

Attachment O

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**AMENDMENT NO. 1
TO
TEMPORARY MAINTENANCE AGREEMENT
BY AND BETWEEN
EAST GARRISON COMMUNITY SERVICES DISTRICT AND
UCP EAST GARRISON, LLC**

This AMENDMENT NO. 1 TO AGREEMENT No. A-12423, TEMPORARY MAINTENANCE AGREEMENT by and between EAST GARRISON COMMUNITY SERVICES DISTRICT and UCP EAST GARRISON, LLC ("Amendment No.1") is made and entered into as of July 25, 2017.

RECITALS

- A. On March 26, 2013, the EAST GARRISON COMMUNITY SERVICES DISTRICT ("District") and UCP EAST GARRISON, LLC ("UCP" or "Developer") entered into an agreement (the "Temporary Maintenance Agreement" or "Agreement") whereby UCP agreed to provide all maintenance obligations on Phase 1 District improvements, in accordance with the scope and schedule of the approved *Operations and Maintenance Plan for the East Garrison Development* ("OMP") related to the East Garrison Disposition and Development Agreement ("East Garrison DDA").
- B. Paragraph 1 ("Term") of the Temporary Maintenance Agreement provides that it shall remain in effect until the issuance of the Certificate of Occupancy for the three hundred fifteenth (315th) market-rate residential unit in Phase 1 of the East Garrison development. The Term also contained a proviso that the temporary maintenance obligations are to be transferred to the District within one hundred twenty (120) days of a certification from the District that revenues generated from the Special Tax for Services are sufficient to fund all District maintenance obligations, including a fully funded reserve.
- C. Paragraph 2 ("Temporary Maintenance of the CSD Property by UCP") of the Agreement identifies certain improvements included in the scope of UCP's maintenance responsibilities, but is unclear as to the scope of all improvements to be maintained by UCP pursuant to the Agreement.
- D. Paragraph 6 ("Reimbursement of Temporary Maintenance Costs") of the Agreement provides that UCP's maintenance obligations pursuant to the Agreement are not to be charged to the District, but instead included as "Project Costs" as that term is used in the East Garrison DDA. Paragraph 7 ("Cost of Maintenance/ Retention of Funds") of the Agreement further provided that any revenues accrued by the District pursuant to the Agreement are to be kept by the District and used for restricted purposes as set forth in the Agreement.
- E. Development pursuant to the East Garrison DDA has proceeded, and the District is preparing to solicit a consultant to provide maintenance and related services, including the types of services described in the Temporary Maintenance Agreement undertaken by UCP. The

District believes sufficient revenues are being generated to assume maintenance duties, however, it is not known at this time if a consultant will be selected within the 120-day time frame contemplated by Paragraph 1. The District also recognizes the original intent of the parties to the East Garrison Disposition and Development Agreement was for the District to assume costs of maintenance of District property when it was financially capable.

F. UCP recognizes the marketing benefits of the obligations it assumed to maintain District improvements during critical stages of the development of East Garrison, as well as the continued benefits of control of maintenance of improvements by UCP, but does not wish to assume responsibility for continued costs if the District is financially capable.

G. Accordingly, in order to continue the proper, efficient and cost-effective maintenance of the East Garrison Project in a manner that promotes the continued development of the Project, the District and UCP wish to amend the Agreement to provide for the reimbursement of services performed by UCP under the Agreement as of the date set forth below.

NOW, THEREFORE, in consideration of the promises contained herein, the District and UCP agree to amend the Temporary Maintenance Agreement as follows:

1. Paragraph 1 ("Term") of the Temporary Maintenance Agreement is amended to read as follows:

1. Term. Subject to applicable law, the term ("Term") of this AGREEMENT shall commence on the date EGCSO accepts the completed East Garrison Phase 1 improvements described in the *Urban Services Agreement* as amended on March 26, 2013, into the EGCSO maintenance system, and shall remain in effect until issuance of the three hundred fifteenth (315th) market-rate residential unit in Phase 1 of the East Garrison development. Provided, however, that the temporary maintenance obligations described herein, with the exception of Lincoln Park, as set forth below in Paragraph 1.1, shall be transferred to EGCSO within sixty (60) days of the approval of an agreement between EGCSO and a selected vendor to provide maintenance services.

2. Paragraph 1.1 is hereby added to the Temporary Maintenance Agreement to read as follows:

1.1 Lincoln Park. Notwithstanding anything to the contrary in the AGREEMENT, UCP shall continue to maintain Lincoln Park for a period of one (1) year following the later of: (a) the issuance of the three hundred fifteenth (315th) market-rate residential unit Certificate of Occupancy in Phase 1 of the East Garrison development; or (b) the approval of an agreement between EGCSO and a selected vendor to provide maintenance services, or (c) the EGCSO providing notice to UCP of such approved agreement.

3. Paragraph 2 ("Temporary Maintenance of the CSD Property by UCP") of the Temporary Maintenance Agreement is amended to read as follows:

Throughout the term of this AGREEMENT, UCP shall perform all maintenance obligations on ESCSD improvements in all Phases of the Project in accordance with the scope and schedule of the applicable OMP, including but not limited to all drainage, stormwater facilities and systems, and retention basins for flood control; Lincoln Park and other Open Space as shown in Exhibits 3 and 4 of the *First Amendment to Urban Services Agreement* approved by the Board of Supervisors on March 26, 2013.

4. Paragraph 6 (“Reimbursement of Temporary Maintenance Costs”) of the Temporary Maintenance Agreement is amended by replacing Paragraph 6 with the following:

6. Reimbursement of Temporary Maintenance Costs.

(a) Any costs associated with UCP’s maintenance obligations pursuant to this Agreement prior to the date of March 1, 2017, shall not be charged to EGCSO, but shall instead be included as “Project Costs” as that term is used in the DDA. In addition, unless through a future amendment past costs are reimbursed, the Project Costs incurred by UCP pursuant to this Agreement shall be chargeable only to the Successor Agency to the Redevelopment Agency of the County of Monterey and not to the Fort Ord Reuse Authority.

(b) Actual, direct costs associated with UCP’s maintenance obligations pursuant to this Agreement incurred on or after March 1, 2017, shall be reimbursed by EGCSO. The estimated cost of services provided under this Agreement shall not exceed the Total Annual Budget as is set forth below and as detailed in Exhibit 2 to this Amendment No. 1 (the “Total Annual Budget”):

ANNUAL BUDGET				
	FY16-17	FY17-18	FY18-19	FY19-20
Task 1: Public Road Annual Maintenance	\$ 7,500	\$ 65,200	\$ 66,600	\$ 68,100
Task 2: Stormwater/Flood Control Annual Maintenance	\$ 7,600	\$ 66,600	\$ 68,100	\$ 69,700
Task 3: Park & Open Space Annual Maintenance	\$ 57,600	\$ 503,900	\$ 515,100	\$ 526,700
Task 4: Optional Services as Assigned				
Non-Emergency Services	\$ 7,300	\$43,600	\$45,000	\$46,500
Emergency Services		\$20,000	\$20,000	\$20,000
TOTAL MAXIMUM ANNUAL COST	\$ 80,000	\$ 699,300	\$ 714,800	\$ 731,400

The parties acknowledge that the Annual Budget as stated herein is an estimate which may not reflect the actual cost of services, and while EGCSO shall have no obligation to pay any amount in excess of the Total Annual Budget, the parties agree to meet and confer in good faith on a semi-annual basis in order to review the Total Annual Budget and make reasonable adjustments to the Budget if necessary and mutually agreed upon by the parties. UCP shall submit monthly invoices which shall include details of service rendered and expenses incurred during the dates indicated. Detail of services shall describe the nature of the work, the scope line item from Exhibit 2, and the EGCSO

property or facility upon which the work was performed. Costs for purchased materials or for work performed by sub-contractors or sub-vendors shall be supported by attached invoices. No mark-up for materials or sub-contractor or sub-vendor costs will be allowed. Mileage costs shall be billed at the current County of Monterey mileage billing rate.

The effort anticipated to complete this work is based on the scope of work and cost estimates contained within the *Operation and Maintenance Plan, East Garrison Development*, rev April 26, 2013 and escalated to 2017 dollars. Cost estimates provided for tasks are the best estimates available at the time of Plan preparation; actual invoiced amounts may vary from the initial task estimates due to weather impacts, unanticipated repairs, inspection report recommendations, etc. An amendment to the Agreement is not required if the task allocated budget amount(s) do not exceed the overall Agreement not-to-exceed amount. In the event UCP costs are to exceed the task allocated budget amount(s), UCP shall notify EGCSO in advance and as soon as possible in writing and clearly describe how UCP will achieve net fiscal neutrality.

Work under Task 4, Optional Services, shall be provided only upon prior written authorization by EGCSO, and only if the cost of the work is within the indicated budget, excepting in the event of an emergency, in which case UCP may provide the response and repair services and notify EGCSO as soon as reasonably practicable. An "emergency" as used herein means only the following events: fire, flash flood, earthquake, Act of God, Act of War, and or an immediate unexpected threat to public health or safety which poses a substantial risk of serious bodily harm. The cost for such emergency services under this Agreement shall not exceed the Total Annual amount of \$20,000. Optional Services include work not anticipated in the Operation and Maintenance Plan which may be required to provide for public safety or compliance with statutes or regulations within the properties and facilities owned by the EGCSO. Except for emergency work, for any recommended work initiated by UCP, UCP shall provide EGCSO a written scope of work, justification of need, and detailed cost estimate for review by EGCSO prior to EGCSO issuing authorization to proceed with the work. For recommended work initiated by EGCSO, UCP shall provide upon request a detailed cost estimate for review by EGCSO prior to issuing authorization to proceed with the work.

Attached as Exhibit 1 to this Amendment No. 1 is a listing of incurred costs from March 1, 2017 to May 1, 2017. UCP represents that such costs are reasonable and consistent and not anticipated to increase over the anticipated term of this Agreement. All services provided during the period March 1 through June 30, 2017 must be invoiced not later than July 31, 2017.

5. Paragraph 8 ("Notices") of the Temporary Maintenance Agreement is amended by replacing the addresses for notices and other communications to read as follows:

UCP: UCP East Garrison, LLC
99 Almaden Blvd, Suite 400
San Jose, CA 95113

Attn: James Fletcher, Division President
Phone: 408-207-9499, Ext.405
Fax: 408-323-1114
E-mail: jfletcher@benchmarkcommunities.com

With copy to: Holly Traube Cordova, General Counsel
7815 North Palm Avenue, Suite 101
Fresno, CA 93711
Phone: 661-487-6080
E-mail: hcordova@benchmarkcommunities.com

CSD: General Manager, East Garrison Community Services District
c/o Deputy Director of Administrative Services
Monterey County Resource Management Agency
1441 Shilling Place South, 2nd Floor
Salinas, CA 93901
Phone: 831-755-4794
E-mail: EllerbeS@co.monterey.ca.us

6. Paragraph 12 ("Recordation") of the Temporary Maintenance Agreement is hereby deleted.

7. References in the Temporary Maintenance Agreement to UCP bearing the "sole cost" of maintenance obligations, including references found in Paragraphs 2 and 7, shall be modified by the provisions of this Amendment No. 1 to allow reimbursement of maintenance obligations performed by UCP on or after March 1, 2017.

8. All other terms and conditions of the Temporary Maintenance Agreement shall remain in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Temporary Maintenance Agreement as of the Effective date set forth above.

MASTER DEVELOPER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: 

Dustin L. Bogue
President

Approved as to form:

By: 

Brian Briggs, Deputy
County Counsel

EAST GARRISON COMMUNITY SERVICES DISTRICT

By: 

Mary L. Adams
Chair, Board of Directors

APPROVED AND CONSENTED TO

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE COUNTY
OF MONTEREY**

Approved as to form:

By: 

Brian Briggs, Deputy
County Counsel

By: 

Nicholas E. Chiulos
Assistant County Administrative Officer

EXHIBIT 1

From: Michael Cady <mcady@benchmarkcommunities.com>
Sent: Wednesday, June 28, 2017 4:24 PM
To: Nichols, Nick x5386
Cc: Beretti, Melanie x5285; Redman, Lynette x6038;
hcordova@benchmarkcommunities.com; James Fletcher; Jon Ingraham; Talli Robinson
Subject: INVOICE: East Garrison CSD Temporary Maintenance Agreement - Reimbursement Costs March 1-May 1.

Hi Nick,

Please reimburse UCP East Garrison, LLC **\$18,379.34** for our costs to manage and maintain the Public Streets, Storm Drain System, and Open Space owned by the EG Community Services District during the months of March and April, 2017.

Details and locations of the services provided are indicated in the attached invoices from our vendors.

VENDOR	INVOICE #	DATE	AMOUNT	BILLING PERIOD
Perma-Green Hydroseeding, Inc	5025	3.31.17	\$ 6,490.00	Mar-17
Perma-Green Hydroseeding, Inc	5077	4.30.17	\$ 6,490.00	Apr-17
Schaaf & Wheeler Consltg Engrs	28024	3.31.17	\$ 3,238.47	Mar-17
Fehr Engineering Co, Inc	1353	3.20.17	\$ 936.00	Mar-17
Central Electric	24105	3.28.17	\$ 480.79	Mar-17
Quinn Company	WON20004201	3.27.17	\$ 744.08	Mar-17
			\$ 18,379.34	

Thanks,
...Michael

Michael Cady
Director of Planning

benchmark
COMMUNITIES

East Garrison CSD Maintenance

To: Union Community Partners
99 Alamden Blvd Suite 400
San Jose, CA 95113

Invoice # 5025

Contract # 1-211-316-3

FOR PERIOD FROM: 3-1-17 to 3/31/17

ITEM NO.	DESCRIPTION OF WORK	Qty: Unit	SCHEDULE OF VALUES	PREVIOUS BILLED		COMPLETED THIS PERIOD		Total Completed to Date	
				MTH	Dollars	MTH	Dollars	MTH	Dollars
	CSD Phase 1 - Streets								
1	InterGarrison Road	per mth	\$ 2,200.00			1	\$ 2,200.00	33	\$72,600.00
2	Sherman Blvd	per mth	\$ 315.00			1	\$ 315.00	33	\$10,395.00
3	West Camp Street	per mth	\$ 110.00					31	\$ 3,410.00
	CSD Phase 1 - Landscape								
1	Parcel Z1.9	per mth	\$ 2,600.00			1	\$ 2,600.00	33	\$85,800.00
2	Retention Basin 1A	per mth	\$ 400.00			1	\$ 400.00	33	\$13,200.00
3	Open space Basin - H2	per mth	\$ 400.00			1	\$ 400.00	33	\$13,200.00
4	Parcel Z1.10	per mth	\$ 575.00			1	\$ 575.00	33	\$18,975.00
5	Parcel P1.4 (Lincoln Park)	Area Not Completed Yet							
	CSD Phase 1 - Storm Water Basins See Schedule of Values Letter								
1	Basin 1A	per hr	\$63.50/hr \$125.00/hr					1	\$ 3,282.00
2	Basin 1B	per hr	\$63.50/hr \$125.00/hr						
3	Basin 2A	per hr	\$63.50/hr \$125.00/hr					1	\$ 4,036.00
4	Basin 2B	per hr	\$63.50/hr \$125.00/hr					1	\$ 4,032.00
5	Basin 3	per hr	\$63.50/hr \$125.00/hr					1	\$ 2,524.00
	Other Items								
1	Pavement Sweeping	per hr	\$155.00/hr						\$ 1,550.00
2	Pavement Repair	TBD as reports needed plus 10% mark -up							
3	Drainange Facilities	per hr	\$63.50/hr \$125.00/hr						
4	Sidewalk Curb & Gutter	per hr	\$63.50/hr \$125.00/hr						
5	Streetlighting	TBD as reports needed plus 10% mark -up							
	Landscape~ Weed & Tree Spraying Animal/Varment Control Fertilze		Prune witches broom at various locations on oak trees						
6	Tree/Plant Replacement							3	\$ 8,934.75
7	Signage	TBD as reports needed plus 10% mark -up							
8	Pavement Markings	TBD as reports needed plus 10% mark -up							
	Storm Water Basins Bank Repairs Sediment Removal Geotextile Liner Repair Improper Encroachment								
9	Basin 3 Pump Station Repair	per hr	\$63.50/hr \$125.00/hr						
10	Erosion Control	per hr	\$63.50/hr \$125.00/hr						\$ 18,923.00
	Sub-Total				\$ -		\$ 6,490.00		\$ 260,861.75
	Total Due and Payable						\$ 6,490.00		\$ 260,861.75

I hereby certify that all items, units, quantities, and prices of work shown on this Contract Billing are correct; that all work has been performed, and materials supplied in full accordance with the terms and conditions of the construction contract on this project.

East Garrison CSD Maintenance

To: Union Community Partners
99 Alamden Blvd Suite 400
San Jose, CA 95113

Invoice # 5077

Contract # 1-211-316-3

FOR PERIOD FROM: 4-1-17 to 4-30-17

ITEM NO.	DESCRIPTION OF WORK	Qty: Unit	SCHEDULE OF VALUES	PREVIOUS BILLED		COMPLETED THIS PERIOD		Total Completed to Date	
				MTH	Dollars	MTH	Dollars	MTH	Dollars
	CSD Phase 1 - Streets								
1	InterGarrison Road	per mth	\$ 2,200.00			1	\$ 2,200.00	34	\$74,800.00
2	Sherman Blvd	per mth	\$ 315.00			1	\$ 315.00	34	\$10,710.00
3	West Camp Street	per mth	\$ 110.00					34	\$ 3,410.00
	CSD Phase 1 - Landscape								
1	Parcel Z1.9	per mth	\$ 2,600.00			1	\$ 2,600.00	34	\$88,400.00
2	Retention Basin 1A	per mth	\$ 400.00			1	\$ 400.00	34	\$13,600.00
3	Open space Basin - H2	per mth	\$ 400.00			1	\$ 400.00	34	\$13,600.00
4	Parcel Z1.10	per mth	\$ 575.00			1	\$ 575.00	34	\$19,550.00
5	Parcel P1.4 (Lincoln Park)	Area Not Completed Yet							
	CSD Phase 1 - Storm Water Basins See Schedule of Values Letter								
1	Basin 1A	per hr	\$63.50/hr \$125.00/hr					1	\$ 3,282.00
2	Basin 1B	per hr	\$63.50/hr \$125.00/hr						
3	Basin 2A	per hr	\$63.50/hr \$125.00/hr					1	\$ 4,036.00
4	Basin 2B	per hr	\$63.50/hr \$125.00/hr					1	\$ 4,032.00
5	Basin 3	per hr	\$63.50/hr \$125.00/hr					1	\$ 2,524.00
	Other Items								
1	Pavement Sweeping	per hr	\$155.00/hr						\$ 1,550.00
2	Pavement Repair	TBD as reports needed plus 10% mark -up							
3	Drainange Facilities	per hr	\$63.50/hr \$125.00/hr						
4	Sidewalk Curb & Gutter	per hr	\$63.50/hr \$125.00/hr						
5	Streetlighting	TBD as reports needed plus 10% mark -up							
6	Landscape~ Weed & Tree Spraying Animal/Varment Control Fertilize Tree/Plant Replacement		Prune witches broom at various locations on oak trees					3	\$ 8,934.75
7	Signage	TBD as reports needed plus 10% mark -up							
8	Pavement Markings	TBD as reports needed plus 10% mark -up							
9	Storm Water Basins Bank Repairs Sediment Removal Geotextile Liner Repair Improper Encroachment Basin 3 Pump Station Repair	per hr	\$63.50/hr \$125.00/hr						
10	Erosion Control	per hr	\$63.50/hr \$125.00/hr						\$ 18,923.00
	Sub-Total				\$ -		\$ 6,490.00		\$ 267,351.75
	Total Due and Payable						\$ 6,490.00		\$ 267,351.75

I hereby certify that all items, units, quantities, and prices of work shown on this Contract Billing are correct; that all work has been performed, and materials supplied in full accordance with the terms and conditions of the construction contract on this project.

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

1171 Homestead Road, Suite 255
Santa Clara, CA 95050
Tel: 408-246-4848

RECEIVED APR 26 2017

Offices
Santa Clara
San Francisco
Salinas
Santa Rosa

Invoice

Michael Cady
UCP
99 Almaden Blvd. #400
San Jose, CA 95113

Invoice Date: Mar 31, 2017

Invoice Num: 28024

Billing Through: Mar 31, 2017

East Garrison Storm Drain (UCPL0113-001) - Managed by (GMA)

Professional Services:

Classification

ASSISTANT ENGINEER

Hours	Rate	Amount
12.00	\$140.00	\$1,680.00

Total Services: \$1,680.00

Reimbursable Expenses:

Date	Vendor	Description
3/20/2017	Fehr Engineering Company, Inc.	CONSULTANTS - CLIENT BILLABLE
3/28/2017	Central Electric	CONSULTANTS - CLIENT BILLABLE

Cost	Multiplier	Amount
\$936.00	1.10	\$1,029.60
\$480.79	1.10	\$528.87

Total Expenses: \$1,558.47

Project (UCPL0113-001) Total Amount Due: \$3,238.47

Amount Due This Invoice: \$3,238.47

This invoice is due upon receipt



Fehr Engineering Company, Inc.

9057B Soquel Dr., Suite G

Apflos, CA 95003-

Tel: 831-786-0373

UCPL-01-13

Invoice

Invoice Date: Mar 20, 2017

Invoice Num: 1353

Billing Through: Mar 15, 2017

GLEN ANDERSON
SCHAAF & WHEELER
1171 HOMESTEAD ROAD
SANTA CLARA, CA 95050

100 ORD AVE PUMPS (17010.00:) - Managed by (Tom Pinkerton)

Professional Services

Employee	Description	Hours	Rate	Amount
Thomas Pinkerton PE	Principal/Senior Project Manager	5.20	\$180.00	\$936.00

Total Service Amount: \$936.00

Amount Due This Invoice: \$936.00

This invoice is due upon receipt

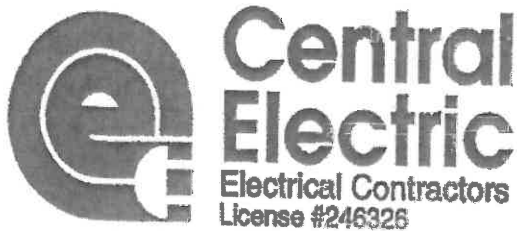
Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$ 936.00	\$ 0.00	-	-	\$ 0.00	\$ 0.00	\$ 0.00

Total Amount Due Including This Invoice: \$936.00

Thank you for allowing us to provide you with our design services. We appreciate your business!

March



UCPL 01.13

Serving the Pajaro Valley
Since 1912

SCHAAF AND WHEELER
1171 HOMESTEAD ROAD STE 255
SANTA CLARA, CA 95050

INVOICE ID: 24105
DATE: March 28, 2017

Customer Number: SCH08

Job Number: 682-2-17410
T/S FUSES AT PUMP STATION

PO Number:
Cust. Job Ref #

Scope:

TROUBLE SHOOT POWER AT LIFT STATION

LOCATION OF WORK: EAST GARRISON PUMP STATION

WORK REQUESTED BY: GLEN ANDERSON

Labor

480.79

Invoice Sub-total

480.79

Amount due this Invoice

\$480.79

430 WALKER STREET
WATSONVILLE
CA 95076-4283

TELEPHONE
@
(831) 724-6321

FAX
@
(831) 724-5108

E-MAIL
POWER @ CENTRAL
ELECTRICCOMPANY.COM

TERMS: 1 1/2 % PER MONTH (OR 18% PER ANNUM) SERVICE CHARGE WILL BE ADDED TO ALL ACCOUNTS NOT PAID WITHIN 30 DAYS FROM DATE OF INVOICE. PURCHASER WILL BE LIABLE FOR ANY LEGAL EXPENSES INCURRED FOR COLLECTION OF THIS INVOICE.

March

QUINN CAT

10006 Rose Hills Road
City of Industry, CA 90801
(562) 463-4800
www.quinncompany.com

SERVICE INVOICE

Make: CATERPILLAR
Model: C9
Serial No: CAT00000AC9E01265
Equipment No:
Machine ID No: CE09733 Meter Reading: 469.0

BILL TO: UCP EAST GARRISON LLC
ATTN ACCOUNTS PAYABLE
* 99 ALMADEN BLVD STE 400
SAN JOSE, CA 95113-1604



Customer Contact: JOHN

Quinn Product Support Rep: VAL KING (408) 315-9704

Quinn Store Location: SALINAS INDUSTRIAL SERVICE, 1300 Abbott Street, Salinas, CA 93901 (831) 758-8481

INVOICE SUMMARY Replace battery for storm drain pump stand-by generator

SEG	DESCRIPTION	PARTS	LABOR	MISC	PLAT RATE	ADJUSTMENT	TOTAL
01	REPLACE BATTERY	384.52	270.00				654.52
	ENV/RECYCLE FEE			24.00			24.00
	MISC HRDWRE/SUPP			26.92			26.92
	SUBTOTAL	384.52	270.00	50.92			705.44
	STATE SALES TAX 7.25			31.57			31.57
	SALINAS CITY TAX 1.5%			6.53			6.53
	TOTAL	384.52	270.00	89.02			743.54

PLEASE MAKE REMITTANCE TO:

QUINN COMPANY

P O Box 849665, Los Angeles, CA 90084-9665

Invoice Number	WON20004201
Invoice Date	03/27/2017
Payment Due Date	04/26/2017
Amount Due	\$ 744.08
Payment Terms:	Net 30 Days
Credit Memo Amount	
Customer Account No.	687305
Quinn Work Order No.	NS03393
Customer PO Number	INGRAHAM

Please use Remittance Advice on last page of this invoice.

SHIP TO:

MAR 31 2017

Go Paperless: To receive your invoices and statements electronically, please visit our website at quinncompany.com.

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following the invoice date. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges equal to the cost of collection (as permitted by laws governing these transactions). When necessary, Quinn will invoke its repairman's lien pursuant to Sections 3051 and 3051a of the California Civil Code. Acceptance by the customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

Bakersfield * City of Industry * Corcoran * Firebaugh * Foothill Ranch * Fresno * Lancaster
Oxnard * Paso Robles * Pomona * Salinas * Santa Maria * Sylmar * Tulare * Yuma, AZ



10006 Rose Hills Road
City of Industry, CA 90601
(562) 463-4000
www.quinncompany.com

Make: CATERPILLAR

Model: C9

Serial No: CAT00000AC9E01265

Equipment No:

Machine ID No: CE09733

Meter Reading: 469.0

SERVICE INVOICE

BILL TO: UCP EAST GARRISON LLC
ATTN ACCOUNTS PAYABLE
99 ALMADEN BLVD STE 400
SAN JOSE, CA 95113-1604

SHIP TO:

Customer Contact: JOHN

Quinn Product Support Rep: VAL KING (408) 315-9704

Quinn Store Location: SALINAS INDUSTRIAL SERVICE, 1300 Abbott Street, Salinas, CA 93901 (831) 758-8461

INVOICE DETAIL

Work Order No. NS03393

Invoice No. WON20004201

Invoice Date: 03/27/2017

QTY	PART NUMBER	DESCRIPTION	STK/IN STOCK	UNIT PRICE	EXTENDED PRICE
		REPLACE BATTERIES			
		REPLACE BATTERY			
		REPLACE BATTERY			

CUSTOMER COMPLAINT:

UTILITY CIRCUIT BREAKER HAD FAILED GENERATOR RAN
UNTIL IT WAS OUT OF FUEL THEN BATTERIES RAN DEAD
FROM NOT HAVING CHARGER ON THEM. REMOVED OLD
BATTERIES INSTALLED NEW ONES PRINED FUEL SYSTEM
STARTED AND LET RUN PER CUSTOMER.

2	115-2422	BATTERY	S	192.26	384.52
		TOTAL PARTS	SEG. 01		384.52 *
		TOTAL LABOR	SEG. 01		270.00 *
		SEGMENT 01 TOTAL			654.52 T

		ENV/RECYCLE FEE			24.00 T
		MISC HRDWRE/SUPP			26.92 T
		STATE SALES TAX 7.25			31.57 T
		MONTREY CNTY TX.125%			.54 T
		SALINAS CITY TAX1.5%			6.53 T
		INVOICE TOTAL			744.08

THANK YOU FOR YOUR BUSINESS.

HOW DID WE DO? YOUR COMPLETE SATISFACTION IS VERY IMPORTANT TO US.

IF THERE IS ANYTHING WE COULD HAVE DONE BETTER,

PLEASE LET US KNOW AS SOON AS POSSIBLE!

SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT

RYAN JEFFERSON, SALINAS PRODUCT SUPPORT MANAGER, AT (831) 789-8342.



10906 Rose Hills Road
City of Industry, CA 90501
(562) 463-4000
www.quinncompany.com

SERVICE INVOICE

BILL TO: UCP EAST GARRISON LLC
ATTN ACCOUNTS PAYABLE
99 ALMADEN BLVD STE 400
SAN JOSE, CA 95113-1604

Make: CATERPILLAR
Model: C9
Serial No: CAT00000AC9E01265
Equipment No:
Machine ID No: CE09733 Meter Reading: 469.0

SHIP TO:

Customer Contact: JOHN

Quinn Product Support Rep: VAL KING (408) 315-9704

Quinn Store Location: SALINAS INDUSTRIAL SERVICE, 1300 Abbott Street, Salinas, CA 93901 (831) 758-8461

INVOICE DETAIL

Work Order No. NS03393

Invoice No. WON20004201

Invoice Date: 03/27/2017

QTY	PART NUMBER	DESCRIPTION	STK/NONSTK	UNIT PRICE	EXTENDED PRICE
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Go Paperless: To receive your invoices and statements electronically, please visit our website at quinncompany.com.

CUT HERE AND RETURN WITH REMITTANCE

UCP EAST GARRISON LLC
ATTN ACCOUNTS PAYABLE
99 ALMADEN BLVD STE 400
SAN JOSE, CA 95113-1604

Invoice No: WON20004201
Invoice Date: 03/27/2017
Due Date: 04/26/2017

Please send your
Payment to:

Account Number: 687305
Purchase Order No: INGRAHAM
Payment Terms: Net 30 Days
Work Order No: NS03393

Amount Due: **\$ 744.08**

Amount Paid:

QUINN COMPANY
P O Box 849665
Los Angeles, CA 90084-9665

Place this coupon in the return envelope
with the mailing addresses clearly visible.

EXHIBIT 2

SCOPE OF WORK AND ANNUAL BUDGET

Ref: *Operation and Maintenance Plan, East Garrison Development*, rev April 26, 2013

Task 1: Public Road Annual Maintenance				
<u>Pavement Sweeping</u> – Sweeping and debris collection along streets, lanes, bicycle lanes, shoulders, and sidewalks.				
<u>Pavement Repair</u> – Conduct periodic inspections of pavement areas in public right-of-ways. In the event that distressed pavement areas are identified, these areas shall be repaired in an appropriate manner. Possible remedies include pavement overlays, slurry seals, or “point and-patch” activities. It is anticipated that pavement would have a useful life of 10 years. Seal coats are anticipated to be applied once every four years.				
<u>Drainage Facilities</u> – Drainage facilities associated with public right-of-ways, including curb-and-gutter structures, inlets, and manholes shall be inspected on a semi-annual basis. Storm drains shall be inspected on an annual basis. Debris removal from inlets and catch basins/traps shall be performed on a semi-annual basis; once in the spring and once in the fall prior to the onset of the wet season.				
<u>Sidewalk and Curb-and-Gutter Repair</u> – Sidewalks and curb-and-gutter structures shall be periodically inspected for distressed conditions. In the event that distressed pavement is observed, repairs will be performed on an as-needed basis if the situation poses a threat to public safety.				
<u>Street Lighting System</u> – Street lights within public right-of-ways shall be inspected and/or repaired in a manner consistent with maintaining public safety. It is anticipated that light fixtures would have a useful life of 20 years and that light bulbs would be replaced every four years.				
<u>Landscaping</u> – Landscaping will be provided along public street medians as well as in other locations within public road right-of-ways. Typical landscaping maintenance activities (mowing, leaf control, pruning, planting, weed/invasive species removal, irrigation system maintenance, and fertilizing) should occur on a regular basis consistent with proper care guidelines for specific plant species that are used in landscaped areas. Irrigation system components include controllers, backflow controls, and remote control valves.				
<u>Signage</u> – Street signs in public streets shall be maintained to prevent public safety from being compromised. Damaged or stolen signage shall be replaced on an as-needed basis. Signs are expected to have a 20-year useful life				
<u>Pavement Markings</u> – Pavement markings in public streets (e.g. striping) shall be inspected to protect public safety. Damaged or worn striping shall be replaced on an as-needed basis.				
TASK 1 SUB-TOTAL ANNUAL BUDGET		FY2016-17	FY2017-18	FY2018-19
		\$ 7,500	\$ 65,200	\$ 66,600
				\$ 68,100
Task 2: Stormwater/Flood Control Annual Maintenance				
<u>Monitoring Program:</u>				
<u>Water surface drawdown</u> – Routine inspections after rain events to verify that the surface of retained water is dropping with time, indicating infiltration				
<u>Litter and coarse debris</u> – Inspections to observe the relative quantity of deleterious materials that could interfere with stormwater conveyance.				
<u>Condition of inlets and outlets</u> – Inspection to assess if any obstructions or evidence of erosion is present at outlets.				
<u>Erosion (general)</u> – Inspection to determine if erosion or bank failures have occurred around the perimeter of the basins.				
<u>Sediment deposition</u> – Inspection during dry months to determine the extent of sediment deposition on basin floors.				
<u>Vegetation</u> – Inspection to determine the presence of vegetation greater than 5 feet in height or the presence of woody				
<u>Leakage through Basin 3 liner</u> – Inspections to qualitatively assess the integrity and performance of the geosynthetic liner installed at Basin 3.				
<u>Public safety</u> – Inspections to determine the condition of basin signage, barriers, and evidence of improper encroachment.				
<u>Vector control</u> – Periodic inspection to observe if ponded water that could serve as mosquito habitat is present within the detention basins.				
<u>Pump monitoring</u> – Periodic observations to assess pumping performance and back-up generator system. Response to alarm system on an as-needed basis.				

<u>Monitoring Schedule:</u>				
<u>Routine monitoring</u> – Two full monitoring events per year; one during wet season following a storm resulting in 0.2 inch or more of precipitation.				
<u>Extreme event monitoring</u> – Monitoring events following a storm resulting in 2 inches or greater of precipitation in a 24-hour period.				
<u>Routine Maintenance Activities</u>				
Removal of litter and coarse debris.				
Vegetation control and management.				
Cleaning of stormwater basin outlet structures				
Stormwater Basin 2b junction box maintenance.				
<u>Non-Routine Maintenance</u>				
Emergency outlet maintenance				
Bank repairs				
Sediment removal				
Geotextile liner repair				
Improper encroachment				
TASK 2 SUB-TOTAL ANNUAL BUDGET		FY2016-17	FY2017-18	FY2018-19
		\$ 7,600	\$ 66,600	\$ 68,100
				\$ 69,700
Task 3: Park & Open Space Annual Maintenance				
<u>Landscaping</u> – Landscaping activities such as mowing, weeding/invasive species removal, pruning, fertilizing, transplanting, irrigation system monitoring and maintenance, and leaf removal should be performed on a regular basis based on proper care guidelines for the plant species selected for the project.				
<u>Sports facilities</u> – Activities such as baseball infield maintenance, baseball diamond and soccer field marker striping, court sweeping/refinishing, bocce court maintenance, and general sports equipment maintenance should be performed on a regular basis based on level of use and the resulting wear. Additionally, routine inspections should be performed to identify if any damaged equipment poses a hazard.				
<u>Playgrounds</u> – Inspection and maintenance of playground equipment, safety equipment (i.e., wood chips, padding) should be performed on a regular basis depending on the level of use and resulting wear.				
<u>Structures</u> – Ongoing inspection and maintenance should be performed for the pavilion stage and seating area, the gazebo, drinking fountains, restrooms and restroom fences, the interactive fountain, and table/seating areas. Additionally, garbage should be collected on a regular basis from the facilities, and walls should be inspected and cleaned if graffiti or other staining is present.				
TASK 3 SUB-TOTAL ANNUAL BUDGET		FY2016-17	FY2017-18	FY2018-19
		\$ 57,600	\$ 503,900	\$ 515,100
				\$ 526,700
Task 4: Optional Services as Assigned				
Optional Services include work not anticipated in the Operation and Maintenance Plan which may be required to provide for public safety or compliance with statutes or regulations within the properties and facilities owned by the EGCSO. Optional Services shall be provided only upon prior written authorization by EGCSO, and only if the cost of the work is within the indicated budget, excepting in the event of an emergency, in which case UCP may provide the response and repair services and notify EGCSO as soon as reasonably practicable. An “emergency” as used herein means only the following events: fire, flash flood, earthquake, Act of God, Act of War, and or an immediate unexpected threat to public health or safety which poses a substantial risk of serious bodily harm. Cost of services provided for such emergency services under this Agreement shall not exceed the Total Annual amount of \$20,000.				
TASK 4 SUB-TOTAL ANNUAL BUDGET NOT TO EXCEED		FY2016-17	FY2017-18	FY2018-19
		\$ 7,300	\$ 63,600	\$ 65,000
				\$ 66,500
Non-Emergency Optional Services		\$ 7,300	\$ 43,600	\$ 45,000
Emergency Optional Services		\$ -	\$ 20,000	\$ 20,000
TOTAL ANNUAL BUDGET NOT TO EXCEED		FY2016-17	FY2017-18	FY2018-19
		\$ 80,000	\$ 699,300	\$ 714,800
				\$ 731,000
*NOTE - The effort anticipated to complete this work is based on the scope and cost estimates in the Operation and Maintenance Plan, East Garrison Development, rev April 26, 2013 and escalated to 2017 dollars. Cost estimates are the best available at the time of Plan preparation. Actual invoiced amounts may vary from initial task estimates due to weather impacts, unanticipated repairs, inspection report recommendations, etc.				

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