

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 the County of Santa Clara (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 **Calero County Park Oak Cove & North Shore Trails Project** (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 4, 2014, the Grantee's Board of Supervisors adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Grantee's Calero County Park Oak Cover & North Shore Trails Project (see Appendix G, Resolution).
- E. Grantee submitted an application to the District's Grant Program for its Calero County Park Oak Cover & North Shore Trails Project to expand trail and open space access.
- F. On February 24, 2015, the District Board approved the Calero County Park Oak Cover & North Shore Trails Project, allocating the Project Grant Amount not to exceed \$200,000 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 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.
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 annual reports (on a calendar 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, that the Annual 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. Annual 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.

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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. If approved by District, 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, item 1.

B. Notices

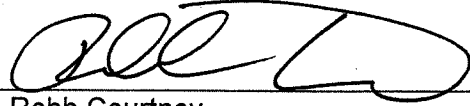
All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally serviced or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To DISTRICT:	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:	Robb Courtney, Parks Director County of Santa Clara Parks & Recreation Department 298 Garden Hill Drive Los Gatos, CA 95032 E-mail: robb.courtney@prk.sccgov.org
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	Grantee Contact:	Christian Elliott, Management Analyst, County of Santa Clara Parks & Recreation Department 298 Garden Hill Drive Los Gatos, CA 95032 Phone: 408-355-2291 Email: Christian.elliott@prk.sccgov.org


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COUNTY OF SANTA CLARA PARKS AND
RECREATION DEPARTMENT

Date: 4/17/15

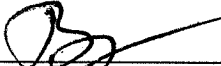
By: 
Robb Courtney,
Parks Director

APPROVED AS TO FORM:


Shirley R. Edwards,
Deputy County Counsel

SANTA CLARA VALLEY WATER DISTRICT

Date: 6-12-15

By: 
Beau Goldie
Chief Executive Officer

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APPENDIX A

PROJECT SCOPE

A. Project Description

Construct an estimated 5.0 miles (preliminary estimate) of natural surface, single-track, multi-use trail around Calero Reservoir in Calero County Park. The two (2) trails be proposed for construction under this grant request are the new trails: 1. **North Shore Trail** (portion from existing Calero Boat Launch parking lot to the existing Cottle Trail) and 2. **Oak Cove Trail** (from the existing Ranger station parking lot to the Cottle Trail). The Cottle Trail is an existing road/trail and is not part of this grant request. The final trail layout and design to be determined September 2015 (following SCVWD review). The preliminary trail layout estimates 11 minor stream crossings (natural drainages that flow into Calero Reservoir) that will be crossed perpendicular to the crossing with either a bridge or rock-armored crossing depending on the slope of the bank and potential natural resource impacts. Trail layout and design were to avoid stream-crossings, when feasible, so only these minor crossings are being crossed. This Project estimates to construct roughly 6 free-span, multi-use trail bridges that are sighted perpendicular to the stream bank at a natural straight-away and narrow location. The multi-use trail bridges will be constructed to the Park Department's standard, blending in aesthetically, as well as designed to reduce impacts to natural and cultural resources. The remaining crossings will be protected with armored-rock crossings. The type of crossing may change if determined in the field, during construction, that an alternative is available that was not apparent during the field layout design (i.e., a subterranean obstacle such as a large rock). This approximately 5 mile trail route will be constructed taking advantage of natural contours and topography to minimize the impacts to natural environment (manage potential sediment/erosion), enhance the trail experience for all users, aesthetically "blending" the trail into natural topography makes the trail less visibly, and to control the speeds of trail users (increased turns and reverse grade drainage structures help create an environment to control speeds of mountain bikers).

The trail design will not only meet the Department's trail design guidelines, but will strive to meet ADA guidelines for outdoor recreation facilities (Trails). Once the Department's Trail Crew staff layout and design the trail route (using flagging), Park staff will finalize the layout/design with SCVWD and initiate needed permits (CDFW Lake and Streambed Alteration permit for the stream-crossing, including bridges, and Santa Clara Valley Habitat Plan reporting. After approvals, attainment of necessary permits and reporting of the project to the Santa Clara Valley Habitat Agency, the Department will hire the California Conservation Corps (CCC) staff to work with the Department's Trail Crew and Project Crew staff to prepare the trail construction corridor through brushing and clearing and construct the single-track multi-use trail. The single-track trail design is constructed to a 6-foot wide full bench cut using a SWECO Trail Machine followed by narrow gauge tractor operated by the Department's Trail Crew, followed by park staff, volunteers and contractors (CCC) performing the finishing work and construct any trail features (retaining walls, bridges, reverse grade rolling dips, etc.). The trail design includes minimal grades (less than 10%), cross-slope and resting intervals to meet ADA Outdoor Recreational Trail standards for trails, with out-sloped design to promote sheet flow drainage, and installation of reverse-grade rolling dips installed at natural drainage crossings and strategic locations to promote sustainability and proper drainage, as well as controlling speeds of mountain bikers on this multi-use trail.

Following trail construction, park staff and volunteers will install trail directional paddles at trail intersections, per Park Department standards, and update the trailhead signboards to include the newly constructed trail (replacement of Calero County Park trails map). Park staff, CCC crews and volunteers will re-seed/rehabilitate appropriate areas, as needed, to prevent the spread of non-native vegetation. Re-seeding will be a combination of watershed specific native wildflowers and grasses, mixed with sterile wheat to promote erosion control over the initial years until establishment. Staff will continue to maintain the newly constructed trails over-winter to prevent erosion and identify and correct any drainage issues. The newly constructed trails will be finalized and open to the public by April 2018. Finalization and opening of trails include the closing and finalization of the grant and grant documents. Throughout the project, Park staff will submit an annual project report by December 31 of each year the grant is active (captured under the District review and initiation of permits in the tasks).

Specific location of Project

The Project is located within Calero County Park on McKean Road San Jose, CA. The nearest cross street is Bailey Rd. The trail runs from the existing staging area on the west side of Calero Reservoir where it intersects with the existing Cherry Cove Trail, then runs the east side of Calero Reservoir to the existing Launch Ramp on McKean Road.

Jurisdiction map (Figure 1)

Project location map (Figure 2)

Site plan (Figure 3)

Photos of Project site (optional)

Adjacent water bodies, creeks, trails, parks and open space

The trail is adjacent to Calero Reservoir, crosses several unnamed minor tributaries of the reservoir

Existing District/ Grantee agreements in the Project vicinity (Joint Use Agreement, Joint Trail Agreement, Memorandum of Understanding, Memorandum of Agreement)

All proposed Project improvements (signage, fencing, grading, paving, bridges, benches, trash receptacles, landscaping, American Disabilities Act (ADA) accessibility, etc.)

Project includes updating trail directional paddles with new trail names and distances; free-span pedestrian bridges sighted in areas perpendicular with streams at narrow sections to minimal impacts; trail construction will be designed to meet Outdoor Recreational Facilities (Trails) of federal ADA requirements (related to grades, width, cross-slope, etc.); and rehabilitation seeding will be of local specific species and seeding only due to potential infestation (*Phytophthora cinamoni*) from nurseries.

Plans for Project operation and maintenance

The new trails will be part of the Calero County Park unit. Operation, maintenance and enforcement of park regulations will fall within the park unit. Portions of the trail that fall on District's properties will be maintained and operated as Calero County Park, per the Master License Agreement between County Parks and the District.

Plans for Project monitoring (where applicable)

The Park Department's Trail Program falls under the Natural Resource Division, as such, the project will be overseen and monitored by the Department's Trails Program Coordinator and Natural Resource Program Manager and Supervisor. Field site surveys and needs will be conducted by Parks Department's Natural Resource Technicians.

Specific staff proposed for the Project team:

- Natural Resource Program Manager II- Don Rocha
- Natural Resource Program Supervisor- Barry Hill
- Trails Program Coordinator- Greg Bringelson
- Park Maintenance Worker II (Trails Crew)- Eric McFarland, Joe Morton, Geoff Falknor
- Park Craft Workers (Project Crew)- Rob Robinson (Crew Chief), Todd Boer, Al Sinks

The Grantee shall maintain a team with appropriate level of staffing for this project. Changes in team members will be reported in the status report.

B. Tasks and Subtasks

1. Tasks and subtasks should be identified for the Project Scope in such a way that the District may monitor Grantee's progress on the approved project. The detail in which this is done is at Grantee's discretion, however, as applicable, should include such general topics as planning, design (surveying, engineering, testing, bidding), construction, construction engineering and testing, construction contingency, landscaping, and project management.
 - Task 1: Finalize Layout and Design. Includes review and approval from the District & initiate permits (CDFW Lake and Streambed Alteration Permit, SCV Habitat Agency Reporting).
 - Task 2: Trail Construction. Includes the brushing and clearing of a construction corridor and the construction of approximately 5 miles of new, single-track, natural surface trail; construction of approximately 11 stream-crossing (roughly estimated as 6 free-span multi-use trail bridges, and 5 other crossing possibly rock-armored or puncheons); install needed erosion control measures; and annual reporting by December 31 of each year as required.
 - Task 3: Rehabilitation of Disturbed Areas. Includes the seeding of disturbed areas as needed to prevent erosion and enhance the recreational experiences and installation of erosion; and annual reporting by December 31 of each year as required.
 - Task 4: Over Winter Maintenance. Includes site monitoring and maintenance to prevent erosion and determine if there may be ongoing issues with water movement (prevent ongoing issues through adaptive management); and annual reporting by December 31 of each year as required.
 - Task 5: Trail Closeout/Open Trail to Public. Includes the finalization and administrative closeout of the District grant, final reports as needed, and the opening of the trail to the public.
2. Separate tasks and subtasks shall include cost estimates (see Appendices C and D) and shall be the basis for reimbursement in invoicing.

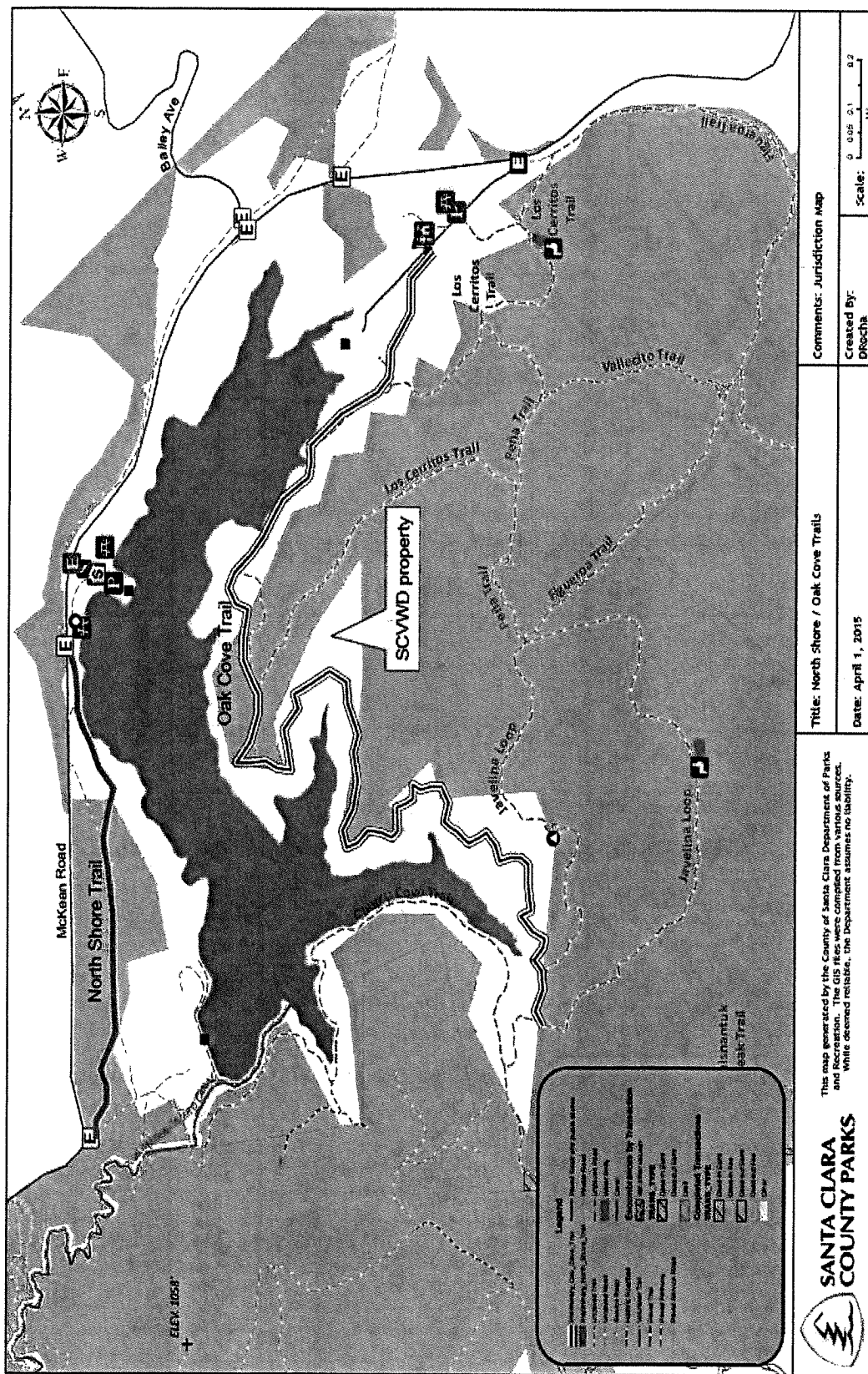


Figure 1. Jurisdiction Map

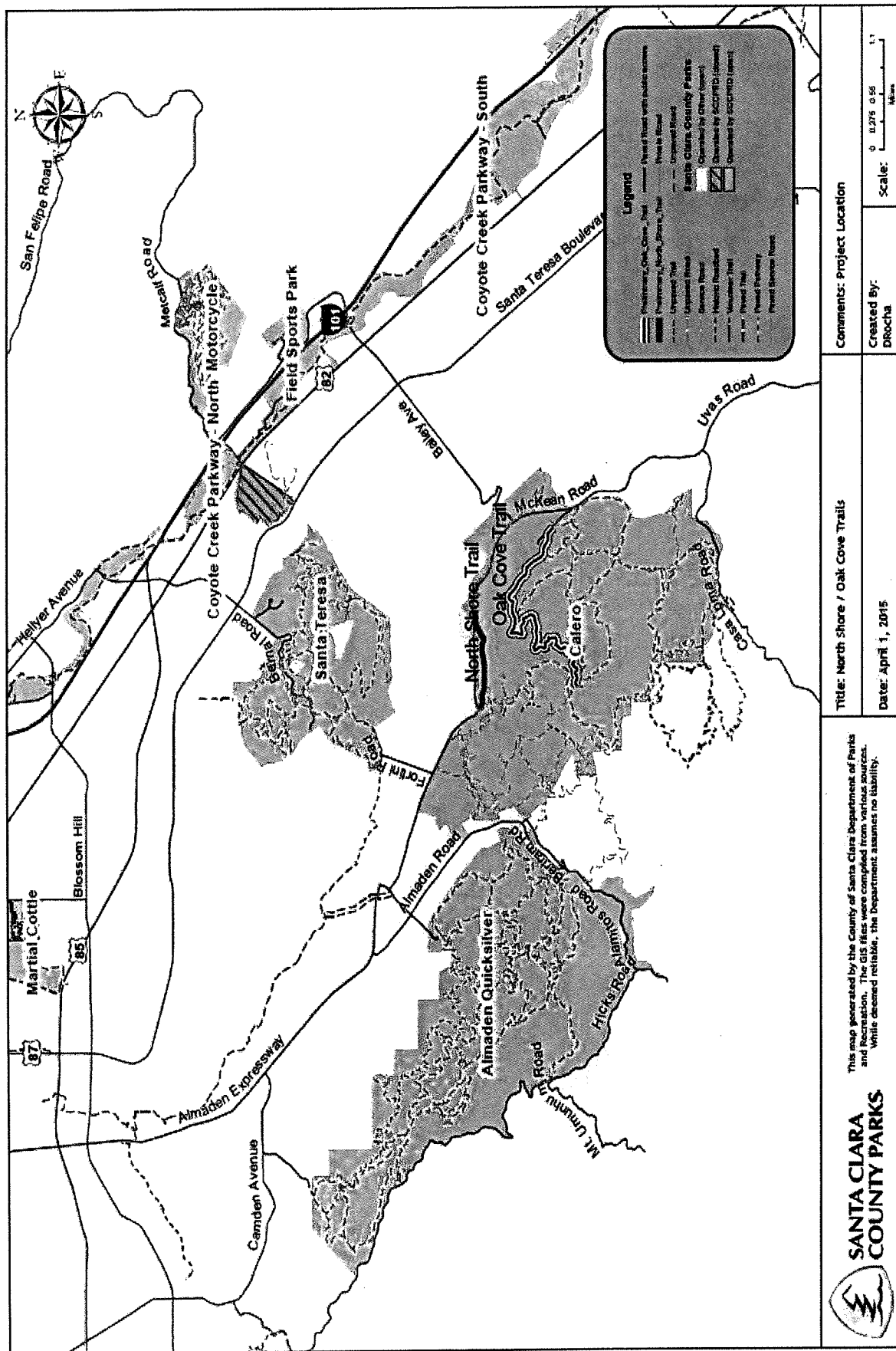


Figure 2. Project Location Map

APPENDIX B
PROJECT SCHEDULE

Tasks:

1. Finalize Layout and Design/District Review/Initiate Permits: July 2015-Nov 2015
2. Trail Construction: May 2016-April 2018
3. Rehabilitation of Disturbed Areas: Oct 2016-April 2018
4. Over Winter Maintenance: December 2016-January 2018
5. Trail Closeout/Open Trail to Public: April 2018
6. Final Report and Reimbursement Request to the District: June 2018

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.

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APPENDIX D. INVOICE FORM

APPENDIX D

INVOICE

Organization:		TOTAL PROJECT COST				SCWWD GRANT FUNDING							
Project Title:	Invoice #	Invoice Date:	Service Period:	(Date Rec'd. Lien)	Total Project Cost	Grant Contributions	Other Project Contributions	SCWWD Grant Request	TASK 1 Planning	TASK 2 Design	TASK 3 Construction	TASK 4 Project Management	TASK 5 Etc
Personnel Services:					<div> <div> Salary Hourly Rate Hours Amount </div> <div> Benefits Rate Amount </div> <div> Salary + Benefits Amount </div> </div>								
Employee # (Last-First-Middle Initial)													
Indirect Overhead Limited to 10% of Salary + Benefits					<div> Salary + Benefits Amount 10% Amount </div>								
Planning					<div> Unit Cost Unit of Measure No. of Units Amount </div>								
Design					<div> Unit Cost Unit of Measure No. of Units Amount </div>								
Construction					<div> Unit Cost Unit of Measure No. of Units Amount </div>								
Other Costs Please Describe:					<div> Unit Cost Unit of Measure No. of Units Amount </div>								
Grand Totals (FOR CURRENT INVOICE #)					<div> Unit Cost Unit of Measure No. of Units Amount </div>								
INVOICE #1					<div> Unit Cost Unit of Measure No. of Units Amount </div>								
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APPENDIX E **PAYMENT REQUEST FORM**

GRANT:																
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): <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 60%;">a. Project Amount</td> <td style="width: 5%;">\$</td> <td style="width: 35%; border-bottom: 1px solid black;"></td> </tr> <tr> <td>b. Funds Received to Date</td> <td>\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>c. Available (a. minus b.)</td> <td>\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>d. Amount of This Request</td> <td>\$</td> <td style="border-bottom: 3px double black;"></td> </tr> <tr> <td>e. Remaining Funds After This Payment (c. minus d.)</td> <td>\$</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>		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.)	\$	
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: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">Grantee Name</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Street Address</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>City, State, Zip Code</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Attention</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>		Grantee Name		Street Address		City, State, Zip Code		Attention								
Grantee Name																
Street Address																
City, State, Zip Code																
Attention																
4. <i>"I certify that the Annual 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 that the Annual 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

RESOLUTION No. BOS-2014 K4

RESOLUTION OF THE COUNTY OF SANTA CLARA ("COUNTY"), A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, APPROVING AND AUTHORIZING THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT OR DESIGNEE, ON BEHALF OF THE COUNTY (THE "APPLICANT"), TO APPLY FOR GRANT FUNDS UNDER THE 2015 SAFE, CLEAN WATER PRIORITY D3 GRANT PROGRAM

WHEREAS, the Santa Clara Valley Water District ("District") has enacted the 2015 Safe, Clean Water Priority D3 Grant Program ("Grant Program"), which provides funds for providing new access to trails and open space (the "Project(s)"); and,

WHEREAS, the District's Office of Water Resource Planning and Policy has been delegated the responsibility for the administration of the Grant Program, setting up necessary procedures; and,

WHEREAS, said procedures established by the District require the Santa Clara County Board of Supervisors (as the governing body) to certify by resolution the approval of Applicant to apply for and accept Grant Program funds (if awarded); and,

WHEREAS, if Grant Program funds are awarded, Applicant will enter into a Grant Agreement, in the name and on behalf of the County, with the Santa Clara Valley Water District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Santa Clara hereby:

1. Approves the submission of an Application for grant program funds from the Safe, Clean Water Priority D3 Grant Program;
2. Approves the acceptance of grant program funds from the Safe, Clean Water Priority D3 Grant Program, upon approval of grant funding for the Project(s) by appropriate authorities;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that the Applicant will review, negotiate and can agree to the special provisions, general provisions, financial provisions and insurance requirements contained in a Grant Agreement; and,

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74003



NOV 04 2014

Adopted: 11/04/2014

5. Delegates authority to the Director of the Parks and Recreation Department, or designee, to conduct all negotiations, execute and submit all agreements and Grant Agreements upon review and approval as to form and legality by County Counsel, and all other documents, including but not limited to Applications and payment requests, which may be necessary for the completion of the Project(s).


PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California on NOV 04 2014 by the following vote:

AYES:	Supervisors	CHAVEZ, CORTESE, SIMITIAN, WASSERMAN, YEAGER
NOES:	Supervisors	NONE
ABSTAIN:	Supervisors	NONE
ABSENT:	Supervisors	NONE


Mike Wasserman, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

ATTEST:


Lynn Regadan, Clerk of the Board

Date: NOV 04 2014

APPROVED AS TO FORM AND LEGALITY:


Shirley R. Edwards, Deputy County Counsel

Resolution Delegating Authority
and Approving Application for
Priority D Grant Program Funds
Page 2 of 2

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.