

June 17, 2015

Rachel Santos
Santa Clara County Open Space Authority
6980 Santa Teresa Blvd
Ste 100
San Jose, CA 95119

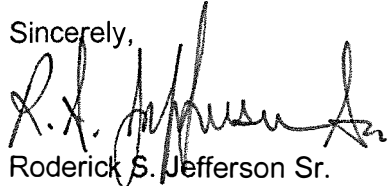
Subject: Agreement A3861R between the Santa Clara Valley Water District and Santa Clara County Open Space Authority

Dear Ms. Santos,

Enclosed is an enacted copy of **Agreement A3861R** which was executed by the Santa Clara Valley Water District on June 12, 2015. Please retain the enclosed copy for your records and to reference any future correspondence related to this contract with Agreements A3861.

If you have any questions regarding these Agreements, please contact Project Manager Sarah Young at (408) 630-2468 or by email at syoung@valleywater.org.

Sincerely,



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

Enc.: Agreement A3861R

SANTA CLARA VALLEY WATER DISTRICT

Safe, Clean Water and Natural Flood Protection Program

FY 2015 SAFE, CLEAN WATER PROJECT D3 TRAILS GRANT

This FY 2015 Safe, Clean Water Project D3 Trails Grant Agreement (Agreement), effective upon full execution, is entered into by and between the Santa Clara Valley Water District, a California special district (District) and Santa Clara County Open Space Authority, a public entity (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 **Coyote Valley Open Space Preserve Outdoor Learning Center and Creekside Valley Loop Trail** (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 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection program (Safe, Clean Water).
- C. The Safe, Clean Water Program special tax provides funding for activities consistent with this 2015 Safe, Clean Water Project D3 Grant Program (Grant Program), focused on habitat restoration, providing access to trails and open space, education and outreach.
- D. On November 13th, 2014, the Grantee's Governing Board adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Grantee's Coyote Valley Open Space Preserve Outdoor Learning Center and Creekside Valley Loop Trail (see Appendix G, Resolution).
- E. Grantee submitted an application to the District's Grant Program for its Coyote Valley Open Space Preserve Outdoor Learning Center and Creekside Valley Loop Trail to expand trail and open space access.
- F. On February 24, 2015, the District's Board of Directors approved the Coyote Valley Open Space Preserve Outdoor Learning Center and Creekside Valley Loop Trail, allocating the Project Grant Amount not to exceed \$200,000.00 to Grantee and authorized the District's Chief Executive Officer (CEO) to approve and execute a grant contract with 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.
- G. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of specified above and any additional funds necessary to complete the Project will be supplied by the Grantee.

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 Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media 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 Safe, Clean Water 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 elected officials have speaking roles.
- D. After Project completion, Grantee will make a presentation to the District's Board or other venues 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 2015 Safe, Clean Water Project D3 Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
- 4. Development: The creation, by construction of or addition to existing facilities, of new watershed activities at the Project site.
- 5. District: Santa Clara Valley Water District.
- 6. Grant Program: 2015 Safe, Clean Water Project D3 Grant Program.
- 7. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board.
- 8. Project Completion: Project completion per requirements stated in Section 2. General Provisions, G. Project Completion.
- 9. Project Grant Amount: The amount of Grant funds allocated by the District's Board to Grantee for the Project.

10. 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.
11. Property: The real property described in Appendix A, Project Scope, for acquisition or development with the Project.
12. Safe, Clean Water: The District's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012.
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 the Project Grant Amount, 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 and Project Budget adjustments with 10% of each task that does not impact the total amount specified may be approved by District Project Manager without 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.); Guidelines and Standards for Land Use Near Streams and other appropriate plans.
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 for Use of the Districts Cross Valley Pipeline at Coyote Valley Open Space Preserve prior to execution of this Grant Agreement, or prior to reimbursement of grants funds for this Project, at District's discretion. However, nothing shall alter any preexisting right the Grantee may have.
8. Grantee must provide metadata for spatial data required for identifying the location and alignment of the project site per District's Geographical Information System data standards.

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 the date below, 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 or final 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 rata 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, 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, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement. The rights, duties, and obligations of the Parties as set forth above in this Section E. Indemnification, survive termination, expiration, and suspension of this Agreement.

F. Nondiscrimination

1. The District is an equal opportunity employer and requires its contractors to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, 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 age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity and gender expression, and sexual orientation. The Grantee'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 Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with 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.); 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 Board presentation 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, 2018.

I. *Insurance Provisions*

1. During the entire term of the Agreement, Grantee must maintain the insurance coverages 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. Grantee 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 Safe, Clean Water 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.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>, 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 Safe, Clean Water Grant funds.
6. Construction costs are deemed "reasonable" if obtained by competitive bidding, or by other legal means as demonstrated by either party

B. Eligible Costs

Total Project Grant Amount is not-to-exceed that amount identified in Recitals, Item G. 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. Benefit rates shall be limited to no more than 20% of labor rates. 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, for projects that include a construction task.
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 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 minor 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 Safe, Clean Water 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 Safe, Clean Water 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, H. 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, H. Agreement Term.

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:

| | |
|--|--|
| <p>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</p> | <p>To Grantee: Matt Freeman Assistant General Manager Santa Clara County Open Space Authority 6980 Santa Teresa Blvd, Ste 100 San Jose, CA 95119 Phone: (408) 224-7476 Email: mfreeman@openspaceauthority.org</p> |
| <p>Contact: Sarah Young Senior Project Manager Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2468 E-mail: syoung@valleywater.org</p> | <p>Grantee Contact: Rachel Santos Open Space Planner Santa Clara County Open Space Authority 6980 Santa Teresa Blvd, Ste 100 San Jose, CA 95119 Phone: (408) 224-7476 Email: rsantos@openspaceauthority.org</p> |

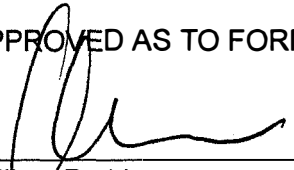
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SANTA CLARA COUNTY OPEN SPACE
AUTHORITY

Date: 4/20/15

By: 
Matt Freeman
Assistant General Manager

APPROVED AS TO FORM:


William Parkin
Legal Counsel

SANTA CLARA VALLEY WATER DISTRICT

 Date: 6-12-15

By: 
Beau Goldie
Chief Executive Officer

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**APPENDIX A
PROJECT SCOPE
COYOTE VALLEY OPEN SPACE PRESERVE
OUTDOOR LEARNING CENTER AND CREEKSIDE VALLEY LOOP TRAIL**

A.General Description

The 348-acre Preserve is situated in the western foothills of Coyote Valley, at 550 Palm Avenue in Morgan Hill CA (*Exhibit A-Location Map*). Approved by the Santa Clara County Open Space Authority (Authority) in 2013, the *Coyote Valley Open Space Preserve Use and Management Plan (Plan)* identifies management goals and objectives for natural and cultural resource protection, agricultural viability, public access, interpretation and partnership programs for the Preserve. Phase I of the Plan includes a 29-vehicle parking area with two ADA-compliant parking spaces and a three trailer equestrian staging area, ADA accessible restroom facility and a 3.2 mile multi-use foothills loop trail. Phase I of the Plan is nearly complete and in the Spring of 2015 the Coyote Valley Open Space Preserve (Preserve) will be dedicated and formally opened to the public for daily access.

Phase II of the Plan—the subject of this grant proposal—will include the design and construction of an Outdoor Learning Center and an ADA-accessible Creekside Valley Loop Trail (*Exhibit B-Site Plan*). The Outdoor Learning Center will provide a multi-functional event space serving as an outdoor classroom and central meeting location for educational and interpretive programs. Interpretive programs at this facility will highlight among many other topics the riparian and watershed features of the Preserve including the South Valley Meadow Restoration Project, which was approved for funding in 2014 by the District and which will restore 8.5 acres of wet meadow, permanently stabilize an active source of sediment pollution to Fisher Creek (a tributary to Coyote Creek), reduce overall storm water runoff in the watershed, increase groundwater retention in Coyote Valley, and restore habitat for special status species. Interpretive programs will also include the natural and cultural history of the Preserve.

There are many other important interpretive elements that can be included in the Project. The Preserve is located in a cross-valley wildlife corridor and is considered to be one of only two viable landscape linkages between the Santa Cruz Mountains and the Diablo Range; it provides potential habitat for 23 special status wildlife species and 26 plant species with the potential to occur on the property, with 3 special status plants species confirmed to occur on the property; and the Preserve also has significant archaeological resources from the Native American period up to about 1850. The entire Preserve falls within the boundary of a prehistoric district dating back approximately 6,000 years.

The Creekside Valley Loop Trail will provide over 0.6 miles of ADA-accessible trail from the Outdoor Learning Center looping through the valley area and along the creeks that flow into Fisher Creek, a tributary to Coyote Creek. The Creekside Valley Loop Trail design will be consistent with the guidelines established in the District's *Guidance For Trail Design For Trails Next to Streams and Streamside Resources*.

Both the Outdoor Learning Center and Creekside Valley Loop Trail will include a series of interpretive panels illustrating the riparian and watershed features, natural and cultural resources of the Preserve. The Outdoor Learning Center will be designed to accommodate docent-led interpretive programs, school field trips to the Preserve, and other educational activities. The Outdoor Learning Center and Trail will provide both active and passive educational interpretive opportunities, including use of the facilities for interpretation programs by school groups, docent led tours, and by community groups such as the Wildlife Education Rehabilitation Center or Native Plant Society, for example. The facility will include state-of-the-art interpretive panels and displays, including interactive technology using QR codes on interpretive posts that link to web-based story telling. The Grantee has already hosted (9) educational programs at the Preserve with a total of 423 participants. The Grantee also hosts an annual Coyote Valley Family Harvest Festival at the Preserve that provides information and celebrates

the Preserve's natural and cultural resources and agricultural history to over 2,300 participants. It is anticipated when the Preserve is opened in the Spring of 2015 that more educational opportunities will evolve as the Preserve is discovered-- these programs would be greatly enhanced with the addition of an Outdoor Learning Center.

A1. Location Map, site plan (attached): *Exhibit A-Location Map and Exhibit B-Site Plan*

A2. Supports District's Mission – Existing District/Grantee Joint Use Agreement

The District encourages the joint use of public property owned by the District. The use of District property along the Cross Valley Pipeline within the Preserve benefits the public by providing access to open space and a new Creekside Valley Loop Trail connection. The Creekside Valley Loop Trail will cross the District's Cross Valley Pipeline property and portions of a District maintenance road which links to an additional 3.2 mile multi-use foothills loop trail. Additionally, riparian and watershed educational interpretive opportunities will be facilitated at the Outdoor Learning Center located along the Creekside Valley Loop Trail.

The Grantee and the District are in the final stages of executing a Joint Use Agreement (JUA) for public trail access over the District pipeline within the Coyote Valley Open Space Preserve. The JUA is expected to be fully executed by June 27, 2015.

A3. Description of Project deliverables and/or improvements

TASK 1: PLANNING

Request For Proposal – RFP

Authority has contracted with a design team for conceptual design for the Project. Authority will perform administrative and GIS tasks in support of Request for Proposal (RFP). The Grantee will draft the RFP, assemble and advertise the RFP, interview qualified consultants, evaluate consultant teams interviewed, host site visit for consultant teams. The Grantee will select a design consultant team with experience in landscape architecture and recreation and trail planning.

Deliverables/milestones: Selection of design consultant for design work for Project.

TASK 2: DESIGN

Design and Construction Documents

The design team will develop the design concept, and submit construction documents, specifications, and cost estimates to the Grantee for review at the 50%, 100% and final bid set stage. The Grantee will submit 50% construction documents to the District for review of Compliance Standards.

Construction documents will include grading, erosion control, Outdoor Learning Center structure, valley loop trail and pedestrian clear span bridge.

Deliverables/milestones: Construction documents, specifications, submit for review for consistency with Guidelines and Standards for Land Use Near Streams and estimates at the 50%, 100%, and bid set stage of completion

Permitting

The Grantee will prepare and submit a permit application to the Santa Clara Valley Habitat Agency to secure a take coverage permit for the Project. A take permit is expected June 2016. The Grantee will prepare and submit a Building permit application to the Santa Clara County Planning Department for the Outdoor Learning Center and pedestrian clean span bridge. The Building permit is expected August 2016. The Grantee and the design team will meet with permitting agencies on site (if necessary) to discuss and review the project.

Deliverables/milestones: HCP Take Coverage Permit secured from Santa Clara Valley Habitat Agency; Building permit secured from Santa Clara County Planning Department

Bid Phase

The Grantee will assemble and advertise the bid package, identify qualified bidders, evaluate bids, and host a pre-bid meeting. The design team will assist the Grantee to respond to questions during the bid period, provide input on addenda as required, and assist the Grantee in evaluating bids and contractor qualifications.

Deliverables/milestones: Bid package issued, contractor selected

TASK 3: CONSTRUCTION

Once the contractor is selected and under contract construction will proceed. The construction tasks will be decided by the contractor but it will include site preparation, earthwork and site improvements for the construction of Outdoor Learning Center, Creekside Valley Loop Trail and pedestrian clear span bridge. The Grantee will oversee the construction and the design team will provide construction contract administration support.

Deliverables/milestones: Construction Management, Site Preparation, Earthwork and Site Improvements for the Outdoor Learning Center, Creekside Valley Loop Trail and pedestrian clear span bridge.

TASK 4: INTERPRETIVE PROGRAM

Authority Public Relations, Communications and Interpretive Staff will manage content collaboration with Santa Clara Valley Water District Staff for interpretive panel design and content, and to outline interpretive programs relative to the riparian and watershed values of the Preserve and larger Coyote Creek Watershed.

Deliverables/milestones: Interpretive panel installed, interpretive program and associated collateral relative to riparian and watershed history of Preserve completed.

Schedule:

A4. Plans for Project operation and maintenance and monitoring where applicable

Once opened in the Spring of 2015, the Coyote Valley Open Space Preserve operations and maintenance will be a part of the Grantee's daily duties.

A5. Description of the project team, key members with working titles or project roles proposed

Key members of the Grantee's Project team include, but not limited to:

1. Matt Freeman, Assistant General Manager
2. Rachel Santos, Open Space Planner
3. Derek Neumann, Field Operations Manager
4. Janice Perez, GIS Planning Technician
5. Teri Rogaway, Educational Programs Coordinator
6. Patty Eaton, Communications Specialist
7. Open Space Technicians, Team to be selected

The Grantee shall maintain appropriate level of staffing. Changes in team members roles will be reported in the status reports.

B. Deliverables

| MILESTONES | DELIVERABLES | Target Date |
|---|---|---|
| TASK 1: PLANNING | | |
| Request For Proposal | | |
| <ol style="list-style-type: none"> 1. Draft RFP 2. Assemble and advertise RFP 3. Interview qualified consultants 4. Evaluate consultant teams interviewed 5. Host site visit for consultant teams 6. Select design consultant team | Selection of design consultant for design work for Project | July 7, 2015 – July 31, 2015 |
| TASK 2: DESIGN | | |
| Design and Construction Documents | | |
| <ol style="list-style-type: none"> 1. Develop the design concept and submit for review for consistency with Guidelines and Standards for Land Use Near Streams 2. Summit construction documents, specifications and estimates for review at 50% 3. Summit construction documents, specifications and estimates for review at 100% | Construction documents, specifications and estimates at the 50%, 100% Bid Set. | Aug. 2015 Aug. 2015 – Nov. 2015; Dec. 2015 – Mar. 2016 |
| Permitting | | |
| <ol style="list-style-type: none"> 1. Prepare HCP application for Take Permit for the Project 2. Submit Application for HCP Take Permit for the Project 3. Prepare County Building Permit application for the Outdoor Learning Center and clear span pedestrian bridge 4. Submit County Building Permit | HCP Take Coverage Permit secured from Santa Clara Valley Habitat Agency Building Permit secured from Santa Clara County Planning Department | November 2015 – March 2016; April 2016 – May 2016 |
| Bid Phase | | |
| <ol style="list-style-type: none"> 1. Assemble and advertise the bid package 2. Identify qualified bidders 3. Evaluate bids 4. Schedule and host pre bid meeting 5. Respond to questions during bid period 6. Provide input on addenda as required 7. Evaluating bids and contractor qualifications | Bid package issued, contractor selected | June 2016 – July 2016 |
| TASK 3: CONSTRUCTION | | |
| <ol style="list-style-type: none"> 1. Construction Management: Project Management. 2. Site Preparation: Mobilization, Clear and Grub, Water Supply 3. Earthwork: OLC pad excavation, ADA Valley Loop Trail excavation, Pedestrian Bridge Abutment excavation, Permazyme treated soil, 3/8" crushed rock 4. Site Improvements: Concrete pad for OLC, OLC installed, concrete abutments for pedestrian bridge, picnic tables installed, split rail fencing installed 5. Bridge Construction: Assemble and construct Fiberglass Pedestrian Bridge | Project Management, Site Preparation, Earthwork and Site Improvements for the Outdoor Learning Center, Creekside Valley Loop Trail and pedestrian clear span bridge | July 2016 – November 2016 |
| TASK 4: INTERPRETIVE PROGRAM | | |
| <ol style="list-style-type: none"> 1. Collaborate with Water District for content of riparian and watershed history of preserve for interpretive panel and associated collateral 2. Work with graphic designer for general layout and manage manufacturing of interpretive panel 3. Interpretive panel installed | Interpretive panel installed, interpretive program and associated collateral relative to riparian and watershed history of Preserve completed. | April 2016 – July 2016 |

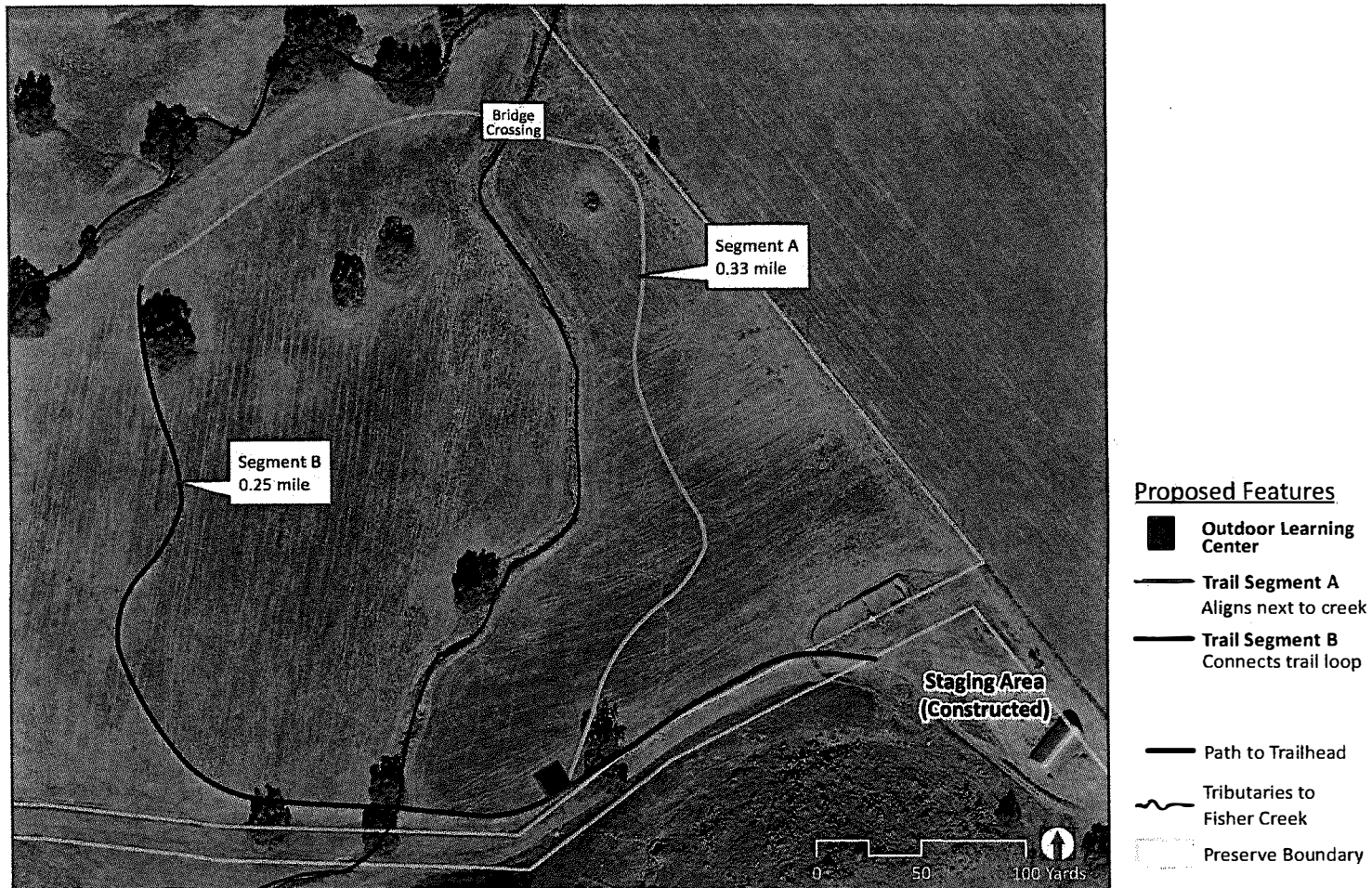
Note: Interpretive programs will be on going and part of the Grantee's yearly schedule of interpretive activities;



Coyote Valley Open Space Preserve

Proposed Creekside Valley Loop Trail (ADA Accessible)

Exhibit B: Site Plan



Coyote Valley Open Space Preserve

**APPENDIX B
PROJECT SCHEDULE**

| TASKS | 2015 | | | | | | 2016 | | | | | | | | | | | |
|-------------------------------------|------|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|
| | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | July | Aug | Sep | Oct | Nov | Dec |
| TASK 1: Planning | | | | | | | | | | | | | | | | | | |
| RFP | | | | | | | | | | | | | | | | | | |
| TASK 2: Design | | | | | | | | | | | | | | | | | | |
| Design/Constru doc 50% | | | | | | | | | | | | | | | | | | |
| Design/Constru doc 100% | | | | | | | | | | | | | | | | | | |
| Permitting | | | | | | | | | | | | | | | | | | |
| Bid Phase | | | | | | | | | | | | | | | | | | |
| TASK 3: CONSTRUCTION | | | | | | | | | | | | | | | | | | |
| TASK 4: INTERPRETIVE PROGRAM | | | | | | | | | | | | | | | | | | |

Project Start Date: July 6, 2015 Project End Date: November 15, 2016

Additional Notes:

- A. Adjustments to the Project Schedule must be reported in the Project Status report and will be considered “minor” provided the Project remains on schedule for completion before the Agreement expiration date specified in Section 2. General Provisions, H. Agreement Term.
- B. If the Grantee anticipates the Project not being completed by the Agreement expiration date and additional time is necessary to finish the work, the District will consider the Grantee’s Agreement extension request submitted in compliance with Section 4. Miscellaneous Provisions, A. Miscellaneous Provisions, paragraph #7, as stated herein.

Appendix C Project Budget

Santa Clara County Open Space Authority

Coyote Valley Open Space Preserve Outdoor Learning Center and Creekside Valley Loop Trail

| Santa Clara County Open Space Authority | | | | TOTAL PROJECT COST | | | | SCVWD GRANT FUNDING | | | | |
|---|--------------------------|------------------------|--------------------------|---|------------------------------------|---------------------------|-------------------------|---------------------|----------------|----------------------|-------------------|---------------------|
| Coyote Valley Open Space Preserve Outdoor Learning Center and Creekside Valley Loop Trail | | | | TOTAL PROJECT COST Fee Schedule Per Unit | Sanction Project Contribution Item | Other Budget Contribution | GRANTED Fee Unit Amount | TOTAL 1 Planning | TOTAL 2 Design | TOTAL 3 Construction | TOTAL 4 Operation | TOTAL 5 Maintenance |
| | | | | (NOTE: Totals must be consistent with those contained in Appendix A.) | | | | | | | | |
| Section A (Labor or Personnel Services) | | | | | | | | | | | | |
| Personnel Services | Salary | | | Benefits Rate 10% | Salaries + Benefits | | | | | | | |
| | Hourly Rate | Hours | Amount | Amount | Amount | | | | | | | |
| Employee (Classification/Title) | Hourly Rate | Hours | Amount | Amount | Amount | | | | | | | |
| Assistant General Manager | \$ 72.00 | 40 | \$ 2,880.00 | \$ 7.20 | \$ 3,168.00 | \$ 3,168.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Open Space Planner | \$ 47.00 | 40 | \$ 1,880.00 | \$ 4.70 | \$ 2,068.00 | \$ 2,068.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Field Operations Manager | \$ 47.00 | 40 | \$ 1,880.00 | \$ 4.70 | \$ 2,068.00 | \$ 2,068.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Natural Resource Specialist | \$ 42.00 | 40 | \$ 1,680.00 | \$ 4.20 | \$ 1,848.00 | \$ 1,848.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| GIS Planning Technician | \$ 29.00 | 40 | \$ 1,160.00 | \$ 2.90 | \$ 1,276.00 | \$ 1,276.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational Programs Coordinator | \$ 39.00 | 40 | \$ 1,560.00 | \$ 3.90 | \$ 1,716.00 | \$ 1,716.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Communications Specialist | \$ 36.00 | 40 | \$ 1,440.00 | \$ 3.60 | \$ 1,584.00 | \$ 1,584.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Open Space Technician(s) | \$ 30.00 | 40 | \$ 1,200.00 | \$ 3.00 | \$ 1,320.00 | \$ 1,320.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | \$ 15,048.00 | \$ 15,048.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indirect Overhead Limited to 10% of Salary + Benefits | Salary + Benefits Amount | Indirect Overhead Unit | Grant Qualified Overhead | | | | | | | | | |
| | \$ - | 10% | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Section B. Other Costs (Please list these items, provide description of these items and linkages to tasks/deliverables listed Appendix A) | | | | | | | | | | | | |
| Description | Unit Cost | Unit of Measure | No. of Units | Amount | | | | | | | | |
| TASK 1: PLANNING - RFP | | | | | | | | | | | | |
| Request For Proposal - Asst. GM | \$ 79.20 | hours | 40 | \$ 3,168.00 | \$ 3,168.00 | \$ 3,168.00 | | | | | | \$ - |
| Request For Proposal - Planner | \$ 51.70 | hours | 200 | \$ 10,340.00 | \$ 10,340.00 | \$ 10,340.00 | | | | | | \$ - |
| Request For Proposal/Consult - Field | \$ 51.70 | hours | 300 | \$ 15,510.00 | \$ 15,510.00 | \$ 15,510.00 | | | | | | \$ - |
| Request For Proposal - GIS Tech | \$ 31.90 | hours | 80 | \$ 2,552.00 | \$ 2,552.00 | \$ 2,552.00 | | | | | | \$ - |
| TASK 4: INTERPRETIVE PROGRAM | | | | | | | | | | | | |
| Educational Programs Coordinator | \$ 42.90 | hours | 25 | \$ 1,072.50 | \$ 1,072.50 | \$ 1,072.50 | | | | | | \$ - |
| Communications Specialist | \$ 39.60 | hours | 32 | \$ 1,267.20 | \$ 1,267.20 | \$ 1,267.20 | | | | | | \$ - |
| TASK 3: CONSTRUCTION | | | | | | | | | | | | |
| Bridge Construction by OST's | \$ 33.00 | hours | 640 | \$ 21,120.00 | \$ 21,120.00 | \$ 21,120.00 | | | | | | \$ - |
| TASK 2: DESIGN | | | | | | | | | | | | |
| Design and Construction Documents | \$ 175.00 | hours | 80 | \$ 14,000.00 | \$ 14,000.00 | \$ 14,000.00 | | | | | | \$ - |
| Permitting Application Preparation | \$ 150.00 | hours | 40 | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | | | | | | \$ - |
| Bid Phase | \$ 150.00 | hours | 30 | \$ 4,500.00 | \$ 4,500.00 | \$ 4,500.00 | | | | | | \$ - |
| Construction Contract | \$ 150.00 | hours | 80 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | | | | | | \$ - |
| TASK 3: CONSTRUCTION | | | | | | | | | | | | |
| Permitting Fee | \$ 23,000.00 | LS | 1 | \$ 23,000.00 | \$ 23,000.00 | \$ 23,000.00 | | | | | | \$ - |
| Site Preparations | \$ 26,000.00 | LS | 1 | \$ 26,000.00 | \$ 26,000.00 | \$ 26,000.00 | | | | | | \$ - |
| Earthwork | \$ 49,500.00 | LS | 1 | \$ 49,500.00 | \$ 49,500.00 | \$ 49,500.00 | \$ 49,500.00 | | | | | \$ - |
| Site Improvements | \$ 294,000.00 | LS | 1 | \$ 294,000.00 | \$ 294,000.00 | \$ 144,000.00 | \$ 150,500.00 | | | | | \$ - |
| Construction Contingency (10%) | \$ 42,702.00 | LS | 1 | \$ 42,702.00 | \$ 42,702.00 | \$ 42,702.00 | | | | | | \$ - |
| | | | | | \$526,731.70 | \$355,611.70 | \$ - | \$200,000.00 | \$ - | \$ - | \$ - | \$ - |
| Grand Totals | | | | | \$541,779.70 | \$370,659.70 | \$ - | \$200,000.00 | \$ - | \$ - | \$ - | \$ - |

APPENDIX D. PROJECT INVOICE

| | | | | | | | | | | | | |
|---|--|--|--|--|------------------------------------|----------------------------------|---------------------------|------------------------|----------------------|----------------------------|-------------------------------------|-------------------|
| Organization: Project Title: Invoice # Invoice Date: Service Period: Date Due: | | | | TOTAL PROJECT COST | | | | SCWWD GRANT FUNDING | | | | |
| | | | | Total Project Costs (For Service Period) | Grantee Project Contribution | Other Project Contribution | SCWWD Grant Request | TASK 1 Planning | TASK 2 Design | TASK 3 Construction | TASK 4 Project Management | TASK 5 Etc |
| | | | | (NOTE: Specific tasks of duration of Grantee, however, tasks should comply to Appendix A.) | | | | | | | | |
| Personnel Services: | | | | | | | | | | | | |
| | | | | Salary | Salary | Salary | Benefits | | | | | |
| | | | | Hourly Rate | Hours | Amount | % Amount | | | | | |
| Employee (Classification/Title) | | | | | | | | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| Indirect Overhead | | | | | | | | | | | | |
| Limited to 10% of Salary + Benefits | | | | Salary + Benefits Amount | Indirect Overhead Limit | Grant Overhead Overhead | | | | | | |
| | | | | \$ | 10% | - | | | | | | |
| | | | | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| Planning | | | | | | | | | | | | |
| | | | | Unit Cost | Unit of Measure | No. of Units | Amount | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| Design | | | | | | | | | | | | |
| | | | | Unit Cost | Unit of Measure | No. of Units | Amount | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| Construction | | | | | | | | | | | | |
| | | | | Unit Cost | Unit of Measure | No. of Units | Amount | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| Other Costs | | | | | | | | | | | | |
| Please Describe: | | | | Unit Cost | Unit of Measure | No. of Units | Amount | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| | | | | \$ | - | \$ | - | | | | | |
| Grand Totals | | | | | | | | | | | | |
| (FOR CURRENT INVOICE #) | | | | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| INVOICE | | | | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| A1 | | | | | | | | | | | | |
| A2 | | | | | | | | | | | | |
| A3 | | | | | | | | | | | | |
| A4 | | | | | | | | | | | | |
| A5 | | | | | | | | | | | | |
| etc. | | | | | | | | | | | | |
| TOTAL INVOICES | | | | \$ | - | \$ | - | \$ | - | \$ | - | \$ |
| SCUMPLINE | | | | | | | | | | | | |
| BUDGET AMOUNT | | | | | | | | | | | | |

APPENDIX E **PAYMENT REQUEST FORM**

| | |
|--|----------|
| GRANT: 2015 Safe, Clean Water Project D3 Trails Grant 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. <i>"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 the date below, 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."</i> | |
| 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/SCW/2015TrailsRFP.aspx>

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. 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 the date below, 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."

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: _____

Grant Program: _____

Project Name: _____

| ITEM | PROJECT OUTCOME | STATUS (ON TARGET/ COMPLETE/ BEHIND SCHEDULE) | COMMENTS |
|---|--------------------|--|----------|
| Project on-schedule? If not, identify key changes to project schedule (include updated 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 stewardship opportunities, trails, parks or open space or capital projects in the Project vicinity | | | |
| | | | |
| | | | |

<http://www.valleywater.org/SCW/2015TrailsRFP.aspx>

Appendix G. Resolution

Santa Clara County Open Space Authority

RESOLUTION 14-47

**A RESOLUTION OF THE GOVERNING BOARD OF THE
SANTA CLARA COUNTY OPEN SPACE AUTHORITY
APPROVING APPLICATION OF GRANT FUNDING
FROM THE SANTA CLARA VALLEY WATER DISTRICT FOR
VALLEY LOOP TRAIL AND OUTDOOR LEARNING PLACE STRUCTURE IMPROVEMENTS
WITHIN THE COYOTE VALLEY OPEN SPACE PRESERVE**

WHEREAS, the Santa Clara Valley Water District (District) has enacted the 2015 Safe, Clean Water Program Priority D3 Grant Program, which provides funds for Trail & Open Space; and

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

WHEREAS, the Santa Clara County Open Space Authority (applicant) intends to apply for 2015 Safe, Clean Water Priority D3 Grant funding for Trail & Open Space within the Coyote Valley Open Space Preserve.

WHEREAS, the District encourages applicants for grant funding to certify through a resolution the applicant's approval of the application and of certain listed assurances at the time of submission of an application to the District for an award of grant funds.

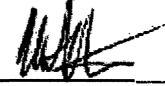
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Open Space Authority hereby:

1. Approves the submission of an Application for local assistance funds from the Priority D3 Grant Program under the Safe, Clean Water Program 2015;
2. Approves the acceptance of grant funds from the Priority D3 Grant Program under the Safe, Clean Water Program 2015, upon approval of grant funding for the Project by the District's Board of Directors;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions and Financial Provisions contained in the Agreement for grant funding.

BE IT FURTHER RESOLVED, that the Governing Board of the Authority further directs that the General Manager is hereby authorized and directed, on behalf of the Authority and in its name, to execute and deliver such other documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of the above resolution.

PASSED, APPROVED AND ADOPTED this 13th Day of November 2014 by the following vote:

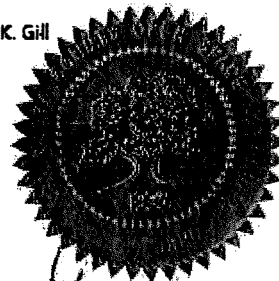
AYES: A. Kennett, M. Flaughner, S. Hall, M. Potter, D. Moore, V. Holtz, K. Gill
NOES: None
ABSTAIN: None
ABSENT: None


Mike Potter, Chairperson
Santa Clara County Open Space Authority
APPROVED AS TO FORM:


William Parkir, Legal Counsel

ATTEST:


Kellie Guerra, Acting Clerk of the Board



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.

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:
\$1,000,000 per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage
\$1,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by District.
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.

2. **Business Auto Liability Insurance** with coverage as indicated:
\$1,000,000 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 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.