

SANTA CLARA VALLEY WATER DISTRICT

2013 Clean, Safe Creeks and Natural Flood Protection Program

COMPREHENSIVE STEWARDSHIP GRANT PROGRAM

This Comprehensive Stewardship Grant Program Agreement (Agreement), effective upon full execution, is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a California special district (District) and CITY OF GILROY, a municipal corporation of the State of California (Grantee). District and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding to support Grantee's Ronan Channel Interim Trail Project - Phase I (Project).

RECITALS:

- A. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2000, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Clean, Safe Creeks and Natural Flood Protection program (CSC Program).
- C. The CSC Program special tax provides funding for activities consistent with this 2013 Comprehensive Stewardship Grant Program (Grant Program), focused on environmental enhancements (Outcome 3.2), pollution prevention (Outcome 2.1 and 2.5) and public access to trails and open space (Outcome 4.1).
- D. The District's Board of Directors approved the use of District funds for a 2013 Comprehensive Stewardship Grant Program on January 22, 2013.
- E. On May 6, 2013, the Grantee's City Council adopted a Resolution authorizing Grantee's application for a District Comprehensive Stewardship Grant and acceptance of the grant, if awarded, for Grantee's Ronan Channel Interim Trail Project - Phase I (see Appendix G, Resolution).
- F. Grantee submitted an application to the District's Comprehensive Stewardship Grant Program for its Ronan Channel Interim Trail Project - Phase I to implement environmental enhancement, pollution prevention, and/or public access to trail and open space activities.
- G. On June 25, 2013, the District Board approved the Ronan Channel Interim Trail Project - Phase I, allocating one hundred ninety thousand dollars (\$190,000.00) in Grant funds to Grantee and authorized the District's Chief Executive Officer (CEO) to award a grant contract to Grantee. Consistent with Grantee's application submitted, any additional funds necessary to complete the Project will be supplied by the Grantee or other funding sources it secures.
- H. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of one hundred ninety thousand dollars

(\$190,000.00) and any additional funds necessary to complete the Project will be supplied by the City of Gilroy.

The Parties agree to the following terms and conditions:

Section 1. Special Provisions

- A. Within the Project Performance Period, Grantee will mention the Project and the District's CSC Program as a funding source in at least one article published in any newspaper, magazine, or e-newsletter that the Grantee issues or submits materials to for publication.
- B. Grantee shall post signs acknowledging the District's participation in the development of the Project and the use of Clean, Safe Creeks and Natural Flood Program Funds, should there be an implementation component. District to provide sign template(s) to Grantee, upon request, for use in Project where feasible.
- C. Grantee shall invite, in writing, members of the District Board to participate in any groundbreaking, opening, or ribbon cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other officials have speaking roles.
- D. After Project completion, Grantee will make a presentation to the District's Board regarding the Project outcome.

Section 2. General Provisions

- A. *Definitions*
 - 1. Acquisition: to obtain fee title or a lesser interest in real property, including a conservation easement or development rights.
 - 2. Agreement: this contract between the District and the Grantee specifying the payment of funds by the District for the performance of the Project Scope within the Project Performance Period by the Grantee.
 - 3. Application: the 2013 Comprehensive Stewardship Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
 - 4. CSC Program: The District's Clean, Safe Creeks and Natural Flood Protection Program special tax approved by the voters in November 2000.
 - 5. Development: The creation, by construction of or addition to existing facilities, of new watershed activities at the Project site.
 - 6. District: Santa Clara Valley Water District.
 - 7. Grant Program: Watershed Stewardship Grant Program.

8. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board.
9. Project Completion: Project completion per requirements stated in Section 2. General Provisions, G. Project Completion.
10. Project Grant Amount: The amount of Grant funds allocated by the District's Board to Grantee for the Project.
11. Project Performance Period: The Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 2. General Provisions, H. Agreement Term.
12. Property: The real property described in Appendix A, Project Scope, for acquisition or development with the Project.
13. Total Project Cost: The full cost of the Project, including funds from all funding sources, as identified in Appendix C, Project Budget.

B. Project Execution

1. District hereby grants to Grantee, a sum of money (grant monies) not to exceed one hundred ninety thousand dollars (\$190,000.00), in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix A, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval of the District. Such request must be submitted in writing to the District Contact, per Section 4. Miscellaneous Provisions, A. Miscellaneous Provisions, Item 5 of this Agreement. District's disbursement of Grant funds is dependent on District approval of changes the District deems are significant.
3. Grantee will complete the Project in accordance with Appendix A, Project Scope, Appendix B, Project Schedule, and Appendix C, Project Budget.
4. Project Scope, Project Schedule and Project Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both Grantee and District in advance of such adjustment. Project Schedule adjustments that do not impact the expiration date of this Agreement may be approved by District without the necessity of a formal amendment to this Agreement.
5. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities, and the California Environmental Quality Act

(Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. Seq.).

6. Grantee must secure (1) fee title, (2) leasehold, (3) other real property interest, (4) permit for site access, or (5) property owner's agreement for site access to the Project lands as necessary for performance of this Agreement.
7. Grantee must enter into a Joint Use Agreement with the District for use of any District property prior to execution of this Grant Agreement, or prior to reimbursement of grants funds for this Project, at District's discretion.

C. *Project Administration/Reporting Requirements*

1. Grantee shall provide written quarterly reports (on a fiscal year schedule), using the District's standard form presented in ~~Appendix F, Status Report Form~~. Reports will be completed and submitted in conjunction with invoicing (~~Appendix D, Project Invoice~~) as appropriate. Status reports shall include an update per task as included in Appendix A, Project Scope.
2. Grantee shall provide one hard copy and one electronic version of items listed in Section 2. General Provisions, G. Project Completion.
3. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on [DATE], on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."

4. Quarterly reporting will end with submittal of Project Completion packet (see Section 2. General Provisions, G. Project Completion).

D. *Termination of the Agreement*

1. Grantee may unilaterally terminate this Agreement at any time prior to District disbursement of Grant Program funds by providing 30 days written notice to District.
2. Failure by Grantee to comply with the terms of this Agreement may be cause for suspension or termination of funding by the District. Additionally, in the event of failure to complete Project, Grantee may be required to repay District for funds received, including interest earned at

the District's pooled portfolio monthly interest yield corresponding to the month(s) the funds were due to the District.

E. Indemnification

1. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rate but, instead, District and Grantee agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members,

F. Nondiscrimination

1. Anti-Discrimination—The District is an equal opportunity employer and requires all parties it contracts with to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the District will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any sub-consultant, employee, or applicant for employment, in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay, or other forms of compensation, or against any other person, on the basis of race, color, religion, ancestry, gender, national origin, age (over 40), marital status, medical condition (including cancer), pregnancy, parental status, the exercise of family care leave rights, political affiliation, sexual orientation, gender identity, special disabled veteran status, Vietnam Era veteran and all other Veteran status, or because of a physical or mental disability (including, HIV and AIDS). The District's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of American Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); and California Labor Code Sections 1101 and 1102."
2. The completed Project will be open to members of the public generally during hours specified by the Grantee, except as noted under the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with the District.

G. Project Completion

1. After Grantee completes the Project by meeting all requirements stated in Appendix A, Project Scope, Grantee must submit the Project Completion packet detailed in a-f below to the District Contact and it must include:
 - a. Final Payment Request Form (Appendix E).
 - b. Final Invoice (Appendix D).
 - c. Final Status Report Form (Appendix F), including documentation of accomplishments.
 - d. Notice of Completion for public works construction projects.
 - e. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative.
 - f. Presentation to the Board of Directors on completed Project. District will provide Grantee with approximate date prior to expiration of the Agreement Term.
2. District conducts final on-site Project inspection as deemed necessary.
3. District processes Grantee's invoice for final payment.

H. Agreement Term

1. The term of this Agreement commences upon full execution by the Parties. Approval of this Agreement by both parties is necessary for any disbursement of Grant funds. This Agreement expires upon the earliest of: Project Completion in accordance with Section 2. General Provisions, G. Project Completion; or June 30, 2016.

I. Insurance Provisions

1. During the entire term of the Agreement, Grantee must maintain the insurance coverage described in Appendix H. Insurance Requirements.

Section 3. Financial Provisions

A. Accounting and Audit Requirements

1. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. Grantee should provide clear audit trails, especially the source of original documents such as, but not limited to, receipts, progress payments, invoices, time cards, etc. **AVOID AUDIT EXCEPTIONS—KEEP ACCURATE RECORDS.**

2. Grantee agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide District, or its agent, with any relevant information requested and will permit District, or its agent, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
3. Grantee's detailed budget is included as Appendix C, Project Budget and is consistent with Grantee's Project Proposal. The Project Budget will be used by District as the basis for evaluating Grantee's invoices for Grant funds. In cases where invoices are inconsistent with the Project Budget, invoices must either be revised for consistency or an amendment to this Agreement may be necessary to align the Project Budget with the actual reimbursable expenditures for the Project.
4. Grantee must document its eligibility for award and receipt of CSC Grant Funds by verifying it is not included in any current Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs. Exclusion of Grantee from this list, verified at <http://www.arnet.gov/epls>, demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.
5. Grantee is responsible for repayment to District of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources of information that become available to the District after the District has satisfied an invoice from Grantee and disbursed CSC Program Grant funds.
6. Construction costs are deemed "reasonable" if obtained by competitive bidding.

B. Eligible Costs

Total Project Grant Amount is not-to-exceed one hundred ninety thousand dollars (\$190,000.00) and will be disbursed to Grantee according to the terms and conditions as stated in Section 3. Financial Provisions, C. Payment Request Process, and D. Invoicing.

1. Only Project related costs incurred during the Project Performance Period, excluding costs incurred prior to and during preparation of the Grant application, specified in this Agreement are eligible for reimbursement. All such costs must be supported by appropriate documentation, including but not limited to subcontractor invoices and receipts (see Appendix D. Project Invoice).

2. Personnel or Employee Services—Services of the Grantee's employees engaged in project execution are eligible costs. These direct labor costs must be computed according to the Grantee's prevailing wage or salary scales and may include fringe benefit costs such as vacation, sick leave and social security contributions that are customarily charged to the Grantee's various projects for which the Grantee has submitted a Benefit Rate Calculation to the District. Indirect overhead is limited to 10% of Salary plus Benefits. Costs charged to the project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the project. Overtime costs may be allowed under the Grantee's established policy; provided that the regular work time was devoted to the same project.
3. Salaries and wages claimed for employees working on grant funded projects must not exceed the Grantee's established rates for similar positions.
4. Project costs for non-construction tasks are limited to 20% of District contribution to Total Project Cost.
5. Consultant Services—The costs of consultant services necessary for the project are eligible. Consultants must be paid by the customary or established method and rate of the Grantee. No consultant fee may be paid to the Grantee's own employees.
6. Construction Equipment—Equipment owned by Grantee may be charged to the project for each use. Equipment use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide.
 - a. If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used and relate the use to the Project.
 - b. The purchase of equipment with Comprehensive Stewardship Grant funds is not permissible.
7. Construction Supplies and Materials—Supplies and materials may be purchased for a specific project or may be drawn from a central stock, provided they are claimed at a cost no higher than that paid by the grant recipient. Supplies and materials purchased for the construction of a piece of equipment, a structure or a part of a structure may be charged to the Project. If charged, only that cost incurred during the Project performance period and attributed to the project may be claimed.
8. Signs and Interpretive Aids—The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.
9. Construction—The costs of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility are eligible.

10. Acquisition—Costs of acquiring real property interests are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees.
11. Relocation Costs—Relocation costs are allowable for projects that result in displacement of any person and/or business. The Grantee must comply with all federal and local laws, as well as the requirements of the State Relocation Act (Chapter 16 Government Code, Section 7260 et seq.), if applicable, even if relocation costs are not claimed for reimbursement.
12. Other Expenditures—In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the Project. Examples of such costs include:
 - a. Postage; and
 - b. Transportation costs for moving equipment and/or personnel.

C. Payment Request Process

This Grant Agreement is based on a reimbursement model with specific details as noted below.

1. Grantee may submit multiple Payment Request Forms as necessary, but not more often than monthly.
2. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 2. General Provisions, G. Project Completion) and the Payment Request Form (Appendix E) for the final payment.

PAYMENT REQUEST PROCESS		
PAYMENT TYPE	WHEN TO SUBMIT IT	SUPPORTING DOCUMENTATION TO SEND TO PROJECT OFFICER
Payment Request Reimbursement (up to 90% of the total Project Grant Amount)	Once Grantee can provide evidence to show significant progress toward completing Project tasks.	<ul style="list-style-type: none"> • Payment Request Form (Appendix E) • Invoice Form (Appendix D) • Status Report Form (Appendix F) • For direct expenses, copies of invoices with all attachments shall be submitted • For labor costs, copies of Timesheets shall be submitted • For Benefits Costs, a Benefits Rate Calculation will be submitted • Documentation of accomplishments (i.e., draft and final plans, designs, etc.)
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> • Project Completion packet (see Section 2. General Provisions, G. Project Completion)

D. Invoicing

1. The Project Invoice (Appendix D) and Status Report Form (Appendix F) shall accompany the Payment Request Form (Appendix E) and shall incorporate Grantee name and remittance address, a description/itemization of goods or services, dollar amount of goods or services, invoice date and number, and Agreement number. Work performed shall be determined on a per task basis as outlined in the Project Scope (Appendix A) and Project Schedule (Appendix B). All requests for reimbursements will be accompanied by materials providing evidence of significant Project progress accomplishments commensurate with level of reimbursement requested.
2. District will review Grantee's invoice within ten working days from receipt and advise Grantee of any disputed items. District will review and approve undisputed invoices within ten working days from receipt and issue payment within forty-five calendar days from receipt. District will pay invoices within forty-five calendar days from date invoice is approved by District's Project Manager.
3. Grantee's invoice must include invoices from subcontractors documenting task, task budget, percentage complete, prior billing if any, current billing, and total billed. Documentation supporting Grantee's invoice(s) must document work performed consistent with the frequency of Grantee's invoices to District.

Section 4. Miscellaneous Provisions

A. Miscellaneous Provisions

1. Grantee's waiver of any term, condition, covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach by any other term, condition or covenant.
2. This Agreement contains the entire Agreement between District and Grantee relating to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
3. This Agreement shall be governed and construed in accordance with the laws of the State of California.
4. This Agreement may be executed in counterparts and will be binding as executed.
5. Grantee's request(s) for modification(s) to the Project Scope, Project Schedule, or Project Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by the District's executive management responsible for the CSC Grant Program provided:

- a. The Grant award by the District's Board did not impose a restriction on such revisions; and
 - b. No additional Grant funds are requested. All such requests will be considered by the District's executive management responsible for the CSC Grant Program.
6. Revisions to the Project Scope, Project Schedule, or Project Budget are subject to review and prior approval of the District.
7. An extension to the term of this Agreement for a period up to twelve (12) months beyond the current expiration date may be approved by District. Requests for term extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable the District's executive management to evaluate Grantee's request. The District's executive management will consider criteria such as the following:
 - a. The amount of Grant funds not yet disbursed to Grantee;
 - b. Grantee's progress in completing the Project Scope and the reasons supporting any delays;
 - c. Whether Grantee has the dedicated human and financial resources to continue to complete the Project Scope during the extension period; and
 - d. Whether such extension is in the best interest of the District.
8. An amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 2. General Provisions, I. Agreement Term. If this Agreement is not extended prior to its expiration, any unexpended Grant funds will be retained by the District and unavailable to the Grantee for the Project.
9. All Appendices, A (Project Scope), B (Project Schedule), C (Project Budget), D (Project Invoice), E (Payment Request Form), F (Status Report Form), G (Resolution), and H (Insurance Requirements) are hereby incorporated herein by this reference and made a part hereof, as though set forth in full.
10. Severability—if any provision of this Agreement is held invalid, that invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
11. Survival—Section 3. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive termination or expiration of this Agreement such that any Eligible Costs incurred during the Project Performance Period may be invoiced by Grantee and paid by the District provided invoices, including final invoice, are submitted prior to the expiration date of this Agreement as stated in Section 2. General Provisions, I. Agreement Term, item 1.

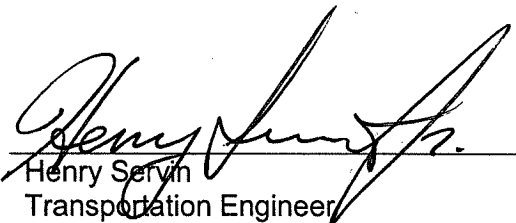
B. Notices

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To SCVWD:	Liang Lee Deputy Operating Officer Watershed Stewardship Division Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 E-mail: llee@valleywater.org	To Grantee:	Rick Smelser Director of Public Work/City Engineer City of Gilroy 7351 Rosanna St Gilroy, CA 95020 E-mail: Rick.Smelser@cityofgilroy.org
Contact:	Brian Mendenhall Project Manager Safe Clean Water Implementation Unit Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-3093 E-mail: bmendenhall@valleywater.org	Grantee Contact:	Henry Servin Transportation Engineer City of Gilroy 7351 Rosanna St Gilroy, CA 95020 Phone: (408) 846-0277 E-mail: henry.servin@cityofgilroy.org

CITY OF GILROY

Date: 12/23/2013

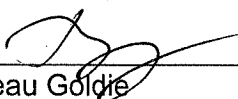
By: 
Henry Servin
Transportation Engineer

APPROVED AS TO FORM:

City Attorney
Legal Counsel

SANTA CLARA VALLEY WATER DISTRICT

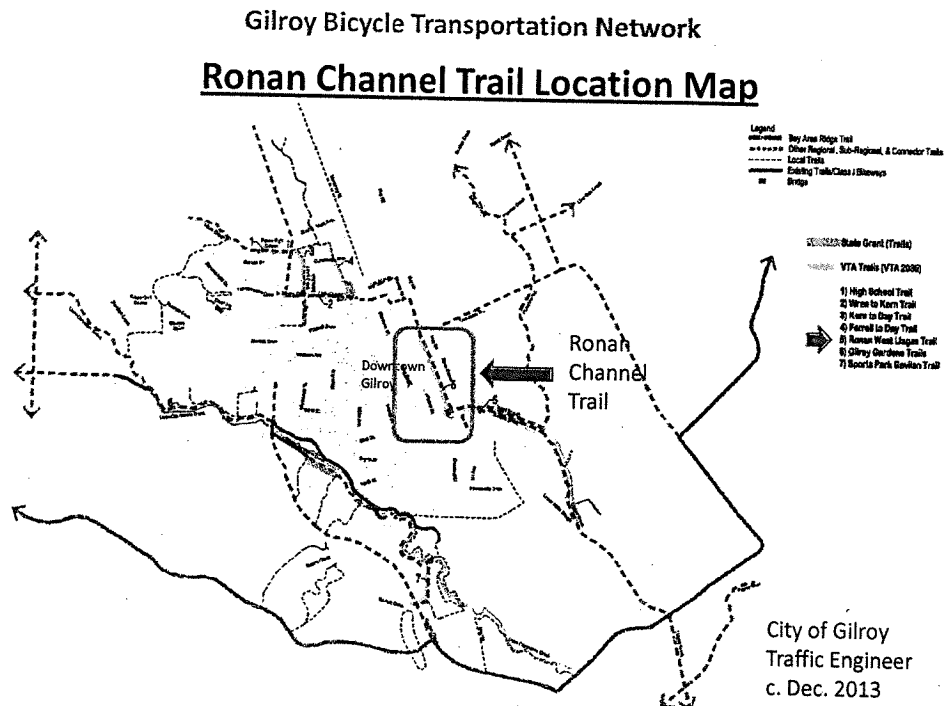
Date: 1/29/14

By: 
Beau Goldie
Chief Executive Officer

APPENDIX A

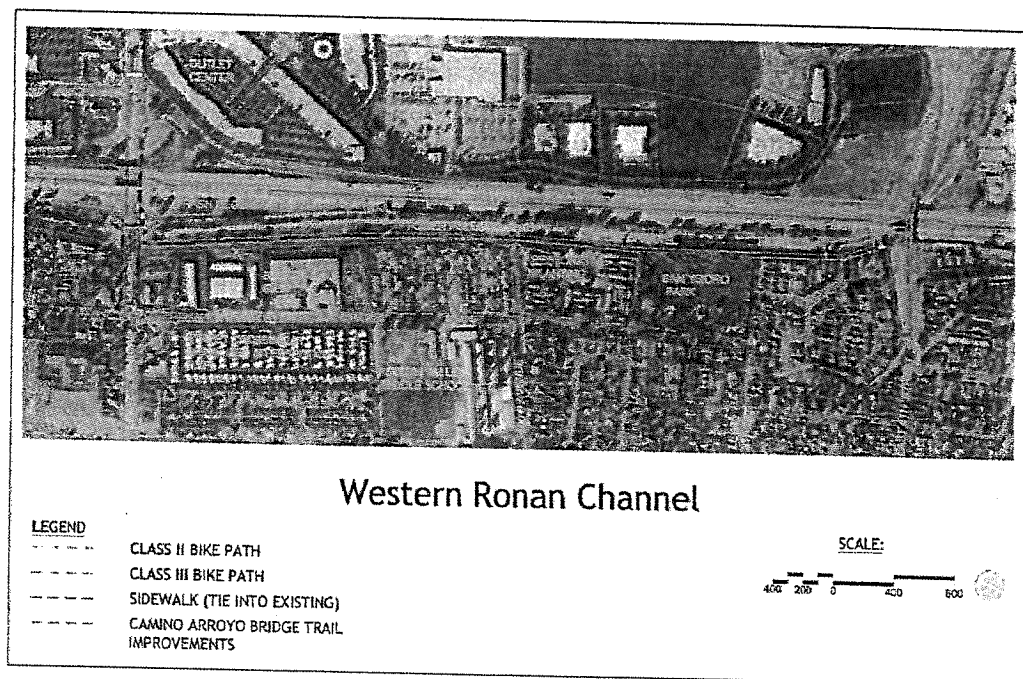
RONAN CHANNEL TRAIL PROJECT SCOPE

3. Location Map



4. Site Plan

RONAN CHANNEL SITE PLAN



APPENDIX A

RONAN CHANNEL TRAIL PROJECT SCOPE

The District's 2013 Comprehensive Stewardship Grant Program is based on a reimbursement model, and as such will require a detailed Project scope that includes a general description, response to evaluation criteria and tasks and subtasks for measuring and auditing progress and the subsequent allocation of funds to Grantee. The description and possible attachments should include, but not limited to:

A. General Description

1. Specific Description of Project Tasks

Within the City of Gilroy, the Western Ronan Channel Parkway Trail (Trail) will convert an existing unpaved creek-side maintenance road that is closed to the public to a multi-use public trail for use by bicyclists and pedestrians. The recreational goals of this project are to expand trails in the City of Gilroy for bicyclists, pedestrians, and joggers, and to provide expanded opportunity for nature appreciation. Proposed project improvements include: providing public access to a paved bicycle and pedestrian path on one side of the creek; aesthetic fencing between the roadway and the trail per District/City standards; native planting and water-conserving irrigation adjacent to the trail; standard street crossing and vehicular barriers where the trail intersects with streets; trails signage; informational displays/interpretive enhancements such as interpretive signage along the parkway; overlook area(s) with benches and landscaping. The Trail consists of 5,570 linear feet of a 12' wide bicycle/pedestrian trail with 18"-24" wide aggregate shoulders on each side.

The Trail will provide a key link for the City's overall trails system in a neighborhood currently not served by trails. It will not only have a recreational value, it will also serve as a trip reducing transportation route, connecting two of the City's major commercial and employment centers with residential neighborhoods. The recreational goals of this project are to expand trails in the City of Gilroy for bicyclists, pedestrians, and joggers, and to provide expanded opportunity for nature appreciation. The Trail will help to achieve an important trail segment identified in the City of Gilroy's *Trails Master Plan* and the County of Santa Clara's *Countywide Trails Master Plan*. These trails are part of a much larger trail network system ultimately connecting 12.75 miles of trails throughout the City out of the 43.2 mile Master Trails Plan! This project will be one of the first few trails constructed out of the larger network of trails planned in the Gilroy Trails Master Plan.

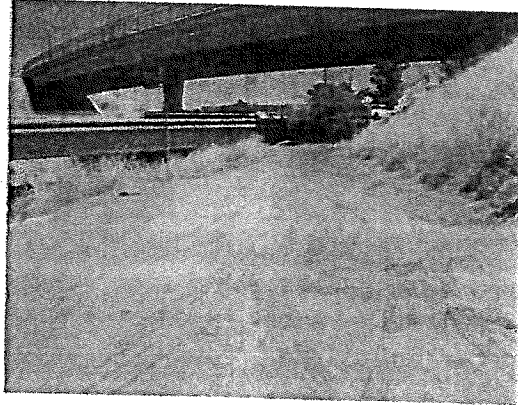
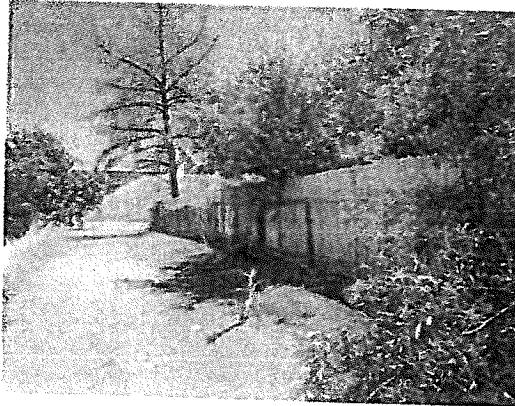
As the Ronan Channel is a respected animal and plant habitat and flood control waterway, all environmental and SCVWD operational requirements will be adhered to and monitored for compliance with existing agreements, while still incorporating a paved trail to increase its recreational value for Gilroy and greater Santa Clara County residents.

2. Specific Location of Project

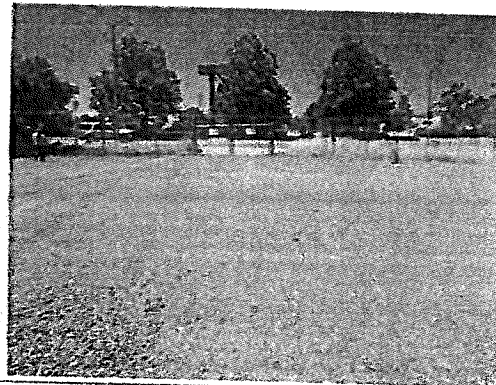
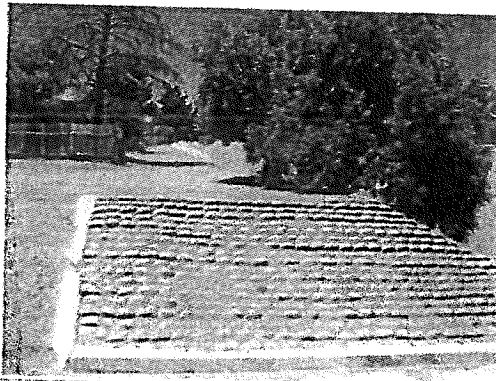
The Western Ronan Channel Santa Clara Valley Water District (SCVWD) Service Road Trail is located in east-central Gilroy about a half-mile east of its downtown. It will convert an existing north-south unpaved creek-side maintenance road that is closed to the public to a multi-use public trail for use by bicyclists and pedestrians. The maintenance road is currently operated by SCVWD. The Trail will provide a key link for the City's overall trails system in a neighborhood currently not served by trails. It will provide a trail connection between neighborhoods and two commercial districts, the Leavesley Avenue Gilroy Outlets and a large office area to the north, and the 10th Street commercial areas to the South, and Downtown shopping areas to the east via San Ysidro Park.

APPENDIX A
RONAN CHANNEL TRAIL PROJECT SCOPE

5. Photos of Project



FACING HWY 101 AND SIXTH STREET AT
SOUTHERN PEDESTRIAN BRIDGE APPROACH



NORTHERN PEDESTRIAN BRIDGE APPROACH

LEAVESLEY ROAD PUBLIC ACCESS POINT

(Proposed project areas along Ronan Channel trail)

6. Adjacent Water Bodies and Creeks

The trail is proposed to lie along the western bank of the Ronan Channel SCVWD facility within the City of Gilroy. The Ronan Channel is a tributary waterway of Llagas Creek.

7. Adjacent trails, parks and open space

Within the City of Gilroy, the Western Ronan Channel SCVWD service road, south of Leavesley Road and north of Sixth Street consists of 10,198 linear feet of a 12' wide bicycle/pedestrian trail with 18" to 24" wide aggregate shoulders on each side. The Ronan Channel Trail includes the following path segments running perpendicular to the main channel: 50' connection to the IOOF Avenue cul-de-sac bulb-out, 250' connection to San Ysidro Park along Lewis Street, and 581' along the south side of Miller Slough. The Miller Slough trail segment will be connected to the southern reach of the Ronan Channel Trail segment by either a 60' long and 12' wide (clear width) prefabricated bridge (metal frame with wood decking) or SCVWD approved equivalent. Trail materials will be asphalt over aggregate base. The northern end of the trail will connect to surface streets in the vicinity of

APPENDIX A

RONAN CHANNEL TRAIL PROJECT SCOPE

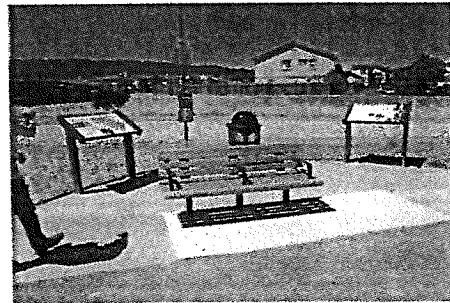
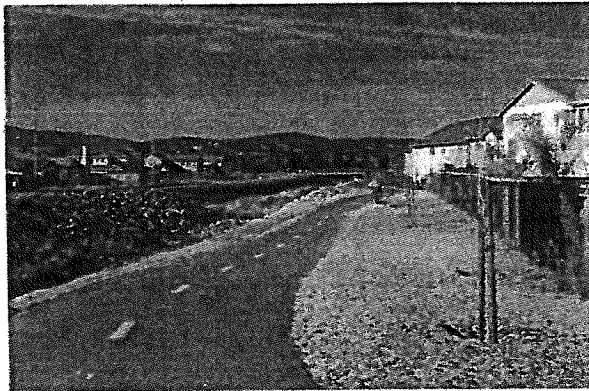
the eastern end of the Lions Creek trail. A future trail project will seek to provide a gap closure to join Lions Creek trail to this proposed Ronan Channel trail.

8. Existing SCVWD/ Gilroy agreements in the Project vicinity

Within the City of Gilroy, existing agreements exist between the SCVWD and the city for paved trails along the Lions Creek, Uvas Creek, and the south-central portion of the Ronan Channel/ Llagas Creek areas.

9. All Proposed Project improvements

Proposed project improvements include: paving (permeable surface material) the existing maintenance road on one side of the creek to trail standards established in the Gilroy Trails Master Plan; fencing between the roadway and the trail per District/City standards; native planting and water conserving irrigation adjacent to the trail; standard street crossing and vehicular barriers where the trail intersects with streets; trails signage at all access points, and interpretive signage along the parkway. The Trail will be constructed in compliance with ADA accessibility guidelines. Interpretive themes and displays will be designed in partnership with SCVWD and the Gilroy Unified School District (GUSD). Trail amenities include benches, trash receptacles, pet bag dispensing stations, and interpretive signage at interim points and trail signage and bollards at trail end/starting points. Concrete split rail fencing is planned along the Leavesley Road and cul-de-sac interfaces. Landscaping consists of trees, shrubs/grasses and temporary irrigation.



TRAIL EMENITIES: BENCHES, PET STATION,
TRASH RECEPTACLES AND INTERPRETIVE
SIGNS

10. Estimated Time of Year for Construction

Summer 2014 through summer 2016.

11. Plans for Project Operation and Maintenance

The Trail will be operated and maintained by the City of Gilroy through a joint use agreement. Planting areas adjacent to the trail will be restored with native plantings, and interpretive signage will be provided. City of Gilroy will maintain the paved trail and landscaping on a regular basis as established by subsequent agreement with the SCVWD consistent with existing similar agreements.

12. Plans for Project Monitoring

APPENDIX A

RONAN CHANNEL TRAIL PROJECT SCOPE

City of Gilroy will comply with all SCVWD and other regulatory body monitoring requirements for work adjacent to or over a waterway. City will hire specialized construction engineering and inspection staff to monitor construction of the project.

13. Specific Staff proposed for Project Team

In-house city staff will consist of a Senior Civil Engineer program manager, a Civil Engineer 1 for project management, and an inspector for city oversight inspection. Consultant staff will consist of Construction Engineer and associated team members to assemble final engineering and bid documents and provide construction period support, and construction management and inspection staff to provide direct construction oversight.

B. Tasks and Subtasks

1. Planning: Completed in December 2013.
2. Design: Preliminary engineering and CEQA EIR work completed in September 2013
NEPA-CE anticipated for completion by February 2014
Final engineering and bid document preparation will occur in February 2014
Bid Award anticipated occurring at beginning of June 2014.
3. Construction: Anticipated to begin by July 2014
4. Construction Engineering & Testing: From June 2014 through October 2015
5. Construction Contingency: From June 2014 through June 2016
6. Landscaping: January 2015 through August 2015
7. Project Management: Ongoing through June 2016

APPENDIX B
RONAN CHANNEL TRAIL PROJECT SCHEDULE

Task	Start	End
Planning:		
Begin Environmental Phase (CEQA):	On-going	
End Environmental Phase (CEQA)		09/2013
Begin Environmental Phase (NEPA-CE)	06/2013	
End Environmental Phase (NEPA -CE)		2/2014
Engineering:		
Begin Design Engineering	On-going	
End Plans, Specs, and Estimates		02/2014
Begin ROW Certification (<i>All Public ROW</i>)	N/A	
Advertise Construction (Ready to List)	04/2014	
Begin Construction (Award)		07/2014
Landscaping	01/2015	08/2015
End Construction		09/2015
Administration:		
Construction Engineering & Testing:	06/2014	10/2015
Construction Contingency:	06/2014	06/2016
Project Management & Acceptance	Ongoing	06/2016

APPENDIX C

RONAN CHANNEL TRAIL PROJECT BUDGET

BUDGET SUMMARY

Phase/Funds	ENV*	ROW	Design*	CM	CON	TOTAL
OBAG	0	0	0	\$ 100,000	\$ 934,000	\$ 1,034,000
SCVWD	0	0	\$25,000	\$ 30,000	\$ 135,000	\$ 190,000
Comprehensive Stewardship Grant						
<u>Local Match</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>\$ 135,000</u>	<u>\$ 135,000</u>
			\$25,000	\$130,000	\$1,204,000	\$ 1,359,000

*Funding already secured through VTA-BEP

Attachment 3
Page 20 of 34

APPENDIX D
PROJECT INVOICE

<http://www.valleywater.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=9155>

INVOICE

[illegible]

APPENDIX E

PAYMENT REQUEST FORM

GRANT: Santa Clara Valley Water District 2013 Comprehensive Stewardship Grant Program Program	
AGREEMENT NO.:	GRANTEE:
PROJECT TITLE:	
1. TYPE OF PAYMENT: <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
2. PAYMENT INFORMATION (Round all figures to the nearest dollar):	
a. Project Amount	\$ _____
b. Funds Received to Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount of This Request	\$ _____
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
3. SEND PAYMENT TO:	
Grantee Name	_____
Street Address	_____
City, State, Zip Code	_____
Attention	_____
4. TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION: Title	
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION: Date	
FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY	
6. PAYMENT APPROVAL SIGNATURE: Date	

<http://www.valleywater.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=9156>

PAYMENT REQUEST FORM INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

Agreement Number—As shown on page 1 of the Agreement following execution of the Agreement by both Parties.

Grantee—GRANTEE name as shown on the Grant Agreement.

Project Title—Title of Project for which payment is requested.

1. **Type of Payment**—Check appropriate box, and submit this form:

Reimbursement—When Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or

Final—When Grantee has completed the Project, and is requesting the final payment.

2. **Payment Information:**

- a. **Project Grant Amount**—The amount of District grant funds allocated to this Project

- b. **Funds Received to Date**—Total amount already received for this Project

- c. **Available**—(a. minus b.)

- d. **Amount of This Payment Request**—Amount that is requested

- e. **Remaining Funds After This Payment**—(c. minus d.)

3. **Send Payment to:** Grantee Name, Address, and Contact Person

4. **Typed or printed name of person authorized by Resolution.**

5. **Signature of person authorized by Resolution.**

6. **Payment approval signature and date**—For District staff.

Additional Information to supply with Payment Request Form:

- Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
- Attached proof of accomplishments for those tasks being charged against (i.e., draft plans/designs, final plans/designs, environmental documentation, etc.).
- Attached Appendix F with updated information.

APPENDIX F
STATUS REPORT FORM

Grantee: City of Gilroy

Grant Program: Santa Clara Valley Water District 2013 Comprehensive Stewardship Grant Program

Project Name: Ronan Channel Trail

ITEM	STATUS (ON TARGET/COMPLETE/ BEHIND SCHEDULE)	COMMENTS
Project on-schedule?		
Project within budget?		
Project within scope?		
List of completed tasks		
Task 1		
Task 2		
Task 3		
Task 4		
Discussion of project challenges, including public concerns or opposition		
Community based organizations supporting the Project		
Newly identified enhancement/ stewardship opportunities in the Project vicinity		
Newly identified trails, parks or open space in Project vicinity		
Newly identified capital projects in the Project vicinity		

<http://www.valleywater.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=9157>

APPENDIX G
RESOLUTION

RESOLUTION NO. 2013 - 12**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GILROY APPROVING THE APPLICANT TO APPLY
FOR GRANT FUNDS UNDER THE CLEAN, SAFE CREEKS
AND NATURAL FLOOD PROTECTION PROGRAM OF
2000****2013 COMPHRENSIVE STEWARDSHIP GRANT PROGAM
APPLICATION FOR RONAN CHANNEL TRAIL INTERIM
PROJECT PHASE I**

WHEREAS, the Santa Clara Valley Water District has enacted the Comprehensive Stewardship Grant Program, which provides funds for environmental enhancements and restoration, pollution prevention, and public access to trails and open space; and

WHEREAS, the Santa Clara Valley Water District's Stream Stewardship Unit has been delegated the responsibility for administration of the grant program, setting up necessary procedures; and

WHEREAS, said procedures established by the Santa Clara Valley Water District require Grantee's Governing Body to certify by resolution the approval of Grantee to apply for and accept grant program funds; and

WHEREAS, Grantee will enter into an Agreement with Santa Clara Valley Water District;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF GILROY AS FOLLOWS:**

1. Approves the filing of an Application for local assistance funds from the Comprehensive Stewardship Grant Program under the Clean, Safe Creeks and Natural Flood Protection Program of 2000.

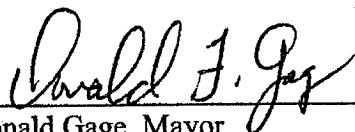
RESOLUTION NO. 2013-12

2. Approves the acceptance of grant funds from the Comprehensive Stewardship Grant Program under the Clean, Safe Creeks and Natural Flood Protection Program of 2000, upon approval of grant funding for the project by the District Board of Directors.
3. Certified that the Applicant has or will have sufficient funds to operate and maintain the Project.
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions, and Financial Provisions contained in the Agreement.
5. Appoints the Transportation Engineer as agent to conduct all negotiations, execute and submit all documents including but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

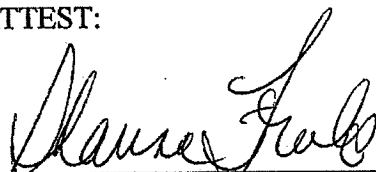
PASSED AND ADOPTED on this 6th day of May, 2013 by the following roll call vote:

AYES:	COUNCILMEMBERS:	AULMAN, BRACCO, LEROE-MUÑOZ, TUCKER, WOODWARD and GAGE
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	ARELLANO

APPROVED:


Donald Gage, Mayor

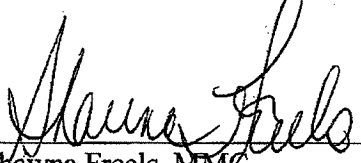
ATTEST:


Shawna Freels, City Clerk

RESOLUTION NO. 2013-11

I, SHAWNA FREELS, City Clerk of the City of Gilroy, do hereby certify that the attached Resolution No. 2013-12 is an original resolution, or true and correct copy of a city resolution, duly adopted by the Council of the City of Gilroy at a regular meeting of said Council held on the 6th day of May, 2013, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this 7th day of May, 2013.


Shawna Freels, MMC
City Clerk of the City of Gilroy

(Seal)

APPENDIX H

INSURANCE REQUIREMENTS

Grantee will ensure that the Santa Clara Valley Water District, its directors, officers, agents and employees are named as additional insureds on all Commercial General and Automobile Liability policies to be obtained by vendors working on this Project.

APPENDIX IV

INSURANCE- CONTRACTOR-No Construction Risk

Please refer to the insurance requirements listed below.

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the Contractor must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Contractor's insurance agent(s) and/or broker(s), who have been instructed by Contractor to procure the insurance coverage required herein.

In addition to certificates, Contractor must furnish District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the contract commences.** In the event of a claim or dispute, District has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

Contractor must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage that is at least as broad as that found in the standard ISO Form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest
- e. Broad Form Property Damage liability
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of Contractor's insurance and will not contribute to it.

APPENDIX IV

INSURANCE- CONTRACTOR-No Construction Risk

2. **Business Auto Liability Insurance** with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. **Workers' Compensation and Employer's Liability Insurance**

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s)** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Contractor will be notified of such requirement(s) by the District.

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Contractor's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall

APPENDIX IV

INSURANCE- CONTRACTOR-No Construction Risk

reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. **Subcontractors:** Should any of the work under this Agreement be sublet, the Contractor must require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractors may insure subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of the District must not be deemed to release or limit any liability of Contractor. Damages recoverable by the District for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees on to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation policy, described in **Required Coverages** above. Contractor agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions please advise him/her to call Mr. David Cahen, District Risk Management Administrator at (408) 265-2607, extension 2213.

February 4, 2014

Henry Servin
Transportation Engineer
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

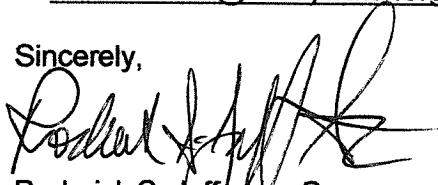
Subject: 2013 Comprehensive Stewardship Grant Program Agreement A3710R between the Santa Clara Valley Water District and City of Gilroy for the Ronan Channel Trail, Interim Project Phase 1

Dear Mr. Servin,

Enclosed is a fully executed copy of **Agreement No. A3710R** which was approved by the Santa Clara Valley Water District's Chief Executive Officer, Beau Goldie, on January 29, 2014. Please retain this original for your records.

If you have any questions, please contact Project Manager, Brian Mendenhall at (408) 630-3093 or bmendenhall@valleywater.org.

Sincerely,



Roderick S. Jefferson Sr.
Supervising Program Administrator
Consultant Contract Services

Enc.: Agreement A3710R

cc: B. Mendenhall
G. Canha, Accounting
File# BT 3608