS



Kahn (HR2LG, LLC) Property

- | | | |
|--|--|--|
|  MROSD Preserves |  Non-MROSD Easement over MROSD |  Kahn (HR2LG, LLC) Property |
|  Other Protected Lands |  MROSD Easement over Other Protected Land |  MROSD Boundary |
|  Private Property |  Partial MROSD Ownership |  MROSD Sphere of Influence |

Midpeninsula Regional
Open Space District
(MROSD)
April 2017



Miles
0 0.25 0.5



RESOLUTION 16-44

RESOLUTION OF THE BOARD OF DIRECTORS OF MIDPENINSULA REGIONAL OPEN SPACE DISTRICT AUTHORIZING ACCEPTANCE OF EXCHANGE AGREEMENT, AMENDING THE FISCAL YEAR 2016-17 GENERAL FUND CAPITAL BUDGET, AUTHORIZING GENERAL MANAGER OR OTHER APPROPRIATE OFFICER TO EXECUTE CERTIFICATE OF ACCEPTANCE OF GRANT TO DISTRICT, AUTHORIZING GENERAL MANAGER OR GENERAL MANAGER'S DESIGNEE TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY OR APPROPRIATE TO CLOSING OF THE TRANSACTION (SIERRA AZUL OPEN SPACE PRESERVE - LANDS OF NAVID), AND AMEND THE BUDGET FOR FISCAL YEAR 2016-17.

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

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) does hereby accept the offer contained in that certain Exchange Agreement between the Bagher And Kefayat Navid Trust, dated August 12, 1996 and the Midpeninsula Regional Open Space District, a copy of which exchange agreement is attached hereto and by reference made a part hereof, and authorizes the President of the Board of Directors, General Manager, or other appropriate officer to execute the Agreement and all related transactional documents on behalf of the District to acquire the real property described therein ("the Navid Exchange Property").

SECTION TWO. The Board of Directors of Midpeninsula Regional Open Space District authorizes the expenditure of \$39,000.00 covering the Navid Exchange Property.

SECTION THREE. The Board of Directors of Midpeninsula Regional Open Space District authorizes amending the Budget and Action Plan for the Midpeninsula Regional Open Space District for Fiscal Year 2016-17 by increasing the General Fund Capital budget in the amount of \$39,000.00. Except as herein modified, the Fiscal Year 2016-17 Budget and Action Plan, Resolution No. 16-25 as amended, shall remain in full force and effect.

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

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

SECTION SIX. The General Manager or the General Manager's designee is authorized to expend up to \$5,000.00 to cover the cost of title insurance, escrow fees, and other closing costs related to this transaction.

SECTION SEVEN. The Board of Directors finds and determines that, pursuant to Section 5540.5 of the Public Resources Code of the State of California, the granting and acceptance of these fee and easement property interests are consistent with Public Resources Code 5540.5, and that the real properties being acquired by the District are of equal or greater

value than the real property being transferred to Navid and are necessary to be acquired for open space purposes.

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

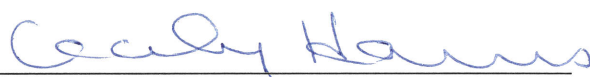
* * * * *


PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on October 12, 2016, at a regular meeting thereof, by the following vote:

AYES: CYR, HANKO, HARRIS, HASSETT, KISHIMOTO, RIFFLE, SIEMENS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

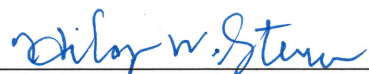
ATTEST:

APPROVED:



Secretary
Board of Directors


President
Board of Directors

APPROVED AS TO FORM:


Assistant General Counsel

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


District Clerk



Midpeninsula Regional
Open Space District

R-16-127
Meeting 16-25
October 12, 2016

AGENDA ITEM 6

AGENDA ITEM

Proposed Agreement to Exchange Interests in Real Property between the Bagher and Kefayat Navid Trust (Navid) and the Midpeninsula Regional Open Space District (District) for property located along Hicks Road in unincorporated Santa Clara County (APN: 575-11-021) in exchange for an access easement over Blackberry Hill Road located in Sierra Azul Open Space Preserve (APN: 532-25-051).

GENERAL MANAGER'S RECOMMENDATIONS

1. Determine that the recommended actions are categorically exempt from the California Environmental Quality Act (CEQA) as set out in the staff report.
2. Adopt a resolution authorizing the Agreement to Exchange Interests in Real Property between the District and Navid at a cost of \$39,000 with a corresponding authorization for a budget adjustment/increase of the same amount.
3. Adopt the Preliminary Use and Management Plan for the exchange property.
4. Withhold dedication of the Navid exchange property as public open space at this time.

SUMMARY

If approved, under this transaction the District will acquire a 3.42-acre property located adjacent to the Sierra Azul Open Space Preserve (Preserve) through an exchange with Navid. The District will obtain fee ownership of this unimproved private inholding in exchange for granting to Navid a residential access easement over Blackberry Hill Road in the same Preserve. As part of the exchange agreement approval, a line item budget adjustment/increase of \$39,000 to Fiscal Year 2016-17 budget is required, reflecting the difference between the value of the property being acquired and the value of the easement being granted. The following report presents a description of the real property interests being exchanged, a Preliminary Use and Management Plan, the District's environmental review, the exchange agreement terms, and financial considerations.

MEASURE AA

The proposed property acquired under the exchange supports the goals of Measure AA Portfolio #24, *Sierra Azul: Rancho de Guadalupe Family Recreation*, with a portfolio allocation of \$10,078,000. This project will serve to acquire and protect open space lands.

DISCUSSION

Background

Blackberry Hill Road is a private two lane main access road to several single family residences on the ridgeline above the Town of Los Gatos and traverses a section of the Preserve. Nine existing parcels located above the District's property have a recorded right to use Blackberry Hill Road as their primary and sole access. A number of private undeveloped properties also use this road as their sole access.

The District purchased the 45-acre property underlying Blackberry Hill Road in March of 1989 (see report R-89-12) and dedicated it as public open space in December of 1989. Mr. Navid purchased a 5-acre undeveloped property in the vicinity in March of 1990 and has used Blackberry Hill Road as the only access to his property since that time. However, when Mr. Navid submitted an application to the County to construct a single family residence on his property, he learned that his access right would need to be perfected.

In the fall of 2014, Mr. Navid contacted the District to perfect his claim of a prescriptive easement over the District's portion of Blackberry Hill Road to legally access his 5-acre property and construct a new residence. Mr. Navid and his attorney were informed that a prescriptive easement cannot be obtained on property owned by a government agency. Since the District's property is dedicated open space, the District is unable to grant an access easement as requested. Mr. Navid was informed that the only realistic option for the District to grant the requested easement is through an exchange of property rights of equal or of greater value than the access easement (Public Resources Code 5540 and 5540.5). In August of 2016, a suitable exchange scenario was developed with Mr. Navid.

Description of Exchange Property

In exchange for the District granting an access easement to Mr. Navid, the District would secure from Mr. Navid fee ownership to a 3.42-acre property inholding within the Rancho de Guadalupe area of the Preserve.

The unimproved 3.42-acre Navid Exchange Property (Exchange Property) is located off of Hicks Road near Guadalupe Reservoir and surrounded on three sides by the Preserve. It is also just above the 4.13-acre Barth property that the District purchased in June of 2016 (see report R-16-74). The Exchange Property is situated in unincorporated Santa Clara County and across from Guadalupe Reservoir. The Exchange Property rises to an elevation of approximately 1,000 feet with excellent views of the higher elevations within the Preserve, Guadalupe Reservoir, and Almaden Quicksilver County Park. Located within the Guadalupe Creek Watershed, it includes a small tributary that flows into Guadalupe Reservoir.

The Exchange Property is vacant, with a graded dirt road that provides direct access from Hicks Road to the interior of the property. The main access road is contained within an easement that runs through the former Barth property where it connects with Hicks Road. The access road also continues onto the former Guadalupe Land Company property addition to the Preserve (see reports R-04-134 and R-12-92). With the acquisition of the Exchange Property, the District will have full control of all access rights over the road and improve the District's ability to manage unauthorized uses on the Preserve.

More than 50% of the Exchange Property is dominated by the Blue Oak/California Grasslands Association. This native vegetation type is biologically highly significant due to its fire adaptations, and is locally unique to the Santa Cruz Mountains. The remainder of the parcel is a mix of oak woodland and other plants associated with mixed chaparral. The Exchange Property provides varied habitat for animal species associated with lower elevations of the Preserve, including larger mammals such as deer, coyotes, bobcats, and mountain lions. A wide variety of bird species occupy and migrate through the general area.

Description of Access Easement to be Granted

As part of the exchange, the District would grant a 40-foot-wide residential access easement over the District's existing portion of Blackberry Hill Road (APN 537-08-004). Under the terms of the easement, the District would have no responsibility for repair or maintenance of the existing two-lane paved road within the easement. Blackberry Hill Road is the most practical and sole access route to the Navid Property.

USE AND MANAGEMENT

Planning Considerations

The Exchange Property is comprised of one legal nonconforming parcel, located in unincorporated Santa Clara County (County) and outside the urban service area or sphere of influence of any incorporated municipality. The 3.42-acre parcel has a General Plan designation of Hillside with a zoning designation of HS-d1: Hillside District - Design Review Combining District (Santa Clara Valley Viewshed). Per the County General Plan and Zoning regulations, recreation, open space, and natural preserves are allowable uses. A finding of compliance with the General Plan for all open space acquisitions by the District in the County was made by the County Planning Department in 1999.

If acquired, the Exchange Property would be incorporated into the 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.

The easement to be granted on the District-owned segment of Blackberry Hill Road is to provide legal access to one legal parcel located in the unincorporated County (APN 537-08-004) with a General Plan designation of Hillside and a zoning designation of HS-d1. Any site development application on this parcel will be subject to zoning restrictions administered by the County's Planning and Development Department "intended to conserve the scenic attributes of hillside lands most immediately visible from the valley floor." Zoning restrictions are also "intended to minimize the visual impacts of structures and grading on the natural topography and landscape, using a combination of supplemental development standards, design guidelines, design review, and use of process incentives for smaller and less visible projects."

Preliminary Use and Management Plan

The Preliminary Use and Management Plan (PUMP) establishes a status quo land management approach in the interim between the acquisition of the Exchange Property 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 the Preserve. The PUMP includes minor restoration and maintenance of the Exchange Property in its natural condition, as described more fully below. If changes to land use

or the physical environment are proposed in the future, the plan would be subject to further environmental review and public input.

Public Access:	Designate the Property as closed to public use at this time.
Signs and Site Security:	Install preserve boundary and closed area signs.
Fences and Gates:	Install gates and fencing on the access road to prevent unauthorized entry and use.
Roads and Trails:	Maintain the access route on the site in a serviceable condition. Implement maintenance and minor erosion and sediment control measures in accordance with District standards. Access road to be used for District patrol, maintenance and emergency purposes.
Water Rights and Water Resources:	No wells, springs, or tributaries are on the property.
Patrol:	Patrol property using existing access road.
Resource Management:	Conduct invasive plant and animal management activities consistent with the District's Resource Management Policies.
Wildfire Fuel Management:	Implement standard District-wide fuel management and defensible space practices consistent with the District's Resource Management Policies.
Name:	Name the property as an addition to Sierra Azul Open Space Preserve.
Dedication:	Withhold dedication of the subject property as open space at this time.

CEQA COMPLIANCE

Project Description

The project consists of the acquisition of the 3.42-acre Exchange Property as an addition to the Preserve and concurrent adoption of a PUMP, including minor erosion and sediment control measures along the existing access road to prevent erosion and water quality degradation. Minor resource management activities may be conducted to control invasive plants. The land would be preserved as open space and maintained in a natural condition.

In exchange, the District would grant a 40-foot wide residential access easement to Mr. Navid over an existing private, paved, two-lane road (Blackberry Hill Road) as it crosses a portion of District property, for the purpose of providing legal access to a landlocked private parcel.

Under the terms of the easement, the District would have no responsibility for road repair or maintenance within the easement and provides no assurances that further CEQA analysis for future repairs or improvements has been met. Any future roadway improvements within the easement or development of the private parcel to be served by the easement would be subject to the County's zoning restrictions, land development policies, and utility service requirements.

CEQA Determination

The District concludes that this project will not have a significant effect on the environment. The project is categorically exempt from CEQA under Article 19, Sections 15301, 15316, 15317, and 15325, of the CEQA Guidelines as follows:

Section 15301 exempts operation, repair, restoration, maintenance, or minor alteration of existing public or private structures, facilities, or topographical features as outlined in the PUMP for the exchange property, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Section 15301 also exempts the conveyance of an access easement over an existing private road already in use by other private residents for the sole purpose of providing access to one additional residence as this constitutes a minor alteration of use of an existing facility involving a negligible expansion of use and having no significant impact to the environment.

Section 15316 exempts the acquisition of land 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 Exchange Property will remain in a natural condition, and will be designated as an addition to the Preserve.

Section 15316 Class 16 (b) exempts the transfer of land to expand a park when such conveyance will have no significant impact to the existing natural condition of the surrounding parkland, and the management plan (PUMP) of the Exchange Property will keep the land in a natural condition.

Section 15317 exempts the acceptance of fee interests to maintain the open space character of an area. The District will acquire fee interest in the Exchange Property in order to maintain the open space character of this area of the Preserve.

Section 15325(f) exempts transfers of ownership of interests in land to preserve open space. This acquisition will transfer fee ownership of the Exchange Property to the District to preserve open space.

TERMS AND CONDITIONS

As part of the proposed Exchange Agreement, District and Navid would agree to the following:

1. Navid to grant fee ownership of the 3.42-acre Exchange Property to the District.
2. District compensate Navid for an amount not to exceed \$39,000 (half of Navid's purchase price of \$75,000 and associated closing costs).
3. District to grant Navid a 40-foot wide residential access easement over the portion of Blackberry Hill Road that crosses District property. Navid is responsible for maintenance and repair of the access easement.
4. Navid is responsible for all costs associated with the exchange, including but not limited to survey costs, escrow fees and all other third party costs related to this transaction. The exchange of easements will be handled through escrow.

The exchange of interest in real property is of equal or greater value to the District and the public it serves, and therefore the exchange is determined to be in accordance with the District's enabling legislation set out in Section 5540.5 of the Public Resources code of the State of California.

FISCAL IMPACT

Beginning in FY2016-17, the District amended its approach on budgeting for land acquisitions. For FY2016-17, the District only budgeted for costs associated with appraisals, property purchase research, and early negotiations. Land acquisitions brought before the Board for approval would include a budget adjustment/increase to the adopted budget.

If approved, a budget adjustment/increase of \$39,000 to the FY2016-17 budget is required.

Navid Property Exchange Amount	\$ 39,000
Total Land purchases approved to date for FY 2017	\$2,350,000
Total Land Purchases (if approved)	\$2,389,000

The following table is provided to outline the Measure AA Portfolio fiscal implications related to the Navid Property Exchange:

MAA 024 Portfolio Allocation:	\$10,078,000
Spent to Date:	\$1,001,406
Navid Property Exchange:	\$39,000
Balance Remaining (Proposed):	\$9,037,594

BOARD COMMITTEE REVIEW

This item was not reviewed by a Board Committee.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act. Adjoining property owners and interested parties have also been mailed a copy of the agenda for this public meeting.

NEXT STEPS

Upon approval by the Board of Directors, staff will work to execute the terms of the Exchange Agreement and take the next steps identified in the PUMP. The District's South Area Outpost Field Office would manage the Exchange Property as an addition to the Preserve.

Attachments:

1. Resolution Authorizing Acceptance of Exchange Agreement Authorizing General Manager or Other Officer to Execute Certificate of Acceptance of Grant to District, District Grant of Access Easement, Amending the Budget for Fiscal Year 2016-17, Authorizing General Manager or General Manager's designee to Execute any and all Other Documents Necessary or Appropriate to Closing of the Transaction (Sierra Azul Open Space Preserve - Lands of Navid).
2. Exhibit A: Location Map

Responsible Department Manager:
Michael Williams, Real Property Manager

Prepared by:
Allen Ishibashi, Sr. Real Property Agent
Elish Ryan, Real Property Planner III

**Electronic deposits/bank credits (continued)**

Effective date	Posted date	Amount	Transaction detail
	10/26	60.00	Transfirst LLC Bkcd Stmt 161025 39300979973830 39300979973830 Open Space District 102416
	10/27	3,575.00	Faa Treas 310 Misc Pay 102716 xxxxx0011 Rmr*IV*Fa-Dtfanm10L00041C-13*AI*3575.00*3575.00*0
	10/28	600,000.00	Santa Clara Coun Vendor Pmt 2002914101
	10/31	37.28	Shopify Transfer Shopify x
		\$1,816,452.31	Total electronic deposits/bank credits
		\$1,816,452.31	Total credits

Debits**Electronic debits/bank debits**

Effective date	Posted date	Amount	Transaction detail
	10/11	751.86	Client Analysis Srvc Chrg 161007 Svc Chge 0916 000000108390201
	10/11	35.78	Transfirst LLC Discount SEP 16 39300979973830 39300979973830 Open Space District Discount
	10/18	22.81	Deposit \$3,886.06 on 10/11/16 Item Keying Error - Ref #A-6101204877AZ
	10/28	39,131.33	WT Fed#00490 Comerica Bank /Ftr/Bnf=Old Republic Title Company Srf# Gw00000000523037 Trn#161025175318 Rfb# 133
		\$39,941.78	Total electronic debits/bank debits



OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

438 N. Santa Cruz Avenue • Los Gatos CA • 95030 • (408) 354-9128 • FAX (408) 404-0143

November 7, 2016

Attn:

MidPeninsula Regional Open Space District, a California special district
330 Distel Circle
Los Altos, CA 94022

Re: Escrow No.: 0618015377-BH
Property: APN 575-11-021 Hicks Road, San Jose, California 95120

Dear :

We are pleased to inform you that the escrow covering your purchase of the above referenced property has been closed. The conveyance document was recorded on November 4, 2016 and will be mailed directly to you from the Office of the County Recorder. Your Policy of Title Insurance is being issued and will be mailed to you under separate cover.

In connection with the completion of your purchase, we are enclosing the following:

- * Settlement Statement
- * Firpta

We appreciated the opportunity to work with you in this transaction and hope that it was handled to your satisfaction. If at a future date you refinance your property or offer it for sale, please request the order be placed with Old Republic Title Company. Because our title department has retained this recent examination of the public records covering your property, a future search may be accomplished in an even more timely manner.

We hope you enjoy your new property and if you have any questions, please do not hesitate to contact our office.

Sincerely,

Bill Hastings
Sr. Escrow Officer
bhastings@ortc.com

Enclosures: as noted above

BH/kb

FIRPTA STATEMENT BY QUALIFIED SUBSTITUTE
INTERNAL REVENUE CODE §1445(b)(9)

To: MidPeninsula Regional Open Space District, a California special district

RE: Property Address: APN 575-11-021 Hicks Road San Jose, California 95120
Escrow No.: 0618015377-BH

Pursuant to Internal Revenue Code §1445(b)(9) enacted July 30, 2008, the undersigned, certifies under penalty of perjury:

- 1) The undersigned is employed by Old Republic Title Company;
- 2) Old Republic Title Company is an underwritten title company or escrow company that is responsible for closing the above referenced escrow transaction, i.e., a Qualified Substitute pursuant to Internal Revenue Code §1445(f)(6) in which an interest in real property was disposed;
- 3) Old Republic Title Company is not the agent of the transferor(s) pursuant to Internal Revenue Code §1445(d)(5);
- 4) Old Republic Title Company has obtained the FIRPTA Nonforeign Affidavit of Transferor described in Internal Revenue Code §1445(b)(2) from The Bagher and Kefayat Navid Trust; and,
- 5) The FIRPTA Nonforeign Affidavit of Transferor described in Internal Revenue Code §1445(b)(2) for each seller/transferor is in the possession of Old Republic Title Company and will be maintained in the file for the above referenced escrow number.
- 6) Requests for additional information regarding the FIRPTA Nonforeign Affidavit of Transferor described in Internal Revenue Code §1445(b)(2) should be sent to: Old Republic Title Company, 438 N. Santa Cruz Avenue Los Gatos, CA 95030.

Date: October 25, 2016



Bill Hastings
Sr. Escrow Officer



Property: APN 575-11-021 Hicks Road, San Jose, CA 95120



Midpeninsula Regional
Open Space District

CLOSING MEMORANDUM

To: Stephen E. Abbors, General Manager *[Signature]*
From: Allen Ishibashi, Senior Real Property Agent *AI*
Date: November 9, 2016
Subject: Navid Property Addition, Sierra Azul Open Space Preserve

Escrow closed for the subject transaction on November 4, 2016 and title to and possession of this 3.42-acre parcel passed to the District.

I am not aware of any use and management concerns that were not addressed in the staff report to the Board. In accordance with the Public Notification Policy, neighbors to the property were notified of this purchase. As there were no comments made by any of the neighbors or members of the public that might require amendments, close of escrow marks the final adoption of the Preliminary Use and Management Plan, approved by the Board of Directors at its meeting of October 12, 2016.

The following chart presents dedication and acquisition details for this property:

DEDICATION & ACQUISITION INFORMATION						
Preserve & Area	County & A.P.N.	Grantor	Acres	Ownership Status: (Fee, Easement, Lease, Mgmt Agreement)	Board Approval Date & Resolution Number or General Manager Approval Date	
Sierra Azul Rancho de Guadalupe	Santa Clara County 575-11-021	Navid	3.42	Fee	October 12, 2016 Resolution No. 16-44	
Closing Date	Mgmt. Status: (Open, Closed, CMU, or Other)	Dedication Date & Status (Intended or Withheld)	Type	Funding	Value	GIS Code
November 4, 2016	Closed	Withheld	Cash	\$38,683.40	\$75,000.00	2047

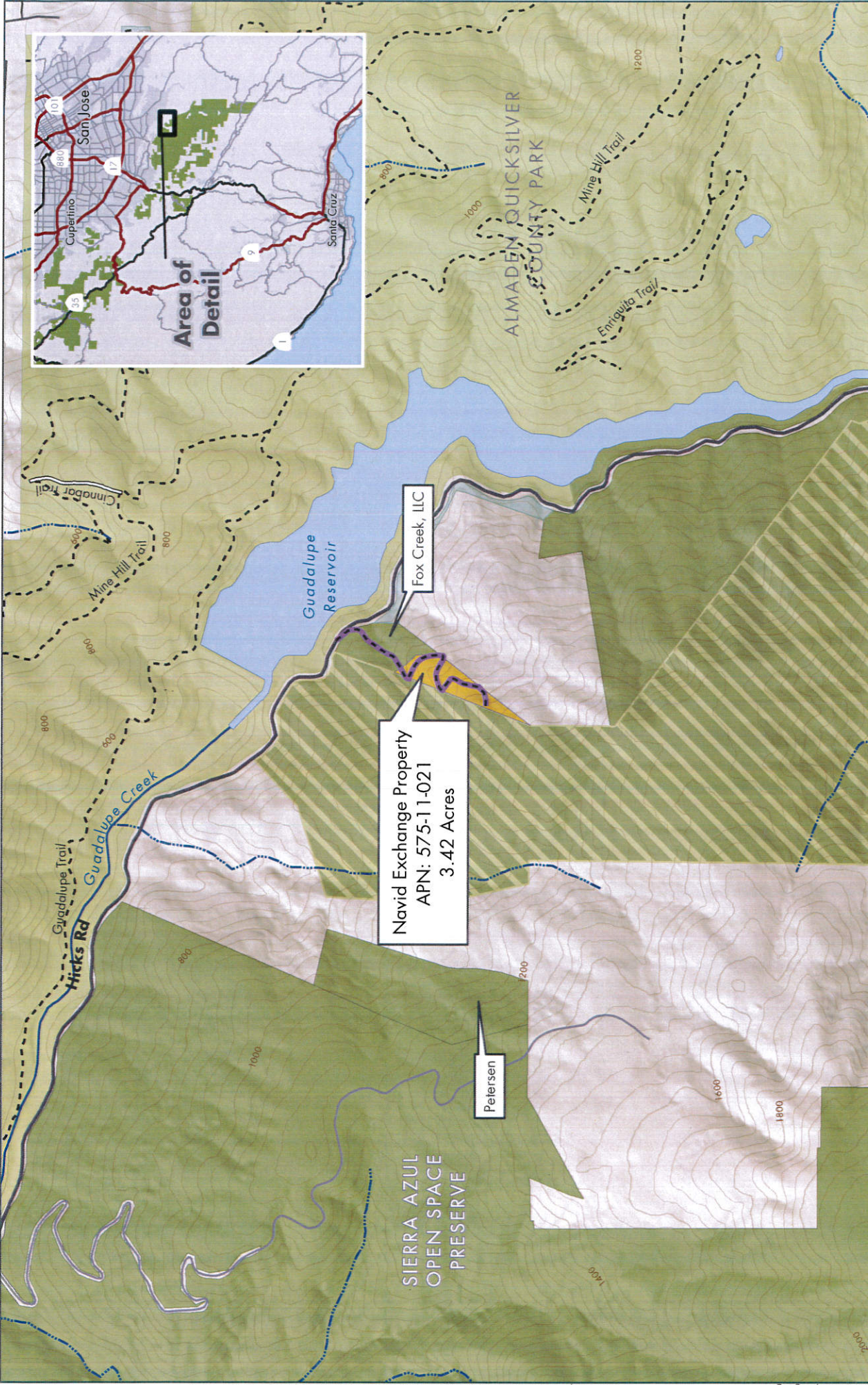
Misc. Notes:	<ol style="list-style-type: none">1. The District acquired this property through an exchange agreement with Navid. In exchange for this property, the District granted an access easement to Navid over Blackberry Hill Road in Los Gatos.2. With this acquisition and the recent purchase of the Barth (Fox Creek) property, the District now has ownership and full control of the dirt access road from Hicks Road to the Preserve.
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Attachment: Map

cc: Administration
Natural Resources
Public Affairs
Board of Directors

Land and Facilities
Visitor Services
Real Property
Asst. AGM

Legal
Planning
GIS



Midpeninsula Regional
 Open Space District
 (MROSD)
 September 2016



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

RESOLUTION 16-37

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

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

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) does hereby accept the offer contained in that certain Purchase and Sale Agreement between Mark J. Petersen and Cathleen M. Petersen, Trustees of the Mark J. Petersen and Cathleen M. Petersen 2006 Revocable Living Trust, and the Midpeninsula Regional Open Space District, a copy of which purchase agreement is attached hereto and by reference made a part hereof, and authorizes the President of the Board of Directors, General Manager, or other appropriate officer to execute the Agreement and all related transactional documents on behalf of the District to acquire the real property described therein ("the Petersen Property").

SECTION TWO. The Board of Directors of Midpeninsula Regional Open Space District authorizes the expenditure of \$700,000.00 covering the purchase price funds for the Petersen Property, including an option deposit of \$10,000.00.

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

SECTION FOUR. The General Manager or the General Manager's designee is authorized to provide notice of acceptance to the seller and to extend escrow if necessary.

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

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

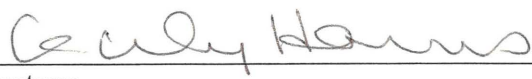
* * * * *

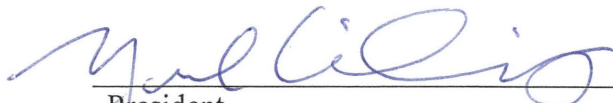
PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on August 24, 2016, at a regular meeting thereof, by the following vote:

AYES: CYR, HANKO, HARRIS, HASSETT, KISHIMOTO, RIFFLE, SIEMENS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

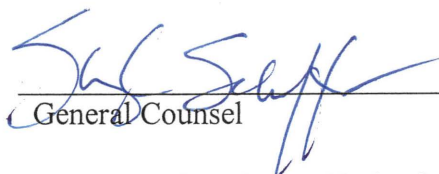
ATTEST:

APPROVED:

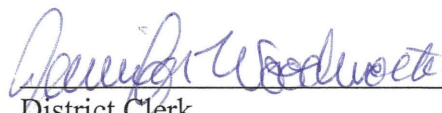

Secretary
Board of Directors


President
Board of Directors

APPROVED AS TO FORM:


General Counsel

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


District Clerk



Midpeninsula Regional
Open Space District

R-16-106
Meeting 16-20
August 24, 2016

AGENDA ITEM 4

AGENDA ITEM

Proposed Purchase of the Petersen property as an addition to Sierra Azul Open Space Preserve, located off of Hicks Road east of Reynolds Road in unincorporated Santa Clara County (Assessor's Parcel Number 575-11-022)

GENERAL MANAGER'S RECOMMENDATIONS

1. Determine that the recommended actions are categorically exempt from the California Environmental Quality Act (CEQA), as set out in this report.
2. Adopt a Resolution authorizing the purchase of the Petersen property at a cost of \$700,000.
3. Adopt a Preliminary Use and Management Plan for the property, as set out in this report.
4. Approve a budget adjustment of \$700,000 to the Real Property Land Purchase Fund.
5. Indicate the intention to withhold dedication of the Petersen property as public open space at this time.

SUMMARY

The Midpeninsula Regional Open Space District (District) is proposing to purchase the 23.41-acre Petersen property (Property) at a bargain sale purchase price of \$700,000 as an addition to Sierra Azul Open Space Preserve (Preserve). As part of the purchase approval, a line item budget adjustment of \$700,000 to the Real Property Land Purchase Fund is required to proceed with the acquisition. The following report presents a description of the Property, a Preliminary Use and Management Plan, the District's environmental review, the purchase terms and conditions, and financial considerations. The proposed purchase is identified as part of Measure AA Project # 24.

MEASURE AA

The proposed property purchase supports the goals of Measure AA Portfolio #24, Sierra Azul: Rancho de Guadalupe Family Recreation, as it serves to acquire lands in order to protect natural resources, enhance habitat for rare species, and will support the future development of accessible multi-use trails with amenities such as parking and family recreation within the Rancho de Guadalupe area of Sierra Azul Open Space Preserve.

DISCUSSION

The Property is bounded to the west by the 18,934-acre Sierra Azul Open Space Preserve (Preserve) and drains into the Guadalupe Creek watershed. The property is visible from within the Preserve and from Almaden Quicksilver County Park. The reasons for this purchase include advancement of Measure AA Portfolio #24 to protect natural resources, view shed protection, habitat protection, and protection of the Guadalupe Creek Watershed, as well as a potential site for a future employee residence.

Property Description and Regional Context (see attached map)

The rectangular shaped 23.41-acre Property consists of one legal parcel, situated in unincorporated Santa Clara County. Primary legal access to the property is gained from Hicks Road through an adjacent parcel to the north via a 60-foot wide easement that is improved with a 12-foot wide dirt road. A more direct dirt access road comes off of Reynolds Road over District property, however the Property's easement rights to use this secondary access are much more limited in scope.

The Property rises to approximately 1,360 feet in elevation, and has excellent views of the higher elevations within the Preserve, downtown San Jose, Almaden Quicksilver County Park and the Guadalupe Reservoir. The Property is situated in the Guadalupe Creek Watershed and includes a seasonal tributary that flows into Guadalupe Creek.

The parcel is a mix of oak woodland and other plants associated with mixed chaparral. The native vegetation types include the sensitive communities of Big Berry Manzanita Series and California Bay-Coast Live Oak Series and the biologically, highly-significant Annual Grassland Series. Two species of rare plants have been observed on neighboring parcels within the Preserve. The Property provides varied habitat for animal species associated with the lower elevations, including larger mammals such as deer, coyotes, bobcats, and mountain lions. A wide variety of bird species occupy and migrate through the general area.

Land Use and Improvements

The Property is unimproved with the exception of the following infrastructure improvements: a domestic water well, a graded dirt road that provides direct access to both Hicks and Reynolds Roads, a wood shade structure for a developed spring, and barbed wire fencing along the property lines. The main access road is contained within a 60-foot wide easement that crosses the adjacent private property to the north from Hicks Road. There are both above grade and below grade electrical utilities on the property.

The existing 120-foot deep well is unpermitted. However, recent testing (2015) confirmed a sustained flow of 16 gallons per minute and considered the well to be a productive and reliable water source. (As 2015 is the fourth year of below-normal rainfall for the area, it is anticipated that sustained flow rates in normal year would be even higher.) Water testing conducted at the same time did not detect the presence of any contaminants or other substances that would prevent the well from being used as a potable water source.

Water Rights

The 21-acre private property located to the north utilizes three developed springs on the Petersen Property that provide the sole source of water to the residence on that property. When first investigated, there were no recorded rights to use these springs on the Petersen property.

Through additional research and conversations with the Petersens and the adjacent private property owner, District staff learned that the spring water use was established in 1949 when both properties were owned by the Knoff family and the Knoffs constructed their house on the property to the north. District staff also discovered that when the Petersen's purchased their property from the Knoffs, a condition of the sale was that the rights to use the three springs on the Petersen Property would be reserved as a spring easement. Since these spring rights were never formalized, District staff is working with the Petersens and the private property owner to resolve the spring water use and prepare an easement agreement acceptable to the District. Under the spring water easement, the District would have no obligation to provide water to the private property in the event that the springs ran dry.

USE AND MANAGEMENT

Planning Considerations

The Property is comprised of one legal parcel, located in unincorporated Santa Clara County and outside the urban service area or sphere of influence of any incorporated municipality. The 23.41-acre parcel has a General Plan designation of Hillside with a zoning designation of Hillside-Design Review Required (HS-d1). Per the Santa Clara County General Plan and zoning regulations, recreation, open space, and natural preserves are allowable uses in HS-d1 Districts. A finding of compliance with the General Plan for all open space acquisitions by the District in Santa Clara County was made by the Santa Clara County Planning Department in 1999.

If purchased, the Property would be incorporated into the Sierra Azul Open Space Preserve. Subsequent planning for the property, including the planning of trail routes, trail connections, and potential access points would be coordinated with the District's continuing planning efforts for the Preserve and/or public access planning for the Rancho de Guadalupe area of the Preserve.

The District may, in conjunction with continuing planning for the Preserve, explore the feasibility of developing a portion of the property for an employee residence to support safety and stewardship in the Preserve. The property is strategically located in an area of the District with few employee residences. The presence of a reliable well, electrical service, and a building pad with easy access provides the District with a potentially viable option to develop a security residence for the Mt. Umunhum area.

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. The PUMP includes minor restoration and maintenance of the Property in its natural condition, as described more fully below. If changes to land use or the physical environment are proposed in the future, the plan would be subject to further environmental review and public input.

Public Access: Designate the Property as closed to public use at this time.

Signs and Site
Security: Install preserve boundary and closed area signs.
Measure AA sign placement shall be in compliance with the Measure AA Sign Guidelines.

Fences and Gates:	Install gates and fencing on the access road to prevent unauthorized entry and use, and work with the private property owner to the east to provide through access to adjoining areas of the Preserve.
Roads and Trails:	<p>Access roads to be used for District patrol, maintenance and emergency purposes.</p> <p>Maintain the unpaved access way from Reynolds Road and unpaved internal roads on the site in a serviceable condition. Implement maintenance and minor erosion and sediment control measures in accordance with District standards.</p>
Water Rights and Water Resources:	<p>A small tributary bisects the property and flows into Guadalupe Creek to be protected per District's Resource Management Policies.</p> <p>The existing 120-foot deep water well located on the property is not permitted. Land and Facilities Services Department to consult with Santa Clara Valley Water District on options to formalize use.</p> <p>The private property owner to the north will continue utilizing and maintaining three developed springs on the property. Formal easement rights to this spring are being resolved between the Petersens and the private property owner with direct District oversight.</p>
Patrol:	Routinely patrol property using existing access road.
Resource Management:	Conduct invasive plant and animal management activities consistent with the District's Resource Management Policies.
Wildfire Fuel Management:	Implement standard District-wide fuel management and defensible space practices consistent with the District's Resource Management Policies.
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.
Subsequent Planning:	<p>Subsequent planning for the property, including trail corridors, trail connections, and potential access points would be coordinated with the District's continuing planning efforts for the Preserve and/or planning for the Rancho de Guadalupe area of the Preserve.</p> <p>In conjunction with continuing planning for the Preserve, the District may explore the feasibility of developing a small portion of this property for an employee residence to support safety and stewardship in the Preserve.</p>

CEQA COMPLIANCE

Project Description

The project consists of the purchase of the 23.41-acre Petersen Property as an addition to the District's Sierra Azul Open Space Preserve and concurrent adoption of a Preliminary Use and Management Plan (PUMP), including minor erosion control and sediment control measures that may be conducted along existing driveways and roads to prevent erosion and water quality degradation. Minor resource management activities may be conducted to control invasive plants.

CEQA Determination

The District concludes that this project will not have a significant effect on the environment. It is categorically exempt from the California Environmental Quality Act (CEQA) under Article 19, Sections 15301, 15316, 15317, and 15061 of the CEQA Guidelines as follows:

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

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

Section 15317 exempts the acceptance of fee interests in order to maintain the open space character of an area. The District will acquire fee interest in the property in order to maintain the open space character of the site.

Section 15061(b)(3) exempts actions recommended in the PUMP as it has been determined that there is no possibility the recommended actions will have a significant effect on the environment.

TERMS AND CONDITIONS

The 23.41-acre Petersen Property is proposed for purchase at a bargain sale price of \$700,000. The fair market value for the property was appraised at \$950,000 in November 2015. The property would be purchased on an "As-Is" and all-cash basis. Escrow would close on this transaction by September 30, 2016.

FISCAL IMPACT

If the purchase of the Petersen property is approved, the Board will also approve an adjustment to the Real Property Department budget in the amount of \$700,000 under the New Land Purchases Account.

Petersen Property Purchase Amount	\$700,000
Total Land purchases approved to date for FY 2016-2017	\$0
Total (if approved)	\$700,000

Measure AA Portfolio #24 was allocated with \$10,078,000 in the ordinance Expenditure Plan. This land acquisition supports public access and stewardship for the Sierra Azul Rancho de Guadalupe Family Recreation and Interpretive Projects. The Chief Financial Officer was consulted on this proposed purchase and has indicated that, considering cash flow and account balances, funds are available for this property purchase and budget adjustment.

The following table is provided to outline the Measure AA Portfolio budget, costs to date, and fiscal implications related to the Ranch de Guadalupe Projects:

	Budget (in \$ millions)
MAA 24 Portfolio Total	\$10,078,000
Spent to Date	\$ 300,000
Petersen Purchase	\$ 700,000*
Balance Remaining	\$ 9,078,000

*Includes \$10,000 purchase option deposit

BOARD COMMITTEE REVIEW

The District's Real Property Committee held a meeting at the District Administrative Office on July 19, 2016 to discuss the proposed property purchase. Notice of the meeting was distributed to property owners of land located adjacent to and surrounding the property. One member of the public attended the meeting. Three members of the Real Property Committee were in attendance. Staff provided a presentation of the property, described how it would be managed as an extension of the adjacent Preserve, and reviewed the proposed PUMP and the purchase terms. The Real Property Committee approved recommending this purchase to the full Board of Directors by a 3-0 vote.

PUBLIC NOTICE

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

NEXT STEPS

Upon approval by the Board of Directors, staff would proceed with the close of escrow for the purchase of the property by September 30, 2016, and take the next steps identified in the PUMP as contained in this report. The District's South Area Outpost Field Office would manage the property as an addition to Sierra Azul Open Space Preserve.

Attachments:

1. Resolution Authorizing Acceptance of Purchase and Sale Agreement, Authorizing General Manager or Other Officer to Execute Certificate of Acceptance of Grant to District, and Authorizing General Manager to Execute any and all Other Documents Necessary or Appropriate to Closing of the Transaction (Sierra Azul Open Space Preserve - Lands of Petersen)

2. Location Map

Responsible Department Manager:
Michael Williams, Real Property Manager

Prepared by:
Allen Ishibashi, Senior Real Property Agent

RESOLUTION 16-__

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

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

SECTION ONE. The Board of Directors of Midpeninsula Regional Open Space District (District) does hereby accept the offer contained in that certain Purchase and Sale Agreement between Mark J. Petersen and Cathleen M. Petersen, Trustees of the Mark J. Petersen and Cathleen M. Petersen 2006 Revocable Living Trust, and the Midpeninsula Regional Open Space District, a copy of which purchase agreement is attached hereto and by reference made a part hereof, and authorizes the President of the Board of Directors, General Manager, or other appropriate officer to execute the Agreement and all related transactional documents on behalf of the District to acquire the real property described therein (“the Petersen Property”).

SECTION TWO. The Board of Directors of Midpeninsula Regional Open Space District authorizes the expenditure of \$700,000.00 covering the purchase price funds for the Petersen Property, including an option deposit of \$10,000.00.

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

SECTION FOUR. The General Manager or the General Manager’s designee is authorized to provide notice of acceptance to the seller and to extend escrow if necessary.

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

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

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on _____, 2016, at a regular meeting thereof, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Secretary
Board of Directors

President
Board of Directors

APPROVED AS TO FORM:

General Counsel

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

District Clerk

Account number: 1201 ■ September 1, 2016 - September 30, 2016 ■ Page 2 of 4



Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
	09/28	350,000.00	Santa Clara Coun Vendor Pmt 2002898477
	09/28	308.00	Desktop Check Deposit
		\$1,896,229.86	Total electronic deposits/bank credits
		\$1,896,229.86	Total credits

Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	09/12	789.11	Client Analysis Svc Chrg 160909 Svc Chge 0816 000000108390201
	09/12	32.73	Transfirst LLC Discount Aug 16 39300979973830 39300979973830 Open Space District Discount
	09/21	150,000.00	Online Transfer Ref #Bber76Vhnp to 110653801 on 09/21/2016 0857 Am
	09/29	689,200.60	WT Fed#00470 US Bank, NA /Ftr/Bnf=Chicago Title Company Srf# IN16092610055969 Trn#160926094265 Rfb# 000000132
		\$840,022.44	Total electronic debits/bank debits

Checks paid

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
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Chicago Title Company
12156 Saratoga Sunnyvale Rd., Saratoga, CA 95070
Phone: (408)973-1900 | FAX: (408)973-8778

FINAL BUYER'S STATEMENT

Settlement Date: September 30, 2016
Disbursement Date: September 30, 2016
Buyer: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022

Escrow Number: CSC-2995-FWPS-2995151541
Escrow Officer: Lisa Nite

Exchangor: The Mark J. Petersen and Cathleen M. Petersen 2006 Revocable Living Trust
45 Montgomery Street
Los Gatos, CA 95030

Property: Hicks Road, APN# 575-11-022
San Jose, CA 95120
Parcel ID(s): 575-11-022

		\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION			
Contract sales price		700,000.00	
Deposit or earnest money	Midpeninsula Regional Open Space District		10,000.00
Buyers Funds to Close	Midpeninsula Regional Open Space District		689,200.60
PRORATIONS/ADJUSTMENTS			
County taxes	07/01/16 to 09/30/16 (\$1,616.76 / 180 X 89 days)		799.40
RE: 575-11-022			
<hr/>			
Subtotals		700,000.00	700,000.00
<hr/>			
TOTALS		700,000.00	700,000.00

**THIS IS A CERTIFIED COPY OF THE ORIGINAL DOCUMENT(S) BY
CHICAGO TITLE COMPANY**


Chicago Title Company, Settlement Agent

SAVE THIS STATEMENT FOR INCOME TAX PURPOSES



Midpeninsula Regional
Open Space District

CLOSING MEMORANDUM

To: Stephen E. Abbors, General Manager

From: Allen Ishibashi, Senior Real Property Agent *AI*

Date: October 17, 2016 *done for SEA 10/20/16*

Subject: Petersen Property Addition, Sierra Azul Open Space Preserve

Escrow closed for the subject transaction on September 30, 2016 and title to and possession of this 23.41-acre parcel passed to the District.

I am not aware of any use and management concerns that were not addressed in the staff report to the Board. In accordance with the Public Notification Policy, neighbors to the property were notified of this purchase. As there were no comments made by any of the neighbors or members of the public that might require amendments, close of escrow marks the final adoption of the Preliminary Use and Management Plan, approved by the Board of Directors at its meeting of August 24, 2016.

The following chart presents dedication and acquisition details for this property:

DEDICATION & ACQUISITION INFORMATION						
Preserve & Area	County & A.P.N.	Grantor	Acres	Ownership Status: (Fee, Easement, Lease, Mgmt Agreement)	Board Approval Date & Resolution Number or General Manager Approval Date	
Sierra Azul Rancho de Guadalupe	Santa Clara County 575-11-022	Petersen	23.41	Fee	August 24, 2016 Resolution No. 16-37	
Closing Date	Mgmt. Status: (Open, Closed, CMU, or Other)	Dedication Date & Status (Intended or Withheld)	Type	Funding	Value	GIS Code
September 30, 2016	Closed	Withheld	Cash Gift	\$700,000.00 <u>250,000.00</u> \$950,000.00	\$950,000.00	1833

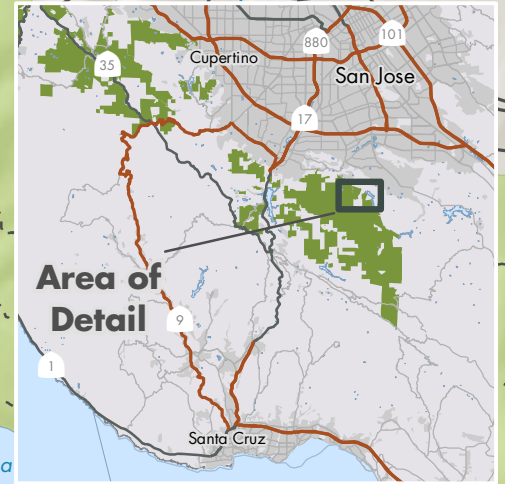
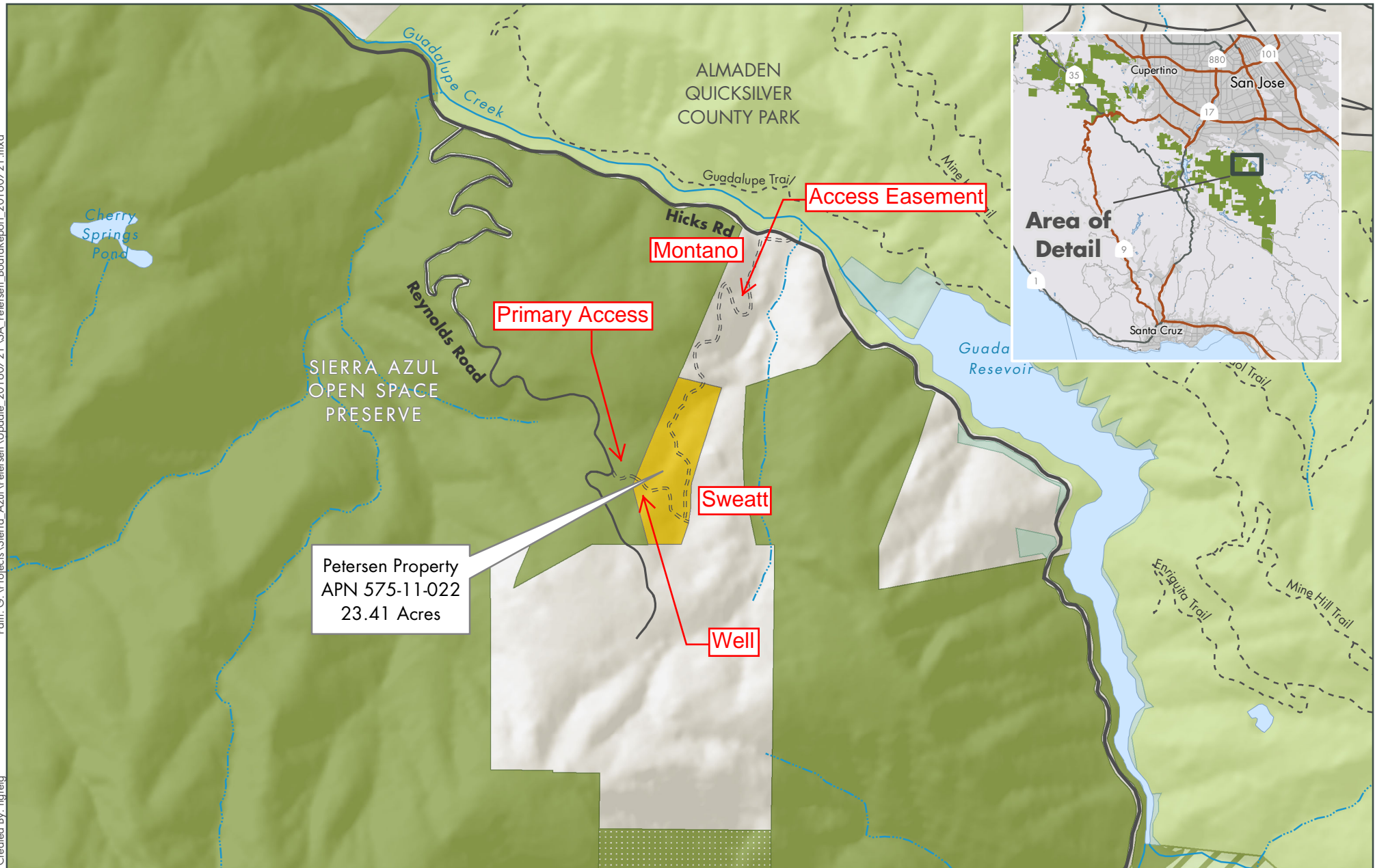
Misc. Notes:	<ol style="list-style-type: none"> 1. The Peterson property was purchased on a bargain sale basis at a purchase price of \$700,000 with a fair market appraised value of \$950,000 with a gift component of \$250,000. 2. There are two access points to the Petersen Property that the District may use. The first is off of Reynolds Road and the second is via an easement over an existing 10-12' wide dirt road across the Montano Property located below the Petersen Property off of Hicks Road. The access point off of Reynolds Road is the preferred access point. 3. Mark Montano (property below Petersen) has a spring water easement over the Petersen Property. There are three developed springs on the Petersen Property that exclusively serve the Montano Property. Montano has the ability to access the springs via the existing dirt road on the Petersen Property. Per the easement, the District is to maintain a 50-foot vegetated buffer zone around each spring with the exception of road maintenance and removal of invasive species. The easement is attached and I have identified the location of the springs on the attached map. 4. The adjacent owner Herb Sweatt (big house to the east) has the ability to use the access road across the Petersen Property to exit onto Reynolds Road as a limited access route. 5. PG&E has an easement for underground power across the Petersen Property to serve the Sweatt Property. The electrical lines run under a portion of the existing access road. 6. There is an existing 120-foot-deep water well (15 gallons per minute) on the Petersen property located near the Reynolds Road access point.
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Attachment: Map (2x) and Spring Water Easement

cc: Administration
Natural Resources
Public Affairs
Board of Directors

Land and Facilities
Visitor Services
Real Property
Asst. AGM

Legal
Planning
GIS



Petersen Property

- | | | | | | |
|---|-------------------------|---|--------------------------------------|--|-------------------|
|  | MROSD Preserves |  | Watershed Land |  | Petersen Property |
|  | Other Protected Lands |  | Easement Over MROSD |  | Private Property |
|  | Partial MROSD Ownership |  | MROSD Easement Over Other Open Space | | |

Midpeninsula Regional
Open Space District
(MROSD)
July 2016



Miles 0 0.25 0.5

O.C. JONES & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

INVOICE

MIDPENINSULA REGIONAL OPEN SPACE DISTF
330 DISTEL CIRCLE
LOST ALTOS, CA 94022-1404
Attention: ZACHARY ALEXANDER

INVOICE NO.: 69993
BILLING NO.: 6
DATE: 06/07/17
OCJ JOB NO.: 216515

JOB DESCRIPTION:
MOUNT UMUNHUM RD REHAB PROJECT

BILLED TO DATE THRU	5/31/17	\$4,302,763.02
PREVIOUS BILLED TO DATE		\$2,677,578.30
GROSS BILLING THIS INVOICE		\$1,625,184.72
RETENTION	5%	\$81,259.24
NET BILLING THIS INVOICE		\$1,543,925.49

If you have any questions regarding this billing, please contact:

Project Manager:	Juan Hernandez
Project Administrator:	Sushila Sharma

OWNER

=====

MAIN OFFICE ADDRESS
1520 FOURTH STREET
BERKELEY, CA 94710

TELEPHONE (510) 526-3424
FAX (510) 525-0457

O.C. JONES & SONS, INC.

1520 Fourth Street
 Berkeley, CA 94710
 Direct Line: (510) 809-3422
 Direct Fax: (510) 809-3522
ssharma@ocjones.com

LETTER OF TRANSMITTAL

TO: MIDPENINSULA REGIONAL OPEN SPACE (650) 691-1200 SUBJECT: MOUNT UMUNHUM RD REHAB PROJECT
 330 DISTEL CIRCLE OCJ Job No. 216515
 LOST ALTOS, CA 94022-1404 zalexander@openspace.org

ATTN: ZACHARY ALEXANDER

DATE: June 7, 2017

No. of Copies	WE SEND YOU THE FOLLOWING DOCUMENTS FOR ACTION OR USE AS INDICATED	For Your Files or Information	Sign & Return Both Copies for Our Signature	Returned Signed as Requested	For Approval or Action	For Your Review and Comment	Returned as Requested	See Note Below
1	MAY PROGRESS BILLING	XX			XX			XX

NOTES: Please let me know if you need any additional information in order to process our payment. Original to follow via mail. Thank you.

Date: 6/12/17

Batch#: _____

Vendor: _____

PO: _____

G/L Account: 30-35-325-8205.01

Project: AA 23-6

Approved by: _____

[Signature]
[Signature]

Sincerely,
 O.C. JONES & SONS, INC.
 Sushila Sharma

 Project Administrator

O.C. JONES & SONS, INC.

Project: **MOUNT UMUNHUM RD REHAB PROJECT**
 General: **MIDPENINSULA REGIONAL OPEN SPACE DISTRICT**
 OCJ Job **216515**

Date **06/07/17**
 Work Complete Thru **05/31/17**
 Progress Estimate No. **6**

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
CONTRACT WORK													
1.0	MOBILIZATION	LS	1.00		492,000.00	492,000.00	0.95	467,400.00	0.05	24,600.00	1.00	100%	492,000.00
2.0	TRAFFIC CONTROL	LS	1.00		115,000.00	115,000.00	0.85	97,750.00	0.05	5,750.00	0.90	90%	103,500.00
3.0	POTHOLE UTILITIES	LS	1.00		25,000.00	25,000.00	0.90	22,500.00	0.10	2,500.00	1.00	100%	25,000.00
4.0	EROSION CONTROL & SWPPP	LS	1.00		50,000.00	50,000.00	0.90	45,000.00	0.10	5,000.00	1.00	100%	50,000.00
5.0	LAYOUT & STAKING	LS	1.00		30,000.00	30,000.00	1.00	30,000.00	0.00	0.00	1.00	100%	30,000.00
6.0	CLEANING & GRUBBING	LS	1.00		90,000.00	90,000.00	1.00	90,000.00	0.00	0.00	1.00	100%	90,000.00
7.0	TREE REMOVAL	EA	15.00		2,734.00	41,010.00	15.00	41,010.00	0.00	0.00	15.00	100%	41,010.00
8.0	STUMP REMOVAL	EA	3.00		1,600.00	4,800.00	3.00	4,800.00	0.00	0.00	3.00	100%	4,800.00
9.0	TREE ROOT REMOVAL	SF	2,750.00		4.00	11,000.00	2,750.00	11,000.00	0.00	0.00	2,750.00	100%	11,000.00
10.0	DEMOLITION	LS	1.00		100,000.00	100,000.00	1.00	100,000.00	0.00	0.00	1.00	100%	100,000.00
11.0	ROCK & BOULDER CLEARING	LF	2,700.00		15.00	40,500.00	2,700.00	40,500.00	0.00	0.00	2,700.00	100%	40,500.00
12.0	GRADING & EXCAVATION	CY	4,000.00		50.00	200,000.00	4,000.00	200,000.00	0.00	0.00	4,000.00	100%	200,000.00
13.0	DISPOSAL OF GRADED & EXCAVATED MATERIAL	CY	4,000.00		16.00	64,000.00	4,000.00	64,000.00	0.00	0.00	4,000.00	100%	64,000.00
14.0	SHALLOW PAVEMENT REPAIRS	SF	18,700.00		4.25	79,475.00		0.00	0.00	0.00			0.00
15.0	DEEP PAVEMENT REPAIRS	SF	13,000.00		5.90	76,700.00		0.00	0.00	0.00			0.00
16.0	INSTALL GABION WALL	LF	180.00		500.00	90,000.00	72.00	36,000.00	0.00	0.00	72.00	40%	36,000.00
17.0	INSTALL TYPE A DROP INLET STRUCTURE	EA	50.00		6,500.00	325,000.00	50.00	325,000.00	0.00	0.00	50.00	100%	325,000.00
18.0	INSTALL TYPE B DROP INLET STRUCTURE	EA	8.00		7,300.00	58,400.00	8.00	58,400.00	0.00	0.00	8.00	100%	58,400.00
19.0	INSTALL TYPE C DROP INLET STRUCTURE	EA	1.00		4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00		0.00
20.0	INSTALL 18" CMP PIPE EXTENSION AT INLETS	EA	6.00		2,300.00	13,800.00		0.00	0.00	0.00			0.00
21.0	INSTALL 12" CMP PIPE	LF	80.00		115.00	9,200.00	80.00	9,200.00	0.00	0.00	80.00	100%	9,200.00
22.0	INSTALL INLET STRUCTURE HIGH HEADWALL	EA	17.00		6,000.00	102,000.00	12.97	77,800.00	2.80	16,800.00	15.77	93%	94,600.00
23.0	INSTALL DOWN DRAIN	LS	1.00		10,000.00	10,000.00		0.00	0.50	5,000.00	0.50	50%	5,000.00
24.0	INSTALL PCC CURB	LF	200.00		100.00	20,000.00	200.00	20,000.00	0.00	0.00	200.00	100%	20,000.00
25.0	INSTALL PCC SWALE	LF	220.00		90.00	19,800.00		0.00	0.00	0.00			0.00
26.0	INSTALL ROCK DRAINAGE PROTECTION	SF	320.00		10.00	3,200.00		0.00	0.00	0.00			0.00
27.0	ROCK LINED DITCH	LF	180.00		20.00	3,600.00		0.00	0.00	0.00			0.00
28.0	INSTALL ROADEAY SUBDRAIN PIPING	LF	280.00		40.00	11,200.00	0.00	0.00	280.00	11,200.00	280.00	100%	11,200.00
29.0	INSTALL SUBDRAIN/EDGE DRAIN CLEANOUTS	EA	7.00		325.00	2,275.00	1.00	325.00	0.00	0.00	1.00	14%	325.00
30.0	INSTALL EDGE DRAIN	LF	250.00		35.00	8,750.00		0.00	250.00	8,750.00	250.00	100%	8,750.00

O.C. JONES & SONS, INC.

Project: **MOUNT UMUNHUM RD REHAB PROJECT**
 General: **MIDPENINSULA REGIONAL OPEN SPACE DISTRICT**
 OCJ Job **216515**

Date **06/07/17**
 Work Complete Thru **05/31/17**
 Progress Estimate No. **6**

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
31.0	CONNECT EDGE DRAIN TO INLET	EA	1.00		900.00	900.00		0.00	1.00	900.00	1.00	100%	900.00
32.0	REHABILITATION & RESURFACING: PULVERIZE & HMA RESURFACE	SF	500,000.00		2.38	1,190,000.00		0.00	618,819.21	1,472,789.72	618,819.21	124%	1,472,789.72
33.0	MISCELLANEOUS PAVING	SF	28,200.00		4.50	126,900.00		0.00	26,090.00	117,405.00	26,090.00	93%	117,405.00
34.0	INSTALL MOUNTABLE HMA BERM - TYPE E	LF	300.00		4.00	1,200.00		0.00	0.00	0.00			0.00
35.0	INSTALL HMA BERM - TYPE F	LF	18,400.00		2.40	44,160.00		0.00	0.00	0.00			0.00
36.0	INSTALL PRE-CAST CONCRETE BARRIERS & END SECTIONS	EA	520.00		830.00	431,600.00		0.00	0.00	0.00			0.00
37.0	INSTALL ROCK FENCE	LF	920.00		74.00	68,080.00	920.00	68,080.00	-615.00	-45,510.00	305.00	33%	22,570.00
38.0	SHOULDER BACKING	LF	14,500.00		1.90	27,550.00		0.00	0.00	0.00			0.00
39.0	PLACE BASE ROCK	SF	1,840.00		3.20	5,888.00		0.00	0.00	0.00			0.00
40.0	GUARDRAILS & END TERMINALS	SF	5,800.00		59.00	342,200.00	5,800.00	342,200.00	0.00	0.00	5,800.00	100%	342,200.00
41.0	INSTALL ROAD SIGNAGE	EA	52.00		265.00	13,780.00		0.00	0.00	0.00			0.00
42.0	INSTALL ROADSIDE PADDLES	EA	67.00		65.00	4,355.00		0.00	0.00	0.00			0.00
43.0	INSTALL ROAD STRIPING	LS	1.00		87,850.00	87,850.00		0.00	0.00	0.00			0.00
44.0	INSTALL CONDUIT	LS	600.00		40.00	24,000.00	600.00	24,000.00	0.00	0.00	600.00	100%	24,000.00
45.0	INSTALL PIPE GATE	EA	8.00		1,870.00	14,960.00	1.00	1,870.00	0.00	0.00	1.00	13%	1,870.00
46.0	PROVIDE & INSTALL SOLAR POWERED AUTOMATIC GATE SYSTEM	EA	3.00		22,675.00	68,025.00		0.00	0.00	0.00			0.00
47.0	PROVIDE AND INSTALL SOLAR POWERED LIGHT SYSTEM	EA	1.00		16,000.00	16,000.00		0.00	0.00	0.00			0.00
48.0	INSTALL DOUBLE CHIP SEAL	SF	500,000.00		0.43	215,000.00		0.00	0.00	0.00			0.00
49.0	INSTALL INLET STRUCTURE LOW HEADEALL	EA	41.00		5,600.00	229,600.00	41.00	229,600.00	0.00	0.00	41.00	100%	229,600.00
						0.00		0.00	0.00	0.00			0.00

SUBTOTAL CONTRACT WORK

5,012,758.00

2,406,435.00

1,625,184.72

4,031,619.72

CHANGE ORDERS

CCO #01	ADDN'L TREE REMOVAL-INC IN BID ITEM #7	EA	2.00		2,734.00	5,468.00	2.00	5,468.00	0.00	0.00	2.00	100%	5,468.00
CCO #02	ADDN'L EXV MATERIAL-INC IN BID ITEM #12	CY	2,037.00		50.00	101,875.00	2,037.50	101,875.00	0.00	0.00	2,037.50	100%	101,875.00
CCO #02	ADDN'L GRADING & DISPOSAL-INC IN BID ITEM #13	CY	1,303.00		16.00	20,848.00	1,303.00	20,848.00	0.00	0.00	1,303.00	100%	20,848.00
CCO #02	ADDN'L ROCK CLEARING-INC IN BID ITEM #11	LF	60.00		15.00	900.00	60.00	900.00	0.00	0.00	60.00	100%	900.00
CCO #03	MBGR INCREASED POST LENGTH	LS	1.00		11,299.17	11,299.17	1.00	11,299.17	0.00	0.00	1.00	100%	11,299.17

O.C. JONES & SONS, INC.

Project: **MOUNT UMUNHUM RD REHAB PROJECT**
 General: **MIDPENINSULA REGIONAL OPEN SPACE DISTRICT**
 OCJ Job **216515**

Date **06/07/17**
 Work Complete Thru **05/31/17**
 Progress Estimate No. **6**

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
CCO #04	WINTER SUSPENSION	LS				0.00		0.00	0.00	0.00			0.00
CCO #05	ADDN'L EXC MATERIAL-INC IN BID ITEM #12	CY	1,750.00		50.00	87,500.00	1,750.00	87,500.00	0.00	0.00	1,750.00	100%	87,500.00
CCO #05	ADDN'L GRADING & DISPOSAL-INC IN BID ITEM #13	CY	1,750.00		16.00	28,000.00	1,750.00	28,000.00	0.00	0.00	1,750.00	100%	28,000.00
CCO #05	ADDN'L ROCK CLEARING-CLEARING IN BID ITEM #11	LF	300.00		15.00	4,500.00	300.00	4,500.00	0.00	0.00	300.00	100%	4,500.00
CCO #06	THAYER ROAD REPAIR	EA	1.00		3,000.00	3,000.00	1.00	3,000.00	0.00	0.00	1.00	100%	3,000.00
		LS	1.00		7,753.13	7,753.13	1.00	7,753.13	0.00	0.00	1.00	100%	7,753.13
						0.00		0.00	0.00	0.00			0.00
						0.00		0.00	0.00	0.00			0.00
						0.00		0.00	0.00	0.00			0.00

SUBTOTAL CHANGE ORDERS

271,143.30

271,143.30

0.00

271,143.30

TOTAL

5,283,901.30

2,677,578.30

1,625,184.72

4,302,763.02

RETENTION

133,878.91

81,259.24

215,138.15

NET AMOUNT OF ESTIMATE

2,543,699.38

1,543,925.49

4,087,624.87



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710

OCJ# 69993

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: 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: O.C. JONES & SONS, INC.
Name of Customer: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Job Location: HICKS RD & MT UMUNHUM RD
Owner: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Through Date: May 31, 2017

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: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Amount of Check: \$1,543,925.49
Check Payable to: O.C. JONES & SONS, INC.

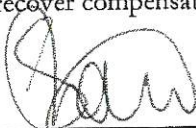
EXCEPTIONS

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: 4/30/2017

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: 
Claimant's Title: Sushila Sharma, Project Administrator
Date of Signature: 06/07/17

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1608-10

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

Project: 1608. Mt Umunhum Summit Project

Application No.: 10

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Period To:

From Contractor: D-Line Constructors Inc.
499 Embarcadero Post 3 Box 6
Oakland, CA 94606

Via Architect:

Project Nos: PO #2017-124

Contract For: PO #2017-124

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$7,385,000.00
2. Net Change By Change Order	\$554,422.00
3. Contract Sum To Date	\$7,939,422.00
4. Total Completed and Stored To Date	\$5,610,231.95
5. Retainage:	
a. 5.00% of Completed Work	\$280,511.60
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$280,511.60
6. Total Earned Less Retainage	\$5,329,720.35
7. Less Previous Certificates For Payments	\$4,323,972.50
8. Current Payment Due	\$1,005,747.85
9. Balance To Finish, Plus Retainage	\$2,609,701.65

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: D-Line Constructors Inc.

By: Kim Roberts

Date: 6/28/17

State of: _____
Subscribed and sworn to before me this
Notary Public:
My Commission expires: _____

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ 1,005,747.85

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$554,422.00	\$0.00
TOTALS	\$554,422.00	\$0.00
Net Changes By Change Order	\$554,422.00	

atch: 6/28/17
Description:
PO#: 30-35-325-8205.01
G/L Account: MAA 23-004
Project#: Approved By: [Signature]

CONTINUATION SHEET

Page 2 of 7

Application and Certification for Payment, containing Contractor's signed certification is attached.

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

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

Application No. : 10

Application Date : 06/07/17

To:

Architect's Project No.: PO #2017-124

Invoice #: 1608-10

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	01 Admin & General Requirements								
1	Payment & Performance Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	
2	Detailing, Modeling & Engineering	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00%	0.00	
3	Mobilization	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	0.00	
4	General Conditions (7 Months)	770,000.00	627,550.00	50,050.00	0.00	677,600.00	88.00%	92,400.00	
5	Demobilization	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
	Admin & General Requirements Totals	1,250,000.00	1,032,550.00	50,050.00	0.00	1,082,600.00	86.61%	167,400.00	54,130.00
Bill Group:	02 Entire Site								
6	Temp Veg Protection Fence	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
7	SWPPP BMP's	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	
8	Survey & Staking	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	
9	Mass Grading & Off-haul to Thayer	450,000.00	450,000.00	0.00	0.00	450,000.00	100.00%	0.00	
10	Select, Procure & Import Stone Materials	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	
11	Electrical Ductbank	250,000.00	175,000.00	37,500.00	0.00	212,500.00	85.00%	37,500.00	
12	Omega Type Fencing (Owner Furnished)	50,000.00	0.00	25,000.00	0.00	25,000.00	50.00%	25,000.00	
13	Restoration Fence	75,000.00	0.00	75,000.00	0.00	75,000.00	100.00%	0.00	
14	Asphalt Paving (Simultaneous, All Areas)	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	
15	Anti-Graffiti Coating	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
16	Striping, Signage, Wheelstops	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
	Entire Site Totals	1,445,000.00	1,005,000.00	137,500.00	0.00	1,142,500.00	79.07%	302,500.00	57,125.00
Bill Group:	03 East & West Summits								
17	Ceremonial & Stone Walls	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	
18	Stone Steps	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00%	0.00	
19	Boulder Placement	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	

CONTINUATION SHEET

Page 3 of 7

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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Application No. : 10

Application Date : 06/07/17

To:

Architect's Project No.: PO #2017-124

Invoice #: 1608-10

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
20	Bioretention & Drainage Improvements	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
21	Native Rock Mulch	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	
22	Stabilized ADA Pathways	100,000.00	15,000.00	15,000.00	0.00	30,000.00	30.00%	70,000.00	
23	Ceremonial Surfacing	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
24	Guardrail at Grade	80,000.00	10,000.00	10,000.00	0.00	20,000.00	25.00%	60,000.00	
25	Benches	54,000.00	0.00	0.00	0.00	0.00	0.00%	54,000.00	
26	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	East & West Summits Totals	959,000.00	725,000.00	25,000.00	0.00	750,000.00	78.21%	209,000.00	37,500.00
Bill Group: 04 Summit Shelter									
27	Foundations & CIP Walls	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%	0.00	
28	Slab on Grade, Steps, Ramp	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
29	Structural Steel Framing	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
30	Stone Veneer	180,000.00	20,000.00	0.00	0.00	20,000.00	11.11%	160,000.00	
31	Timber Frame, Decking, Cladding, Sheeting	50,000.00	15,000.00	20,000.00	0.00	35,000.00	70.00%	15,000.00	
32	Standing Seam Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
33	Guard Rail & Handrail	100,000.00	15,000.00	0.00	0.00	15,000.00	15.00%	85,000.00	
34	Perforated Metal Panels	50,000.00	15,000.00	0.00	0.00	15,000.00	30.00%	35,000.00	
35	Compass Rose	25,000.00	0.00	25,000.00	0.00	25,000.00	100.00%	0.00	
36	CIP Benches	30,000.00	0.00	30,000.00	0.00	30,000.00	100.00%	0.00	
37	Paint & Stains	20,000.00	10,000.00	0.00	0.00	10,000.00	50.00%	10,000.00	
38	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Summit Shelter Totals	902,000.00	475,000.00	75,000.00	0.00	550,000.00	60.98%	352,000.00	27,500.00
Bill Group: 05 Turnaround Area Site Work									
39	CIP Seatwall	25,000.00	0.00	25,000.00	0.00	25,000.00	100.00%	0.00	
40	Boulder Placement	10,000.00	0.00	5,000.00	0.00	5,000.00	50.00%	5,000.00	
41	Guardrail at Turnaround at Seatwall	50,000.00	10,000.00	0.00	0.00	10,000.00	20.00%	40,000.00	
42	Curbs & Gutters	20,000.00	15,000.00	3,000.00	0.00	18,000.00	90.00%	2,000.00	

CONTINUATION SHEET

Page 4 of 7

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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Application No. : 10

Application Date : 06/07/17

To:

Architect's Project No.: PO #2017-124

Invoice #: 1608-10

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
43	Concrete Paving w/ Truncated Domes	80,000.00	0.00	32,000.00	0.00	32,000.00	40.00%	48,000.00	
44	Stone Paving	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
45	Bollards	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
46	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
47	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Turnaround Area Site Work Totals	260,000.00	25,000.00	65,000.00	0.00	90,000.00	34.62%	170,000.00	4,500.00
Bill Group: 06 Parking Lot									
48	Install Vault Toilet	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
49	Bioretention & Drainage Improvements	100,000.00	90,000.00	10,000.00	0.00	100,000.00	100.00%	0.00	
50	Boulder Replacement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
51	Curbs & Gutters	50,000.00	0.00	40,000.00	0.00	40,000.00	80.00%	10,000.00	
52	Permeable Paving	250,000.00	0.00	200,000.00	0.00	200,000.00	80.00%	50,000.00	
53	Concrete SOG with CMU Privacy Wall	50,000.00	0.00	40,000.00	0.00	40,000.00	80.00%	10,000.00	
54	Concrete Paving w/ Truncated Domes	70,000.00	0.00	59,500.00	0.00	59,500.00	85.00%	10,500.00	
55	Pipe Gate	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
56	Native Rock Mulch	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
57	Metal Beam Guardrail	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
58	Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
59	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
60	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Parking Lot Totals	611,000.00	100,000.00	349,500.00	0.00	449,500.00	73.57%	161,500.00	22,475.00
Bill Group: 07 Road Construction									
61	Bioretention & Drainage Improvements	130,000.00	104,000.00	0.00	0.00	104,000.00	80.00%	26,000.00	
62	Pulverize Road in Place	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
63	Deep Pavement Repairs	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	
64	Final Roadway Compaction	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
65	Paved Ditch	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	

CONTINUATION SHEET

Page 5 of 7

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 10

Application Date : 06/07/17

To:

Architect's Project No.: PO #2017-124

Invoice #: 1608-10

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
66	Set Precast Barriers (Owner Furnished)	10,000.00	0.00	10,000.00	0.00	10,000.00	100.00%	0.00	
67	AC Berm	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
68	Metal Beam Guardrail	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
69	Split Rail Fence	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
70	Pipe Gate & Bollard	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
71	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Road Construction Totals	306,000.00	110,000.00	10,000.00	0.00	120,000.00	39.22%	186,000.00	6,000.00
Bill Group: 08 AP #1 - Upper Summit Stair									
72	AP #1 Excavation & Prep	89,000.00	89,000.00	0.00	0.00	89,000.00	100.00%	0.00	
73	AP #1 Concrete & Rebar	330,000.00	297,000.00	0.00	0.00	297,000.00	90.00%	33,000.00	
74	AP #1 Boulder Placement	30,000.00	0.00	15,000.00	0.00	15,000.00	50.00%	15,000.00	
75	AP #1 Handrail & Guardrail	60,000.00	15,000.00	0.00	0.00	15,000.00	25.00%	45,000.00	
76	AP #1 Timber Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
77	AP #1 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #1 - Upper Summit Stair Totals	520,000.00	401,000.00	15,000.00	0.00	416,000.00	80.00%	104,000.00	20,800.00
Bill Group: 09 AP #2 - Lower Summit Stair									
78	AP #2 Excavation & Prep	91,000.00	91,000.00	0.00	0.00	91,000.00	100.00%	0.00	
79	AP #2 Concrete & Rebar	350,000.00	315,000.00	17,500.00	0.00	332,500.00	95.00%	17,500.00	
80	AP #2 Boulder Placement	15,000.00	0.00	7,500.00	0.00	7,500.00	50.00%	7,500.00	
81	AP #2 Handrail & Guardrail	60,000.00	15,000.00	0.00	0.00	15,000.00	25.00%	45,000.00	
82	AP #2 Timber Benches	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	
83	AP #2 Stabilized Terrace Pathway	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
84	AP #2 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #2 - Lower Summit Stair Totals	540,000.00	421,000.00	25,000.00	0.00	446,000.00	82.59%	94,000.00	22,300.00
Bill Group: 10 AP #3 - Trailhead Structure									
85	AP #3 Foundations & CIP Walls	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	

CONTINUATION SHEET

Page 6 of 7

Application and Certification for Payment, containing

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Application No. : 10

Application Date : 06/07/17

To:

Architect's Project No.: PO #2017-124

Invoice #: 1608-10

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
86	AP #3 Slab on Grade	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
87	AP #3 Structural Steel Framing	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
88	AP #3 Stone Veneer	58,000.00	20,000.00	0.00	0.00	20,000.00	34.48%	38,000.00	
89	AP #3 Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
90	AP #3 Timber Frame, Decking, Cladding, Sheeting	50,000.00	25,000.00	25,000.00	0.00	50,000.00	100.00%	0.00	
91	AP #3 Standing Seam, Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
92	AP #3 Metal Plating	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
93	AP #3 CIP Benches	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	
94	AP #3 Paint & Stains	20,000.00	10,000.00	0.00	0.00	10,000.00	50.00%	10,000.00	
95	AP #3 Benches, Tables, Bike Rack	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
96	AP #3 Signboards (Owner Furnished)	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
97	AP #3 Native Rock Mulch	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
98	AP #3 Stabilized ADA Pathways	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
99	AP #3 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #3 - Trailhead Structure Totals	425,000.00	257,000.00	25,000.00	0.00	282,000.00	66.35%	143,000.00	14,100.00
Bill Group:	11 AP #4 - Water Storage Area								
100	AP #4 Water Tank Procurement	90,000.00	0.00	0.00	0.00	0.00	0.00%	90,000.00	
101	AP #4 Waterline & Hydrant Construction	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
102	AP #4 Aggregate Base Paving	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
103	AP #4 Final Touch & Cleanup	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	
	AP #4 - Water Storage Area Totals	167,000.00	0.00	0.00	0.00	0.00	0.00%	167,000.00	0.00
Bill Group:	12 CO 01 - Schedule								
108	Change Order 01 - Schedule	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
	CO 01 - Schedule Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
Bill Group:	13 CO 02 - Schedule								

CONTINUATION SHEET

Page 7 of 7

Application and Certification for Payment, containing Contractor's signed certification is attached.

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

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Application No. : 10

Application Date : 06/07/17

To:

Architect's Project No.: PO #2017-124

Invoice #: 1608-10

Contract : 1608. Mt Umunhum Summit Project

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
104	Change Order 02 - Schedule	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
	CO 02 - Schedule Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
Bill Group:	14 CO 03 - Gate Management								
105	Change Order 03 - Gate Management	80,003.00	0.00	80,003.00	0.00	80,003.00	100.00%	0.00	
	CO 03 - Gate Management Totals	80,003.00	0.00	80,003.00	0.00	80,003.00	100.00%	0.00	4,000.15
Bill Group:	15 CO 04 - Overtime Allowance								
106	Change Order 04 - Overtime Allowance	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
	CO 04 - Overtime Allowance Totals	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00
Bill Group:	16 CO 05 - Misc. COR's								
107	Change Order 05 - Misc. COR's	424,419.00	0.00	201,628.95	0.00	201,628.95	47.51%	222,790.05	
	CO 05 - Misc. COR's Totals	424,419.00	0.00	201,628.95	0.00	201,628.95	47.51%	222,790.05	10,081.45
Grand Totals		7,939,422.00	4,551,550.00	1,058,681.95	0.00	5,610,231.95	70.66%	2,329,190.05	280,511.60

D-Line Constructors

499 Embarcadero, Office 8, Oakland, CA 94606

T 510 251 6400 | F 510 251 6401 | C 510 358 0630

CONDITIONAL WAIVER AND RELEASE UPON 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: D-Line Constructors, Inc.

Name of Customer: Midpeninsula Regional Open Space District

Job Location: Sierra Azul Open Space, Santa Clara County, Ca

Owner: Midpeninsula Regional Open Space District

Through Date: June 7, 2017

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: Midpeninsula Regional Open Space District

Amount of Check: \$ 1,005,747.85

Check Payable to D-Line Constructors, Inc.

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:

Check payable to

Amount(s) of unpaid progress payments

- (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: Kim Roberto

Claimant's Title: Accountant

Date of Signature 6/28/17



Midpeninsula Regional
Open Space District

CHANGE ORDER NUMBER 3

Project Mount Umunhum Summit Project *Contract No.* 2017-11
Contractor D-Line Constructors *Purchase Order No.* n/a
Date of Issue 6/5/17

This change order is a change to the dollar amount of the contract.

Description of Change	Dollar Amount	
The ADDITIONAL CHARGE for the work itemized below:	\$ 80,003	00
The original Contract Sum was	\$ 7,385,000	00
Net change by previous Change Orders	\$ 0	00
The Contract Sum prior to this Change Order was	\$ 7,385,000	00
The Contract Sum will be increased by	\$ 80,003	00
The new Contract Sum including this Change Order will be	\$ 7,465,003	00
The Contract Time will be unchanged	0	days
The Final Completion Date as of the date of this Change Order	August 11	2017

Change Order 3 Line Items as follows:

Line item #	Description of Change	Dollar Amount	PCO #
1	Labor and Equipment to Maintain Gate Access	\$74,538.51	9
2	Roadway Delay Costs	\$5,464.61	14
	TOTAL:	\$80,003.12	

6/7 Billing
74,538.51
5,464.61
\$80,003.12

Explanation and Conditions:

1. This change order represents a settlement negotiated in order to resolve disputed Proposed Change Orders ("PCOs"). District disputes D Line's entitlement to each of these respective PCOs, and the dollar amount claimed by D Line in each of the respective PCOs.
2. D Line submitted Proposed Change Order 9, sub-items A through I ("PCO 9A-I") and PCO 14 on March 22, 2017, related to site access and gate management on Mt Umunhum Road during the period August 22, 2016 through March 2017.



Midpeninsula Regional
Open Space District

3. D Line submitted a Proposed Change Order dated April 28, 2017 ("Change Order Request 28") and in a letter dated April 27, 2017, without claiming a specific change to the dollar amount of the Contract, related to its "40 lost working days due to inclement weather, as well as the additional days that D-Line worked during inclement weather has burdened D-Line with significant unforeseen costs, which include but are not limited to: loss in labor production, idle equipment costs, general and administrative expenses, SWPPP management, and acceleration costs due to overtime."
4. District and D Line agree that this Change Order resolves the disagreement regarding D Line's entitlement to a change order, and the dollar amount of each respective proposed change order, and is in lieu of any further efforts to quantify the disputed dollar amounts, for the following:
 - A. Proposed Change Orders for site access and gate management on Mt Umunhum Road (PCO 9A-I and PCO 14), and any other costs or delays related to operation of gates and other site access charges, from the contract start date up to the date of full execution of this Change Order.
 - B. Proposed Change Orders for costs incurred by D Line related to weather delays, loss in labor production, idle equipment costs, general and administrative expenses and overhead, SWPPP management, and acceleration costs associated with weather delays granted by District, from contract start date up to the date of full execution of this Change Order.
5. This change order does not constitute a waiver of provisions of the contract regarding changes to work. Additional work shall be approved in advance by the District in writing, in accordance with the procedure set out in the Article 7 of the General Conditions of the Contract and Division 1, General Specifications, Section 01300, 3.10 ("Change Procedures"):
6. By signing below, Contractor agrees that this Change Order constitutes full resolution, settlement, accord and satisfaction with respect to any and all pending or future Claims for cost and extensions of time that were asserted, or that could have been asserted, in connection with the PCOs covered by this Change Order.

Contractor

A handwritten signature in black ink, appearing to be "J. J. [unclear]", written over a horizontal line.

District Representative

Date: _____

Date: 6/5/2017



Midpeninsula Regional
Open Space District

CHANGE ORDER NUMBER 5

Project Mount Umunhum Summit Project **Contract No.** 2017-11
Contractor D-Line Constructors **Purchase Order No.** n/a
Date of Issue 6/7/17

Contractor is directed to, and hereby agrees to, proceed promptly with the specific changes to the Work attached hereto and incorporated herein, in conformity with the Contract Documents:

The ADDITIONAL CHARGE for the work itemized below is	\$ 424,419	
The original Contract Sum was	\$ 7,385,000	
Net change by previous Change Orders	\$ 130,003	
The Contract Sum prior to this Change Order was	\$ 7,515,003	
The Contract Sum will be increased by	\$ 424,419	
The new Contract Sum including this Change Order will be	\$ 7,939,422	
The Contract Time will be unchanged	0	days
The Substantial Completion Date as of the date of this Change Order	August 11	2017

Change Order 5 Line Items as follows:

Line item #	Description of Change	Amount	PCO #
1	Remove three (3) mounds of soil north of ceremonial circle	\$6,040.03	001
2	Pedestrian Pathway Paving Material	\$238,251.42	011
3	Added ADA Striping, Parking Lot	\$980.00	002.A
4	Added 6' Wheelstop, Parking Lot	\$275.00	002.B
5	Added Paving, Curb Ramp, Detectable Warning Surface	\$8,934.00	002.C
6	Added Piping per new detail 16/C-5.1	\$660.00	002.D
7	Added Rock Mulch at Vault Toilet	\$820.00	002.E
8	Added Painted Stripe on Stair Nosing	\$8,854.00	002.F
9	Shelter Changes per WARE Field Report and RFI 40	\$40,426.63	003.A
10	Shelter Changes per WARE Field Report and RFI 40	\$2,411.56	003.B
11	Removal and Hauling, Concrete Debris, January	\$5,156.66	005.A
12	Removal and Hauling, Concrete Debris, February	\$10,718.89	005.B

017 Billing
6,040.03
114,000.00
0
0
6,700.00
660.00
0
0
40,426.63
2,411.56
5,156.66
10,718.89



Midpeninsula Regional
Open Space District

13	Removal and Hauling, Concrete Debris, March	- \$6,042.83	005.C	6,042.83
14	Meyer Property Improvements	✓ - \$9,364.26	006	9,364.26
15	Upper Stair Key install in CLSM	✓ - \$5,337.65	007	5,337.65
16	Geotechnical Mitigation on hillside above Trailhead	✓ \$73,955.07	008	0
17	Removal of Petroleum soaked Concrete	✓ - \$3,119.49	012	3,119.49
18	Increases area for Restoration Area amendment	✓ - \$1,806.90	013	1,806.90
19	Unload and Stack Omega Fencing	✓ - \$594.56	015	594.56
20	Increase Telecommunications Trench Width	✓ - \$15,215.16	017	15,215.16
21	Delete Compass Rose from Summit Shelter	✓ - (\$25,000.00)	018	(25,000.00)
22	Detectable Warning Paver, Product/Material Change	✓ - (\$12,930.00)	019	(12,930)
23	Added Structural Steel at Metal Screen	✓ - \$4,293.29	020	4,293.29
24	Paving Material Mock-ups	✓ - \$14,218.64	021	14,218.64
25	Vault Toilet Install, Grading, Backfill	✓ - \$16,861.71	023	16,861.71
26	Underdrains at Bioretention	✓ - \$5,910.59	024	5,910.59
27	Replace flared end section and CMP pipe, RFI 56	✓ - \$11,420.04	025	0
28	Grading changes at Slope below Turnaround	✓ - \$1,122.01	028	1,122.01
29	Remove Placement of Concrete Barriers from Project	✓ - (\$10,000.00)	030	(10,000.00)
30	Furnish Roadway Drainage Structure	✓ - \$13,184.50	031	13,184.50
31	Credit for Deleted Guardrail East of Tower	✓ - (\$13,500.00)	032	(13,500.00)
32	Landing Zone Grading Changes	✓ - \$6,093.53	033	6,093.53
33	Adjust Catch Basin	✓ - \$4,945.67	035	4,945.67
34	Additional Hardie trim board fascia at Shelters	✓ - \$6,012.71	036	6,012.71
35	Relocation of Omega Fence material	✓ - \$1,310.58	037	1,310.58
36	Standby time due to suspicious material	✓ - \$2,556.16	038	2,556.16
37	Restoration Fencing, remove from scope	✓ - (\$53,000.00)		(53,000.00)
38	Remedial work per RFI #078	✓ \$11,954.94	040	11,954.94
		\$424,419		
	TOTAL:			\$201,628.75

017 Billing

Date: _____

Contractor

District Representative

Date: 6/7/2017

Page 2 = 15,515.15

Page 2 of 2

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1608-11

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

Project: 1608. Mt Umunhum Summit Project

Application No.: 11

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Period To: 7/1/2017

From Contractor: D-Line Constructors Inc.
499 Embarcadero Post 3 Box 6
Oakland, CA 94606

Via Architect:

Project Nos: PO #2017-124

Contract For: PO #2017-124

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$7,385,000.00
2. Net Change By Change Order	\$1,231,143.00
3. Contract Sum To Date	\$8,616,143.00
4. Total Completed and Stored To Date	\$6,532,983.95
5. Retainage:	
a. 5.00% of Completed Work	\$326,649.20
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$326,649.20
6. Total Earned Less Retainage	\$6,206,334.75
7. Less Previous Certificates For Payments	\$5,329,720.35
8. Current Payment Due	\$876,614.40
9. Balance To Finish, Plus Retainage	\$2,409,808.25

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: D-Line Constructors Inc.

By: Kim Roberto Date: 7/5/17

State of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ 876,614.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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	Additions	Deductions
Total changes approved in previous months by Owner	\$554,422.00	\$0.00
Total Approved this Month	\$676,721.00	\$0.00
TOTALS	\$1,231,143.00	\$0.00
Net Changes By Change Order	\$1,231,143.00	

CONTINUATION SHEET

Page 2 of 7

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11
Application Date : 06/08/17
To: 07/01/17
Architect's Project No.: PO #2017-124

Invoice #: 1608-11

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	01 Admin & General Requirements								
1	Payment & Performance Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	
2	Detailing, Modeling & Engineering	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00%	0.00	
3	Mobilization	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	0.00	
4	General Conditions (7 Months)	770,000.00	677,800.00	48,200.00	0.00	723,800.00	94.00%	46,200.00	
5	Demobilization	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
	Admin & General Requirements Totals	1,250,000.00	1,082,600.00	48,200.00	0.00	1,128,800.00	90.30%	121,200.00	56,440.00
Bill Group:	02 Entire Site								
6	Temp Veg Protection Fence	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
7	SWPPP BMP's	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	
8	Survey & Staking	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	
9	Mass Grading & Off-haul to Thayer	450,000.00	450,000.00	0.00	0.00	450,000.00	100.00%	0.00	
10	Select, Procure & Import Stone Materials	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	
11	Electrical Ductbank	250,000.00	212,500.00	0.00	0.00	212,500.00	85.00%	37,500.00	
12	Omega Type Fencing (Owner Furnished)	50,000.00	25,000.00	12,500.00	0.00	37,500.00	75.00%	12,500.00	
13	Restoration Fence	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	
14	Asphalt Paving (Simultaneous, All Areas)	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	
15	Anti-Graffiti Coating	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
16	Striping, Signage, Wheelstops	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
	Entire Site Totals	1,445,000.00	1,142,500.00	12,500.00	0.00	1,155,000.00	79.93%	290,000.00	57,750.00
Bill Group:	03 East & West Summits								
17	Ceremonial & Stone Walls	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	
18	Stone Steps	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00%	0.00	
19	Boulder Placement	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	

CONTINUATION SHEET

Page 3 of 7

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Application Date : 06/08/17

To: 07/01/17

Architect's Project No.: PO #2017-124

Invoice #: 1608-11

Contract : 1608. Mt Umunhum Summit Project

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			From Previous Application (D+E)	This Period In Place					
20	Bioretention & Drainage Improvements	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
21	Native Rock Mulch	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	
22	Stabilized ADA Pathways	100,000.00	30,000.00	0.00	0.00	30,000.00	30.00%	70,000.00	
23	Ceremonial Surfacing	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
24	Guardrail at Grade	80,000.00	20,000.00	0.00	0.00	20,000.00	25.00%	60,000.00	
25	Benches	54,000.00	0.00	13,500.00	0.00	13,500.00	25.00%	40,500.00	
26	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	East & West Summits Totals	859,000.00	750,000.00	13,500.00	0.00	763,500.00	79.61%	195,500.00	38,175.00
Bill Group:	04 Summit Shelter								
27	Foundations & CIP Walls	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%	0.00	
28	Slab on Grade, Steps, Ramp	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
29	Structural Steel Framing	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
30	Stone Veneer	180,000.00	20,000.00	151,000.00	0.00	171,000.00	95.00%	9,000.00	
31	Timber Frame, Decking, Cladding, Sheeting	50,000.00	35,000.00	15,000.00	0.00	50,000.00	100.00%	0.00	
32	Standing Seam Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
33	Guard Rail & Handrail	100,000.00	15,000.00	0.00	0.00	15,000.00	15.00%	85,000.00	
34	Perforated Metal Panels	50,000.00	15,000.00	20,000.00	0.00	35,000.00	70.00%	15,000.00	
35	Compass Rose	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	
36	CIP Benches	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	
37	Paint & Stains	20,000.00	10,000.00	0.00	0.00	10,000.00	50.00%	10,000.00	
38	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Summit Shelter Totals	902,000.00	550,000.00	186,000.00	0.00	736,000.00	81.60%	166,000.00	36,800.00
Bill Group:	05 Turnaround Area Site Work								
39	CIP Seatwall	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	
40	Boulder Placement	10,000.00	5,000.00	5,000.00	0.00	10,000.00	100.00%	0.00	
41	Guardrail at Turnaround at Seatwall	50,000.00	10,000.00	0.00	0.00	10,000.00	20.00%	40,000.00	
42	Curbs & Gutters	20,000.00	18,000.00	2,000.00	0.00	20,000.00	100.00%	0.00	

CONTINUATION SHEET

Page 4 of 7

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Application No. : 11
Application Date : 06/08/17
To: 07/01/17
Architect's Project No.: PO #2017-124

Invoice #: 1608-11 Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
43	Concrete Paving w/ Truncated Domes	80,000.00	32,000.00	32,000.00	0.00	64,000.00	80.00%	16,000.00	
44	Stone Paving	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
45	Bollards	20,000.00	0.00	20,000.00	0.00	20,000.00	100.00%	0.00	
46	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
47	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Turnaround Area Site Work Totals	260,000.00	90,000.00	59,000.00	0.00	149,000.00	57.31%	111,000.00	7,450.00
Bill Group: 06 Parking Lot									
48	Install Vault Toilet	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
49	Bioretention & Drainage Improvements	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
50	Boulder Replacement	10,000.00	0.00	10,000.00	0.00	10,000.00	100.00%	0.00	
51	Curbs & Gutters	50,000.00	40,000.00	10,000.00	0.00	50,000.00	100.00%	0.00	
52	Permeable Paving	250,000.00	200,000.00	50,000.00	0.00	250,000.00	100.00%	0.00	
53	Concrete SOG with CMU Privacy Wall	50,000.00	40,000.00	0.00	0.00	40,000.00	80.00%	10,000.00	
54	Concrete Paving w/ Truncated Domes	70,000.00	59,500.00	0.00	0.00	59,500.00	85.00%	10,500.00	
55	Pipe Gate	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
56	Native Rock Mulch	10,000.00	0.00	10,000.00	0.00	10,000.00	100.00%	0.00	
57	Metal Beam Guardrail	30,000.00	0.00	30,000.00	0.00	30,000.00	100.00%	0.00	
58	Benches	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	
59	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
60	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Parking Lot Totals	611,000.00	449,500.00	110,000.00	0.00	559,500.00	91.57%	51,500.00	27,975.00
Bill Group: 07 Road Construction									
61	Bioretention & Drainage Improvements	130,000.00	104,000.00	26,000.00	0.00	130,000.00	100.00%	0.00	
62	Pulverize Road In Place	25,000.00	0.00	25,000.00	0.00	25,000.00	100.00%	0.00	
63	Deep Pavement Repairs	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	
64	Final Roadway Compaction	20,000.00	0.00	20,000.00	0.00	20,000.00	100.00%	0.00	
65	Paved Ditch	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	

CONTINUATION SHEET

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Application Date : 06/08/17

To: 07/01/17

Architect's Project No.: PO #2017-124

Invoice #: 1608-11

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
66	Set Precast Barriers (Owner Furnished)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
67	AC Berm	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
68	Metal Beam Guardrail	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
69	Split Rail Fence	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
70	Pipe Gate & Bollard	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
71	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Road Construction Totals	306,000.00	120,000.00	71,000.00	0.00	191,000.00	62.42%	115,000.00	9,550.00
Bill Group:	08 AP #1 - Upper Summit Stair								
72	AP #1 Excavation & Prep	89,000.00	89,000.00	0.00	0.00	89,000.00	100.00%	0.00	
73	AP #1 Concrete & Rebar	330,000.00	297,000.00	33,000.00	0.00	330,000.00	100.00%	0.00	
74	AP #1 Boulder Placement	30,000.00	15,000.00	15,000.00	0.00	30,000.00	100.00%	0.00	
75	AP #1 Handrail & Guardrail	60,000.00	15,000.00	0.00	0.00	15,000.00	25.00%	45,000.00	
76	AP #1 Timber Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
77	AP #1 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #1 - Upper Summit Stair Totals	520,000.00	416,000.00	48,000.00	0.00	464,000.00	89.23%	56,000.00	23,200.00
Bill Group:	09 AP #2 - Lower Summit Stair								
78	AP #2 Excavation & Prep	91,000.00	91,000.00	0.00	0.00	91,000.00	100.00%	0.00	
79	AP #2 Concrete & Rebar	350,000.00	332,500.00	17,500.00	0.00	350,000.00	100.00%	0.00	
80	AP #2 Boulder Placement	15,000.00	7,500.00	7,500.00	0.00	15,000.00	100.00%	0.00	
81	AP #2 Handrail & Guardrail	60,000.00	15,000.00	0.00	0.00	15,000.00	25.00%	45,000.00	
82	AP #2 Timber Benches	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	
83	AP #2 Stabilized Terrace Pathway	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
84	AP #2 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #2 - Lower Summit Stair Totals	540,000.00	448,000.00	25,000.00	0.00	471,000.00	87.22%	69,000.00	23,550.00
Bill Group:	10 AP #3 - Trailhead Structure								
85	AP #3 Foundations & CIP Walls	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	

CONTINUATION SHEET

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			From Previous Application (D+E)	This Period In Place					
86	AP #3 Slab on Grade	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
87	AP #3 Structural Steel Framing	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
88	AP #3 Stone Veneer	58,000.00	20,000.00	38,000.00	0.00	58,000.00	100.00%	0.00	
89	AP #3 Boulder Placement	10,000.00	0.00	10,000.00	0.00	10,000.00	100.00%	0.00	
90	AP #3 Timber Frame, Decking, Cladding, Sheeting	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
91	AP #3 Standing Seam, Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
92	AP #3 Metal Plating	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
93	AP #3 CIP Benches	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	
94	AP #3 Paint & Stains	20,000.00	10,000.00	0.00	0.00	10,000.00	50.00%	10,000.00	
95	AP #3 Benches, Tables, Bike Rack	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
96	AP #3 Signboards (Owner Furnished)	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
97	AP #3 Native Rock Mulch	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
98	AP #3 Stabilized ADA Pathways	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
99	AP #3 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #3 - Trailhead Structure Totals	425,000.00	282,000.00	48,000.00	0.00	330,000.00	77.65%	95,000.00	16,500.00
Bill Group:	11 AP #4 - Water Storage Area								
100	AP #4 Water Tank Procurement	90,000.00	0.00	0.00	0.00	0.00	0.00%	90,000.00	
101	AP #4 Waterline & Hydrant Construction	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
102	AP #4 Aggregate Base Paving	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
103	AP #4 Final Touch & Cleanup	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	
	AP #4 - Water Storage Area Totals	167,000.00	0.00	0.00	0.00	0.00	0.00%	167,000.00	0.00
Bill Group:	12 CO 01 - Schedule								
108	Change Order 01 - Schedule	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
	CO 01 - Schedule Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
Bill Group:	13 CO 02 - Schedule								

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			From Previous Application (D+E)	This Period In Place					
104	Change Order 02	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
	CO 02 - Schedule Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
Bill Group:	14 CO 03 - Gate Management								
105	Change Order 03	80,003.00	80,003.00	0.00	0.00	80,003.00	100.00%	0.00	
	CO 03 - Gate Management Totals	80,003.00	80,003.00	0.00	0.00	80,003.00	100.00%	0.00	4,000.15
Bill Group:	15 CO 04 - Overtime Allowance								
106	Change Order 04	50,000.00	0.00	15,201.00	0.00	15,201.00	30.40%	34,799.00	
	CO 04 - Overtime Allowance Totals	50,000.00	0.00	15,201.00	0.00	15,201.00	30.40%	34,799.00	760.05
Bill Group:	16 CO 05 - Misc. COR's								
107	Change Order 05	424,419.00	201,628.95	75,967.00	0.00	277,595.95	65.41%	146,823.05	
	CO 05 - Misc. COR's Totals	424,419.00	201,628.95	75,967.00	0.00	277,595.95	65.41%	146,823.05	13,879.80
Bill Group:	17 CO 06 - Summit Trail Steps								
109	Change Order 06	599,969.00	0.00	149,992.00	0.00	149,992.00	25.00%	449,977.00	
	CO 06 - Summit Trail Steps Totals	599,969.00	0.00	149,992.00	0.00	149,992.00	25.00%	449,977.00	7,499.60
Bill Group:	18 CO 07 - Multiple PCO's								
110	Change Order 07 - Multiple PCO's	76,752.00	0.00	62,392.00	0.00	62,392.00	81.29%	14,360.00	
	CO 07 - Multiple PCO's Totals	76,752.00	0.00	62,392.00	0.00	62,392.00	81.29%	14,360.00	3,119.60
Grand Totals		8,616,143.00	5,610,231.95	922,752.00	0.00	6,532,983.95	75.82%	2,083,159.05	326,649.20

D-Line Constructors

499 Embarcadero, Suite Q, Oakland, CA 94606

T 510 251 6400 | F 510 251 6401 | C 510 358 0630

CONDITIONAL WAIVER AND RELEASE UPON 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: D-Line Constructors, Inc.
Name of Customer: Midpeninsula Regional Open Space District
Job Location: Sierra Azul Open Space, Santa Clara County, Ca
Owner: Midpeninsula Regional Open Space District
Through Date: July 1, 2017

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: Midpeninsula Regional Open Space District
Amount of Check: \$ 876,614.40
Check Payable to D-Line Constructors, Inc.

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:

Check payable to

Amount(s) of unpaid progress payments

- (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:

Kim Roberts

Claimant's Title:

Accountant

Date of Signature

7/5/17

Date: 7/6/17
Batch#: 2018-34
Vendor: _____
PO: 2017-124
G/L Account: 30-35-325-8205.01
Project: 23-04
Approved by: [Signature]

Invoice 922,752.00
5% Retention (46,137.60)
876,614.40

- (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:

Check payable to
Amount(s) of unpaid progress payments

- (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:

Kim Roberto

Claimant's Title:

Accountant

Date of Signature

3/23/17

Date: 3/23/17
Batch#: 1079
Vendor: _____
PO: 2017-124
G/L Account: 30-35-325-8205.01
Project: MAA 23-04
Approved by: [Signature]

D-Line Constructors

499 Embarcadero, Suite Q, Oakland, CA 94606

T 510 251 6400 | F 510 251 6401 | C 510 358 0630

CONDITIONAL WAIVER AND RELEASE UPON 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: D-Line Constructors, Inc.

Name of Customer: Midpeninsula Regional Open Space District

Job Location: Sierra Azul Open Space, Santa Clara County, Ca

Owner: Midpeninsula Regional Open Space District

Through Date: February 28, 2017

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: Midpeninsula Regional Open Space District

Amount of Check: \$ 866,067.50

Check Payable to D-Line Constructors, Inc.

EXCEPTIONS

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.

CONTINUATION SHEET

Page 6 of 6

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7
Application Date : 02/28/17
To: 02/28/17
Architect's Project No.: PO #2017-124

Invoice #: 1608-7 Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
86	AP #3 Slab on Grade	50,000.00	20,000.00	0.00	0.00	20,000.00	40.00%	30,000.00	
87	AP #3 Structural Steel Framing	50,000.00	5,000.00	5,000.00	0.00	10,000.00	20.00%	40,000.00	
88	AP #3 Stone Veneer	58,000.00	0.00	0.00	0.00	0.00	0.00%	58,000.00	
89	AP #3 Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
90	AP #3 Timber Frame, Decking, Cladding, Sheeting	50,000.00	5,000.00	10,000.00	0.00	15,000.00	30.00%	35,000.00	
91	AP #3 Standing Seam, Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
92	AP #3 Metal Plating	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
93	AP #3 CIP Benches	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	
94	AP #3 Paint & Stains	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
95	AP #3 Benches, Tables, Bike Rack	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
96	AP #3 Signboards (Owner Furnished)	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
97	AP #3 Native Rock Mulch	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
98	AP #3 Stabilized ADA Pathways	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
99	AP #3 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #3 - Trailhead Structure Totals	425,000.00	120,000.00	15,000.00	0.00	135,000.00	31.76%	290,000.00	6,750.00
Bill Group:	11 AP #4 - Water Storage Area								
100	AP #4 Water Tank Procurement	90,000.00	0.00	0.00	0.00	0.00	0.00%	90,000.00	
101	AP #4 Waterline & Hydrant Construction	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
103	AP #4 Final Touch & Cleanup	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	
	AP #4 - Water Storage Area Totals	152,000.00	0.00	0.00	0.00	0.00	0.00%	152,000.00	0.00
Grand Totals		7,370,000.00	2,350,100.00	911,650.00	0.00	3,261,750.00	44.26%	4,108,250.00	163,087.50

CONTINUATION SHEET

Page 5 of 6

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 7

Application Date : 02/28/17

To: 02/28/17

Architect's Project No.: PO #2017-124

Invoice #: 1608-7

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
66	Set Precast Barriers (Owner Furnished)	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
67	AC Berm	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
68	Metal Beam Guardrail	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
69	Split Rail Fence	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
70	Pipe Gate & Bollard	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
71	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Road Construction Totals	306,000.00	0.00	0.00	0.00	0.00	0.00%	306,000.00	0.00
Bill Group: 08 AP #1 - Upper Summit Stair									
72	AP #1 Excavation & Prep	89,000.00	89,000.00	0.00	0.00	89,000.00	100.00%	0.00	
73	AP #1 Concrete & Rebar	330,000.00	50,000.00	82,000.00	0.00	132,000.00	40.00%	198,000.00	
74	AP #1 Boulder Placement	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
75	AP #1 Handrail & Guardrail	60,000.00	15,000.00	0.00	0.00	15,000.00	25.00%	45,000.00	
76	AP #1 Timber Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
77	AP #1 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #1 - Upper Summit Stair Totals	520,000.00	154,000.00	82,000.00	0.00	236,000.00	45.38%	284,000.00	11,800.00
Bill Group: 09 AP #2 - Lower Summit Stair									
78	AP #2 Excavation & Prep	91,000.00	91,000.00	0.00	0.00	91,000.00	100.00%	0.00	
79	AP #2 Concrete & Rebar	350,000.00	0.00	70,000.00	0.00	70,000.00	20.00%	280,000.00	
80	AP #2 Boulder Placement	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
81	AP #2 Handrail & Guardrail	60,000.00	15,000.00	0.00	0.00	15,000.00	25.00%	45,000.00	
82	AP #2 Timber Benches	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	
83	AP #2 Stabilized Terrace Pathway	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
84	AP #2 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #2 - Lower Summit Stair Totals	540,000.00	106,000.00	70,000.00	0.00	176,000.00	32.59%	364,000.00	8,800.00
Bill Group: 10 AP #3 - Trailhead Structure									
85	AP #3 Foundations & CIP Walls	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	

CONTINUATION SHEET

Page 4 of 6

Application and Certification for Payment, containing

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Application No. : 7

Application Date : 02/28/17

To: 02/28/17

Architect's Project No.: PO #2017-124

Invoice #: 1608-7

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
43	Concrete Paving w/ Truncated Domes	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	
44	Stone Paving	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
45	Bollards	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
46	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
47	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Turnaround Area Site Work Totals	260,000.00	0.00	0.00	0.00	0.00	0.00%	260,000.00	0.00
Bill Group: 06 Parking Lot									
48	Install Vault Toilet	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
49	Bioretention & Drainage Improvements	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	
50	Boulder Replacement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
51	Curbs & Gutters	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
52	Permeable Paving	250,000.00	0.00	0.00	0.00	0.00	0.00%	250,000.00	
53	Concrete SOG with CMU Privacy Wall	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
54	Concrete Paving w/ Truncated Domes	70,000.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	
55	Pipe Gate	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
56	Native Rock Mulch	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
57	Metal Beam Guardrail	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
58	Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
59	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
60	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Parking Lot Totals	611,000.00	0.00	0.00	0.00	0.00	0.00%	611,000.00	0.00
Bill Group: 07 Road Construction									
61	Bioretention & Drainage Improvements	130,000.00	0.00	0.00	0.00	0.00	0.00%	130,000.00	
62	Pulverize Road in Place	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
63	Deep Pavement Repairs	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
64	Final Roadway Compaction	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
65	Paved Ditch	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	

CONTINUATION SHEET

Page 3 of 6

Application and Certification for Payment, containing

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

Application No. : 7

Application Date : 02/28/17

To: 02/28/17

Architect's Project No.: PO #2017-124

Invoice #: 1608-7

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
20	Bioretention & Drainage Improvements	100,000.00	20,000.00	30,000.00	0.00	50,000.00	50.00%	50,000.00	
21	Native Rock Mulch	60,000.00	0.00	60,000.00	0.00	60,000.00	100.00%	0.00	
22	Stabilized ADA Pathways	100,000.00	0.00	15,000.00	0.00	15,000.00	15.00%	85,000.00	
23	Ceremonial Surfacing	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
24	Guardrail at Grade	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	
25	Benches	54,000.00	0.00	0.00	0.00	0.00	0.00%	54,000.00	
26	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	East & West Summits Totals	959,000.00	272,000.00	360,000.00	0.00	632,000.00	65.90%	327,000.00	31,600.00
Bill Group: 04 Summit Shelter									
27	Foundations & CIP Walls	200,000.00	150,000.00	25,000.00	0.00	175,000.00	87.50%	25,000.00	
28	Slab on Grade, Steps, Ramp	100,000.00	25,000.00	25,000.00	0.00	50,000.00	50.00%	50,000.00	
29	Structural Steel Framing	100,000.00	15,000.00	10,000.00	0.00	25,000.00	25.00%	75,000.00	
30	Stone Veneer	180,000.00	0.00	0.00	0.00	0.00	0.00%	180,000.00	
31	Timber Frame, Decking, Cladding, Sheeting	50,000.00	5,000.00	10,000.00	0.00	15,000.00	30.00%	35,000.00	
32	Standing Seam Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
33	Guard Rail & Handrail	100,000.00	15,000.00	0.00	0.00	15,000.00	15.00%	85,000.00	
34	Perforated Metal Panels	50,000.00	0.00	15,000.00	0.00	15,000.00	30.00%	35,000.00	
35	Compass Rose	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
36	CIP Benches	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
37	Paint & Stains	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
38	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Summit Shelter Totals	902,000.00	210,000.00	85,000.00	0.00	295,000.00	32.71%	607,000.00	14,750.00
Bill Group: 05 Turnaround Area Site Work									
39	CIP Seatwall	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
40	Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
41	Guardrail at Turnaround at Seatwall	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
42	Curbs & Gutters	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	

CONTINUATION SHEET

Page 2 of 6

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 7

Application Date : 02/28/17

To: 02/28/17

Architect's Project No.: PO #2017-124

Invoice #: 1608-7

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	01 Admin & General Requirements								
1	Payment & Performance Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	
2	Detailing, Modeling & Engineering	80,000.00	68,000.00	0.00	0.00	68,000.00	85.00%	12,000.00	
3	Mobilization	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	0.00	
4	General Conditions (7 Months)	770,000.00	408,100.00	73,150.00	0.00	481,250.00	62.50%	288,750.00	
5	Demobilization	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
	Admin & General Requirements Totals	1,250,000.00	801,100.00	73,150.00	0.00	874,250.00	69.94%	375,750.00	43,712.50
Bill Group:	02 Entire Site								
6	Temp Veg Protection Fence	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
7	SWPPP BMP's	90,000.00	72,000.00	9,000.00	0.00	81,000.00	90.00%	9,000.00	
8	Survey & Staking	90,000.00	75,000.00	7,500.00	0.00	82,500.00	91.67%	7,500.00	
9	Mass Grading & Off-haul to Thayer	450,000.00	300,000.00	150,000.00	0.00	450,000.00	100.00%	0.00	
10	Select, Procure & Import Stone Materials	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	
11	Electrical Ductbank	250,000.00	40,000.00	60,000.00	0.00	100,000.00	40.00%	150,000.00	
12	Omega Type Fencing (Owner Furnished)	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
13	Restoration Fence	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
14	Asphalt Paving (Simultaneous, All Areas)	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	
15	Anti-Graffiti Coating	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
16	Striping, Signage, Wheelstops	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
	Entire Site Totals	1,445,000.00	687,000.00	226,500.00	0.00	913,500.00	63.22%	531,500.00	45,675.00
Bill Group:	03 East & West Summits								
17	Ceremonial & Stone Walls	150,000.00	117,000.00	0.00	0.00	117,000.00	78.00%	33,000.00	
18	Stone Steps	240,000.00	10,000.00	230,000.00	0.00	240,000.00	100.00%	0.00	
19	Boulder Placement	150,000.00	125,000.00	25,000.00	0.00	150,000.00	100.00%	0.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1608-7

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

Project: 1608. Mt Umunhum Summit Project

Application No.: 7

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Period To: 2/28/2017

From Contractor: D-Line Constructors Inc.
499 Embarcadero Post 3 Box 6
Oakland, CA 94606

Via Architect:

Project Nos: PO #2017-124

Contract For: PO #2017-124

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$7,370,000.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$7,370,000.00
4. Total Completed and Stored To Date	\$3,261,750.00
5. Retainage:	
a. 5.00% of Completed Work	\$163,087.50
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$163,087.50
6. Total Earned Less Retainage	\$3,098,662.50
7. Less Previous Certificates For Payments	\$2,232,595.00
8. Current Payment Due	\$866,067.50
9. Balance To Finish, Plus Retainage	\$4,271,337.50

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: D-Line Constructors Inc.

By: Kim Roberto Date: 3/23/17

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ 866,067.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

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: D-Line Constructors, Inc.

Name of Customer: Midpeninsula Regional Open Space District

Job Location: Sierra Azul Open Space, Santa Clara County, Ca

Owner: Midpeninsula Regional Open Space District

Through Date: March 31, 2017

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: Midpeninsula Regional Open Space District

Amount of Check: \$ 764,417.50

Check Payable to D-Line Constructors, Inc.

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:

2/28/17

Check payable to D-Line Constructors, Inc.

Amount(s) of unpaid progress payments \$866,067.50

- (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:

Kim Roberto

Claimant's Title:

Accountant

Date of Signature

4/3/17

Date: 4/19/17
Batch#: 1198
Vendor: _____
PO: 2017-124
G/L Account: 30-35-325-8205.01
Project: 23-04
Approved by: [Signature]

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1608-8

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

Project: 1608. Mt Umunhum Summit Project

Application No.: 8

Distribution to:

☐ Owner
☐ Architect
☐ Contractor
☐

Period To:

From Contractor: D-Line Constructors Inc. Via Architect:

499 Embarcadero Post 3 Box 6

Oakland, CA 94606

Project Nos: PO #2017-124

Contract For: PO #2017-124

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$7,385,000.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$7,385,000.00
4. Total Completed and Stored To Date	\$4,066,400.00
5. Retainage:	
a. 5.00% of Completed Work	\$203,320.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$203,320.00
6. Total Earned Less Retainage	\$3,863,080.00
7. Less Previous Certificates For Payments	\$3,098,662.50
8. Current Payment Due	\$764,417.50
9. Balance To Finish, Plus Retainage	\$3,521,920.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

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: D-Line Constructors Inc.

By: Kim Roberts Date: 4/3/17

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ 764,417.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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.

INVOICE \$ 804,650.00
5% RETAINAGE < 40,232.50 >
NET \$ 764,417.50

CONTINUATION SHEET

Page 2 of 6

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 8

Application Date : 03/31/17

To:

Architect's Project No.: PO #2017-124

Invoice # : 1608-8

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	01 Admin & General Requirements								
1	Payment & Performance Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	
2	Detailing, Modeling & Engineering	80,000.00	68,000.00	12,000.00	0.00	80,000.00	100.00%	0.00	
3	Mobilization	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	0.00	
4	General Conditions (7 Months)	770,000.00	481,250.00	73,150.00	0.00	554,400.00	72.00%	215,600.00	
5	Demobilization	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
	Admin & General Requirements Totals	1,250,000.00	874,250.00	85,150.00	0.00	959,400.00	76.75%	290,600.00	47,970.00
Bill Group:	02 Entire Site								
6	Temp Veg Protection Fence	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
7	SWPPP BMP's	90,000.00	81,000.00	9,000.00	0.00	90,000.00	100.00%	0.00	
8	Survey & Staking	90,000.00	82,500.00	7,500.00	0.00	90,000.00	100.00%	0.00	
9	Mass Grading & Off-haul to Thayer	450,000.00	450,000.00	0.00	0.00	450,000.00	100.00%	0.00	
10	Select, Procure & Import Stone Materials	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	
11	Electrical Ductbank	250,000.00	100,000.00	0.00	0.00	100,000.00	40.00%	150,000.00	
12	Omega Type Fencing (Owner Furnished)	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
13	Restoration Fence	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
14	Asphalt Paving (Simultaneous, All Areas)	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	
15	Anti-Graffiti Coating	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
16	Striping, Signage, Wheelstops	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
	Entire Site Totals	1,445,000.00	913,500.00	16,500.00	0.00	930,000.00	64.36%	515,000.00	46,500.00
Bill Group:	03 East & West Summits								
17	Ceremonial & Stone Walls	150,000.00	117,000.00	7,500.00	0.00	124,500.00	83.00%	25,500.00	
18	Stone Steps	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00%	0.00	
19	Boulder Placement	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	

CONTINUATION SHEET

Page 3 of 6

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 8
Application Date : 03/31/17
To:
Architect's Project No.: PO #2017-124

Invoice #: 1608-8 Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
20	Bioretention & Drainage Improvements	100,000.00	50,000.00	40,000.00	0.00	90,000.00	90.00%	10,000.00	
21	Native Rock Mulch	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	
22	Stabilized ADA Pathways	100,000.00	15,000.00	0.00	0.00	15,000.00	15.00%	85,000.00	
23	Ceremonial Surfacing	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
24	Guardrail at Grade	80,000.00	0.00	10,000.00	0.00	10,000.00	12.50%	70,000.00	
25	Benches	54,000.00	0.00	0.00	0.00	0.00	0.00%	54,000.00	
26	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	East & West Summits Totals	959,000.00	632,000.00	57,500.00	0.00	689,500.00	71.90%	269,500.00	34,475.00
Bill Group:	04 Summit Shelter								
27	Foundations & CIP Walls	200,000.00	175,000.00	25,000.00	0.00	200,000.00	100.00%	0.00	
28	Slab on Grade, Steps, Ramp	100,000.00	50,000.00	35,000.00	0.00	85,000.00	85.00%	15,000.00	
29	Structural Steel Framing	100,000.00	25,000.00	50,000.00	0.00	75,000.00	75.00%	25,000.00	
30	Stone Veneer	180,000.00	0.00	20,000.00	0.00	20,000.00	11.11%	160,000.00	
31	Timber Frame, Decking, Cladding, Sheeting	50,000.00	15,000.00	0.00	0.00	15,000.00	30.00%	35,000.00	
32	Standing Seam Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
33	Guard Rail & Handrail	100,000.00	15,000.00	0.00	0.00	15,000.00	15.00%	85,000.00	
34	Perforated Metal Panels	50,000.00	15,000.00	0.00	0.00	15,000.00	30.00%	35,000.00	
35	Compass Rose	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
36	CIP Benches	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
37	Paint & Stains	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
38	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Summit Shelter Totals	902,000.00	295,000.00	130,000.00	0.00	425,000.00	47.12%	477,000.00	21,250.00
Bill Group:	05 Turnaround Area Site Work								
39	CIP Seatwall	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
40	Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
41	Guardrail at Turnaround at Seatwall	50,000.00	0.00	10,000.00	0.00	10,000.00	20.00%	40,000.00	
42	Curbs & Gutters	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	

CONTINUATION SHEET

Page 4 of 6

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 8

Application Date : 03/31/17

To:

Architect's Project No.: PO #2017-124

Invoice # : 1608-8

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
43	Concrete Paving w/ Truncated Domes	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	
44	Stone Paving	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
45	Bollards	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
46	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
47	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Turnaround Area Site Work Totals	260,000.00	0.00	10,000.00	0.00	10,000.00	3.85%	250,000.00	500.00
Bill Group: 06 Parking Lot									
48	Install Vault Toilet	10,000.00	0.00	10,000.00	0.00	10,000.00	100.00%	0.00	
49	Bioretention & Drainage Improvements	100,000.00	0.00	90,000.00	0.00	90,000.00	90.00%	10,000.00	
50	Boulder Replacement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
51	Curbs & Gutters	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
52	Permeable Paving	250,000.00	0.00	0.00	0.00	0.00	0.00%	250,000.00	
53	Concrete SOG with CMU Privacy Wall	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
54	Concrete Paving w/ Truncated Domes	70,000.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	
55	Pipe Gate	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
56	Native Rock Mulch	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
57	Metal Beam Guardrail	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
58	Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
59	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
60	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Parking Lot Totals	611,000.00	0.00	100,000.00	0.00	100,000.00	16.37%	511,000.00	5,000.00
Bill Group: 07 Road Construction									
61	Bioretention & Drainage Improvements	130,000.00	0.00	0.00	0.00	0.00	0.00%	130,000.00	
62	Pulverize Road in Place	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
63	Deep Pavement Repairs	6,000.00	0.00	6,000.00	0.00	6,000.00	100.00%	0.00	
64	Final Roadway Compaction	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
65	Paved Ditch	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	

CONTINUATION SHEET

Page 5 of 6

Application and Certification for Payment, containing Contractor's signed certification is attached.
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Application No. : 8
Application Date : 03/31/17
To:
Architect's Project No.: PO #2017-124

Invoice #: 1608-8

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
66	Set Precast Barriers (Owner Furnished)	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
67	AC Berm	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
68	Metal Beam Guardrail	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
69	Split Rail Fence	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
70	Pipe Gate & Bollard	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
71	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Road Construction Totals	306,000.00	0.00	6,000.00	0.00	6,000.00	1.96%	300,000.00	300.00
Bill Group:	08 AP #1 - Upper Summit Stair								
72	AP #1 Excavation & Prep	89,000.00	89,000.00	0.00	0.00	89,000.00	100.00%	0.00	
73	AP #1 Concrete & Rebar	330,000.00	132,000.00	165,000.00	0.00	297,000.00	90.00%	33,000.00	
74	AP #1 Boulder Placement	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
75	AP #1 Handrail & Guardrail	60,000.00	15,000.00	0.00	0.00	15,000.00	25.00%	45,000.00	
76	AP #1 Timber Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
77	AP #1 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #1 - Upper Summit Stair Totals	520,000.00	236,000.00	165,000.00	0.00	401,000.00	77.12%	119,000.00	20,050.00
Bill Group:	09 AP #2 - Lower Summit Stair								
78	AP #2 Excavation & Prep	91,000.00	91,000.00	0.00	0.00	91,000.00	100.00%	0.00	
79	AP #2 Concrete & Rebar	350,000.00	70,000.00	157,500.00	0.00	227,500.00	65.00%	122,500.00	
80	AP #2 Boulder Placement	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
81	AP #2 Handrail & Guardrail	60,000.00	15,000.00	0.00	0.00	15,000.00	25.00%	45,000.00	
82	AP #2 Timber Benches	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	
83	AP #2 Stabilized Terrace Pathway	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
84	AP #2 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #2 - Lower Summit Stair Totals	540,000.00	176,000.00	157,500.00	0.00	333,500.00	61.76%	206,500.00	16,675.00
Bill Group:	10 AP #3 - Trailhead Structure								
85	AP #3 Foundations & CIP Walls	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	

CONTINUATION SHEET

Page 6 of 6

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

Application No. : 8

Application Date : 03/31/17

To:

Architect's Project No.: PO #2017-124

Invoice # : 1608-8

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
86	AP #3 Slab on Grade	50,000.00	20,000.00	25,000.00	0.00	45,000.00	90.00%	5,000.00	
87	AP #3 Structural Steel Framing	50,000.00	10,000.00	20,000.00	0.00	30,000.00	60.00%	20,000.00	
88	AP #3 Stone Veneer	58,000.00	0.00	20,000.00	0.00	20,000.00	34.48%	38,000.00	
89	AP #3 Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
90	AP #3 Timber Frame, Decking, Cladding, Sheeting	50,000.00	15,000.00	0.00	0.00	15,000.00	30.00%	35,000.00	
91	AP #3 Standing Seam, Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
92	AP #3 Metal Plating	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
93	AP #3 CIP Benches	12,000.00	0.00	12,000.00	0.00	12,000.00	100.00%	0.00	
94	AP #3 Paint & Stains	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
95	AP #3 Benches, Tables, Bike Rack	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
96	AP #3 Signboards (Owner Furnished)	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
97	AP #3 Native Rock Mulch	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
98	AP #3 Stabilized ADA Pathways	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
99	AP #3 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #3 - Trailhead Structure Totals	425,000.00	135,000.00	77,000.00	0.00	212,000.00	49.88%	213,000.00	10,600.00
Bill Group: 11 AP #4 - Water Storage Area									
100	AP #4 Water Tank Procurement	90,000.00	0.00	0.00	0.00	0.00	0.00%	90,000.00	
101	AP #4 Waterline & Hydrant Construction	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
102	AP #4 Aggregate Base Paving	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
103	AP #4 Final Touch & Cleanup	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	
	AP #4 - Water Storage Area Totals	167,000.00	0.00	0.00	0.00	0.00	0.00%	167,000.00	0.00
Grand Totals		7,385,000.00	3,261,750.00	804,650.00	0.00	4,066,400.00	55.06%	3,318,600.00	203,320.00

O.C. JONES & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

INVOICE

MIDPENINSULA REGIONAL OPEN SPACE DISTF
330 DISTEL CIRCLE
LOST ALTOS, CA 94022-1404
Attention: ZACHARY ALEXANDER

INVOICE NO.: 69864R
BILLING NO.: 2
DATE: 12/19/16
OCJ JOB NO.: 216515

JOB DESCRIPTION:
MOUNT UMUNHUM RD REHAB PROJECT

BILLED TO DATE THRU	11/30/16	\$1,428,576.00
PREVIOUS BILLED TO DATE		\$625,266.00
GROSS BILLING THIS INVOICE		\$803,310.00
RETENTION 5%		\$40,165.50
NET BILLING THIS INVOICE		\$763,144.50

Date: 12-20-16
Batch#: 689
Vendor:
PO:
G/L Account: 20-35-325-8205.01
Project: 23-6
Approved by: ZA

OK to pay
ZA

If you have any questions regarding this billing, please contact:

Project Manager: Juan Hernandez
Project Administrator: Sushila Sharma

OWNER

MAIN OFFICE ADDRESS
1520 FOURTH STREET
BERKELEY, CA 94710

TELEPHONE (510) 526-3424
FAX (510) 525-0457

O.C. JONES & SONS, INC.

1520 Fourth Street
Berkeley, CA 94710
Direct Line: (510) 809-3422
Direct Fax: (510) 809-3522
ssharma@ocjones.com

LETTER OF TRANSMITTAL

TO: MIDPENINSULA REGIONAL OPEN SPACE (650) 691-1200 SUBJECT: MOUNT UMUNHUM RD REHAB PROJECT
330 DISTEL CIRCLE OCJ Job No. 216515
LOST ALTOS, CA 94022-1404 zalexander@openspace.org

ATTN: ZACHARY ALEXANDER

DATE: December 19, 2016

No. of Copies	WE SEND YOU THE FOLLOWING DOCUMENTS FOR ACTION OR USE AS INDICATED	For Your Files or Information	Sign & Return Both Copies for Our Signature	Returned Signed as Requested	For Approval or Action	For Your Review and Comment	Returned as Requested	See Note Below
1	REVISED NOVEMBER BILLING PACKAGE	XX			XX			XX

NOTES: Please let me know if you need any additional information in order to process our payment. Original to follow via mail. Thank you.

Sincerely,
O.C. JONES & SONS, INC.

Sushila Sharma

Project Administrator

Date Printed:	12/7/2016
Description:	Mt Umunhum Rd
Retention:	5%
Invoice Date:	11/30/2016

Retention:		5%
Invoice Date:		11/30/2016

O.C. Jones & Sons, Inc.

Out to Pay
2A

Date: 12-7-16
Batch#: 673
Vendor:
PO: 2017-125
G/L Account: 30-35-325-8205.01
Project: 23-6
Approved by: [Signature]

O.C. Jones & Sons, Inc. 1520 Fourth Street Berkeley, CA 94710 JOB # 216515		Mount Umunhum Road Project				Date Printed: Description: Retention: Invoice Date:		12/7/2016 Mt Umunhum Rd 5% 11/30/2016		
		QUANTITY AND PAYSHEET								
ITEM	DESCRIPTION	ESTIMATED BID QUANTITY	BID UNIT PRICE	CONTRACT BID AMOUNT	PREVIOUS PAID QUANTITY	PREVIOUS PAID AMOUNT	CURRENT COMPLETED QUANTITY	CURRENT COMPLETED AMOUNT	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED AMOUNT
1.0	Mobilization	1.00	LS	492,000.00	0.50	\$	0.45	\$	0.95	\$
2.0	Traffic Control	1.00	LS	115,000.00	0.40	\$	0.10	\$	0.50	\$
3.0	Pothole Utilities	1.00	LS	25,000.00	0.50	\$	0.25	\$	0.75	\$
4.0	Erosion Control & SWPPP	1.00	LS	50,000.00	0.20	\$	0.30	\$	0.50	\$
5.0	Layout & Staking	1.00	LS	30,000.00	0.20	\$	0.30	\$	0.50	\$
6.0	Clearing & Grubbing	1.00	LS	90,000.00	0.30	\$	0.30	\$	0.60	\$
7.0	Tree Removal	15.00	EA	2,734.00	17.00	\$	17.00	\$	17.00	\$
8.0	Stump Removal	3.00	EA	1,600.00	4.00	\$	4.00	\$	7.00	\$
9.0	Tree Root Removal	2,750.00	SF	4.00	11,000.00	\$	3.00	\$	3.00	\$
10.0	Demolition	1.00	LS	100,000.00	0.50	\$	0.60	\$	0.60	\$
11.0	Rock & Boulder Cleaning	2,700.00	LF	15.00	40,500.00	\$	2,700.00	\$	2,700.00	\$
12.0	Grading & Excavation	4,000.00	CY	50.00	200,000.00	\$	1,260.00	\$	1,260.00	\$
13.0	Disposal of Graded & Excavated Material	4,000.00	CY	16.00	64,000.00	\$	1,260.00	\$	4,078.00	\$
14.0	Shallow Pavement Repairs	18,700.00	SF	4.25	79,475.00	\$	3.00	\$	3.00	\$
15.0	Deep Pavement Repairs	13,000.00	SF	5.90	76,700.00	\$	3.00	\$	3.00	\$
16.0	Install Gabion Wall	180.00	LF	500.00	90,000.00	\$	3.00	\$	3.00	\$
17.0	Install Type A Drop Inlet Structure	8.00	EA	6,500.00	325,000.00	\$	20.00	\$	20.00	\$
18.0	Install Type B Drop Inlet Structure	1.00	EA	7,300.00	7,300.00	\$	38.00	\$	38.00	\$
19.0	Install Type C Drop Inlet Structure	6.00	EA	4,000.00	24,000.00	\$	3.00	\$	3.00	\$
20.0	Install 18" CMP Pipe Extension at Inlets	80.00	LF	115.00	9,200.00	\$	3.00	\$	3.00	\$
21.0	Install 12" CMP Pipe	17.00	EA	6,000.00	102,000.00	\$	3.00	\$	3.00	\$
22.0	Install Inlet Structure High Headwall	1.00	EA	10,000.00	10,000.00	\$	3.00	\$	3.00	\$
23.0	Install Down Drain	200.00	LF	100.00	20,000.00	\$	3.00	\$	3.00	\$
24.0	Install PCC Curb	220.00	LF	90.00	19,800.00	\$	3.00	\$	3.00	\$
25.0	Install Rock Drainage Protection	320.00	SF	10.00	3,200.00	\$	3.00	\$	3.00	\$
26.0	Rock Lined Ditch	180.00	LF	20.00	3,600.00	\$	3.00	\$	3.00	\$
27.0	Install Roadway Subdrain Piping	280.00	LF	40.00	11,200.00	\$	3.00	\$	3.00	\$
28.0	Install Subdrain/Edge Drain Cleanouts	7.00	EA	325.00	2,275.00	\$	3.00	\$	3.00	\$
29.0	Install Edge Drain	250.00	LF	35.00	8,750.00	\$	3.00	\$	3.00	\$
30.0	Connect Edge Drain to Inlet	1.00	EA	900.00	900.00	\$	3.00	\$	3.00	\$
31.0	Rehabilitation & Resurfacing Pulverize & HMA Resurface	500,000.00	SF	2.38	1,190,000.00	\$	3.00	\$	3.00	\$
32.0	Miscellaneous Paving	28,200.00	SF	4.50	126,900.00	\$	3.00	\$	3.00	\$
33.0	Install Mountable HMA Berm - Type E	300.00	LF	4.00	1,200.00	\$	3.00	\$	3.00	\$
34.0	Install HMA Berm - Type F	18,400.00	LF	2.40	44,160.00	\$	3.00	\$	3.00	\$
35.0	Install Pre-Cast Concrete Barriers & End Sections	520.00	EA	830.00	431,600.00	\$	3.00	\$	3.00	\$
36.0	Shoulder Backing	920.00	LF	74.00	68,080.00	\$	3.00	\$	3.00	\$
37.0	Place Base Rock	14,500.00	SF	1.90	27,550.00	\$	3.00	\$	3.00	\$
38.0	Guardrails & End Terminals	5,800.00	SF	59.00	342,200.00	\$	3.00	\$	3.00	\$
39.0	Install Road Signage	52.00	EA	265.00	13,780.00	\$	3.00	\$	3.00	\$
40.0	Install Roadside Paddles	67.00	EA	65.00	4,355.00	\$	3.00	\$	3.00	\$
41.0	Install Road Signage	1.00	LS	87,850.00	87,850.00	\$	3.00	\$	3.00	\$
42.0	Install Conduit	600.00	LF	40.00	24,000.00	\$	3.00	\$	3.00	\$
43.0	Install Pipe Gate	8.00	EA	1,870.00	14,960.00	\$	3.00	\$	3.00	\$
44.0	Provide and Install Solar Powered Automatic gate System	3.00	EA	22,815.00	68,445.00	\$	3.00	\$	3.00	\$
45.0	Provide and Install Solar Powered Light System	1.00	EA	16,000.00	16,000.00	\$	3.00	\$	3.00	\$
46.0	Install Double Chip Seal	500,000.00	SF	0.43	215,000.00	\$	3.00	\$	3.00	\$
47.0	Install Inlet Structure Low Headwall	41.00	EA	5,600.00	229,600.00	\$	25.00	\$	25.00	\$
48.0										
49.0										
CONTRACT TOTALS				\$	5,012,758.00	\$	625,266.00	\$	803,310.00	\$
CONTRACT CHANGE ORDERS										
CCO's				\$	\$	\$	\$	\$	\$	\$

O.C. JONES & SONS, INC.

Project: MOUNT UMUNHUM RD REHAB PROJECT
 General: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
 OCJ Job 216515

Date 12/19/16
 Work Complete Thru 11/30/16
 Progress Estimate No. 2

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
CONTRACT WORK													
1.0	MOBILIZATION	LS	1.00		482,000.00	482,000.00	0.50	246,000.00	0.45	221,400.00	0.95	95%	467,400.00
2.0	TRAFFIC CONTROL	LS	1.00		115,000.00	115,000.00	0.40	48,000.00	0.10	11,500.00	0.50	50%	57,500.00
3.0	POTHOLE UTILITIES	LS	1.00		25,000.00	25,000.00	0.50	12,500.00	0.25	6,250.00	0.75	75%	18,750.00
4.0	EROSION CONTROL & SWPPP	LS	1.00		50,000.00	50,000.00	0.20	10,000.00	0.30	15,000.00	0.50	50%	25,000.00
5.0	LAYOUT & STAKING	LS	1.00		30,000.00	30,000.00	0.20	8,000.00	0.30	9,000.00	0.50	50%	15,000.00
6.0	CLEANING & GRUBBING	LS	1.00		90,000.00	90,000.00	0.30	27,000.00	0.00	0.00	0.30	30%	27,000.00
7.0	TREE REMOVAL	EA	15.00		2,734.00	41,010.00	17.00	46,478.00	0.00	0.00	17.00	113%	46,478.00
8.0	STUMP REMOVAL	EA	3.00		1,600.00	4,800.00	3.00	4,800.00	0.00	0.00	3.00	100%	4,800.00
9.0	TREE ROOT REMOVAL	SF	2,750.00		4.00	11,000.00		0.00	0.00	0.00			0.00
10.0	DEMOLITION	LS	1.00		100,000.00	100,000.00		0.00	0.60	60,000.00	0.60	60%	60,000.00
11.0	ROCK & BOULDER CLEARING	LF	2,700.00		15.00	40,500.00	2,700.00	40,500.00	0.00	0.00	2,700.00	100%	40,500.00
12.0	GRADING & EXCAVATION	CY	4,000.00		50.00	200,000.00	2,818.00	140,800.00	1,260.00	63,000.00	4,078.00	102%	203,800.00
13.0	DISPOSAL OF GRADED & EXCAVATED MATERIAL	CY	4,000.00		16.00	64,000.00	2,818.00	45,088.00	1,260.00	20,160.00	4,078.00	102%	65,248.00
14.0	SHALLOW PAVEMENT REPAIRS	SF	18,700.00		4.25	79,475.00		0.00	0.00	0.00			0.00
15.0	DEEP PAVEMENT REPAIRS	SF	13,000.00		5.90	76,700.00		0.00	0.00	0.00			0.00
16.0	INSTALL GABION WALL	LF	180.00		500.00	90,000.00		0.00	20.00	10,000.00	20.00	11%	10,000.00
17.0	INSTALL TYPE A DROP INLET STRUCTURE	EA	50.00		6,500.00	325,000.00		0.00	38.00	247,000.00	38.00	76%	247,000.00
18.0	INSTALL TYPE B DROP INLET STRUCTURE	EA	8.00		7,300.00	58,400.00		0.00	0.00	0.00			0.00
19.0	INSTALL TYPE C DROP INLET STRUCTURE	EA	1.00		4,000.00	4,000.00		0.00	0.00	0.00			0.00
20.0	INSTALL 18" CMP PIPE EXTENSION AT INLETS	EA	6.00		2,300.00	13,800.00		0.00	0.00	0.00			0.00
21.0	INSTALL 12" CMP PIPE	LF	80.00		115.00	9,200.00		0.00	0.00	0.00			0.00
22.0	INSTALL INLET STRUCTURE HIGH HEADWALL	EA	17.00		6,000.00	102,000.00		0.00	0.00	0.00			0.00
23.0	INSTALL DOWN DRAIN	LS	1.00		10,000.00	10,000.00		0.00	0.00	0.00			0.00
24.0	INSTALL PCC CURB	LF	200.00		100.00	20,000.00		0.00	0.00	0.00			0.00
25.0	INSTALL PCC SWALE	LF	220.00		90.00	19,800.00		0.00	0.00	0.00			0.00
26.0	INSTALL ROCK DRAINAGE PROTECTION	SF	320.00		10.00	3,200.00		0.00	0.00	0.00			0.00
27.0	ROCK LINED DITCH	LF	180.00		20.00	3,600.00		0.00	0.00	0.00			0.00
28.0	INSTALL ROADEAY SUBDRAIN PIPING	LF	280.00		40.00	11,200.00		0.00	0.00	0.00			0.00
29.0	INSTALL SUBDRAIN/EDGE DRAIN CLEANOUTS	EA	7.00		325.00	2,275.00		0.00	0.00	0.00			0.00
30.0	INSTALL EDGE DRAIN	LF	250.00		35.00	8,750.00		0.00	0.00	0.00			0.00
31.0	CONNECT EDGE DRAIN TO INLET	EA	1.00		900.00	900.00		0.00	0.00	0.00			0.00

O.C. JONES & SONS, INC.

Project: MOUNT UMUNHUM RD REHAB PROJECT
 General: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
 OCJ Job 216515

Date 12/19/16
 Work Complete Thru 11/30/16
 Progress Estimate No. 2

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
32.0	REHABILITATION & RESURFACING: PULVERIZE & HMA RESURFACE	SF	500,000.00		2.38	1,190,000.00		0.00	0.00	0.00			0.00
33.0	MISCELLANEOUS PAVING	SF	28,200.00		4.50	128,900.00		0.00	0.00	0.00			0.00
34.0	INSTALL MOUNTABLE HMA BERM - TYPE E	LF	300.00		4.00	1,200.00		0.00	0.00	0.00			0.00
35.0	INSTALL HMA BERM - TYPE F	LF	18,400.00		2.40	44,160.00		0.00	0.00	0.00			0.00
36.0	INSTALL PRE-CAST CONCRETE BARRIERS & END SECTIONS	EA	520.00		830.00	431,600.00		0.00	0.00	0.00			0.00
37.0	INSTALL ROCK FENCE	LF	920.00		74.00	68,080.00		0.00	0.00	0.00			0.00
38.0	SHOULDER BACKING	LF	14,500.00		1.90	27,550.00		0.00	0.00	0.00			0.00
39.0	PLACE BASE ROCK	SF	1,840.00		3.20	5,888.00		0.00	0.00	0.00			0.00
40.0	GUARDRAILS & END TERMINALS	SF	5,800.00		59.00	342,200.00		0.00	0.00	0.00			0.00
41.0	INSTALL ROAD SIGNAGE	EA	52.00		265.00	13,780.00		0.00	0.00	0.00			0.00
42.0	INSTALL ROADSIDE PADDLES	EA	67.00		65.00	4,355.00		0.00	0.00	0.00			0.00
43.0	INSTALL ROAD STRIPING	LS	1.00		87,850.00	87,850.00		0.00	0.00	0.00			0.00
44.0	INSTALL CONDUIT	LS	600.00		40.00	24,000.00		0.00	0.00	0.00			0.00
45.0	INSTALL PIPE GATE	EA	8.00		1,870.00	14,960.00		0.00	0.00	0.00			0.00
46.0	PROVIDE & INSTALL SOLAR POWERED AUTOMATIC GATE SYSTEM	EA	3.00		22,675.00	68,025.00		0.00	0.00	0.00			0.00
47.0	PROVIDE AND INSTALL SOLAR POWERED LIGHT SYSTEM	EA	1.00		16,000.00	16,000.00		0.00	0.00	0.00			0.00
48.0	INSTALL DOUBLE CHIP SEAL	SF	500,000.00		0.43	215,000.00		0.00	0.00	0.00			0.00
49.0	INSTALL INLET STRUCTURE LOW HEADEALL	EA	41.00		5,600.00	229,600.00		0.00	25.00	140,000.00	25.00	61%	140,000.00
						0.00		0.00	0.00	0.00			0.00

SUBTOTAL CONTRACT WORK

5,012,758.00

625,266.00

803,310.00

1,428,576.00

CHANGE ORDERS

						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00

SUBTOTAL CHANGE ORDERS

0.00

0.00

0.00

0.00

TOTAL RETENTION

Page 258 5,012,758.00

625,266.00

803,310.00

1,428,576.00

31,263.30

40,165.50

71,428.80



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710

OCJ# 69864R

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: 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: O.C. JONES & SONS, INC.
Name of Customer: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Job Location: HICKS RD & MT UMUNHUM RD
Owner: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Through Date: November 30, 2016

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: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Amount of Check: \$763,144.50
Check Payable to: O.C. JONES & SONS, INC.

EXCEPTIONS

This document does not affect any of the following:

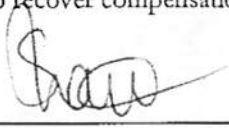
- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: 10/31/2016

(4)

Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: 
Claimant's Title: Sushila Sharma, Project Administrator
Date of Signature: 12/19/16

O.C. JONES & SONS, INC.

Project: MOUNT UMUNHUM RD REHAB PROJECT
 General: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
 OCJ Job 216515

Date 12/19/16
 Work Complete Thru 11/30/16
 Progress Estimate No. 2

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	TO DATE AMOUNT
NET AMOUNT OF ESTIMATE												
								594,002.70		763,144.50		1,357,147.20

O.C. JONES & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

INVOICE

MIDPENINSULA REGIONAL OPEN SPACE DISTF
330 DISTEL CIRCLE
LOST ALTOS, CA 94022-1404
Attention: ZACHARY ALEXANDER

INVOICE NO.: 69844R
BILLING NO.: 1
DATE: 11/22/16
OCJ JOB NO.: 216515


JOB DESCRIPTION:
MOUNT UMUNHUM RD REHAB PROJECT

BILLED TO DATE THRU 10/31/16 \$625,266.00
PREVIOUS BILLED TO DATE \$0.00

GROSS BILLING THIS INVOICE \$625,266.00
RETENTION 5% \$31,263.30

NET BILLING THIS INVOICE \$594,002.70

OK to pay
ZA

Date: 11/22/16
Batch#: 615
Vendor:
PO: 2017-125
G/L Account: 30-35-325-820501
Project: 22-6
Approved by: 

If you have any questions regarding this billing, please contact:

Project Manager: Juan Hernandez
Project Administrator: Sushila Sharma

OWNER

MAIN OFFICE ADDRESS
1520 FOURTH STREET
BERKELEY, CA 94710

TELEPHONE (510) 526-3424
FAX (510) 525-0457

O.C. JONES & SONS, INC.

1520 Fourth Street
Berkeley, CA 94710
Direct Line: (510) 809-3422
Direct Fax: (510) 809-3522
ssharma@ocjones.com

LETTER OF TRANSMITTAL

TO: MIDPENINSULA REGIONAL OPEN SPACE (650) 691-1200 SUBJECT: MOUNT UMUNHUM RD REHAB PROJECT
330 DISTEL CIRCLE OCJ Job No. 216515
LOST ALTOS, CA 94022-1404 zalexander@openspace.org

ATTN: ZACHARY ALEXANDER

DATE: November 22, 2016

No. of Copies	WE SEND YOU THE FOLLOWING DOCUMENTS FOR ACTION OR USE AS INDICATED	For Your Files or Information	Sign & Return Both Copies for Our Signature	Returned Signed as Requested	For Approval or Action	For Your Review and Comment	Returned as Requested	See Note Below
1	REVISED OCTOBER BILLING PACKAGE	XX			XX			XX

NOTES: Please let me know if you need any additional information in order to process our payment. Original to follow via mail. Thank you.

Sincerely,
O.C. JONES & SONS, INC.

Sushila Sharma

Project Administrator

O.C. JONES & SONS, INC.

Project: **MOUNT UMUNHUM RD REHAB PROJECT**
 General: **MIDPENINSULA REGIONAL OPEN SPACE DISTRICT**
 OCJ Job **216515**

Date: **11/22/16**
 Work Complete Thru: **10/31/16**
 Progress Estimate No.: **1**

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
CONTRACT WORK													
1.0	MOBILIZATION	LS	1.00		492,000.00	492,000.00		0.00	0.50	246,000.00	0.50	50%	246,000.00
2.0	TRAFFIC CONTROL	LS	1.00		115,000.00	115,000.00		0.00	0.40	46,000.00	0.40	40%	46,000.00
3.0	POTHOLE UTILITIES	LS	1.00		25,000.00	25,000.00		0.00	0.50	12,500.00	0.50	50%	12,500.00
4.0	EROSION CONTROL & SWPPP	LS	1.00		50,000.00	50,000.00		0.00	0.20	10,000.00	0.20	20%	10,000.00
5.0	LAYOUT & STAKING	LS	1.00		30,000.00	30,000.00		0.00	0.20	6,000.00	0.20	20%	6,000.00
6.0	CLEANING & GRUBBING	LS	1.00		90,000.00	90,000.00		0.00	0.30	27,000.00	0.30	30%	27,000.00
7.0	TREE REMOVAL	EA	15.00		2,734.00	41,010.00		0.00	17.00	46,478.00	17.00	113%	46,478.00
8.0	STUMP REMOVAL	EA	3.00		1,600.00	4,800.00		0.00	3.00	4,800.00	3.00	100%	4,800.00
9.0	TREE ROOT REMOVAL	SF	2,750.00		4.00	11,000.00		0.00	0.00	0.00			0.00
10.0	DEMOLITION	LS	1.00		100,000.00	100,000.00		0.00	0.00	0.00			0.00
11.0	ROCK & BOULDER CLEARING	LF	2,700.00		15.00	40,500.00		0.00	2,700.00	40,500.00	2,700.00	100%	40,500.00
12.0	GRADING & EXCAVATION	CY	4,000.00		50.00	200,000.00		0.00	2,818.00	140,900.00	2,818.00	70%	140,900.00
13.0	DISPOSAL OF GRADED & EXCAVATED MATERIAL	CY	4,000.00		16.00	64,000.00		0.00	2,818.00	45,088.00	2,818.00	70%	45,088.00
14.0	SHALLOW PAVEMENT REPAIRS	SF	18,700.00		4.25	79,475.00		0.00	0.00	0.00			0.00
15.0	DEEP PAVEMENT REPAIRS	SF	13,000.00		5.90	76,700.00		0.00	0.00	0.00			0.00
16.0	INSTALL GABION WALL	LF	180.00		500.00	90,000.00		0.00	0.00	0.00			0.00
17.0	INSTALL TYPE A DROP INLET STRUCTURE	EA	50.00		6,500.00	325,000.00		0.00	0.00	0.00			0.00
18.0	INSTALL TYPE B DROP INLET STRUCTURE	EA	8.00		7,300.00	58,400.00		0.00	0.00	0.00			0.00
19.0	INSTALL TYPE C DROP INLET STRUCTURE	EA	1.00		4,000.00	4,000.00		0.00	0.00	0.00			0.00
20.0	INSTALL 18" CMP PIPE EXTENSION AT INLETS	EA	6.00		2,300.00	13,800.00		0.00	0.00	0.00			0.00
21.0	INSTALL 12" CMP PIPE	LF	80.00		115.00	9,200.00		0.00	0.00	0.00			0.00
22.0	INSTALL INLET STRUCTURE HIGH HEADWALL	EA	17.00		6,000.00	102,000.00		0.00	0.00	0.00			0.00
23.0	INSTALL DOWN DRAIN	LS	1.00		10,000.00	10,000.00		0.00	0.00	0.00			0.00
24.0	INSTALL PCC CURB	LF	200.00		100.00	20,000.00		0.00	0.00	0.00			0.00
25.0	INSTALL PCC SWALE	LF	220.00		90.00	19,800.00		0.00	0.00	0.00			0.00
26.0	INSTALL ROCK DRAINAGE PROTECTION	SF	320.00		10.00	3,200.00		0.00	0.00	0.00			0.00
27.0	ROCK LINED DITCH	LF	180.00		20.00	3,600.00		0.00	0.00	0.00			0.00
28.0	INSTALL ROADEAY SUBDRAIN PIPING	LF	280.00		40.00	11,200.00		0.00	0.00	0.00			0.00
29.0	INSTALL SUBDRAIN/EDGE DRAIN CLEANOUTS	EA	7.00		325.00	2,275.00		0.00	0.00	0.00			0.00
30.0	INSTALL EDGE DRAIN	LF	250.00		35.00	8,750.00		0.00	0.00	0.00			0.00
31.0	CONNECT EDGE DRAIN TO INLET	EA	1.00		900.00	900.00		0.00	0.00	0.00			0.00

O.C. JONES & SONS, INC.

Project: MOUNT UMUNHUM RD REHAB PROJECT
 General: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
 OCJ Job 216515

Date 11/22/16
 Work Complete Thru 10/31/16
 Progress Estimate No. 1

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
32.0	REHABILITATION & RESURFACING: PULVERIZE & HMA RESURFACE	SF	500,000.00		2.38	1,190,000.00		0.00	0.00	0.00			0.00
33.0	MISCELLANEOUS PAVING	SF	28,200.00		4.50	126,900.00		0.00	0.00	0.00			0.00
34.0	INSTALL MOUNTABLE HMA BERM - TYPE E	LF	300.00		4.00	1,200.00		0.00	0.00	0.00			0.00
35.0	INSTALL HMA BERM - TYPE F	LF	18,400.00		2.40	44,160.00		0.00	0.00	0.00			0.00
36.0	INSTALL PRE-CAST CONCRETE BARRIERS & END SECTIONS	EA	520.00		830.00	431,600.00		0.00	0.00	0.00			0.00
37.0	INSTALL ROCK FENCE	LF	920.00		74.00	68,080.00		0.00	0.00	0.00			0.00
38.0	SHOULDER BACKING	LF	14,500.00		1.90	27,550.00		0.00	0.00	0.00			0.00
39.0	PLACE BASE ROCK	SF	1,840.00		3.20	5,888.00		0.00	0.00	0.00			0.00
40.0	GUARDRAILS & END TERMINALS	SF	5,800.00		59.00	342,200.00		0.00	0.00	0.00			0.00
41.0	INSTALL ROAD SIGNAGE	EA	52.00		265.00	13,780.00		0.00	0.00	0.00			0.00
42.0	INSTALL ROADSIDE PADDLES	EA	67.00		65.00	4,355.00		0.00	0.00	0.00			0.00
43.0	INSTALL ROAD STRIPING	LS	1.00		87,850.00	87,850.00		0.00	0.00	0.00			0.00
44.0	INSTALL CONDUIT	LS	600.00		40.00	24,000.00		0.00	0.00	0.00			0.00
45.0	INSTALL PIPE GATE	EA	8.00		1,870.00	14,960.00		0.00	0.00	0.00			0.00
46.0	PROVIDE & INSTALL SOLAR POWERED AUTOMATIC GATE SYSTEM	EA	3.00		22,675.00	68,025.00		0.00	0.00	0.00			0.00
47.0	PROVIDE AND INSTALL SOLAR POWERED LIGHT SYSTEM	EA	1.00		16,000.00	16,000.00		0.00	0.00	0.00			0.00
48.0	INSTALL DOUBLE CHIP SEAL	SF	500,000.00		0.43	215,000.00		0.00	0.00	0.00			0.00
49.0	INSTALL INLET STRUCTURE LOW HEADEALL	EA	41.00		5,600.00	229,600.00		0.00	0.00	0.00			0.00
						0.00		0.00	0.00	0.00			0.00

SUBTOTAL CONTRACT WORK

5,012,758.00

0.00

625,266.00

625,266.00

CHANGE ORDERS

						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00

SUBTOTAL CHANGE ORDERS

0.00

0.00

0.00

0.00

TOTAL RETENTION

Page 25 of 28 5,012,758.00

0.00

625,266.00

625,266.00

0.00

31,263.30

31,263.30

O.C. JONES & SONS, INC.

Project: MOUNT UMUNHUM RD REHAB PROJECT
 General: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
 OCJ Job 216515

Date 11/22/16
 Work Complete Thru 10/31/16
 Progress Estimate No. 1

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
NET AMOUNT OF ESTIMATE								0.00		594,002.70			594,002.70



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710

OCJ# 69844R

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHT'S 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: O.C. JONES & SONS, INC.
Name of Customer: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Job Location: HICKS RD & MT UMUNHUM RD
Owner: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Through Date: October 31, 2016

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: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
Amount of Check: \$594,002.70
Check Payable to: O.C. JONES & SONS, INC.


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: _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: 
Claimant's Title: Sushila Sharma, Project Administrator
Date of Signature: 11/22/16

- (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:

1/5/17

Check payable to

D-Line Constructors, Inc.

Amount(s) of unpaid progress payments

\$288,467.50

- (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:

Kim Roberts

Claimant's Title:

Accountant

Date of Signature

2/1/17

Date: 2/17/17

Batch#: 931

Vendor:

PO: 2017-124

G/L Account: 30-35-325-8205.01

Project: MAA 23-006

Approved by:

[Signature]

\$554,650.00

LESS 5% (27,732.50)

NET AMOUNT \$ 526,917.50

D-Line Constructors

499 Embarcadero, Suite Q, Oakland, CA 94606

T 510 251 6400 | F 510 251 6401 | C 510 358 0630

CONDITIONAL WAIVER AND RELEASE UPON 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: D-Line Constructors, Inc.

Name of Customer: Midpeninsula Regional Open Space District

Job Location: Sierra Azul Open Space, Santa Clara County, Ca

Owner: Midpeninsula Regional Open Space District

Through Date: January 31, 2017

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: Midpeninsula Regional Open Space District

Amount of Check: \$ 526,917.50

Check Payable to D-Line Constructors, Inc.

EXCEPTIONS

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1608-6

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

Project: 1608. Mt Umunhum Summit Project

Application No.: 6

Period To: 1/31/2017

Distribution to :
☐ Owner
☐ Architect
☐ Contractor
☐
☐

From Contractor: D-Line Constructors Inc.
499 Embarcadero Post 3 Box 6
Oakland, CA 94606

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$7,370,000.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$7,370,000.00
4. Total Completed and Stored To Date	\$2,350,100.00
5. Retainage:	
a. 5.00% of Completed Work	\$117,505.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$117,505.00
6. Total Earned Less Retainage	\$2,232,595.00
7. Less Previous Certificates For Payments	\$1,705,677.50
8. Current Payment Due	\$526,917.50
9. Balance To Finish, Plus Retainage	\$5,137,405.00

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: D-Line Constructors Inc.

By: Kim Roberts Date: 2/1/17

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ 526,917.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Page 2 of 6

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 6

Application Date : 01/31/17

To: 01/31/17

Architect's Project No.:

Invoice #: 1608-6

Contract : 1608. Mt Umunhum Summit Project

A	B	C	D		E	F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
Bill Group:	01 Admin & General Requirements								
1	Payment & Performance Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	
2	Detailing, Modeling & Engineering	80,000.00	68,000.00	0.00	0.00	68,000.00	85.00%	12,000.00	
3	Mobilization	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%	0.00	
4	General Conditions (7 Months)	770,000.00	334,950.00	73,150.00	0.00	408,100.00	53.00%	361,800.00	
5	Demobilization	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
	Admin & General Requirements Totals	1,250,000.00	727,950.00	73,150.00	0.00	801,100.00	64.09%	448,900.00	40,055.00
Bill Group:	02 Entire Site								
6	Temp Veg Protection Fence	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	
7	SWPPP BMP's	90,000.00	63,000.00	9,000.00	0.00	72,000.00	80.00%	18,000.00	
8	Survey & Staking	90,000.00	60,000.00	15,000.00	0.00	75,000.00	83.33%	15,000.00	
9	Mass Grading & Off-haul to Thayer	450,000.00	225,000.00	75,000.00	0.00	300,000.00	66.67%	150,000.00	
10	Select, Procure & Import Stone Materials	150,000.00	112,500.00	37,500.00	0.00	150,000.00	100.00%	0.00	
11	Electrical Ductbank	250,000.00	0.00	40,000.00	0.00	40,000.00	16.00%	210,000.00	
12	Omega Type Fencing (Owner Furnished)	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
13	Restoration Fence	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
14	Asphalt Paving (Simultaneous, All Areas)	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	
15	Anti-Graffiti Coating	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
16	Striping, Signage, Wheelstops	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
	Entire Site Totals	1,445,000.00	510,500.00	176,500.00	0.00	687,000.00	47.54%	758,000.00	34,350.00
Bill Group:	03 East & West Summits								
17	Ceremonial & Stone Walls	150,000.00	102,000.00	15,000.00	0.00	117,000.00	78.00%	33,000.00	
18	Stone Steps	240,000.00	0.00	10,000.00	0.00	10,000.00	4.17%	230,000.00	
19	Boulder Placement	150,000.00	0.00	125,000.00	0.00	125,000.00	83.33%	25,000.00	

CONTINUATION SHEET

Page 3 of 6

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 6

Application Date : 01/31/17

To: 01/31/17

Architect's Project No.:

Invoice #: 1608-6

Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
20	Bioretention & Drainage Improvements	100,000.00	0.00	20,000.00	0.00	20,000.00	20.00%	80,000.00	
21	Native Rock Mulch	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
22	Stabilized ADA Pathways	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	
23	Ceremonial Surfacing	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
24	Guardrail at Grade	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	
25	Benches	54,000.00	0.00	0.00	0.00	0.00	0.00%	54,000.00	
26	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	East & West Summits Totals	959,000.00	102,000.00	170,000.00	0.00	272,000.00	28.36%	687,000.00	13,600.00
Bill Group:	04 Summit Shelter								
27	Foundations & CIP Walls	200,000.00	150,000.00	0.00	0.00	150,000.00	75.00%	50,000.00	
28	Slab on Grade, Steps, Ramp	100,000.00	25,000.00	0.00	0.00	25,000.00	25.00%	75,000.00	
29	Structural Steel Framing	100,000.00	10,000.00	5,000.00	0.00	15,000.00	15.00%	85,000.00	
30	Stone Veneer	180,000.00	0.00	0.00	0.00	0.00	0.00%	180,000.00	
31	Timber Frame, Decking, Cladding, Sheeting	50,000.00	0.00	5,000.00	0.00	5,000.00	10.00%	45,000.00	
32	Standing Seam Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
33	Guard Rail & Handrail	100,000.00	0.00	15,000.00	0.00	15,000.00	15.00%	85,000.00	
34	Perforated Metal Panels	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
35	Compass Rose	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
36	CIP Benches	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
37	Paint & Stains	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
38	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Summit Shelter Totals	902,000.00	185,000.00	25,000.00	0.00	210,000.00	23.28%	692,000.00	10,500.00
Bill Group:	05 Turnaround Area Site Work								
39	CIP Seatwall	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
40	Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
41	Guardrail at Turnaround at Seatwall	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
42	Curbs & Gutters	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	

CONTINUATION SHEET

Page 4 of 6

Application and Certification for Payment, containing
Contractor's signed certification is attached.

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

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

Application No. : 6

Application Date : 01/31/17

To: 01/31/17

Architect's Project No.:

Invoice #: 1608-6

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
43	Concrete Paving w/ Truncated Domes	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	
44	Stone Paving	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
45	Bollards	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
46	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
47	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Turnaround Area Site Work Totals	260,000.00	0.00	0.00	0.00	0.00	0.00%	260,000.00	0.00
Bill Group: 06 Parking Lot									
48	Install Vault Toilet	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
49	Bioretention & Drainage Improvements	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	
50	Boulder Replacement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
51	Curbs & Gutters	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
52	Permeable Paving	250,000.00	0.00	0.00	0.00	0.00	0.00%	250,000.00	
53	Concrete SOG with CMU Privacy Wall	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
54	Concrete Paving w/ Truncated Domes	70,000.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	
55	Pipe Gate	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
56	Native Rock Mulch	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
57	Metal Beam Guardrail	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
58	Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
59	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
60	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Parking Lot Totals	611,000.00	0.00	0.00	0.00	0.00	0.00%	611,000.00	0.00
Bill Group: 07 Road Construction									
61	Bioretention & Drainage Improvements	130,000.00	0.00	0.00	0.00	0.00	0.00%	130,000.00	
62	Pulverize Road in Place	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
63	Deep Pavement Repairs	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
64	Final Roadway Compaction	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
65	Paved Ditch	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	

CONTINUATION SHEET

Page 5 of 6

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6
Application Date : 01/31/17
To: 01/31/17
Architect's Project No.:

Invoice #: 1608-6 Contract: 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
66	Set Precast Barriers (Owner Furnished)	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
67	AC Berm	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
68	Metal Beam Guardrail	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
69	Split Rail Fence	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
70	Pipe Gate & Bollard	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
71	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	Road Construction Totals	306,000.00	0.00	0.00	0.00	0.00	0.00%	306,000.00	0.00
Bill Group:	08 AP #1 - Upper Summit Stair								
72	AP #1 Excavation & Prep	89,000.00	89,000.00	0.00	0.00	89,000.00	100.00%	0.00	
73	AP #1 Concrete & Rebar	330,000.00	0.00	50,000.00	0.00	50,000.00	15.15%	280,000.00	
74	AP #1 Boulder Placement	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
75	AP #1 Handrail & Guardrail	60,000.00	0.00	15,000.00	0.00	15,000.00	25.00%	45,000.00	
76	AP #1 Timber Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
77	AP #1 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #1 - Upper Summit Stair Totals	520,000.00	89,000.00	65,000.00	0.00	154,000.00	29.62%	366,000.00	7,700.00
Bill Group:	09 AP #2 - Lower Summit Stair								
78	AP #2 Excavation & Prep	91,000.00	91,000.00	0.00	0.00	91,000.00	100.00%	0.00	
79	AP #2 Concrete & Rebar	350,000.00	0.00	0.00	0.00	0.00	0.00%	350,000.00	
80	AP #2 Boulder Placement	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
81	AP #2 Handrail & Guardrail	60,000.00	0.00	15,000.00	0.00	15,000.00	25.00%	45,000.00	
82	AP #2 Timber Benches	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	
83	AP #2 Stabilized Terrace Pathway	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
84	AP #2 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #2 - Lower Summit Stair Totals	540,000.00	91,000.00	15,000.00	0.00	106,000.00	19.63%	434,000.00	5,300.00
Bill Group:	10 AP #3 - Trailhead Structure								
85	AP #3 Foundations & CIP Walls	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	

CONTINUATION SHEET

Page 6 of 6

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 6

Application Date : 01/31/17

To: 01/31/17

Architect's Project No.:

Invoice #: 1608-6

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
86	AP #3 Slab on Grade	50,000.00	0.00	20,000.00	0.00	20,000.00	40.00%	30,000.00	
87	AP #3 Structural Steel Framing	50,000.00	0.00	5,000.00	0.00	5,000.00	10.00%	45,000.00	
88	AP #3 Stone Veneer	58,000.00	0.00	0.00	0.00	0.00	0.00%	58,000.00	
89	AP #3 Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
90	AP #3 Timber Frame, Decking, Cladding, Sheeting	50,000.00	0.00	5,000.00	0.00	5,000.00	10.00%	45,000.00	
91	AP #3 Standing Seam, Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
92	AP #3 Metal Plating	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
93	AP #3 CIP Benches	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	
94	AP #3 Paint & Stains	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
95	AP #3 Benches, Tables, Bike Rack	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
96	AP #3 Signboards (Owner Furnished)	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
97	AP #3 Native Rock Mulch	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
98	AP #3 Stabilized ADA Pathways	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
99	AP #3 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
	AP #3 - Trailhead Structure Totals	425,000.00	90,000.00	30,000.00	0.00	120,000.00	28.24%	305,000.00	6,000.00
Bill Group:	11 AP #4 - Water Storage Area								
100	AP #4 Water Tank Procurement	90,000.00	0.00	0.00	0.00	0.00	0.00%	90,000.00	
101	AP #4 Waterline & Hydrant Construction	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
103	AP #4 Final Touch & Cleanup	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	
	AP #4 - Water Storage Area Totals	152,000.00	0.00	0.00	0.00	0.00	0.00%	152,000.00	0.00
Grand Totals		7,370,000.00	1,795,450.00	554,650.00	0.00	2,350,100.00	31.89%	5,019,900.00	117,505.00

APPLICATION AND CERTIFICATE FOR PAYMENT 430

Invoice #: 1608-2

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

Batch: 1608-Mt Unmuhum Summit Project
Project: 1608-Mt Unmuhum Summit Project
Application No.: 2

Description: SUMMIT CONTRACTOR

PO#: 2017-124

Period To: 9/30/2016

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

From Contractor: D-Line Constructors Inc.
499 Embarcadero Post 3 Box 6
Oakland, CA 94606

G/I Account: 30-35-325-8205.01

Project#: AA 23-4

Project Nos:

Approved By: [Signature]

Contract Date:

\$526,050 LESS 5% RETAINAGE

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$7,370,000.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$7,370,000.00
4. Total Completed and Stored To Date	\$709,300.00
5. Retainage:	
a. 5.00% of Completed Work	\$35,465.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$35,465.00
6. Total Earned Less Retainage	\$673,835.00
7. Less Previous Certificates For Payments	\$174,087.50
8. Current Payment Due	\$499,747.50
9. Balance To Finish, Plus Retainage	\$6,696,165.00

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: D-Line Constructors Inc.

By: [Signature] Date: 10/03/16

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ 499,747.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Page 2 of 5

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 2

Application Date : 09/27/16

To: 09/30/16

Architect's Project No.:

Invoice #: 1608-2

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed								
			From Previous Application (D+E)	This Period In Place							
1	Payment & Performance Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00			
2	Detailing, Modeling & Engineering	80,000.00	25,000.00	23,800.00	0.00	48,800.00	61.00%	31,200.00			
3	Mobilization	250,000.00	83,250.00	166,750.00	0.00	250,000.00	100.00%	0.00			
4	General Conditions (7 Months)	770,000.00	0.00	115,500.00	0.00	115,500.00	15.00%	654,500.00			
5	Demobilization	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00			
6	Temp Veg Protection Fence	50,000.00	0.00	25,000.00	0.00	25,000.00	50.00%	25,000.00			
7	SWPPP BMP's	90,000.00	0.00	27,000.00	0.00	27,000.00	30.00%	63,000.00			
8	Survey & Staking	90,000.00	0.00	18,000.00	0.00	18,000.00	20.00%	72,000.00			
9	Mass Grading & Off-haul to Thayer	450,000.00	0.00	112,500.00	0.00	112,500.00	25.00%	337,500.00			
10	Select, Procure & Import Stone Materials	150,000.00	0.00	37,500.00	0.00	37,500.00	25.00%	112,500.00			
11	Electrical Ductbank	250,000.00	0.00	0.00	0.00	0.00	0.00%	250,000.00			
12	Omega Type Fencing (Owner Furnished)	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00			
13	Restoration Fence	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00			
14	Asphalt Paving (Simultaneous, All Areas)	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00			
15	Anti-Graffiti Coating	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00			
16	Striping, Signage, Wheelstops	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00			
17	Ceremonial & Stone Walls	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00			
18	Stone Steps	240,000.00	0.00	0.00	0.00	0.00	0.00%	240,000.00			
19	Boulder Placement	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00			
20	Bioretention & Drainage Improvements	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00			
21	Native Rock Mulch	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00			
22	Stabilized ADA Pathways	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00			
23	Ceremonial Surfacing	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00			
24	Guardrail at Grade	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00			
25	Benches	54,000.00	0.00	0.00	0.00	0.00	0.00%	54,000.00			
26	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00			
27	Foundations & CIP Walls	200,000.00	0.00	0.00	0.00	0.00	0.00%	200,000.00			
28	Slab on Grade, Steps, Ramp	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00			
29	Structural Steel Framing	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00			
30	Stone Veneer	180,000.00	0.00	0.00	0.00	0.00	0.00%	180,000.00			

CONTINUATION SHEET

Page 3 of 5

Application and Certification for Payment, containing

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Application No. : 2

Application Date : 09/27/16

To: 09/30/16

Architect's Project No.:

Invoice #: 1608-2

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
31	Timber Frame, Decking, Cladding, Sheeting	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
32	Standing Seam Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
33	Guard Rail & Handrail	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	
34	Perforated Metal Panels	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
35	Compass Rose	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
36	CIP Benches	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
37	Paint & Stains	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
38	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
39	CIP Seatwall	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
40	Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
41	Guardrail at Turnaround at Seatwall	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
42	Curbs & Gutters	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
43	Concrete Paving w/ Truncated Domes	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	
44	Stone Paving	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
45	Bollards	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
46	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
47	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
48	Install Vault Toilet	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
49	Bioretention & Drainage Improvements	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	
50	Boulder Replacement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
51	Curbs & Gutters	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
52	Permeable Paving	250,000.00	0.00	0.00	0.00	0.00	0.00%	250,000.00	
53	Concrete SOG with CMU Privacy Wall	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
54	Concrete Paving w/ Truncated Domes	70,000.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	
55	Pipe Gate	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
56	Native Rock Mulch	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
57	Metal Beam Guardrail	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
58	Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
59	Call Box	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
60	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
61	Bioretention & Drainage Improvements	130,000.00	0.00	0.00	0.00	0.00	0.00%	130,000.00	

CONTINUATION SHEET

Page 4 of 5

Application and Certification for Payment, containing
Contractor's signed certification is attached.

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

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

Application No. : 2

Application Date : 09/27/16

To: 09/30/16

Architect's Project No.:

Invoice #: 1608-2

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
62	Pulverize Road in Place	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	
63	Deep Pavement Repairs	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
64	Final Roadway Compaction	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
65	Paved Ditch	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
66	Set Precast Barriers (Owner Furnished)	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
67	AC Berm	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
68	Metal Beam Guardrail	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
69	Split Rail Fence	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
70	Pipe Gate & Bollard	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
71	Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
72	AP #1 Excavation & Prep	89,000.00	0.00	0.00	0.00	0.00	0.00%	89,000.00	
73	AP #1 Concrete & Rebar	330,000.00	0.00	0.00	0.00	0.00	0.00%	330,000.00	
74	AP #1 Boulder Placement	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
75	AP #1 Handrail & Guardrail	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
76	AP #1 Timber Benches	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	
77	AP #1 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
78	AP #2 Excavation & Prep	91,000.00	0.00	0.00	0.00	0.00	0.00%	91,000.00	
79	AP #2 Concrete & Rebar	350,000.00	0.00	0.00	0.00	0.00	0.00%	350,000.00	
80	AP #2 Boulder Placement	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
81	AP #2 Handrail & Guardrail	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
82	AP #2 Timber Benches	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	
83	AP #2 Stabilized Terrace Pathway	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
84	AP #2 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
85	AP #3 Foundations & CIP Walls	90,000.00	0.00	0.00	0.00	0.00	0.00%	90,000.00	
86	AP #3 Slab on Grade	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
87	AP #3 Structural Steel Framing	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
88	AP #3 Stone Veneer	58,000.00	0.00	0.00	0.00	0.00	0.00%	58,000.00	
89	AP #3 Boulder Placement	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
90	AP #3 Timber Frame, Decking, Cladding, Sheeting	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
91	AP #3 Standing Seam, Metal Roof	42,000.00	0.00	0.00	0.00	0.00	0.00%	42,000.00	
92	AP #3 Metal Plating	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
93	AP #3 CIP Benches	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	

CONTINUATION SHEET

Page 5 of 5

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 2

Application Date : 09/27/16

To: 09/30/16

Architect's Project No.:

Invoice # : 1608-2

Contract : 1608. Mt Umunhum Summit Project

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
			(Not in D or E)		(D+E+F)				
94	AP #3 Paint & Stains	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	
95	AP #3 Benches, Tables, Bike Rack	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
96	AP #3 Signboards (Owner Furnished)	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
97	AP #3 Native Rock Mulch	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
98	AP #3 Stabilized ADA Pathways	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
99	AP #3 Final Touch & Cleanup	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	
100	AP #4 Water Tank Procurement	90,000.00	0.00	0.00	0.00	0.00	0.00%	90,000.00	
101	AP #4 Waterline & Hydrant Construction	60,000.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	
103	AP #4 Final Touch & Cleanup	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	
Grand Totals		7,370,000.00	183,250.00	526,050.00	0.00	709,300.00	9.62%	6,660,700.00	35,465.00

D Line Constructors

499 Embarcadero, Suite Q, Oakland, CA 94606

T 510 251 6400 | F 510 251 6401 | C 510 358 0630

CONDITIONAL WAIVER AND RELEASE UPON 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: D-Line Constructors, Inc.

Name of Customer: Midpeninsula Regional Open Space District

Job Location: Sierra Azul Open Space, Santa Clara County, Ca

Owner: Midpeninsula Regional Open Space District

Through Date: September 30, 2016

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: Midpeninsula Regional Open Space District

Amount of Check: \$ 499,747.50

Check Payable to D-Line Constructors, Inc.

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: \$174,087.50


Check payable to

Amount(s) of unpaid progress payments

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature:



Claimant's Title:

President

Date of Signature

10/3/16

O.C. JONES & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

INVOICE

MIDPENINSULA REGIONAL OPEN SPACE DIST
330 DISTEL CIRCLE
LOST ALTOS, CA 94022-1404
Attention: ZACHARY ALEXANDER

INVOICE NO.: 69893R
BILLING NO.: 3
DATE: 01/12/17
OCJ JOB NO.: 216515

JOB DESCRIPTION:
MOUNT UMUNHUM RD REHAB PROJECT

BILLED TO DATE THRU 12/31/16 \$1,952,626.00
PREVIOUS BILLED TO DATE \$1,428,576.00

GROSS BILLING THIS INVOICE \$524,050.00
RETENTION 5% \$26,202.50

NET BILLING THIS INVOICE \$497,847.50

OK to pay
ZA

Date: 1-18-17
Batch#: 894
Vendor:
PO: 2017-125
G/L Account: 30-35-325-8205.01
Project: 23-6
Approved by: ZA [Signature]

If you have any questions regarding this billing, please contact:

Project Manager: Juan Hernandez
Project Administrator: Sushila Sharma

OWNER

MAIN OFFICE ADDRESS
1520 FOURTH STREET
BERKELEY, CA 94710

TELEPHONE (510) 526-3424
FAX (510) 525-0457

O.C. JONES & SONS, INC.

Project: MOUNT UMUNHUM RD REHAB PROJECT
 General: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
 OCJ Job 216515

Date 01/12/17
 Work Complete Thru 12/31/16
 Progress Estimate No. 3

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
CONTRACT WORK													
1.0	MOBILIZATION	LS	1.00		492,000.00	492,000.00	0.95	467,400.00	0.00	0.00	0.95	95%	467,400.00
2.0	TRAFFIC CONTROL	LS	1.00		115,000.00	115,000.00	0.50	57,500.00	0.25	28,750.00	0.75	75%	86,250.00
3.0	POTHOLE UTILITIES	LS	1.00		25,000.00	25,000.00	0.75	18,750.00	0.00	0.00	0.75	75%	18,750.00
4.0	EROSION CONTROL & SWPPP	LS	1.00		50,000.00	50,000.00	0.50	25,000.00	0.25	12,500.00	0.75	75%	37,500.00
5.0	LAYOUT & STAKING	LS	1.00		30,000.00	30,000.00	0.50	15,000.00	0.25	7,500.00	0.75	75%	22,500.00
6.0	CLEANING & GRUBBING	LS	1.00		90,000.00	90,000.00	0.30	27,000.00	0.45	40,500.00	0.75	75%	67,500.00
7.0	TREE REMOVAL	EA	15.00		2,734.00	41,010.00	17.00	46,478.00	0.00	0.00	17.00	113%	46,478.00
8.0	STUMP REMOVAL	EA	3.00		1,600.00	4,800.00	3.00	4,800.00	0.00	0.00	3.00	100%	4,800.00
9.0	TREE ROOT REMOVAL	SF	2,750.00		4.00	11,000.00		0.00	0.00	0.00			0.00
10.0	DEMOLITION	LS	1.00		100,000.00	100,000.00	0.60	60,000.00	0.20	20,000.00	0.80	80%	80,000.00
11.0	ROCK & BOULDER CLEARING	LF	2,700.00		15.00	40,500.00	2,700.00	40,500.00	60.00	900.00	2,760.00	102%	41,400.00
12.0	GRADING & EXCAVATION	CY	4,000.00		50.00	200,000.00	4,078.00	203,900.00	1,959.50	97,975.00	6,037.50	151%	301,875.00
13.0	DISPOSAL OF GRADED & EXCAVATED MATERIAL	CY	4,000.00		16.00	64,000.00	4,078.00	65,248.00	1,225.00	19,600.00	5,303.00	133%	84,848.00
14.0	SHALLOW PAVEMENT REPAIRS	SF	18,700.00		4.25	79,475.00		0.00	0.00	0.00			0.00
15.0	DEEP PAVEMENT REPAIRS	SF	13,000.00		5.90	76,700.00		0.00	0.00	0.00			0.00
16.0	INSTALL GABION WALL	LF	180.00		500.00	90,000.00	20.00	10,000.00	0.00	0.00	20.00	11%	10,000.00
17.0	INSTALL TYPE A DROP INLET STRUCTURE	EA	50.00		6,500.00	325,000.00	38.00	247,000.00	12.00	78,000.00	50.00	100%	325,000.00
18.0	INSTALL TYPE B DROP INLET STRUCTURE	EA	8.00		7,300.00	58,400.00		0.00	8.00	58,400.00	8.00	100%	58,400.00
19.0	INSTALL TYPE C DROP INLET STRUCTURE	EA	1.00		4,000.00	4,000.00		0.00	0.00	0.00	0.00		0.00
20.0	INSTALL 18" CMP PIPE EXTENSION AT INLETS	EA	6.00		2,300.00	13,800.00		0.00	0.00	0.00			0.00
21.0	INSTALL 12" CMP PIPE	LF	80.00		115.00	9,200.00		0.00	0.00	0.00			0.00
22.0	INSTALL INLET STRUCTURE HIGH HEADWALL	EA	17.00		6,000.00	102,000.00		0.00	5.00	30,000.00	5.00	29%	30,000.00
23.0	INSTALL DOWN DRAIN	LS	1.00		10,000.00	10,000.00		0.00	0.00	0.00			0.00
24.0	INSTALL PCC CURB	LF	200.00		100.00	20,000.00		0.00	0.00	0.00			0.00
25.0	INSTALL PCC SWALE	LF	220.00		90.00	19,800.00		0.00	0.00	0.00			0.00
26.0	INSTALL ROCK DRAINAGE PROTECTION	SF	320.00		10.00	3,200.00		0.00	0.00	0.00			0.00
27.0	ROCK LINED DITCH	LF	180.00		20.00	3,600.00		0.00	0.00	0.00			0.00
28.0	INSTALL ROADEAY SUBDRAIN PIPING	LF	280.00		40.00	11,200.00		0.00	0.00	0.00	0.00		0.00
29.0	INSTALL SUBDRAIN/EDGE DRAIN CLEANOUTS	EA	7.00		325.00	2,275.00		0.00	1.00	325.00	1.00	14%	325.00
30.0	INSTALL EDGE DRAIN	LF	250.00		35.00	8,750.00		0.00	0.00	0.00			0.00
31.0	CONNECT EDGE DRAIN TO INLET	EA	1.00		900.00	900.00		0.00	0.00	0.00			0.00

** needs a CD*
** needs a CD*
** needs a CD*

O.C. JONES & SONS, INC.

Project: MOUNT UMUNHUM RD REHAB PROJECT
 General: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
 OCJ Job 216515

Date: 01/12/17
 Work Complete Thru: 12/31/16
 Progress Estimate No. 3

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
32.0	REHABILITATION & RESURFACING: PULVERIZE & HMA RESURFACE	SF	500,000.00		2.38	1,190,000.00		0.00	0.00	0.00			0.00
33.0	MISCELLANEOUS PAVING	SF	28,200.00		4.50	128,900.00		0.00	0.00	0.00			0.00
34.0	INSTALL MOUNTABLE HMA BERM - TYPE E	LF	300.00		4.00	1,200.00		0.00	0.00	0.00			0.00
35.0	INSTALL HMA BERM - TYPE F	LF	18,400.00		2.40	44,160.00		0.00	0.00	0.00			0.00
36.0	INSTALL PRE-CAST CONCRETE BARRIERS & END SECTIONS	EA	520.00		830.00	431,600.00		0.00	0.00	0.00			0.00
37.0	INSTALL ROCK FENCE	LF	920.00		74.00	68,080.00		0.00	0.00	0.00			0.00
38.0	SHOULDER BACKING	LF	14,500.00		1.90	27,550.00		0.00	0.00	0.00			0.00
39.0	PLACE BASE ROCK	SF	1,840.00		3.20	5,888.00		0.00	0.00	0.00			0.00
40.0	GUARDRAILS & END TERMINALS	SF	5,800.00		59.00	342,200.00		0.00	0.00	0.00			0.00
41.0	INSTALL ROAD SIGNAGE	EA	52.00		265.00	13,780.00		0.00	0.00	0.00			0.00
42.0	INSTALL ROADSIDE PADDLES	EA	87.00		65.00	4,355.00		0.00	0.00	0.00			0.00
43.0	INSTALL ROAD STRIPING	LS	1.00		87,850.00	87,850.00		0.00	0.00	0.00			0.00
44.0	INSTALL CONDUIT	LS	600.00		40.00	24,000.00		0.00	300.00	12,000.00	300.00	50%	12,000.00
45.0	INSTALL PIPE GATE	EA	8.00		1,870.00	14,960.00		0.00	0.00	0.00			0.00
46.0	PROVIDE & INSTALL SOLAR POWERED AUTOMATIC GATE SYSTEM	EA	3.00		22,675.00	68,025.00		0.00	0.00	0.00			0.00
47.0	PROVIDE AND INSTALL SOLAR POWERED LIGHT SYSTEM	EA	1.00		16,000.00	16,000.00		0.00	0.00	0.00			0.00
48.0	INSTALL DOUBLE CHIP SEAL	SF	500,000.00		0.43	215,000.00		0.00	0.00	0.00			0.00
49.0	INSTALL INLET STRUCTURE LOW HEADEALL	EA	41.00		5,600.00	229,600.00	25.00	140,000.00	21.00	117,600.00	46.00	112%	257,600.00
						0.00		0.00	0.00	0.00			0.00

SUBTOTAL CONTRACT WORK

5,012,758.00

1,428,576.00

524,050.00

1,952,626.00

CHANGE ORDERS

						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00
						0.00	0.00	0.00	0.00	0.00			0.00

SUBTOTAL CHANGE ORDERS

0.00

0.00

0.00

0.00

TOTAL RETENTION

Page 25 of 25 2,512,758.00

1,428,576.00

524,050.00

1,952,626.00

71,428.80

28,202.50

97,631.30

*approved
for order change
work =*

O.C. JONES & SONS, INC.

Project: MOUNT UMUNHUM RD REHAB PROJECT

General: MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

OCJ Job 216515

Date 01/12/17

Work Complete Thru 12/31/16

Progress Estimate No. 3

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	TO DATE AMOUNT
NET AMOUNT OF ESTIMATE												
								1,357,147.20		497,847.50		1,854,994.70

O.C. JONES & SONS, INC.

1520 Fourth Street
Berkeley, CA 94710
Direct Line: (510) 809-3422
Direct Fax: (510) 809-3522
ssharma@ocjones.com

LETTER OF TRANSMITTAL

TO: MIDPENINSULA REGIONAL OPEN SPACE (650) 691-1200 SUBJECT: MOUNT UMUNHUM RD REHAB PROJECT
330 DISTEL CIRCLE OCJ Job No. 216515
LOST ALTOS, CA 94022-1404 zalexander@openspace.org

ATTN: ZACHARY ALEXANDER

DATE: January 12, 2017

No. of Copies	WE SEND YOU THE FOLLOWING DOCUMENTS FOR ACTION OR USE AS INDICATED	For Your Files or Information	Sign & Return Both Copies for Our Signature	Returned Signed as Requested	For Approval or Action	For Your Review and Comment	Returned as Requested	See Note Below
1	REVISED DECEMBER BILLING PACKAGE	XX			XX			XX
1	UNCONDITIONAL PROGRESS THRU 10/31/16							

NOTES: Please let me know if you need any additional information in order to process our payment. Original to follow via mail. Thank you.

Sincerely,
O.C. JONES & SONS, INC.

Sushila Sharma

Project Administrator

or near the stream, and the temporary de-watering of the stream using a diversion structure. Each of those three activities together would constitute one project for the purpose of calculating the fee under this section because they are all related to the single purpose of constructing one bridge at one location. By contrast, the construction of three bridges and two culverts across a stream at five different locations would not constitute one project, but instead would constitute five projects, even if each structure were to provide access to a common development site or were physically connected to each other by a road.

"Project" does not mean project as defined in Section 21065 of the Public Resources Code or Section 15378 of Title 14 of the California Code of Regulations.

"Standard agreement" means any agreement other than an agreement for gravel, rock, or sand extraction, an agreement for timber harvesting, an agreement for routine maintenance, a master agreement, or a master agreement for timber operations.

FEES CALIFORNIA DEPT. OF FISH & WILDLIFE
LAKE & STREAM BED ALTERATION AGREEMENT
Standard Agreement

Date: 11/21/16

Batch#: _____

Vendor: _____

PO: _____

G/L Account: 30-30-320-8204.02

Project: MAA 22-1 HENDRYS CREEK RESTORATION

Approved by: BA

Fee if the term of the agreement is five years or less:

\$561.00 if the project costs less than \$5,000.

\$704.00 if the project costs from \$5,000 to less than \$10,000.

\$1,405.00 if the project costs from \$10,000 to less than \$25,000.

\$2,109.00 if the project costs from \$25,000 to less than \$100,000.

\$3,095.00 if the project costs from \$100,000 to less than \$200,000.

\$4,198.00 if the project costs from \$200,000 to less than \$350,000.

\$5,000.00 if the project costs \$350,000 or more.

Fee submittal: If the entity requests an agreement with a term of five years or less, the applicable fee specified above shall be submitted with the notification.

Fee if the term of the agreement is a Long-term agreement, longer than five years:

\$6,750.00 base fee, plus:

\$561.00 if the project costs less than \$5,000.

\$704.00 if the project costs from \$5,000 to less than \$10,000.

\$1,405.00 if the project costs from \$10,000 to less than \$25,000.

\$2,109.00 if the project costs from \$25,000 to less than \$100,000.

\$3,095.00 if the project costs from \$100,000 to less than \$200,000.

\$4,198.00 if the project costs from \$200,000 to less than \$350,000.

\$6,328.00 if the project costs from \$350,000 to less than \$500,000.

\$11,249.00 if the project costs \$500,000 or more.

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
LAKE AND STREAMBED ALTERATION
AGREEMENTS AND FEES**

EFFECTIVE OCTOBER 1, 2016

Note: Authority cited: Sections 713, 1609, and 12029, Fish and Game Code; and Section 21089, Public Resources Code. Reference: Sections 713, 1605, 1609, and 12029, Fish and Game Code; and Sections 4629.6(c) and 21089, Public Resources Code.

DEFINITIONS

The following definitions apply:

"Activity" means any activity that by itself would be subject to the notification requirement in subdivision (a) of Section 1602 of the Fish and Game Code.

"Agreement" means a lake or streambed alteration agreement issued by the department.

"Agreement for routine maintenance" means an agreement that:

(A) covers only multiple routine maintenance projects that the entity will complete at different time periods during the term of the agreement; and

(B) describes a procedure the entity shall follow to complete any maintenance projects the agreement covers.

"Agreement for timber harvesting" means an agreement of five years or less that covers one or more projects that are included in a timber harvesting plan approved by the California Department of Forestry and Fire Protection.

"Department" means the California Department of Fish and Wildlife.

"Extension" means either a renewal of an agreement executed prior to January 1, 2004, or an extension of an agreement executed on or after January 1, 2004.

"Major amendment" means an amendment that would significantly modify the scope or nature of any project covered by the agreement or any measure included in the agreement to protect fish and wildlife resources, or require additional environmental review pursuant to Section 21000 et seq. of the Public Resources Code or Section 15000 et seq., Title 14, California Code of Regulations, as determined by the department.

"Master agreement" means an agreement with a term of greater than five years that:

(A) covers multiple projects that are not exclusively projects to extract gravel, sand, or rock; not exclusively projects that are included in a timber harvesting plan approved by the California Department of Forestry and Fire Protection; or not exclusively routine

maintenance projects that the entity will need to complete separately at different time periods during the term of the agreement and for which specific detailed design plans have not been prepared at the time of the original notification; and

- (B) describes a procedure the entity shall follow for construction, maintenance, or other projects the agreement covers.
- (C) An example of a project for which the department would issue a master agreement is a large-scale development proposal comprised of multiple projects for which specific, detailed design plans have not been prepared at the time of the original notification. The master agreement will specify a process the department and entity will follow before each project begins and may identify various measures the entity will be required to incorporate as part of each project in order to protect fish and wildlife resources. The process specified in the master agreement may require the entity to notify the department before beginning any project the agreement covers and to submit the applicable fee. After the department receives the notification, it will confirm that the master agreement covers the project and propose measures to protect fish and wildlife resources in addition to any included in the master agreement, if such measures are necessary for the specific project. By contrast, if the large-scale development proposal is comprised of, for example, multiple residences, golf courses, and associated infrastructure projects for which specific, detailed design plans have been prepared by the time the entity notifies the department and the entity is ready to begin those projects, the entity may obtain a standard agreement only.

"Master agreement for timber operations" means an agreement with a term of greater than five years that:

- (A) covers timber operations on timberland that are not exclusively projects to extract gravel, sand, or rock; not exclusively projects that are included in a timber harvesting plan approved by the California Department of Forestry and Fire Protection; or not exclusively routine maintenance projects that the entity will need to complete separately at different time periods during the term of the agreement; and
- (B) describes a procedure the entity shall follow for construction, maintenance, or other projects the agreement covers. For the purposes of this definition, "timberland" and "timber operations" have the same meaning as those terms are defined in sections 4526 and 4527 of the Public Resources Code, respectively.

"Minor amendment" means an amendment that would not significantly modify the scope or nature of any project covered by the agreement or any measure included in the agreement to protect fish and wildlife resources, as determined by the department, or an amendment to transfer the agreement to another entity by changing the name of the entity to the name of the transferee.

"Project" means either of the following as determined by the department:

- (A) One activity. An example of such a project is one that is limited to the removal of riparian vegetation at one location along the bank of a river, stream, or lake that will substantially change the bank.
- (B) Two or more activities that are interrelated and could or will affect similar fish and wildlife resources. An example of such a project is the construction of one bridge across a stream that requires the removal of riparian vegetation, the installation of abutments in

or near the stream, and the temporary de-watering of the stream using a diversion structure. Each of those three activities together would constitute one project for the purpose of calculating the fee under this section because they are all related to the single purpose of constructing one bridge at one location. By contrast, the construction of three bridges and two culverts across a stream at five different locations would not constitute one project, but instead would constitute five projects, even if each structure were to provide access to a common development site or were physically connected to each other by a road.

"Project" does not mean project as defined in Section 21065 of the Public Resources Code or Section 15378 of Title 14 of the California Code of Regulations.

"Standard agreement" means any agreement other than an agreement for gravel, rock, or sand extraction, an agreement for timber harvesting, an agreement for routine maintenance, a master agreement, or a master agreement for timber operations.

FEES

Standard Agreement

Fee if the term of the agreement is five years or less:

\$561.00 if the project costs less than \$5,000.

\$704.00 if the project costs from \$5,000 to less than \$10,000.

\$1,405.00 if the project costs from \$10,000 to less than \$25,000.

\$2,109.00 if the project costs from \$25,000 to less than \$100,000.

\$3,095.00 if the project costs from \$100,000 to less than \$200,000.

\$4,198.00 if the project costs from \$200,000 to less than \$350,000.

\$5,000.00 if the project costs \$350,000 or more.

Fee submittal: If the entity requests an agreement with a term of five years or less, the applicable fee specified above shall be submitted with the notification.

Fee if the term of the agreement is a Long-term agreement, longer than five years:

\$6,750.00 base fee, plus:

\$561.00 if the project costs less than \$5,000.

\$704.00 if the project costs from \$5,000 to less than \$10,000.

\$1,405.00 if the project costs from \$10,000 to less than \$25,000.

\$2,109.00 if the project costs from \$25,000 to less than \$100,000.

\$3,095.00 if the project costs from \$100,000 to less than \$200,000.

\$4,198.00 if the project costs from \$200,000 to less than \$350,000.

\$6,328.00 if the project costs from \$350,000 to less than \$500,000.

\$11,249.00 if the project costs \$500,000 or more.

Fee submittal: If the entity requests an agreement with a term longer than five years, the base and the applicable project fee specified above shall be submitted with the notification.

For the purpose of this subsection, project cost means the cost to complete each project for which notification is required. Project costs shall include, but are not limited to, the cost of all investigations, surveys, designs, labor, and materials required to complete the project.

A notification for a standard agreement should identify only one project.

If an entity chooses to identify more than one project in a single notification, the fee shall be calculated by adding the separate fees for each project. For example, if a notification identifies three projects, one of which will cost less than \$5,000 to complete, one of which will cost \$7,500 to complete, and one of which will cost \$17,500 to complete, the fee for the first project would be \$561.00, the fee for the second project would be \$704.00, and the fee for the third project would be \$1,405.00. Hence, the total fee the entity would need to submit with the notification that identifies those three projects would be \$2,670.00.

Notwithstanding the above, the department may require the entity to separately notify the department for one or more of the projects included in the original notification based on their type or location. If the department requires the entity to separately notify the department for one or more of the projects included in the original notification, the department shall return the original notification and fee to the entity, after which the entity may submit to the department separate notifications and a fee for each project.

An entity may not obtain a standard agreement for any project identified in the notification that qualifies for an agreement for gravel, rock, or sand extraction, an agreement for timber harvesting, an agreement for routine maintenance, a master agreement, or a master agreement for timber operations unless the department agrees otherwise.

Agreement for Gravel, Sand, or Rock Extraction

Any agreement for commercial or non-commercial mining or extraction of gravel, sand, rock, or other aggregate material.

Fee if the term of the agreement is five years or less:

\$1,405.00 if the annual extraction volume identified in the notification is less than 500 cubic yards.

\$2,812.00 if the annual extraction volume identified in the notification is 500 to less than 1,000 cubic yards.

\$5,000 if the annual extraction volume identified in the notification is 1,000 or more cubic yards.

Fee submittal: If the entity requests an agreement with a term of five years or less, the applicable fee specified above shall be submitted with the notification.

Fee if the term of the agreement is longer than five years:

\$28,123.00 base fee, plus an annual fee of \$2,812.00.

Fee submittal: If the entity requests an agreement with a term longer than five years, the base fee shall be submitted with the notification, and the annual fee shall be submitted as specified in the agreement.

Agreement for Timber Harvesting

Pursuant to subdivision (c) of Section 4629.6 of the Public Resources Code, no fee shall be required if the department received the notification after July 1, 2013. This includes a notification made to the department pursuant to Section 1602 or Section 1611 of the Fish and Game Code.

Agreement for Routine Maintenance

Fee if the term of the agreement is five years or less:

\$3,376.00 base fee, plus \$281.00 for each maintenance project completed per calendar year.

Fee if the term of the agreement is longer than five years:

\$6,750.00 base fee, plus \$281.00 for each maintenance project completed per calendar year.

Fee submittal: The base fee shall be submitted with the notification, and the project fee shall be submitted as specified in the agreement.

Master Agreement

Fee: \$84,368.00 base fee, plus:

An annual fee of \$7,030.00, unless the department specifies otherwise.

\$704.00 for each project the agreement covers, unless the department specifies otherwise.

Fee submittal: The base fee shall be submitted with the notification. The annual fee and project fee shall be submitted as specified in the agreement.

Timber Master Agreement

Pursuant to subdivision (c) of Section 4629.6 of the Public Resources Code, no fee shall be required if the department received the notification after July 1, 2013. This includes a notification made to the department pursuant to Section 1602 or Section 1611 of the Fish and Game Code.

Additional Fee for Marijuana Cultivation Sites That Require Remediation

If the purpose of an agreement, or major amendment to an agreement, is to remediate a marijuana cultivation site, the entity shall submit the applicable fee below, which shall be in addition to the fee for the agreement or major amendment, in accordance with subdivision (d) of Section 12029 of the Fish and Game Code.

Fee:

\$3,000.00 if the total remediation area is less than or equal to 1,000 square feet as determined by the department.

\$5,000.00 if the total remediation area is greater than 1,000 square feet as determined by the department.

Fee submittal: The fee specified above shall be submitted with the notification or amendment request by separate check or other method of payment.

Extensions for Agreements

To request an extension for an existing agreement, complete an Extension Request Form, and submit to the appropriate department Regional office with the proper fee. An extension request must be made prior to expiration date of the agreement. An extension is not an amendment.

Fee: \$562.00.

Fee submittal: The fee specified above shall be submitted with the request for an extension.

Amendments

The holder of a Lake or Streambed Alteration Agreement may request the department to amend the agreement, provided the request is submitted to the department in writing prior to the agreement's expiration. To request an amendment for an existing agreement, complete an Amendment Request Form, and submit to the appropriate department Regional office with the proper fee. A project may not be added to an agreement by amendment unless the agreement specifies otherwise.

Minor Amendments -

Fee: \$421.00.

Major Amendments -

Fee: \$1,405.00.

Fee submittal: The fee specified above shall be submitted with the request for an amendment.

California Environmental Quality Act (CEQA)

When the department is required to act as lead agency to administer and enforce Sections 1600-1616 of the Fish and Game Code, the department may charge and collect a reasonable fee from the entity to recover its estimated CEQA-related costs in accordance with Section 21089 of the Public Resources Code. The department may recover its estimated CEQA-related costs by collecting from the entity one or more deposits.

Payment of Fees

The department may refuse to process a notification, or a request for an extension, or a request for a minor or major amendment until the department receives the proper fee or fees.

Method of Payment.

Any fee specified herein shall be made to the Department of Fish and Wildlife by check, money order, or credit card accepted by the department.

To pay a fee by credit card, the department's Credit Card Payment Authorization Form (DFW 1443b (8/15)) shall be completed in full and submitted to the department with the notification form, request for an extension, or request for a minor or major amendment, unless the fee is paid in person at one of the department region offices. The form is available on the internet at: www.wildlife.ca.gov/Conservation/LSA/Forms.

If the fee is paid by credit card, the department shall assess a separate credit card processing fee of 1.6% to recover handling costs and credit card company charges.

Refunds

The department may not refund or return any fee specified herein except as specified below.

- (A) If an entity requests an agreement with a term longer than five years and the department denies the entity's request, the department shall return the fees paid and instruct the entity to submit the applicable fee for an agreement with a term of five years or less.
- (B) If an entity identifies more than one project in a single notification, and the department requires the entity to separately notify the department for one or more of the projects in accordance with subsection (b)(4)(A), the department shall return to the entity the fee with the original notification.
- (C) If after receiving a notification the department determines that the fee submitted was more than the amount required, the department shall refund to the entity the excess amount.
- (D) If after receiving a notification the department determines that notification is not required because the project is not subject to subdivision (a) of Section 1602 of the Fish and Game Code, the department shall refund to the entity any fees submitted with the notification.

Type of Agreement

The department shall determine at its sole discretion the type of agreement the entity may obtain for a project or projects.



State of California – The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
7329 Silverado Trail
Napa, CA 94558
(707) 944-5500
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



January 3, 2017

Ms. Meredith Manning
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022

Subject: Incomplete Notification of Lake or Streambed Alteration
Notification No. 1600-2016-0381-R3
Hendrys Creek Restoration Project

Dear Ms. Manning:

On December 6, 2016, the California Department of Fish and Wildlife ("Department") received your Notification of Lake or Streambed Alteration ("Notification"). On January 3, 2017 the Department determined that your Notification is incomplete because the information checked below is either missing or insufficient. To complete your Notification, please review the Notification instructions and provide the following notification sections, **along with a copy of this letter**, to the Department.

- ☐ *Section 4:* Agreement term requested
- ☐ *Section 5:* Agreement type
- ☒ *Section 6: Notification fee.* The Hendrys Creek Restoration Project includes many components. Notification fees are based upon each "project" which are distinct activities; see the attached fee schedule for the definition. Please itemize each component, or "project", apply the applicable fee, and provide a payment. As an example, each bridge or ford crossing to be removed or replaced is a separate project. Riparian plantings associated with each of these "projects" would not be a separate project.
- ☐ *Section 7:* Prior notification order
- ☐ *Section 8:* Project location, map, and directions from nearest highway
- ☐ *Section 8:* USGS quad map name, township/range, section, and ¼ section
- ☐ *Section 10:* Complete project description.
- ☐ *Section 10:* Project plans
- ☒ *Section 11A-D: Project impacts* The Notification indicates that the removal of 94 trees is a temporary impact. Please note that the Department considers tree removal to be a permanent impact. The Streambed Alteration Agreement will include appropriate compensatory mitigation for tree removal.
- ☐ *Sections 11E and 11F*

Conserving California's Wildlife Since 1870

- ☐ *Section 12:* Measures to protect fish, wildlife, and plants.
- ☐ *Section 13:* Permits issued
- ☐ *Section 14:* Environmental review documents.
- ☐ *Section 17:* Signature and date
- ☐ Notification Attachment: A ☐ B ☐ C ☐ D ☐
- ☐ Other:

Please note that you may not proceed with your project until your Notification is deemed complete, and you have obtained a Lake or Streambed Alteration Agreement, if required. If you have any questions regarding this matter or need additional information, please consult the "Notification Instructions" and/or "Questions and Answers" that were included in the notification materials. You may also contact Kristin Garrison, Environmental Scientist at (707) 944-5534 or Kristin.Garrison@wildlife.ca.gov. All material must be submitted by hardcopy to the Bay Delta Region at 7329 Silverado Trail, Napa, CA 94558.

Sincerely,



Brenda Blinn
Senior Environmental Scientist (Supervisory)
Bay Delta Region



State of California – Department of Fish and Wildlife
NOTIFICATION OF LAKE OR STREAMBED ALTERATION
FISH AND GAME CODE SECTION 1602
DFW 2023 (REV. 10/01/16) Page 1

FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
12-6-2016	\$ 4198.00	\$		1600-2016-0381-103
Assigned to: GARRISON		L.T. MOORE wdr. Jannette		

V#370100SD

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

1. APPLICANT PROPOSING PROJECT

Name				Fish & Wildlife
Business/Agency	Midpeninsula Regional Open Space District			DEC 05 2016
Mailing Address	330 Distel Circle			
City, State, Zip	Los Altos, CA 94022			Napa
Telephone	650-691-1200 ext 535	Fax	650.691.0485	
Email				

2. CONTACT PERSON (Complete only if different from applicant)

Name	Meredith Manning, Senior Planner		
Street Address	same as above		
City, State, Zip			
Telephone		Fax	
Email	mmanning@openspace.org		

3. PROPERTY OWNER (Complete only if different from applicant)

Name			
Street Address			
City, State, Zip			
Telephone		Fax	
Email			

4. PROJECT NAME AND AGREEMENT TERM

A. Project Name		Hendrys Creek Restoration Project		
B. Agreement Term Requested		<input checked="" type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)		
C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)	
2018	2022	4/15	10/31	120



5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, E, or F is checked, complete the specified attachment.

A.	<input checked="" type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)
B.	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A) Mine I.D. Number: _____
C.	<input type="checkbox"/> Timber Harvesting (Attachment B) THP Number: _____
D.	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) SWRCB Number: _____
E.	<input type="checkbox"/> Routine Maintenance (Attachment D)
F.	<input type="checkbox"/> Remediation of Marijuana Cultivation Sites (Attachment E)
G.	<input type="checkbox"/> Department Grant Programs Agreement Number: _____
H.	<input type="checkbox"/> Master
I.	<input type="checkbox"/> Master Timber Operations

6. FEES

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. *Note: The Department may not process this notification until the correct fee has been received.*

A. Project		B. Project Cost	C. Project Fee
1	Hendrys Creek Restoration Project	\$300,000	\$4,198.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (if applicable)	
		E. TOTAL FEE*	\$4,198.00

* Cash, check, and Visa or MasterCard payments are accepted. When payment is made by Visa or MasterCard, the "Total Fee Enclosed" must include an additional credit card processing fee of 1.6%. Credit card payment must be submitted with a completed Credit Card Payment Authorization Form (DFW 1443b (Rev. 8/15)) available online at: <https://www.wildlife.ca.gov/Conservation/LSA/Forms> or at a Department regional office.



7. PRIOR NOTIFICATION AND ORDERS

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?		
<input type="checkbox"/> Yes (Provide the information below) <input checked="" type="checkbox"/> No		
Applicant	Notification Number	Date
B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by the Department?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify the Department verbally rather than in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)		
<input type="checkbox"/> Continued on additional page(s)		

8. PROJECT LOCATION

A. Address or description of project location. (Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)				
The project is located at 20610 Aldercroft Heights Road, Los Gatos, 95033 (See Figure 2 - Location Map). From Highway 17 South take the Bear Creek Road exit. Turn right and cross over the freeway. Turn left to reenter the freeway heading north to access the Alma Bridge Road exit. Follow Alma Bridge Road across the dam at Lexington Reservoir, head upstream winding along the east side of the reservoir. Take a left on Aldercroft Heights Road.				
<input type="checkbox"/> Continued on additional page(s)				
B. River, stream, or lake affected by the project.		Hendrys Creek		
C. What water body is the river, stream, or lake tributary to?		Lexington Reservoir		
D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
E. County	Santa Clara County			
F. USGS 7.5 Minute Quad Map Name	G. Township	H. Range	I. Section	J. ¼ Section
Los Gatos	9S	1W	3,4 & 9	n/a
<input type="checkbox"/> Continued on additional page(s)				
K. Meridian (check one)	<input type="checkbox"/> Humboldt <input checked="" type="checkbox"/> Mt. Diablo <input type="checkbox"/> San Bernardino			
L. Assessor's Parcel Number(s)				
558-27-007, 558-27-008, & 558-51-005				
<input type="checkbox"/> Continued on additional page(s)				



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M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)			
Latitude/Longitude	Latitude: 37° 10' 10.40" N		Longitude: 121° 58' 42.10" W
	<input checked="" type="checkbox"/> Degrees/Minutes/Seconds	<input type="checkbox"/> Decimal Degrees	<input type="checkbox"/> Decimal Minutes
UTM	Easting:	Northing:	<input type="checkbox"/> Zone 10 <input type="checkbox"/> Zone 11
Datum used for Latitude/Longitude or UTM		<input type="checkbox"/> NAD 27	<input checked="" type="checkbox"/> NAD 83 or WGS 84

9. PROJECT CATEGORY

WORK TYPE	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR-MAINTAIN-OPERATE EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat dock/pier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal: pond, stream, or marina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
flood control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing: horizontal directional drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion without facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion with facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify): restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



10. PROJECT DESCRIPTION

A. Describe the project in detail. Include photographs of the project location and immediate surrounding area.

- Written description of all project activities with detailed step-by-step description of project implementation.
- Include any structures (e.g., rip-rap, culverts) that will be placed or modified in or near the stream, river, or lake, and any channel clearing.
- Specify volume, and dimensions of all materials and features (e.g., rip rap fields) that will be used or installed.
- If water will be diverted or drafted, specify the purpose or use.
- Enclose diagrams, drawings, plans, and maps that provide all of the following: site specific construction details; dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, stockpile areas, areas of temporary disturbance, and where the equipment/machinery will access the project area.

The Hendrys Creek Restoration Project will make enhancements along $\frac{3}{4}$ miles of the watershed through removal of 14 in-stream structures and associated fill (bridges, culverts and blockages) and removal of the road along Hendrys Creek and tributaries (See Attachment 1 - 95% Plans and Attachment 2 - Project Report). The project will convert a road up the valley bottom to a trail for temporary ATV access for use during plant establishment. The creek and tributaries will be recontoured in these impacted areas to restore the hydrologic connection of tributaries to Hendrys Creek, which has been lost or significantly altered as a result of road construction to support a former small community of homes, trailers, and other outbuildings within the canyon. These earthwork elements of the project are intended to restore the geomorphic function of the watershed by reconnecting tributary channels to Hendrys Creek and to their own floodplains, reduce diversion potential at road/stream crossings and reduce the potential for erosion and subsequent sediment flow to Lexington Reservoir (See Figure 3 – Watershed Map).

For additional details see additional page 10.

☒ Continued on additional page(s)

B. Specify the equipment and machinery that will be used to complete the project.

The project will be undertaken using earth moving equipment including excavators, bulldozers, and dump trucks along with smaller equipment in limited access areas such as bobcats, and backhoes.

☐ Continued on additional page(s)

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).

☐ Yes ☐ No (Skip to box 11)

D. Will the proposed project require work in the wetted portion of the channel?

☒ Yes (Enclose a plan to divert water around work site)
☐ No



11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

For details see additional page 11.

☒ Continued on additional page(s)

B. Will the project affect any vegetation?

☒ Yes (Complete the tables below) ☐ No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
Sycamore Riparian Forest with alder, bay, big leaf maple	Linear feet: <u>Maximum 900</u> Total area: <u>Max 0.497</u>	Linear feet: <u>0</u> Total area: <u>0</u>
See Add'l Page 12 for breakdown.	Linear feet: _____ Total area: _____	Linear feet: <u>0</u> Total area: <u>0</u>

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
Native - Riparian Woodland	40 min to 87 max	2" to 28"
Non-native - Fruit Trees	4 min to 7 max	2" to 6"
See Add'l Page 13 for details.		

☒ Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

☐ Yes (List each species and/or describe the habitat below) ☒ No ☐ Unknown

☐ Continued on additional page(s)

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

See list of sources on Additional Page 13.

☒ Continued on additional page(s)

E. Has a biological study been completed for the project site?

☒ Yes (Enclose the biological study) ☐ No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.



F. Has a hydrological study been completed for the project or project site?

☐ Yes (Enclose the hydrological study) ☒ No

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.

G. Have fish or wildlife resources or waters of the state been mapped or delineated on the project site?

☒ Yes (Enclose the mapped results) ☐ No

Note: Check "yes" if fish and wildlife resources or waters of the state on the project site have been mapped or delineated. "Wildlife" means and includes all wild animals, birds, plants, fish, amphibians, reptiles and related ecological communities, including the habitat upon which the wildlife depends." (Fish & G. Code, § 89.5.) If "yes" is checked, submit the mapping or delineation. If the mapping or delineation is in digital format (e.g., GIS shape files or KMZ), you must submit the information in this format for the Department to deem your notification complete. If "no" is checked, or the resolution of the mapping or delineation is insufficient, the Department may request mapping or delineation (in digital or non-digital format), or higher resolution mapping or delineation for the Department to deem the notification complete.

12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

See Additional Page 13.

☒ Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

See Additional Page 14.

☒ Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

See Additional Page 14.

☒ Continued on additional page(s)



13. PERMITS

List any local, State, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

- A. USACE Nationwide Permits ☒ Applied ☐ Issued
- B. RWQCB 401 Water Quality Certification ☒ Applied ☐ Issued
- C. _____ ☐ Applied ☐ Issued
- D. Unknown whether ☐ local, ☐ State, or ☐ federal permit is needed for the project. (Check each box that applies)

☐ Continued on additional page(s)

14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Protection Act (NEPA)?

☒ Yes (Check the box for each CEQA or NEPA document that has been prepared and enclose a copy of each.)

☐ No (Check the box for each CEQA or NEPA document listed below that will be or is being prepared.)

☐ Notice of Exemption

☒ Mitigated Negative Declaration

☐ NEPA document (type): _____

☒ Initial Study

☐ Environmental Impact Report

☐ Negative Declaration

☒ Notice of Determination (Enclose)

☐ THP/ NTMP

☒ Mitigation, Monitoring, Reporting Plan

B. State Clearinghouse Number (if applicable) 2105032064

C. Has a CEQA lead agency been determined? ☒ Yes (Complete boxes D, E, and F) ☐ No (Skip to box 14.G)

D. CEQA Lead Agency Midpeninsula Regional Open Space District

E. Contact Person Meredith Manning

F. Telephone Number 650.690.1200 4535

G. If the project described in this notification is not the "whole project" or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs., tit. 14, § 15378).

☐ Continued on additional page(s)

H. Has a CEQA filing fee been paid pursuant to Fish and Game Code section 711.4?

☒ Yes (Enclose proof of payment)

☐ No (Briefly explain below the reason a CEQA filing fee has not been paid)

See Attachment 4 - IS/MND, MMP and NOD.

Note: If a CEQA filing fee is required, the Lake or Streambed Alteration Agreement may not be finalized until paid.



15. SITE INSPECTION

Check one box only.

- ☐ In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.
- ☒ I request the Department to first contact (*insert name*) Meredith Manning, Senior Planner
at (*insert telephone number*) 650-691-1200, ext 535 to schedule a date and time
to enter the property where the project described in this notification will take place. I understand that this may
delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required
and/or the Department's issuance of a draft agreement pursuant to this notification.

16. DIGITAL FORMAT

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

- ☒ Yes (Please enclose the information via digital media with the completed notification form)
- ☐ No

17. SIGNATURE

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

Signature of Applicant or Applicant's Authorized Representative

December 2, 2016

Date

Meredith Manning, Senior Planner

Print Name



Keep this portion for your records

California Department of Transportation
(916) 227-4227
Toll Free: (800) 404-7787

USE THE ENVELOPE

PROVIDED to mail the check

Batch: 2017-790

Description: First invoice under Caltrans

PO# 2017-242

Co-op Agreement

G/L Account 30-80-830-8201.01

Project# MAA 20-1

Approved By: JA

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT
330 DISTEL CIRCLE
LOS ALTOS CA 940221404

Invoice Number: 17004848
Invoice Date: 01-11-17

Amount Due: \$30,000.00

Invoice Description

Coop 04-2630, EA:2K580, Proj 0416000534, phase K
Project Initiation Document (PID) for Constructing one wildlife
crossing and one recreational trail crossing of Hwy 17.

Per Article 17 of Co-op Agreement, City to pay Caltrans initial
deposit. This invoice represents initial deposit of \$30,000.

For Questions, please contact Nilesh Modi at (916) 227-9208.

Return this portion with your payment

State of California
Department of Transportation
ATTN: Cashiering Office
PO Box 168019
Sacramento CA 95816-8019

Make check payable to Department of Transportation

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT
330 DISTEL CIRCLE
LOS ALTOS CA 940221404

Amount: \$30,000.00
Invoice Number: 17004848

17004848 000 00000003000000 8



Midpeninsula Regional
Open Space District

R-16-147
Meeting 16-28
November 9, 2016

AGENDA ITEM 4

AGENDA ITEM

Resolution and Approval of Caltrans Cooperative Agreement for Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project

GENERAL MANAGER'S RECOMMENDATION

Adopt a Resolution approving the Caltrans Cooperative Agreement (Agreement) and authorizing the General Manager to enter into the Agreement for a not-to-exceed amount of \$165,000 to fund Caltrans' oversight of the development of a Project Initiation Document for the Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project.

SUMMARY

At the August 24, 2016 Board meeting (R-16-105) the Midpeninsula Board of Directors authorized the General Manager to enter into a Cooperative Agreement with Caltrans in a not-to-exceed amount of \$165,000 to fund Caltrans' oversight of the development of a Project Initiation Document for the Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project. As a result of that decision, the District has received two copies of the Agreement from Caltrans for signature. Following the August 24, 2016, Board approval, District staff learned that Caltrans requires a Board-adopted resolution approving the Agreement and authorizing its execution. As a result, the Board action recommended by the General Manager for November 9, 2016, is the formality of adopting the required resolution. The recommended resolution is provided as Attachment 1. The previously approved Cooperative Agreement and accompanying Board report from August 24, 2016, are provided as Attachments 2 and 3.

DISCUSSION

Both components of the Project (a designated wildlife crossing and a designated Bay Area Ridge Trail crossing) are proposed within the Right of Way of State Highway 17, requiring Caltrans oversight and approval. Preparing a Project Initiation Document (PID) is the first step in the Caltrans project review process. The District has requested that a PID document be developed for the project and has agreed to develop and fund the PID's costs and fees, including costs to reimburse Caltrans. Payment of these costs by the project proponent is standard and required for a non-Caltrans initiated project. During the PID phase, Caltrans will oversee the development of a document that describes all aspects of the project and facilitates review of the Preliminary Alternatives to assist the District in selecting the Preferred Alternative(s). Once the PID phase is complete, preferred alternatives for the crossing structures will be selected and advanced to the next phases of the Caltrans project development process which entails preparation of more detailed design, engineering studies, and California Environmental Quality Act (CEQA), and if required, National Environmental Policy Act (NEPA) review.

FISCAL IMPACT

Adoption of the resolution approving the Caltrans Cooperative Agreement does not carry any additional fiscal impact to the Board's agreement authorization on August 24, 2016. The Caltrans Cooperative Agreement for oversight of a consultant-prepared PID will cost a not-to-exceed amount of \$165,000. This fiscal impact is described further in the August 24, 2016 Board Report provided as Attachment 2.

	FY 2017	FY 2018
MAA 20-001 Natural Resources Budget	\$270,300	
Spent to Date (as of 9/30/16):	\$8,551	
Caltrans Cooperative Agreement:	\$41,250	\$123,750
*TrailPeople Contract:	\$177,397	\$44,915
Budget Remaining:	\$43,102	

*\$77,348 expensed in FY 2016

Measure AA

This project will be eligible for MAA reimbursement. Portfolio 20--*South Bay Foothills: Wildlife Passage and Ridge Trail Improvements* as identified in the Measure AA Ordinance Expenditure Plan, which allocated \$13,966,000 to the portfolio. The 5-year Measure AA Project List was approved by the Board on October 29, 2014 which included the Highway 17 Wildlife Passage as a priority. This project is identified as *MAA 20-1 Wildlife Passage Improvements: Highway 17* and *MAA 20-2 Bay Area Ridge Trail Crossing: Highway 17* in the Action Plan.

The following table is provided to outline the Measure AA Portfolio budget, costs to date, and the fiscal implications related to the Highway 17 Wildlife Passage Structures & Bay Area Ridge Trail Crossing project:

MAA 20 Portfolio Appropriation	\$13,966,000
Life-to-Date Spent:	\$98,989
FY 2017 Highway 17 Wildlife Passage Structures & Bay Area Ridge Trail Crossing Project:	\$295,300
Balance Remaining (Proposed):	\$13,571,711

BOARD COMMITTEE REVIEW

The Project Alternatives were presented to the full Board on July 27, 2016. A Planning and Natural Resources Committee Meeting and Public Open House was held on August 2, 2016. The Open House was an opportunity for Committee members and the public to learn more about the Project, the Preliminary Alternatives Report, and to ask staff and the consultants questions to help them better understand the project. The Project will return to the Committee during the PID phase, currently scheduled for mid to late FY2016-17, for a full discussion of the alternatives and to decide what recommendations to forward to the full Board.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

Entering into Cooperative Agreement is not subject to the California Environmental Quality Act (CEQA) as executing the terms of the agreement does not commit either agency to implement a project, but only to study project alternatives and to ultimately select preferred alternatives. Whatever options are recommended as result of this Agreement will be subject to CEQA as the project progresses into the next phase, which will be covered under a separate agreement with Caltrans.

NEXT STEPS

Upon execution of the Cooperative Agreement, staff will meet with Caltrans and begin the process to complete the PID. Upon completion of the PID, preferred alternatives for the two crossing structures will be selected and advanced to the next phases of the Caltrans project development process which entails preparation of more detailed design, engineering studies, and environmental review.

Attachments

1. Resolution
2. Board Report (R-16-105) previously authorizing this agreement
3. Caltrans Cooperative Agreement signed by the General Manager

Responsible Department Head:

Kirk Lenington, Natural Resources Department

Prepared by:

Julie Andersen, Resource Specialist III, Natural Resources Department

RESOLUTION 16-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT UTHORIZING
ENTERING INTO A COOPERATIVE AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR
PREPARATION OF A PROJECT SCOPING REPORT FOR WILDLIFE
AND RECREATIONAL TRAIL CROSSINGS ON HIGHWAY 17**

BE IT RESOLVED that the Board of Directors of the Midpeninsula Regional Open Space District hereby;

1. **ADOPTS** the staff report and recommendations dated November 9, 2016.
2. **AUTHORIZES** entering into a Cooperative Agreement with the California Department of Transportation for preparation of a project scoping report for wildlife and recreational trail crossings on Highway 17.
3. **AUTHORIZES** the Executive Officer to do any and all acts necessary to carry out this resolution and any recommendations by the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on October 26, 2016, at a regular meeting thereof, by the following vote:

* * * * *

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

Secretary
Board of Directors

President
Board of Directors

APPROVED AS TO FORM:

General Counsel

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors

of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.

District Clerk



Midpeninsula Regional
Open Space District

R-16-105
Meeting 16-20
August 24, 2016

AGENDA ITEM 3

AGENDA ITEM

Caltrans Cooperative Agreement for Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project

GENERAL MANAGER'S RECOMMENDATION

A handwritten signature in black ink, appearing to be "SAP".

Authorize the General Manager to enter into a Cooperative Agreement with Caltrans in a not-to-exceed amount of \$165,000 to fund Caltrans' oversight of the development of a Project Initiation Document for the Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project.

SUMMARY

The Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project (Project) was identified as a high priority during development of the District's 2014 Vision Plan and funding for this project was included in the Measure AA Ordinance Expenditure Plan. In February of 2016, the District began a feasibility study for the Project to identify Preliminary Alternatives. A Preliminary Alternatives Report (Report) was completed in July 2016. The Report includes conceptual designs and rough order of magnitude costs for four project alternatives. Since January of 2015, District staff has met with Caltrans to discuss the overall project, review the study area, share information and to discuss roles and define the relationship for the project going forward. Caltrans has identified that entering into a Cooperative Agreement is warranted at this time to advance the Project within their agency.

DISCUSSION

Both components of the Project (a designated wildlife crossing and a designated Bay Area Ridge Trail crossing) are proposed within the Right of Way of State Highway 17, requiring Caltrans oversight and approval. Preparing a Project Initiation Document (PID) is the first step in the Caltrans project review process. The District has requested that a PID document be developed for the project and has agreed to develop and fund the PID's costs and fees, including costs to reimburse Caltrans. Payment of these costs by the project proponent is standard and required for a non-Caltrans initiated project. During the PID phase, Caltrans will oversee the development of a document that describes all aspects of the project and facilitates review of the Preliminary Alternatives to assist the District in selecting the Preferred Alternative(s). Once the PID phase is complete, preferred alternatives for the crossing structures will be selected and advanced to the next phases of the Caltrans project development process which entails preparation of more detailed design, engineering studies, and California Environmental Quality Act (CEQA), and if required, National Environmental Policy Act (NEPA) review.

FISCAL IMPACT

The Caltrans Cooperative Agreement for oversight of a consultant-prepared PID will cost a not-to-exceed amount of \$165,000. This amount will be paid out of the FY2016-17 Natural Resources Department Budget allocation of \$270,300 for the Highway 17 Wildlife Passage and Bay Area Ridge Trail Crossing Project. The PID development phase is the only phase which requires payment to Caltrans for oversight of a locally funded project.

The remaining budgeted amount of \$105,300 will be used to fund a separate consultant contract to prepare the PID document. Current estimates for consultant preparation of the PID exceed this amount, but staff will be working to reduce these consultant costs in conjunction with Caltrans as one of the first tasks under an executed Cooperative Agreement. Final consultant costs will be brought to the Board either as an amendment to the existing consultant contract or authorization of a new contract to complete this work.

Measure AA

This project will be eligible for MAA reimbursement. Portfolio 20--*South Bay Foothills: Wildlife Passage and Ridge Trail Improvements* as identified in the Measure AA Ordinance Expenditure Plan, which allocated \$13,966,000 to the portfolio. The 5-year Measure AA Project List was approved by the Board on October 29, 2014 which included the Highway 17 Wildlife Passage as a priority. This project is identified as *MAA 20-1 Wildlife Passage Improvements: Highway 17* and *MAA 20-2 Bay Area Ridge Trail Crossing: Highway 17* in the Action Plan.

BOARD COMMITTEE REVIEW

The Project Alternatives were presented to the full Board on July 27, 2016. A Planning and Natural Resources Committee Meeting and Public Open House was held on August 2, 2016. The Open House was an opportunity for Committee members and the public to learn more about the Project, the Preliminary Alternatives Report, and to ask staff and the consultants questions to help them better understand the project. The Project will return to the Committee during the PID phase, currently scheduled for mid to late FY2016-17, for a full discussion of the alternatives and to decide what recommendations to forward to the full Board.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

Entering into Cooperative Agreement is not subject to the California Environmental Quality Act (CEQA) as executing the terms of the agreement does not commit either agency to implement a project, but only to study project alternatives and to ultimately select preferred alternatives. Whatever options are recommended as result of this Agreement will be subject to CEQA as the project progresses into the next phase, which will be covered under a separate agreement with Caltrans.

NEXT STEPS

Upon execution of the Cooperative Agreement, staff will meet with Caltrans and begin the process to complete the PID. One of the first steps will be to meet with the current consultant team to refine their scope and fees required to complete the Caltrans PID. Once the consultant scope and costs are refined by the project team, staff anticipates returning to the Board to either amend the existing consultant contract or authorize a new contract to complete this work if costs cannot be contained with the existing consultant. Upon completion of the PID, preferred alternatives for the two crossing structures will be selected and advanced to the next phases of the Caltrans project development process which entails preparation of more detailed design, engineering studies, and environmental review.

Responsible Department Head:

Kirk Lenington, Natural Resources Department

Prepared by:

Julie Andersen, Resource Specialist III, Natural Resources Department

COOPERATIVE AGREEMENT

Project Study Report – Project Development Support (PSR-PDS)

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Midpeninsula Regional Open Space District, a public corporation/entity, referred to hereinafter as MROSD.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.
2. MROSD desires that a project initiation document (PID) be developed for *constructing one wildlife crossing and one recreational trail crossing of Highway 17* within the State Highway System (SHS), referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
5. MROSD is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.
6. CALTRANS will review and approve the PID prepared by MROSD; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps, will actively participate in the project delivery team (PDT) meetings, and will complete any work elements identified in the SCOPE SUMMARY of this Agreement. All CALTRANS' activities will be done as reimbursed work PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

ROLES AND RESPONSIBILITIES

7. MROSD will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of MROSD by a Civil Engineer registered in the State of California.
8. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement. MROSD will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at www.dot.ca.gov/hq/projmgmt/guidance.htm.
9. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
10. CALTRANS will complete a review of the draft PID and provide its comments to MROSD within sixty (60) calendar days from the date CALTRANS receives the draft PID from MROSD. MROSD will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by MROSD, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from MROSD.
11. After MROSD revises the PID to address all of CALTRANS' comments and submits a revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS receives the revised draft PID from MROSD. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, MROSD will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after MROSD provides the required data.

12. CALTRANS will perform its review and approval in accordance with the provisions of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that quality control/quality assurance (QC/QA) meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by MROSD under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
13. PID preparation, except as set forth in this Agreement, is to be performed by MROSD. Should MROSD request CALTRANS to perform any portion of PID preparation work except as otherwise set forth in this Agreement, MROSD shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.

INVOICE AND PAYMENT

14. MROSD agrees to pay CALTRANS, an amount not to exceed \$165,000.
15. CALTRANS will draw from state and federal funds that are provided by MROSD without invoicing MROSD when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
16. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
17. CALTRANS will invoice MROSD for a \$30,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
18. Thereafter, CALTRANS will submit to MROSD monthly invoices for estimated monthly costs based on the prior month's expenditures.
19. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
20. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then MROSD will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

21. If MROSD has received Electronic Funds Transfer (EFT) certification from CALTRANS then MROSD will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
22. If CALTRANS reimburses MROSD for any costs later determined to be unallowable, MROSD will reimburse those funds.
23. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

GENERAL CONDITIONS

24. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
25. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within PROJECT limits, PARTNER will notify CALTRANS within 24 hours of discovery.
26. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
27. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of MROSD in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.
28. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
29. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

30. Neither MROSD nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless MROSD and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
31. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by MROSD, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon MROSD under this Agreement. It is understood and agreed that MROSD, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by MROSD, its contractors, sub-contractors, and/or its agents under this Agreement.
32. If work is done under contract (not completed by MROSD's own employees) and is governed by the California Labor Code's definitions of a "public works" (section 1720(a)), MROSD will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
33. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
34. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other parties.

SCOPE SUMMARY – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Dina El-Tawansy, Regional Project Manager
111 Grand Avenue
Oakland, CA 94612

Office Phone: (510) 286-7236

Email: dina.el-tawansy@dot.ca.gov

The primary Agreement contact person for MROSD is:

Julie Andersen, Resource specialist III
330 Distel Circle
Los Altos, CA 94022

Office Phone: (650) 691-1200

Email: jandersen@openspace.org

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Helana (Lenka) Culik-Caro
Deputy District Director, Design

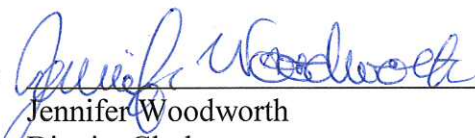
Certified as to funds:

By: _____
Jeffrey Armstrong
District Budget Manager

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT

By: 
Stephen E. Abbors
General Manager

Attest:

By: 
Jennifer Woodworth
District Clerk

Approved as to form and procedure:

By: 
Sheryl Schaffner
General Counsel

SCOPE SUMMARY

WORK ELEMENT	CALTRANS	MROSD	N/A
0.100.05.05.xx - Quality Management Plan		X	
0.100.05.05.xx - Risk Management Plan		X	
0.100.05.05.xx - Communication Plan		X	
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	X		
0.100.05.10.xx - Independent Quality Assurance (IQA)	X		
0.100.05.10.xx - Project Development Team Meetings	X	X	
1.150.05.05 - Review of Existing Reports Studies and Mapping		X	
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review		X	
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search		X	
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification		X	
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling		X	
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PID		X	
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition		X	
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information	X		
1.150.10.05 - Public/Local Agency Input		X	
1.150.15.05 - Right of Way Data Sheets		X	
1.150.15.10 - Utility Relocation Requirements Assessment		X	
1.150.15.15 - Railroad Involvement Determination		X	
1.150.15.25 - Preliminary Materials Report		X	
1.150.15.35 - Multimodal Review		X	

WORK ELEMENT	CALTRANS	MROSD	N/A
1.150.15.40 - Hydraulic Review		X	
1.150.15.50 - Traffic Studies		X	
1.150.15.55 - Construction Estimates		X	
1.150.20.05 - Initial Noise Study		X	
1.150.20.10 - Hazardous Waste Initial Site Assessment		X	
1.150.20.15 - Scenic Resource and Landscape Architecture Review		X	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		X	
1.150.20.50 - Initial Water Quality Studies		X	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		X	
1.150.20.65 - Initial Paleontology Study		X	
1.150.25.05 - Draft PID		X	
1.150.25.20 - PID Circulation, Review, and Approval	X		
1.150.25.25 - Storm Water Data Report		X	
1.150.35 - Required Permits During PID Development		X	
1.150.40 - Permit Identification During PID Development		X	
1.150.45 - Base Maps and Plan Sheets for PID		X	

HARRIS DESIGN


755 Folger Avenue
Berkeley CA 94710

T (510) 647-3792
F (510) 647-3712
office@hd-la.com

Invoice

Date	Invoice #
6/30/2017	16.04.07

Invoice Period
5/29-6/30/17

Project
16.04 Bear Creek

Client Reference

Bill to:

Midpeninsula Regional Space District
attn: Bryan Apple
330 Distel Circle
Los Altos, CA 94022

Date: 6/27/17
Batch#: 2017-1592
Vendor:
PO: 2017-128
G/L Account: 30-30-320-8201.01
Project: MAR 21-5 BCR PUBLIC ACCESS PHASE 1 (ALMAA COLLEGE PARKING)
Approved by: [Signature]

Item	Description	Qty	Rate	Amount
Additional Services	ASR 1 Task A Schematic Design		5,860.00	5,860.00
Additional Services	ASR 1 Task G Project Management		1,390.00	1,390.00
Basic Services	Task 4C 50% Submittal		5,215.00	5,215.00
Additional Services	Expanded Schematic Design Phase		6,864.00	6,864.00
Civil Engineer	FCE Invoice 5874 Basic Services Task 4B		275.00	275.00
Reimbursable Expenses	correction		-962.74	-962.74
Printing and Reproduction	ARC Invoice 1701979		109.48	109.48
Reimbursable Mark up	Reimbursable Mark up		15.00%	16.42
Printing and Reproduction	ARC Invoice 1713493		339.95	339.95
Reimbursable Mark up	Reimbursable Mark up		15.00%	50.99
Printing and Reproduction	Inkstone Invoice 601066		61.51	61.51
Reimbursable Mark up	Reimbursable Mark up		15.00%	9.23
Printing and Reproduction	Inkstone Invoice 600451		30.97	30.97
Reimbursable Mark up	Reimbursable Mark up		15.00%	4.65
Civil Engineer	FCE Invoice 5928 Basic Services Task 3		2,962.50	2,962.50
Civil Engineer	FCE Invoice 5928 Basic Services Task 4A		-1,730.00	-1,730.00
Civil Engineer	FCE Invoice 5928 Basic Services Task 4C		2,682.50	2,682.50
Civil Engineer	FCE Invoice 5928 additional - Culvert Feasibility Study		2,380.00	2,380.00
Civil Engineer	FCE Invoice 5928 ASR1 Task A Schematic Design		181.25	181.25
Subconsultant Administration	Subconsultant Administration		10.00%	18.13
Civil Engineer	FCE Invoice 5928 ASR1 Task G Project Management		412.50	412.50
Subconsultant Administration	Subconsultant Administration		10.00%	41.25
Civil Engineer	correction		-32.40	-32.40

Terms: Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1.5% (18% annually) until paid.

Total Invoice Amount

Harris Design Consultant Invoice Worksheet
 Bear Creek Preserve Phase 1 Public Access
 Invoice # 16.04.07
 Date of Invoice: 6/30/17
 Invoice Period: 5/29/17 - 6/30/17
 District Project Manager: Bryan Apple

BASIC SERVICES	TASK/PHASE NAME	CONTRACT BUDGET	AMOUNT INVOICED PRIOR TO CURRENT	AMOUNT FOR CURRENT INVOICE	TOTAL INVOICED AMOUNT	% OF BUDGET SPENT TO DATE	AMOUNT REMAINING
1	Topo Survey	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	100%	\$0.00
2	Geotechnical Report	\$ 7,775.00	\$ -		\$ -	0%	\$7,775.00
3	Culvert Study	\$ 3,275.00	\$ 300.00	\$ 2,962.50	\$ 3,262.50	100%	\$12.50
4A	Conceptual Design	\$ 31,340.00	\$ 33,102.40	\$ (1,762.40)	\$ 31,340.00	100%	\$0.00
4B	Schematic Design	\$ 27,730.00	\$ 24,130.90	\$ 3,210.00	\$ 27,340.90	99%	\$389.10
4C	DD/50% Construction Documents	\$ 33,680.00	\$ 10,785.00	\$ 8,357.50	\$ 19,122.50	57%	\$14,437.50
4D	90% Construction Documents	\$ 35,230.00	\$ -		\$ -	0%	\$35,230.00
4E	100% Construction Documents	\$ 17,250.00	\$ -		\$ -	0%	\$17,250.00
5	Drainage Report/SWPPP	\$ 4,380.00	\$ -		\$ -	0%	\$4,380.00
6	Regulatory Agency Coordination	Included in other tasks					
7	Bidding and Construction	\$ 42,286.00	\$ -		\$ -	0%	\$42,286.00
TOTAL - Professional Services		\$217,838.00	\$83,288.30	\$12,787.90	\$96,085.90	44%	\$121,759.10
Subconsultant Administration		\$ 650.00	\$ 1,612.74	\$ -392.74	\$ 650.00	100%	\$0.00
Reimbursable Expenses		\$ 3,500.00	\$ 617.99	\$623.20	\$ 1,241.19	35%	\$2,258.81
TOTAL BASIC SERVICES		\$221,988.00	\$85,529.03	\$12,428.06	\$97,987.09	44%	\$124,027.91
ADDITIONAL SERVICES FROM CONTINGENCY (no ASR)							
add 1	Design Charrette	\$ 9,313.00	\$ 9,313.00		\$ 9,313.00	100%	\$0.00
add 2	Culvert Replacement Project	\$ 5,790.00	\$ 1,890.00		\$ 1,890.00	33%	\$3,900.00
add 3	Expanded Schematic Design	\$ 15,505.00	\$ 8,641.00	\$ 6,864.00	\$ 15,505.00	100%	\$0.00
add 4	Undercrossing Feasibility Study	\$ 13,555.00	\$ 11,175.00	\$ 2,380.00	\$ 13,555.00	100%	\$ -
TOTAL - Additional Services from contingency		\$44,163.00	\$31,019.00	\$9,244.00	\$40,263.00	91%	\$3,900.00
ASR #1 UNDERCROSSING AND SPILLWAY							
Task A	Schematic Design	\$ 28,665.00	\$ -	\$ 6,041.25	\$ 6,041.25	23%	\$20,623.75
Task B	60% Design Development	\$ 33,175.00	\$ -		\$ -	0%	\$33,175.00
Task C	Agency Permitting	\$ 22,320.00	\$ -		\$ -	0%	\$22,320.00
Task D	90% Draft CD	\$ 28,395.00	\$ -		\$ -	0%	\$28,395.00
Task E	100% Final CD	\$ 18,743.00	\$ -		\$ -	0%	\$18,743.00
Task F	Construction Review	\$ 36,155.00	\$ -		\$ -	0%	\$36,155.00
Task G	Project Management	\$ 28,225.00	\$ -	\$ 1,802.50	\$ 1,802.50	7%	\$24,422.50
Task H	Culvert Replacement (optional)	\$ 12,510.00	\$ -		\$ -	0%	\$12,510.00
Task I	Water Access Study (optional)	\$ 19,860.00	\$ -		\$ -	0%	\$19,860.00
	Additional Topo Survey	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	100%	\$0.00
	Additional Geotech	\$ 5,000.00	\$ -		\$ -	0%	\$5,000.00
TOTAL - Professional Services		\$234,045.00	\$0.00	\$12,843.75	\$12,843.75	5%	\$221,204.25
Subconsultant Administration		\$ 16,512.00	\$ -	\$559.38	\$ 559.38	3%	\$15,952.62
Reimbursable Expenses		\$ 2,000.00	\$ -		\$ -	0%	\$2,000.00
TOTAL AMOUNT - ASR #1		\$252,560.00	\$0.00	\$13,403.13	\$13,403.13	5%	\$239,156.87
TOTAL INVOICE AMOUNT		\$616,708.00	\$116,548.03	\$35,075.19	\$161,623.22	29%	\$367,084.78

Fall Creek Engineering, Inc.
 1525 Seabright Ave
 Santa Cruz, CA 95062
 Phone: (831) 426.9054 Fax: (831) 426.4932

Invoice

Date Invoice #
 6/15/2017 5928

Bill To

Harris Design
 755 Folger Ave
 Berkeley, CA 94710

Project Name

Bear Creek Redwood Open
 Space Preserve, Public Access
 FCE Project No: 21615
 Service Period: May, 2017

Description	Hours	Rate	Amount
Task 3: Culvert Analysis			
Associate Engineer	7.75	130.00	1,007.50
Administrative	3	75.00	225.00
Task 4C: Phase C Design Development (50% CD)			
Senior Engineer	7	165.00	1,155.00
Associate Engineer	11.75	130.00	1,527.50
Task: Culvert Feasibility Study			
		2,380.00	2,380.00
Task A: Schematic Design Documents			
Senior Associate Engineer	1.25	145.00	181.25
Task G: Meetings and Project Management			
Senior Engineer	2.5	165.00	412.50
Correction from prior invoicing Task mix up during invoicing			
Task 3: Culvert Analysis			
Principal Engineer	5.5	180.00	990.00
Senior Associate Engineer	1	145.00	145.00
Associate Engineer	4	130.00	520.00
Administrative	1	75.00	75.00
Task 4A: Phase A: Conceptual Design			
Principal Engineer	-5.5	180.00	-990.00
Senior Associate Engineer	-1	145.00	-145.00
Associate Engineer	-4	130.00	-520.00
Administrative	-1	75.00	-75.00

Total **\$6,888.75**

Payments/Credits **\$0.00**

Balance Due **\$6,888.75**

Please note the terms of the invoice stated above. "Due on Receipt" and "Net 30" accounts are expected due in relation to the date of the invoice. We may elect to charge a 1.5% monthly financing fee to any outstanding balance that has exceeded the terms of this invoice.

Fall Creek Engineering, Inc.
1525 Seabright Ave
Santa Cruz, CA 95062
Phone: (831) 426.9054 Fax: (831) 426.4932

Invoice

Date 5/9/2017 Invoice # 5874

Bill To

Harris Design
755 Folger Ave
Berkeley, CA 94710

Project Name

Bear Creek Redwood Open
Space Preserve, Public Access
FCE Project No: 21615
Service Period: April, 2017

Terms	Due Date
-------	----------

Net 45	6/23/2017
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Description	Hours	Rate	Amount
Task 4B: Phase B Schematic Design			
Senior Associate Engineer	1	145.00	145.00
Associate Engineer	1	130.00	130.00
Accounting: CIVIL ENGINEER			
Customer: MR OSD			
Job: BEAR CREEK			
Class:			

Total \$275.00

Payments/Credits \$0.00

Balance Due \$275.00

Please note the terms of the invoice stated above. "Due on Receipt" and "Net 30" accounts are expected due in relation to the date of the invoice. We may elect to charge a 1.5% monthly financing fee to any outstanding balance that has exceeded the terms of this invoice.

Fall Creek Engineering, Inc.
 1525 Seabright Ave
 Santa Cruz, CA 95062
 Phone: (831) 426.9054 Fax: (831) 426.4932

Invoice

Date 4/12/2017 Invoice # 5823

Bill To

Harris Design
 755 Folger Ave
 Berkeley, CA 94710

Project Name

Bear Creek Redwood Open
 Space Preserve, Public Access
 FCE Project No: 21615
 Service Period: Mar, 2017

Terms	Due Date
Net 45	5/27/2017

Description	Hours	Rate	Amount
Task 4B: Phase B Schematic Design			
Senior Engineer	13	165.00	2,145.00
Associate Engineer	5.5	130.00	715.00
Administrative	1	75.00	75.00
Task 4C: Phase C Design Development (50% CD)			
Senior Engineer	2	165.00	330.00
Associate Engineer	1	130.00	130.00
<p>4B 2935.00 4C 460.00 <hr/> 3,395.00</p>			

Total \$3,395.00

Payments/Credits \$0.00

Balance Due \$3,395.00

Please note the terms of the invoice stated above. "Due on Receipt" and "Net 30" accounts are expected due in relation to the date of the invoice. We may elect to charge a 1.5% monthly financing fee to any outstanding balance that has exceeded the terms of this invoice.

LAND
SURVEYING
Lic No 152307



Harris Design
755 Folger Avenue
Berkeley, CA
94710

INVOICE

Midpeninsula Regional Open Space District
Site: Bear Creek Road, Los Gatos

1. Additional topography as per client's request

6/28/2017

#16096.1

	Totals
Fixed Fee contract	\$ 5,000.00
Less Deposit or Payment Paid	\$ -
Balance Due	\$ 5,000.00

Thank you,

Olin Edmundson
OE/gw

Account: SURVEYOR
Customer: MPDSD
Job: 16.04 BEAR CREEK
casurveys@sbcglobal.net
www.edmundsonsurveys.com



821 Martin Ave
Santa Clara, CA 95050
408-295-5770

INVOICE NO. **1701979**

INVOICE DATE **05/30/17**

WORK ORDER# **P1314893**

SOLD TO: Cust# 20340
HARRIS DESIGN
755 FOLGER AVENUE
BERKELEY, CA 94710

SHIP TO: ATTN: DAVID BOYD
COUNTY OF SANTA CLARA
LAND DEV. & PERMITS
101 SKYPORT DRIVE
SAN JOSE, CA 95110

JOB DUE: 05/30/17 at 04:00PM

Delivery/Shipping

CONTACT BILL HARRIS/HARRIS DESIGN		PHONE 5108473792	PURCHASE ORDER#		SALES REP Robert Bennett (ISR-North Bay)			
JOB#		JOB NAME BEAR CREEK			BILLER Robert Hurst		LOC 014	
OP CODE	DESCRIPTION	NO. OF SHEETS	COPIES	SIZE	TOTAL UNITS	UNIT PRICE	AMOUNT	
8121	DIGITAL SETUP/EPLT FULLSIZE	4	1		4	EA	22.00	
1801	PPC BOND	4	5	24X36	120	SF	22.80	
1807	PPC BOND - HALF SIZE	4	2	12X18	24	SF	8.88	
1825	EDGE BINDING - PER SET (UP TO 50 SHEETS)	1	7		7	EA	26.25	
5201.21	DELIVERY ZONE 1 95110-SAN JOSE	1	1	z1	1	EA	14.28	
5205	FUEL SURCHARGE	1	1		1	EA	6.00	

Account: **PRINTING**
Customer: **MR OSD**
Job: **16.04 BEAR CREEK**
Class:

For Billing Inquiries, please contact your local branch at 408-295-5770

For Account Inquiries and Payment Information, please call Carmen Johnson at 415-485-8700

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
100.21		9.27	109.48		109.48

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.

1314893

CAJ

/mnt/vouch1/ardocs/201705/20340/1314893.pdf



821 Martin Ave
Santa Clara, CA 95050
408-295-5770

INVOICE NO. **1713493**

INVOICE DATE **06/16/17**

WORK ORDER# **P1326897**

SOLD TO: Cust# 20340
HARRIS DESIGN
755 FOLGER AVENUE
BERKELEY, CA 94710

SHIP TO: Cust# 17216
ATTN: BRYAN APPLE/650.691.1200
MIDPENINSULA REGIONAL
OPEN SPACE DISTRICT
330 DISTEL CIRCLE
LOS ALTOS, CA 94022

JOB DUE: 06/16/17 at 04:30PM

Delivery/Shipping

CONTACT		PHONE	PURCHASE ORDER#			SALES REP		
JOYA DENG/HARRIS DESIGN		5106473792	16.04			Robert Bennett (ISR-North Bay)		
JOB#		JOB NAME				BILLER		LOC
16.04		BEAR CREEK				Tommie Zuniga		014
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UNIT	UNIT PRICE	AMOUNT
6121	DIGITAL SETUP/EPLOT FULLSIZE	31	1	24X36	31	EA		170.50
1601	PPC BOND	31	2	24X36	372	SF		70.68
1625	EDGE BINDING - PER SET (UP TO 50 SHEETS)	2	1		2	EA		7.50
1900	B&W PRINTS 8.5X11	124	2		248	EA		24.80
1917	COVER STOCK 8.5X11	2	2		4	EA		2.12
1952.02	WIRE-O BINDING - UP TO 1/2"	2	1		2	EA		18.00
5201.Z1	DELIVERY ZONE 1	1	1	z1	1	EA		14.28
	94022-LOS ALTOS							
5205	FUEL SURCHARGE	1	1		1	EA		6.00
ORDER NOTES								
(EMAIL)								
MAKE 2 FULL SZ COPIES & BIND. MAKE 2 COPIES OF THE SPEC BOOK. DEL TODAY BY 430 PM TO								
MIDPENINSULA REGIONAL ATTN BRYAN APPLE.								
Account: PRINTING								
Customer: MROSD								
Job: 16.04 BEAR CREEK								
Class:								

For Billing Inquiries, please contact your local branch at 408-295-5770

For Account Inquiries and Payment Information, please call 415-512-8573

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
311.88		28.07	339.95		339.95

Invoices undisputed for 45 days are final.

1326897

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions P.O. Box 192224 San Francisco, CA 94119-2224

CAJ

/mnt/vouch1/ardocs/201706/20340/1326897.pdf

THE INK STONE
2302 Bowd. sh
Berkeley, CA 94704
510 843-1162
fax: 510-849-9993

Invoice No: 601066
Date: 06/19/17

Page: 1

Sold To: Harris Design
755 Folger Ave.
Berkeley, CA 94710

Customer No: 778
Phone No: 510-647-3792

Ship To: 755 Folger Ave.
Berkeley, CA 94710

Cust. Order #: 16.04

Salesperson: #1 - Chuck

Product Code	Item Description	Qty	Unit Price	Amount
290-D	24x36 D Bond Plot	31	1.80	55.80*
932	Edge-Bind	1	0.50	0.50*

Amount: PRINTING

Customer: MROSD

Job: 16.04 BEAR CREEK

Class:

=====

Sub-Total:	56.30
:	
Shipping:	0.00
Tax [9.25]:	5.21 *
=====	
Total:	61.51
DUE UPON RECEIPT:	61.51
=====	
Amount Paid:	0.00
Amount Due:	61.51
Change:	0.00

Thank you for your order!
Need Supplies? Look at:
www.theinkstone.com

THE INK STONE
2302 Bowd sh
Berkeley, CA 94704
510 843-1162
fax: 510-849-9993

Invoice No: 600451
Date: 06/06/17

Page: 1

Sold To: Harris Design
755 Folger Ave.
Berkeley, CA 94710

Customer No: 778
Phone No: 510-647-3792

Ship To: 755 Folger Ave.
Berkeley, CA 94710

Cust. Order #: BCR

Salesperson: #33 - Ruby

Product Code	Item Description	Qty	Unit Price	Amount
290-D	24x36 D Bond Plot	9	3.15	28.35*

Account: PRINTING

Customer: MRO SD

Job: 16.04 BEAR CREEK

Client: CHECK PRINTS

Delivery

Sub-Total: 28.35

Shipping: 0.00

Tax [9.25]: 2.62 *

Total: 30.97

DUE UPON RECEIPT: 30.97

Amount Paid: 0.00

Amount Due: 30.97

Change: 0.00

Thank you for your order!
Need Supplies? Look at:
www.theinkstone.com

Employee	Title	Hourly Rate	16-15	16-17	16-19	16-20	16-21	Total Hours	Total \$
Dale Grogan	Capital Project Manager III	\$ 44.74	32	30	18	41	38	159	\$ 7,113.66
Matt Brunnings	Capital Project Manager III	\$ 54.51					1	1	\$ 54.51
Total Salary									\$ 7,168.17
Benefits & Overhead @ 40%									\$ 10,035.44



Employee Name: Dale Grogan

Pay Period: 16-

7/4 - 7/15

WEEK 1

Project Name	Measure AA Number	Project Tasks	M - 7/4	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -						-
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -		6	4	6	2	18.00
BCR Water Systems	MAA 21-3	Project Management -		2	4	2		8.00
BCR Public Access Ph 1	MAA 21-5	Project Management -		1	1			2.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -			1			1.00
								29.00

WEEK 2

			M - 7/11	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -						-
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -		4	4	4	2	14.00
BCR Water Systems	MAA 21-3	Project Management -	1	1	1			3.00
BCR Public Access Ph 1	MAA 21-5	Project Management -	1				2	3.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -						-
								-
								-
								-

20.00

Department Manager Signature

D. Grogan for Jason Lin

Date 7/15/16



Employee Name: Dale Grogan

Pay Period: 16-

8/1 - 8/12

16-17

WEEK 1

Project Name	Measure AA Number	Project Tasks	M - 8/1	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -			1			1.00
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -	4	6	4	4	2	20.00
BCR Water Systems	MAA 21-3	Project Management -		1				1.00
BCR Public Access Ph 1	MAA 21-5	Project Management -		1	1			2.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -			1	2	2	5.00
								29.00

WEEK 2

			M - 8/8	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -						-
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -	1	2	2	5		10.00
BCR Water Systems	MAA 21-3	Project Management -						-
BCR Public Access Ph 1	MAA 21-5	Project Management -		3	3			6.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -						-
								-
								-
								-
								16.00

Department Manager Signature

Date

8/16/16



Employee Name: Dale Grogan

Pay Period: 16-

8/29 - 9/9

16-19

WEEK 1

Project Name	Measure AA Number	Project Tasks	M - 8/29	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -		2	2			4.00
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -	4	2	1	1	4	12.00
BCR Water Systems	MAA 21-3	Project Management -						-
BCR Public Access Ph 1	MAA 21-5	Project Management -			1			1.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -	2			3	2	7.00
								24.00

WEEK 2

			M - 9/5	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -					1	1.00
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -		3	3			6.00
BCR Water Systems	MAA 21-3	Project Management -						-
BCR Public Access Ph 1	MAA 21-5	Project Management -				1		1.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -		2	2			4.00
								-
								-
								-
								12.00

Department Manager Signature

Date

10/10/16



Employee Name: Dale Grogan

Pay Period: 16-

9/12 - 9/23

WEEK 1

Measure AA								
Project Name	Number	Project Tasks	M - 9/12	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -						-
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -	4	3	6	5	4	22.00
BCR Water Systems	MAA 21-3	Project Management -						-
BCR Public Access Ph 1	MAA 21-5	Project Management -						-
SA Mt. Umunhum Road	MAA 23-6	Project Management -		4	2			6.00
								28.00

WEEK 2

			M - 9/19	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -		5	1			6.00
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -	4	4	5	6		19.00
BCR Water Systems	MAA 21-3	Project Management -						-
BCR Public Access Ph 1	MAA 21-5	Project Management -	2	1				3.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -						-
								-
								-
								-
								28.00

Department Manager Signature

Date

10/10/16



Employee Name: Matt Brunnings

Pay Period: 16-

9/26 - 10/7

WEEK 1

Project Name	Measure AA Number	Project Tasks	M - 9/26	T	W	TH	F	TOTAL
SA Mt. Umunhum Road	MAA 23-6	Project Management -		4	1	1	1	7.00
LHC Driscoll Ranch Demo	MAA 7-7	Project Management -			2	2	2	6.00
BCR Public Access Ph 1	MAA 21-5	Project Management -			2	2	2	6.00
								-
								-
								19.00

WEEK 2

			M - 10/3	T	W	TH	F	TOTAL
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -		1				1.00
BCR Water Systems	MAA 21-3	Project Management -			3			3.00
BCR Public Access Ph 1	MAA 21-5	Project Management -			2	2		4.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -			3	1		4.00
LHC Driscoll Ranch Demo	MAA 7-7	Project Management -		8	1	6		15.00
								-
								-
								27.00

Department Manager Signature

Date

10/10/16



Employee Name: Dale Grogan

Pay Period: 16-

9/26 - 10/7

WEEK 1

Project Name	Measure AA Number	Project Tasks	M - 9/26	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -		2				2.00
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -	6	5	6	4	1	22.00
BCR Water Systems	MAA 21-3	Project Management -						-
BCR Public Access Ph 1	MAA 21-5	Project Management -		2				2.00
SA Mt. Umunhum Road	MAA 23-6	Project Management -						-
								26.00

WEEK 2

			M - 10/3	T	W	TH	F	TOTAL
LHC Sears Ranch Parking	MAA 7-9	Project Management -						-
LHC Sears Ranch Rd. Repairs	MAA 7-10	Project Management -	2	4	5	5		16.00
BCR Water Systems	MAA 21-3	Project Management -			3			3.00
BCR Public Access Ph 1	MAA 21-5	Project Management -						-
SA Mt. Umunhum Road	MAA 23-6	Project Management -						-
LHC Driscoll Ranch Demo	MAA 7-7	Project Management -		4				4.00
								-
								-

23.00

Department Manager Signature

Date

10/10/16



PACIFIC LEGACY, INC.
2641 Hwy 4
PO Box 6050
Arnold, CA 95223
(209) 795-4481

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

Attn: Accounts Payable

Project Name: Bear Creek Midpenn Laundry Site
Principal: Holson, John H.

June 30, 2017
Invoice No: 3169021706
Project No: 03169.02.00

Project Manager: Holson, John H.
Due Date: 07/30/2017
Payment Terms: Net 30

For professional services rendered through June 30, 2017 for the referenced project.

Summary of Current Invoice

Current Billing - Labor	\$17,831.51
Current Billing - Consultants	\$0.00
Current Billing - Other Direct Costs	\$72.78

Total Current Billing

\$17,904.29

OK to pay

mjb 7/5/17

Invoice Detail begins on next page

Remit payment to:
Pacific Legacy, Inc.
2641 Hwy 4
PO Box 6050
Arnold, CA 95223

Batch: 2017-1563
Description: BCR Cultural Eval, Laundry Site
PO# 2017-352
G/L Account 30-80-850-8702-03
Project# 28-5
Approved By: mjb

Invoice Detail**Labor Charges**

<u>Description</u>	<u>Work Date</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
Contract Manager				
Manfree, Lynn	06/09/2017	0.25	98.80	\$24.70
Manfree, Lynn	06/30/2017	2.00	98.80	\$197.60
Subtotal		2.25		\$222.30
Cultural Resource Specialist 2				
Varkel, Joshua	06/01/2017	8.00	55.70	\$445.60
Varkel, Joshua	06/02/2017	8.00	55.70	\$445.60
Varkel, Joshua	06/08/2017	5.25	55.70	\$292.43
Varkel, Joshua	06/09/2017	5.25	55.70	\$292.43
Varkel, Joshua	06/12/2017	2.00	55.70	\$111.40
Subtotal		28.50		\$1,587.46
Cultural Resource Specialist 3				
Peske, Christopher	06/01/2017	8.00	72.60	\$580.80
Peske, Christopher	06/02/2017	8.00	72.60	\$580.80
Peske, Christopher	06/08/2017	5.75	72.60	\$417.45
Peske, Christopher	06/09/2017	4.00	72.60	\$290.40
Peske, Christopher	06/12/2017	6.50	72.60	\$471.90
Peske, Christopher	06/13/2017	4.50	72.60	\$326.70
Peske, Christopher	06/14/2017	6.25	72.60	\$453.75
Peske, Christopher	06/15/2017	4.75	72.60	\$344.85
Streich, Shanna	06/01/2017	8.00	72.60	\$580.80
Streich, Shanna	06/02/2017	7.00	72.60	\$508.20
Subtotal		62.75		\$4,555.65
Cultural Resource Specialist 4				
Holm, Lisa	06/09/2017	0.75	85.60	\$64.20
Holm, Lisa	06/12/2017	0.25	85.60	\$21.40
Holm, Lisa	06/13/2017	0.25	85.60	\$21.40
Holm, Lisa	06/15/2017	1.75	85.60	\$149.80
Holm, Lisa	06/16/2017	2.00	85.60	\$171.20
Holm, Lisa	06/20/2017	3.00	85.60	\$256.80
Holm, Lisa	06/21/2017	3.00	85.60	\$256.80
Holm, Lisa	06/22/2017	3.75	85.60	\$321.00
Holm, Lisa	06/27/2017	0.25	85.60	\$21.40
Reese, Elena	06/01/2017	6.75	85.60	\$577.80
Reese, Elena	06/02/2017	6.25	85.60	\$535.00
Reese, Elena	06/05/2017	8.00	85.60	\$684.80
Reese, Elena	06/06/2017	8.00	85.60	\$684.80
Reese, Elena	06/07/2017	8.00	85.60	\$684.80
Reese, Elena	06/08/2017	8.00	85.60	\$684.80
Reese, Elena	06/09/2017	8.00	85.60	\$684.80

Description	Work Date	Hours	Hourly Rate	Amount
Reese, Elena	08/12/2017	6.50	85.60	\$556.40
Reese, Elena	08/13/2017	7.50	85.60	\$642.00
Reese, Elena	08/14/2017	8.00	85.60	\$684.80
Reese, Elena	08/15/2017	8.00	85.60	\$684.80
Reese, Elena	08/21/2017	1.75	85.60	\$149.80
Reese, Elena	08/23/2017	1.50	85.60	\$128.40
Subtotal		101.25		\$8,867.00
Cultural Resource Specialist 5				
Ballard, Hannah	08/01/2017	1.50	118.10	\$177.15
Ballard, Hannah	08/02/2017	2.50	118.10	\$295.25
Ballard, Hannah	08/05/2017	1.50	118.10	\$177.15
Ballard, Hannah	08/06/2017	3.00	118.10	\$354.30
Ballard, Hannah	08/07/2017	1.00	118.10	\$118.10
Ballard, Hannah	08/08/2017	2.50	118.10	\$295.25
Ballard, Hannah	08/09/2017	3.00	118.10	\$354.30
Ballard, Hannah	08/12/2017	1.00	118.10	\$118.10
Subtotal		16.00		\$1,889.60
Cultural Resource Specialist 7				
Holson, John	08/02/2017	0.50	181.80	\$90.95
Holson, John	08/06/2017	0.50	181.80	\$90.95
Holson, John	08/27/2017	1.00	181.80	\$181.80
Holson, John	08/28/2017	1.00	181.80	\$181.80
Holson, John	08/29/2017	2.00	181.80	\$363.80
Subtotal		5.00		\$909.50
		215.75		\$17,831.51
Total Labor				\$17,831.51

* Indicates an overtime billing rate

Other Direct Costs

Source	Description	Notes	Ref #	Cost Amount	Markup	Bill Amount
Christopher Peske	Fuel for Rental	6/1/17	PJ-43249	66.16	6.62	72.78
				66.16	6.62	72.78

Total Other Direct Costs **\$72.78**

Total Current Billing **\$17,904.29**

Statement of Account

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
3169021705	06/09/2017	\$8,928.47					\$8,928.47
3169021706	06/30/2017	\$17,904.29					\$17,904.29
	Subtotal:	\$26,832.76					\$26,832.76
Total Amount Now Due							\$26,832.76

Outstanding - All Invoices \$26,832.76

Project Summary:

	Contract	Previous Billed	Current Period	Contract Left
Overall	26,843.00	8,928.47	17,904.29	10.24

May 9, 2017

INVOICE

1400040 - 15
Harkins Bridge

Progress Billing

IN ACCOUNT WITH:

Midpeninsula Regional Open Space District
Attn.: Aaron Hebert, Project Manager
330 Distel Circle
Los Altos, CA 94022

Invoice No: **22658**
Client ID: **Midpen**
ITN: **22646**
Project Manager: **Temple**

Professional engineering services in accordance with Agreement for Professional Services April 2, 2014. Current charges covers completion of draft specifications and bid package and review and approval of bridge superstructure drawings. Current charges cover work completed from December 01, 2015 through April 15, 2017.

Labor:

Sr. Hydrologist, P.E. (SAT)	49.00	Hours @ \$175.00 Per Hour	\$ 8,575.00
Staff Geologist (CSL)	19.75	Hours @ \$105.00 Per Hour	2,073.75
Staff Landscape Architect (MJM)	1.00	Hours @ \$105.00 Per Hour	105.00
Technical Writer (TWH)	5.25	Hours @ \$75.00 Per Hour	393.75
Total Labor	75.00	Hours	\$ 11,147.50

Direct Expenses:

Mileage	E3563	120 Miles @ \$.535/mile	\$ 65.40
Tolls	#3570		4.00
Subtotal Direct Expenses			\$ 69.40

In-House Expenses:


Reproduction	126	Copies @ \$0.30 Per Copy	\$ 37.80
Reproduction Color	85	Copies @ \$0.50 Per Copy	42.50
Reproduction Color	1	Copies @ \$1.00 Per Copy	1.00
Subtotal In-House Expenses			\$ 81.30
Total Expenses			\$ 150.70


TOTAL AMOUNT DUE THIS INVOICE

\$ 11,298.20

Terms: Due and payable upon receipt. A 1.0% per month (12% per annum) late fee will be charged on all overdue balances. Current billings represent charges accrued through the last day of the indicated billing period. Unless marked as a "Final Invoice," subsequent charges may be pending and will be billed in the following month.

Total project budget to date:	\$ 103,450.00
Total project charges through this invoice are:	82,473.54
Remaining budget balance as of this invoice is:	<u>\$ 20,976.46</u>


Questa Engineering Corporation
Joseph E. Smiell
Principal/CFO

Date: 5/24/17
Batch#: _____
Vendor: _____
PO: 2017-00000393
G/L Account: 30-35-325-8201.04
Project: Harkins Bridge MAA 03-04
Approved by: 

Box 70356, 1220 Brickyard Cove Rd. Suite 206 Pt. Richmond, CA 94807 T: 510/236.6114 F: 510/236.2423 E: Questa@QuestaEC.com