



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

**Notice of Regular Meeting of the
BOARD OF DIRECTORS
City of Palo Alto Council Chambers
250 Hamilton Avenue, Palo Alto, California
September 28, 2017 at 3:30 p.m.**

AGENDA

1. ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF MEETING MINUTES: August 24, 2017 Regular Board meeting
4. PUBLIC COMMENT – *Individuals may speak on any topic for up to three minutes; during any other Agenda item, individuals may speak for up to three minutes on the subject of that item.*
5. REGULAR BUSINESS – Executive Director’s Report
 - a. S.F. Bay-Highway 101 project: discuss construction activities and planning
 - b. S.F. Bay-Highway 101 project: authorize the Executive Director to execute an Agreement with the Association of Bay Area Governments/San Francisco Estuary Partnership to receive \$4,082,351 in Proposition 84 Integrated Regional Water Management funds from the California Department of Water Resources
 - c. S.F. Bay-Highway 101 project: authorize the Executive Director to execute a contract for \$471,778 with Hanford Applied Restoration & Conservation to construct marsh restoration features
 - d. Upstream of Highway 101 project update and discussion of public workshops planned for October 4 and October 25 and a tour of potential project sites on October 14
6. BOARD MEMBER COMMENTS – *Non-agendized requests or announcements; no action may be taken.*
7. ADJOURNMENT

PLEASE NOTE: This Board meeting Agenda and supporting documents related to items on the Agenda can be viewed online by 3:30 p.m. on September 25, 2017 at sfcjpa.org -- click on the “Meetings” tab near the top.

NEXT MEETING: Regular Board meeting, October 26, 2017 at 3:30 PM, City of Menlo Park Council Chambers

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Director Kremen called the meeting to order at 3:34 p.m. at the City of East Palo Alto Council Chambers, East Palo Alto, California.

DRAFT

1) ROLL CALL

Members Present: Director Pine, San Mateo County Flood Control District
Director Abrica, City of East Palo Alto
Director Keith, City of Menlo Park
Director Kremen, Santa Clara Valley Water District

Members Absent: Director Scharff, City of Palo Alto

JPA Staff Present: Len Materman, Executive Director
Kevin Murray, Staff
Miyko Harris-Parker, Staff
Tess Byler, Staff

Legal Present: Greg Stepanicich

Others Present: Trish Mulvey, Palo Alto resident; Dennis Parker, East Palo Alto resident;
Elizabeth Jackson, East Palo Alto resident; Russell Chen, Santa Clara
Valley Water District; Saeid Hosseini, Santa Clara Valley Water District;
Kamal Fallaha, City of East Palo Alto; Ann Stillman, San Mateo County
Flood Control District; Azalea Mitch, City of Menlo Park

2) APPROVAL OF AGENDA

Director Keith made a motion to approve the agenda. Director Abrica seconded. Agenda approved 3-0. Director Pine not present at time of approval. Director Scharff not present.

3) APPROVE BOARD MEETING MINUTES: JUNE 29, 2017 REGULAR BOARD MEETING

Director Keith made a motion to approve the June 29, 2017 Regular Board meeting minutes with one suggested edit. Director Abrica seconded. June 29, 2017 Regular Board meeting minutes approved with suggested edit 3-0. Director Pine not present at time of vote. Director Scharff not present.

4) PUBLIC COMMENT

Trish Mulvey, Palo Alto resident, reported to the board that the Flood Control 2.0 report is now available, as well as the independent review on the February 2017 flood in San Jose. Mrs. Mulvey inquired if the emergency service providers within this watershed could look at both reports during the annual tabletop exercise.

5) REGULAR BUSINESS

S.F. Bay-Highway 101 project: discuss construction activities and planning

Mr. Materman provided the Board with an update on the Bay- Highway 101 project activities.

Director Pine arrived at 3:43 pm.

Director Kremen asked if there had been any complaints about noise or vibration so far during construction. Mr. Murray responded saying that there had been one complaint, and that the Contractor had resolved the issue. Director Kremen asked if Board members could

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tour the project site. Mr. Materman stated Board members are able to tour the project site and that he and Chairperson Pine discussed that possibility, and that he will follow up with the Board regarding possible dates for a tour.

Director Kremen commented that SCVWD evaluates how to make their projects more aesthetically appealing, and questioned if it would be possible for the SFCJPA to do the same with this project. Mr. Materman explained that aesthetics have been incorporated into the design as much as possible and that additional ideas are always welcomed.

Director Keith asked if the delay in the removal of the remaining PG&E pipeline will result in additional costs. Saeid Hosseini, SCVWD, noted that there will be a claim submitted from the contractor to PG&E as PG&E's work has taken longer than anticipated. Director Keith asked for confirmation that the delays had nothing to do with the JPA. Mr. Hosseini confirmed that the SFCJPA were not responsible for delays to PG&E work. Director Keith asked what the estimated timeframe was for PG&E's work and when the Friendship Bridge would be reopened. Mr. Materman stated that PG&E would be working until mid-November and we don't have an exact date for reopening the bridge, but it will be as soon as possible.

Chairperson Pine asked when the Caltrans began work on Highway 101 and the frontage roads. Mr. Materman replied that Caltrans' work began in the summer of 2015.

Director Kremen asked when there will be a cost estimate available regarding the Dispute Resolution Board findings. Mr. Hosseini noted that the initial claim was for twelve million dollars but the final claim amount has not yet been resolved. Chairperson Pine directed staff to provide the Board with an update at the next meeting.

S.F. Bay-Highway 101 project: authorize the Executive Director to execute a contract with Westland Contractors, Inc. to relocate a fire hydrant to East Bayshore Road in East Palo Alto

Mr. Materman asked the Board for authorization to execute a contract with Westland Contractors, Inc. to relocate a fire hydrant to East Bayshore Road in East Palo Alto for a cost not to exceed \$87,000.

Director Keith Made motion to authorize the Executive Director to execute a contract with Westland Contractors, Inc. to relocate a fire hydrant to East Bayshore Road in East Palo Alto. Chairperson Pine seconded. Motion to authorize the Executive Director to execute a contract with Westland Contractors, Inc. to relocate a fire hydrant to East Bayshore Road in East Palo Alto approved 4-0. Director Scharff not present.

S.F. Bay-Highway 101 project: authorize the Executive Director to execute a contract with Hanford Applied Restoration & Conversation to construct restoration features in the Faber Marsh

Mr. Materman recommended that the Board reject all bids submitted for the S.F. Bay-Highway 101 restoration features in the Faber Marsh because funding for this contract depends upon execution of a grant agreement between the SFCJPA and the Association of Bay Area Governments (ABAG). Mr. Materman also explained that the bid includes three years of maintenance at a substantial cost. He recommended that the contract be immediately re-bid with maintenance as an optional item, and – if necessary – a Special Meeting of the Board would be called in mid-September to approve a new contract.

Director Keith suggested that instead of eliminating maintenance, that the contract have one year of maintenance in the contract instead of the three years. Mr. Murray explained that staff suggested that maintenance be removed from the contract as it would be an unfunded cost.

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Director Keith asked if there are enough funds in contingency to cover maintenance costs. Mr. Materman explained that there are some funds available within the new grant, but that the total costs of maintenance are unknown.

Director Keith made a motion to reject all bids to construct restoration features in the Faber Marsh and direct staff to re-bid the contract with optional maintenance tasks contingent upon receiving Prop 84 grant funding. Director Abrica seconded. Motion to reject bids to construct restoration features in the Faber Marsh and direct staff to rebid the contract with optional maintenance tasks contingent upon receiving grant funding approved 4-0. Director Scharff not present.

Upstream of Highway 101 project update

Mr. Materman provided an update on the project status upstream of Highway 101.

Director Keith asked for the anticipated time length of the two public workshops. Mr. Materman replied that each workshop would be approximately 2½ hours in length, noting that the location of the workshops were not yet determined but that staff is considering hosting one of the workshops at the Laurel School Upper Campus in Menlo Park. Director Keith stated that these workshops would be different than the previous public meetings as these workshops will build upon each other, rather than being a repeat of previous meetings. Mr. Materman concurred explaining that the first workshop would give the public an update on the EIR analysis and a chance to work on alternatives, while the second workshop would recap the first meeting and focus on implementation.

Director Kremen asked if a workshop was scheduled in East Palo Alto. Director Abrica responded saying a separate in meeting in East Palo Alto was not necessary as the upstream project affects East Palo Alto residents on the westside and it is easier for those residents to attend a meeting at the Palo Alto Arts Center on Newell Road, or the Laurel School in Menlo Park.

Director Abrica requested that staff include a brief review of the SFCJPA relationship with Army Corps on an upcoming Board agenda, and it include a summary of the history of the relationship along with the status of the Corps process. Mr. Materman replied saying that SFCJPA staff's ability to have this discussion is contingent on the Corps production of the NED plan. Chairperson Pine directed staff to have the report agendized for the Board upon the Corps completion of the NED plan.

Upstream of Highway 101 project: authorize the Executive Director to execute Amendment Number 2 to the January 8, 2013 consultant agreement with ICF Jones & Stokes for the project Environmental Impact Report

Mr. Materman asked the Board for authorization to execute Amendment Number 2 to the January 8, 2013 consultant agreement with ICF Jones & Stokes for the project Environmental Impact Report.

Director Keith expressed her concern of the additional costs and revisions that have been presented. Mr. Materman explained that this amendment does not authorize an new cost to the SFCJPA as it activates an optional task in the previous scope of work and adds additional tasks, both of which are within our current funding agreement with SCVWD. Mr. Materman stated that staff believes these are fair numbers for what the SFCJPA and SCVWD do not have the staff capacity to do. Mr. Murray noted that the costs are not surprises and that this amendment allows us to get a jump on tasks that would be needed during the permitting process. Director Keith questioned if there would be other optional tasks that might need to be done and asked that staff lay them out for the Board. Mr. Materman responded saying that at this time the tasks

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being considered in this contract amendment were the only remaining tasks determined to be done more efficiently by the consultant, but that he cannot say that in the future there won't be an additional task we ask of the consultant.

Director Keith made a motion to authorize the Executive Director to execute Amendment Number 2 to the January 8, 2013 consultant agreement with ICF Jones & Stokes for the project Environmental Impact Report. Director Kremen seconded. Motion to authorize the Executive Director to execute Amendment Number 2 to the January 8, 2013 consultant agreement with ICF Jones & Stokes for the project Environmental Impact Report approved 3-0. Director Scharff not present.

6) BOARD MEMBER COMMENTS

The Board discussed possible dates for a Special Meeting to approve the re-bid of the restoration contract. Chairperson Pine directed staff to schedule the Special Meeting for September 11 at 3:30 pm with phone attendance as a possibility.

Chairperson Pine briefly shared with the Board a summary of visit to SFCJPA projects by a high level delegation from the People's Republic of China. Chairperson Pine explained that the purpose was to learn how to use natural infrastructure for flood protection. The group was here working with Stanford and in their limited time chose to spend a full day learning about the SFCJPA project and Mr. Materman provided them a guided tour.

7) ADJOURNMENT

Chairperson Pine adjourned the meeting at 5:02 pm.

Minutes Prepared by Clerk of the Board: Miyko Harris-Parker.

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Executive Director's Report

With the help of Kevin Murray, Tess Byler, and Miyko Harris-Parker, I am pleased to submit the following:

a. S.F. Bay-Highway 101 project: discuss construction activities and planning

Since construction began in the summer of 2016, we have discussed construction activities for our project to improve public safety and recreation, and increase marsh habitat, along San Francisquito Creek from the Bay to Highway 101. The following summarizes the progress of construction activities since the last Board meeting.

The SFCJPA, Santa Clara Valley Water District (SCVWD), cities of Palo Alto and East Palo Alto continue to meet weekly with the SCVWD's levee and floodwall contractor (Teichert Construction) to coordinate construction activities, work sequencing, and permit compliance. Additionally, the SFCJPA continues to coordinate utility relocation with those entities, the City of Palo Alto's Golf Course project, PG&E, and the East Palo Alto Sanitary District (EPASD).

The following activities are underway or planned for the remainder of 2017:

- On June 1 a diversion system, aided by the use of a wet well at the City of Palo Alto Pump Station, was installed to bypass water coming down the creek around the Creek and Highway 101 construction sites. This diversion will be removed on October 12, after construction activities for the season are complete and the channel is made ready for the wet season.
- Floodwall installation began in mid-June this year, and by mid-October the contractor will have installed approximately 85% of the total length of floodwalls and concrete cap to be installed on the project. The area of this installation on the Palo Alto side is from East Bayshore Road to Geng Road, and on the East Palo Alto side from East Bayshore Road to Daphne Way.
- Since construction of levees downstream of the floodwalls will not be completed until next year, the SFCJPA's design consultant has developed tie-in features that are being built to connect the new floodwalls to the existing levees. These features will provide interim flood protection this winter in the gaps between this year's work and next year's work to begin in June 2018.
- The existing Palo Alto levee from East Bayshore Road to Geng Road, and in-channel sediment on the East Palo Alto side, have been excavated. A portion of the excavated soils are being used to build trails and maintenance access behind the new floodwalls.
- Excavated material from both sides of the creek that are suitable for levee fill are now being used to construct the new levee on the Palo Alto side on former Palo Alto Golf Course land.
- On August 21, PG&E mobilized to install the cross-creek portion of their new gas transmission pipeline, with tie-in to the pipeline adjacent to our project scheduled for mid-November. PG&E will then remove portions of their abandoned gas line that is outside the existing channel. In 2018, Teichert will remove the remaining portions of the abandoned line under the channel and levees.
- Teichert Construction has begun to degrade the abandoned levee that separates the creek from the outer Faber Tract north of the Palo Alto Airport runway. The SFCJPA has secured FAA clearance for this work, and continues to work with Airport management to minimize the impacts of construction activities on Airport operations.
- Once Teichert has completed its work at the outer Faber Tract, a contractor to the SFCJPA will begin to restore the Faber Tract marsh and install high tide refugial islands and marsh plants in that area. I will ask for Board approval of the construction contract to conduct this work under Agenda item 5.c. at this Board meeting.
- The East Palo Alto Sanitary District is installing a new sewer line and recycled water line under the creek and trenching along the north side of the Palo Alto Golf Course to tie into its existing line adjacent to this work, which is expected to be complete by November 15.

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- As described at previous meetings, finding by SCVWD-Teichert Dispute Resolution Board (DRB) related to the import/export of soil and the coating of sheet piles have the potential to significantly affect project costs. To reduce the financial impact of the DRB findings related to soil import, the project team has identified a source of fill from a SCVWD project in Mountain View that meets our project's geotechnical and environmental criteria. We are still working to identify a low-cost recipient for soil we must export and are evaluating areas where excavated soils that do not meet levee standards can be placed permanently on the project site (for example, a portion of the sediment excavated from the channel will be used in areas with rock slope protection). We have also placed our project on Sedimatch, a regional soil exchange website.
- Another cost to the project concerns approximately 11,000 cubic yards of soil excavated by Teichert on the Palo Alto side of the creek that was found to be contaminated and thus cannot be reused. Disposal options and costs for this soil are currently being evaluated based on additional testing, characterization of the soil, and SCVWD's contracts with local landfills. Whether done by Teichert or another contractor, the offhaul of this material is likely to cost over half a million dollars.
- Caltrans is projecting to complete its in-channel work on the Highway 101 bridge replacement project by mid-October of this year. Additional work on the structure that does not impact the channel will continue in 2018.

b. S.F. Bay-Highway 101 project: authorize the Executive Director to execute an Agreement with the Association of Bay Area Governments/San Francisco Estuary Partnership to receive \$4,082,351 in Proposition 84 Integrated Regional Water Management funds from the California Department of Water Resources

In summer of 2015, the SFCJPA was awarded \$1,044,351 in grant funding for our Bay-Highway 101 Project as part of the Bay Area Integrated Water Management Plan (BAIRWMP). This grant was from statewide Proposition 84, with funding coming to the Association of Bay Area Governments (ABAG) to the State Coastal Conservancy (SCC) and then to the SFCJPA (and other BAIRWMP grantees). Last year, the SCVWD elected to shift approximately \$3.04 million of the Prop. 84 BAIRWMP funding it was awarded to the SFCJPA's S.F. Bay-Highway 101 Project. With this shift of funding, the new total of the Prop. 84 grant would become \$4,082,351.

To accommodate this additional funding to the Project, and to make grant administration more efficient, the SFCJPA, ABAG and SCC agreed that the grant should be directly administered by the SFCJPA instead of the SCC. At its September 21, 2017 meeting, ABAG Executive Board approved the designation of SFCJPA as the Local Project Sponsor and attached to this Executive Director's Report is a draft Local Sponsor Agreement between ABAG and the SFCJPA that has been reviewed by our legal counsel. ABAG would sign this agreement following execution of its agreement with the State Department of Water Resources for the Prop. 84 grant funding.

At this SFCJPA Board meeting, I request that the Board authorize me to enter in to a Local Sponsor Agreement (attached) to enable reimbursement of \$4,082,351 in S.F. Bay-Highway 101 project costs, subject to any minor modifications approved by me and SFCJPA legal counsel.

Proposed Board Action: Authorize the Executive Director to execute a Local Sponsor Agreement to enable reimbursement for S.F. Bay-Highway 101 project costs, in an amount of \$4,082,351, with any minor changes to be approved by the Executive Director and SFCJPA legal counsel.

c. S.F. Bay-Highway 101 project: authorize the Executive Director to execute a contract for \$471,778 with Hanford Applied Restoration & Conservation to construct marsh restoration features

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Included in the environmental regulatory permits for the S.F. Bay-Highway 101 project were requirements to restore portions of the marsh north of the Creek as mitigation for project impacts to marsh species. In the fall of 2016, the SFCJPA conducted a public pre-qualification process to identify potential contractors that have specific experience with this type of construction in sensitive habitats.

This pre-qualification process resulted in three contractors being pre-qualified to bid on the project. In the months that followed, the SFCJPA and our ecological consultant, HT Harvey and Associates, completed the design and contract documents needed to invite bids on the project. The bid documents were initially released to the pre-qualified contractors on July 26, 2017.

At the last Board meeting on August 24, I presented a construction contract for Board consideration based on bid results for a not-to-exceed amount of \$697,038, which included a large amount for three years of project maintenance. The funding to pay for this contract would only be secured upon the execution of a grant agreement between the SFCJPA and the Association of Bay Area Governments, which had received a State Proposition 84 grant. Because of the high maintenance costs, and because funding for the contract the signing of a grant agreement with ABAG, I recommended that the SFCJPA Board reject all bids, which it did. The Board also directed staff to re-bid the project with maintenance as an optional bid item and to present a new contract for Board approval that is contingent upon execution of the grant agreement to cover the costs of the restoration contract.

The construction contract was re-bid on September 1 with instructions that one year of maintenance be included as an optional bid item. One complete and responsive bid was received by the due date of September 11, 2017 from Hanford Applied Restoration & Conservation (Hanford ARC), a Bay Area firm with a history of related successful projects. Hanford ARC's base bid totaled \$419,938.

In addition to the base bid for the restoration features, I recommend that we engage Hanford at this time on two additional optional bid items that are required of the project: permanent predator exclusion fencing and an emergency access gate at a cost of \$27,600, and interpretive, ordinance and wayfinding sign fabrication and installation at a cost of \$24,240. Including these elements required by regulatory agencies would result in a total contract amount of \$471,778.

One year of project maintenance is included as an optional bid item that the SFCJPA can choose to activate at a later date and re-procure for up to three years total, or the SFCJPA can choose to release a Request for Proposals at a later date for maintenance under a separate contract.

Attached to the Executive Director's Report is a construction contract with Hanford ARC developed with SFCJPA legal counsel. I seek Board authorization to enter into this contract upon the execution of the Local Sponsor Agreement with ABAG described in agenda item 5.b. above that will provide funding for the marsh restoration work. If the contract is approved, marsh restoration construction activities can begin in mid-November and must conclude for the season by January 31 because of restrictions associated with the endangered Ridgway's Rail.

Proposed Board Action: Authorize the Executive Director to execute the enclosed contract with Hanford Applied Restoration & Conservation for its base bid to construct S.F. Bay-Highway 101 project marsh restoration features plus optional items for predator exclusion and signage, for a total contract amount of \$471,778, upon execution of a grant agreement to fund the cost of this contract.

d. Upstream of Highway 101 project update and discussion of public workshops planned for October 4 and October 25 and a tour of potential project sites on October 14

As discussed at previous Board meetings, the SFCJPA continues to move forward with project planning and environmental documentation for a capital project upstream of Highway 101.

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Over the summer, we continued to work with our Environmental Impact Report (EIR) consultant, SCVWD staff, and Stanford University and its consultants, to more precisely refine and define project alternatives, and their temporary and permanent impacts. Our objective is to move forward with a project that is meaningful to – and supported by – our communities, and achievable in the near future within regulatory, land, and funding constraints.

The SFCJPA and our partners are committed to continuing a robust process to engage the general public and stakeholders in order to identify the project alternative that best meets the needs and desires of the community. The SFCJPA has hired a professional facilitator from the Center for Collaborative Policy at Sacramento State University to assist with two stakeholder workshops and a tour of the project area. The initial objective of these are to update participants on the results of the EIR scoping process in early 2017 and on the progress of the EIR's analysis of project alternatives and constraints. The second objective is to enable participants to assess and brainstorm feasible alternatives to inform our development of the Draft EIR so that the proposed project will best achieve the interests of stakeholders and be the Least Environmentally Damaging Practicable Alternative (LEDPA), which is a requirement of our permits.

The time and location of these gatherings are as follows:

Wednesday, October 4

6:00 p.m. Open House, 6:30-9:00 p.m. Workshop
Laurel School Upper Campus, 275 Elliott Drive, Menlo Park

Saturday, October 14

9:00-10:30 a.m. site tour of key project areas
Meet at the parking lot on the Woodland Ave. side of University Circle/Four Seasons Hotel property
1900 University Avenue, East Palo Alto
Required RSVP by September 29 to jpa@sfcjpa.org

Wednesday, October 25

6:00 p.m. Open House, 6:30-9:00 p.m. Workshop
Palo Alto Art Center Auditorium, 1313 Newell Road, Palo Alto

The meetings were publicized via a mailed bilingual flyer (attached to this Executive Director's Report and available at sfcjpa.org) sent out by the SCVWD, social media of the SCVWD and cities, Nextdoor announcements posted by these agencies as well as individuals, and mass e-mails. At this Board meeting, we will discuss the October 4 workshop.

As was discussed at the last Board meeting on August 24, the SFCJPA is continuing its partnership with the U.S. Army Corps of Engineers to obtain from the Corps the federally preferred project alternative (called the National Economic Development, or NED, Plan) and benefit to cost ratio of that alternative. The NED plan is now expected by the end of October, at which time we will discuss with the SFCJPA Board the costs and benefits of continuing to move forward with the Corps.

Submitted by:



Len Materman
Executive Director

Agenda Item 5.b.

S.F. Bay-Highway 101 project:

Authorize the Executive Director to execute an Agreement with the Association of Bay Area Governments/San Francisco Estuary Partnership to receive \$4,082,351 in Proposition 84 Integrated Regional Water Management funds from the California Department of Water Resources

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and San Francisquito Creek Joint Powers Authority
2015 Proposition 84 Integrated Regional Water Management Implementation Grant
- Department of Water Resources -
- Agreement Number 4600011486 -

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and San Francisquito Creek Joint Powers Authority (SFCJPA), the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a 2015 Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund nine (9) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on August 15, 2016 DWR and ABAG entered into Agreement No. 4600011486 (Grant Agreement) awarding to ABAG a grant for Twenty-one Million, Four Hundred Sixty-nine Thousand, Twenty-five Dollars (\$21,469,025) in State funding (State Grant) requiring an estimated Seventy-six Million, Three Hundred Ninety-five Thousand, Seven Hundred Nine Dollars (\$76,395,709) in matching funds to be expended over the grant period which extends from January 1, 2011 until December 31, 2020 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, SFCJPA is a subrecipient of the State Grant and is responsible for ensuring completion of the San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project, Phase 2 (Project) as part of the Work Plan and for matching funds in the amount of Twelve Million, Seven Hundred Forty-seven Thousand, Nine Hundred Forty-nine Dollars (\$12,747,949) required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and SFCJPA further agree as follows:

AGREEMENT

- 1.0 Applicable Documents. The following are attached:
 - 1.1 Attachment 1 Project Description
 - 1.2 Attachment 2 Insurance Requirements

1.3 Attachment 3 Grant Agreement including the following exhibits that were attached:

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, and 3 and is the complete and exclusive statement of understanding between ABAG and SFCJPA, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of August 15, 2016 (Effective Date) and continue until December 31, 2020, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, SFCJPA will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Four Million, Eighty-Two Thousand, Three Hundred Fifty-one Dollars (\$4,082,351) of the State Grant to SFCJPA in accordance with the Grant Agreement. SFCJPA will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
 - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 1 - Grant Administration (ABAG Project).
 - 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to SFCJPA and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.
 - 4.3 ABAG will promptly notify SFCJPA of any notices given or actions taken by DWR if such notices or actions are likely to affect SFCJPA's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding

SFCJPA's invoices under section 12.c.5 of the Grant Agreement or alleged default by SFCJPA under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.

- 4.4 Commencing with DWR's award of the State Grant on October 29, 2015 and continuing until December 31, 2020 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million, Twenty- two Thousand, Three Hundred Thirty-five Dollars (\$1,022,335) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as- needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 SFCJPA Obligations
- 5.1 SFCJPA is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. SFCJPA understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by SFCJPA, as obligations of SFCJPA, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, SFCJPA acknowledges and agrees to comply with any requirements directly imposed on SFCJPA as a Local Project Sponsor under the Grant Agreement.
- 5.2 SFCJPA agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. SFCJPA is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, SFCJPA may invoice ABAG for grant share reimbursement incurred after the grant award date of January 17, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by SFCJPA. Match costs can include project related costs incurred after January 1, 2011. Required match costs related to a

specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to SFCJPA invoicing the grant for payment for that specific task. Additional cost share will be documented by SFCJPA in the Final Project Report.

- 5.4 SFCJPA hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 SFCJPA hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of SFCJPA under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 SFCJPA shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 SFCJPA shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 SFCJPA shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 SFCJPA will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. SFCJPA acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, SFCJPA will not be obligated to pay more than Two Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$2812.50) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 SFCJPA further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and SFCJPA is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 SFCJPA shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from SFCJPA's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.

- 6.2 ABAG shall indemnify, defend, and hold harmless SFCJPA and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by SFCJPA that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to SFCJPA, (c) SFCJPA's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) SFCJPA shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
- 7.3 SFCJPA may request termination of this Local Project Sponsor Agreement by submitting to ABAG a written notice stating the reasons for termination and all progress reports summarizing accomplishments to the date of the notice. Upon receipt of the notice, ABAG shall promptly transmit the notice to DWR and request amendment of the Grant Agreement pursuant to section D.4 of Exhibit D to the Grant Agreement to conform the Grant Agreement to SFCJPA's written notice. ABAG shall promptly notify SFCJPA of any communication(s) or response(s) from DWR. SFCJPA and ABAG will coordinate on any additional actions requested by DWR to effect the requested termination of this Local Project Sponsor Agreement.
- 8.0 Notices and Administrative Contacts
- 8.1 All notices or notifications under this Local Project Sponsor Agreement shall be in writing addressed to the persons set forth in this section.
- 8.2 All notices or notifications to ABAG shall be sent to:

Rebecca Darr
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
(510)622-2315
Email: rebecca.darr@sfestuary.org

8.3 All notices or notifications to SFCJPA shall be sent to:

Kevin Murray
SFCJPA
615 B Menlo Avenue Menlo Park,
CA 94205 Email:
kmurray@sfcjpa.org

- 9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and SFCJPA, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.
- 10.0 Assignment and Delegation. SFCJPA shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.
- 11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. SFCJPA further agrees and consents that the venue of any action brought between SFCJPA and ABAG shall be exclusively in the County of Alameda.
- 12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.
- 14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT

2015 Proposition 84 Integrated Regional Water Management Implementation Grant

- Department of Water Resources -
Local Project Sponsor Agreement

* * * * *

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, SFCJPA and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

San Francisquito Creek Joint Powers Authority

Len Materman, Executive Director

Date _____

Approved as to Form:

(Insert Name & Title of Signatory)

Date _____

Association of Bay Area Governments

Steve Heminger, Executive Director, Acting Pursuant to the
Contract for Services dated May 30, 2017

Approved as to Form and Content:

Date _____

Adrienne C. Weil, MTC General Counsel

Date _____

ATTACHMENT 1: PROJECT

DESCRIPTION WORK PLAN

PROJECT 6: San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project, Phase 2

IMPLEMENTING AGENCY: SFCJPA

PROJECT DESCRIPTION: The San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project, Phase 2 will increase the flow capacity of San Francisquito Creek from Geng to San Francisco Bay. Together with Phase 1 of this work, the project will protect approximately 1,300 properties from creek flooding from a 100-year flood event, and will provide significant benefits during lesser storm events. The project will restore approximately 15.5 acres of tidal marsh.

Phase 1 of the San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Project is work performed under Proposition 1E, DWR Agreement No. 460009670. It includes design, CEQA documentation, permitting, land acquisition, construction contracting and construction administration. Work includes, but is not limited to relocation and/or abandonment-in-place of PG&E gas and electric lines, and fabrication and installation of floodwalls from Highway 101 to Geng Road and restoration planting north of Geng Road to East Bayshore Road

Phase 2 is the work of this Grant Agreement No. 4600011486 and completes the San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project from Geng Road to the San Francisco Bay. It includes but is not limited to relocation of the City of East Palo Alto's sanitary sewer line, construction of engineered levees, restoration and construction of new marsh elements within the Creek and Faber Marsh.

Budget Category (a): Direct Project Administration

Task 1 Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- ┆ Environmental Information Form (EIF)
- ┆ Financial Statements
- ┆ Invoices
- ┆ Other Applicable Project Deliverables

Task 2 Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 3 Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report to include all work under Phase 2 and submit to DWR via the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Budget Category (b): Land Purchase/Easement

Task 4 Land Purchase/Easement

Not applicable. All land purchase and easement agreements associated with the project have been developed and will be finalized during Phase 1 work.

Budget Category (c): Planning/Design/Engineering and Environmental Documentation**Task 5 Feasibility Studies**

Project Feasibility Study: A Preliminary Alternatives Analysis was completed as part of the project development process.

Deliverables:

- ┌ 2009 Preliminary Alternatives Analysis

Task 6 CEQA Documentation

All CEQA Documentation was prepared and finalized under Phase 1 of the project, and copies will be provided as deliverables for Phase 2 project records.

Deliverables:

- ┌ Copy of Notice of Preparation
- ┌ Copy of Draft and Final EIR
- ┌ Copy of Notice of Determination
- ┌ No Legal Challenges letter

Task 7 Permitting

All permitting was completed under Phase 1 of the project and copies will be provided as deliverables for Phase 2 project records.

- U.S. Army Corps of Engineers (USACE) Section 404 Permit, including Section 7 Formal Consultations (100% complete)

- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification (100% complete)
- California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement (100% complete)
- Bay Conservation and Development Commission Permit (100% complete)

Deliverables:

┌ Copy of all required

permits Task 8 Design

All 100% Design Plans and Specifications were completed under Phase 1 of the project and copies will be provided as deliverables for Phase 2 project records.

Deliverables:

┌ Final 100% Design Plans and
Specifications, stamped by a registered
professional engineer

┌

┌ Task 9 Project Monitoring Plan

The Project Monitoring Plan was completed under Phase 1 and a copy will be provided as a deliverable for Phase 2 project records..

Deliverables:

┌ Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 10 Construction Contracting

All contracting was completed under Phase 1 and copies will be provided as deliverables for Phase 2 project records.

Deliverables:

┌ Bid documents
┌ Proof of Advertisement
┌ Award of contract
┌ Notice to proceed

Task 11 Construction Administration

Phase 2 continues Construction Administration of all contracts and contract change orders as applicable for Phase 1 work. Construction management duties include answering requests for information, and issuing work directives. A full time engineering construction inspector will be on site for the duration of the project. Construction inspector duties include: documenting pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

┌ Final Project Report

- ┆ Daily Inspection Reports
- ┆ Weekly Construction Meeting Summaries
- ┆ Construction Change Orders
- ┆ Final Operations and Maintenance Plan
- ┆ Final detailed topography, utility survey and survey control points

Task 12 Construction/Implementation Activities

Project construction will adhere to construction standards, health and safety standards, laboratory analysis protocols, and acceptable standard methods including levee fill compaction, welding specifications, noise and vibration notifications and monitoring, and natural resource agency permit conditions.

Construction activities will be implemented as outlined below.

Remobilization after completion of Phase 1: This task will consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site from Geng Road to San Francisco Bay and for work within Faber Marsh; and for all other work and operations which must be performed before beginning work at the project site. The contractor will establish temporary facilities and areas, and install temporary fencing. The construction work area will be inspected to identify possible environmental constraints, terrain limitations and other interferences. The contractor will meet with local agencies and organizations, as required, to ensure site operations are conducted in a manner consistent with local requirements and contract documents. Contractor will prepare and submit required documents, work plans and schedules, including insurance coverage and a Storm Water Pollution Prevention Plan (SWPPP).

Site preparation: This task will consist of clearing vegetation and debris from the immediate work areas. Clearing and grubbing will consist of removing unwanted materials from the work area including trees, stumps, roots, brush, downed timber and rubbish (as applicable). Debris and cleared materials will be consolidated and stockpiled at a designated disposal area. Following clearing activities along the project site and work area, erosion, water, and pollution control measures will be installed. Layout surveying will be completed and construction alignments will be identified from established control points, benchmarks, and baselines indicated on the design drawings. The SWPPP will be implemented.

Construction Activities: The elements of project construction may include, but are not limited to the following:

- Relocate East Palo Alto Sanitary District Line
- Construct O'Connor Street Pump Station tie-in
- Degrade and reconstruct west bank levee
- Grade and fill west bank levee downstream of Friendship Bridge
- Degrade existing east bank levee
- Construct new east bank set back levee
- Construct east bank overflow terrace
- Construct pedestrian boardwalk at Friendship Bridge from retained eastern footing across the new marsh plain terrace to the relocated east bank levee
- Widen the channel from Geng Road to San Francisco Bay and relocate excavated sediments to marsh plain elevation
- Stabilize the new, regraded widened channel profile and associated marsh terraces
- Construct in-stream velocity refugia habitat for migrating fish at six locations
- Installation of Faber Marsh enhancements to include construction of the five high-tide wildlife refugia islands and provide additional stability to the Faber Tract levee on the Bay.
- Installation of restoration plantings on newly created levees, overflow terrace, marsh plain and refugia islands

Performance Testing and Demobilization: All Phase 2 components will be tested during this phase to ensure proper working condition. Testing will be performed at design head to ensure there are no leaks or malfunctions in use. Mechanical operation will be verified prior to project close-out. Demobilization will include all activities for transportation of personnel, equipment, and supplies not required or included in the contract from the site, including disassembly, removal and site cleanup, of offices, buildings and other facilities assembled on the site specifically for the project.

Deliverables:

- ┆ Photographic documentation: pre-during and post-construction photos
- ┆ Engineers Certification of Project Completion
- ┆ Final As-built drawings

BUDGET

Project 6: San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project

Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$100,000	-	-	\$100,000
(b)	Land Purchase/ Easements	-	-	-	-
(c)	Planning/ Design/ Engineering/ Environmental Documentation	-	-	-	-
(d)	Construction/ Implementation	\$3,982,351	\$12,747,949	\$0	\$16,730,300
TOTAL		\$4,082,351	\$12,747,949	\$0	\$16,830,300

SCHEDULE

Project 6: San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Capital Improvement Project

Category		Start Date	End Date
Task (a)	Direct Project Administration	October-16	August-19
Task 1	Project Management	October-16	August-19
Task 2	Labor Compliance	January 18	March-19
Task 3	Reporting	October-16	August-19
Task (b)	Land Purchase/Easement	n/a	n/a
Task 4	Land Purchase/Easement	n/a	n/a
Task (c)	Planning/Design/Engineering and Environmental Documentation	n/a	n/a
Task 5	Feasibility Studies	n/a	n/a
Task 6	CEQA Documentation	n/a	n/a
Task 7	Permitting	n/a	n/a
Task 8	Design	n/a	n/a
Task 9	Project Monitoring Plan	n/a	n/a
Task (d)	Construction/Implementation	January-18	March-19
Task 10	Construction Contracting	January-18	March-19
Task 11	Construction Administration	January-18	March-19
Task 12	Construction/Implementation Activities	January-18	March-19

ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
 - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.

- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).

- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
 - ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials,

- employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
- iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
 - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
 - f) Verification of Coverage. Local Project Sponsor shall furnish, with return of signed Local Project Sponsor Agreement, ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self-Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self-insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.

Agenda Item 5.c.

S.F. Bay-Highway 101 project:

Authorize the Executive Director to execute a contract for \$471,778 with Hanford Applied Restoration & Conservation to construct marsh restoration features

CONTRACT

SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY CONTRACT FOR TIDAL MARSH AND UPLAND HABITAT ENHANCEMENTS IN AND AROUND FABER TRACT MARSH

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY, a Joint Powers Authority of the State of California ("JPA") and Hanford Applied Restoration and Conservation, a California corporation ("Contractor"). Contractor's California State Contractor's license number is 461167. Contractor's Department of Industrial Relations registration number is 1000000222.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, The Reference Documents Listed on Appendix I, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **TIDAL MARSH AND UPLAND HABITAT ENHANCEMENTS IN AND AROUND FABER TRACT MARSH** ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, JPA shall pay Contractor a not to exceed amount of Four Hundred Seventy-One Thousand Seven Hundred and Seventy-Eight dollars (\$471,778.00) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to JPA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time JPA tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. JPA and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In

accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between JPA and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

By: _____
Executive Director

ATTEST:

By: _____
Clerk of the Board

Dated: _____

Hanford Applied Restoration and Conservation
("CONTRACTOR")

APPROVED AS TO FORM:

By: _____
General Counsel

By: _____

By: _____

Agenda Item 5.d.

Upstream of Highway 101 project:

Flyer for public workshops on

October 4 and October 25

and an October 14 tour of potential project sites



SAN FRANCISQUITO CREEK

JOINT POWERS AUTHORITY

Your neighborhood flood protection project

The San Francisco Creek Joint Powers Authority (SFCJPA) is seeking input from the general public and interested stakeholders regarding its project to provide flood protection, ecosystem restoration and recreational benefits for the section of San Francisco Creek upstream of Highway 101.

The SFCJPA has incorporated into its analysis of project alternatives the community feedback received in writing and at four public meetings in January and February 2017 regarding the scope of its Environmental Impact Report (EIR). The scoping process solicited input on the potential project objectives, alternatives and environmental criteria to be evaluated in the EIR.

The community is now invited to two public workshops and a field trip to receive an update on the development of the EIR and provide additional input on project alternatives. Input collected from these meetings will be compiled by an outside facilitator and will supplement the work to advance the Draft EIR, which is anticipated to be released by the end of 2017.

Meanwhile, the U.S. Army Corps of Engineers is preparing a similar federal document, an Environmental Impact Statement (EIS), and there is a separate environmental review managed by the City of Palo Alto for replacement of the Newell Road Bridge.

We want your opinion!

Join us for two workshops and a field trip to:

- Learn about the development of the EIR and work to date to evaluate potential alternatives, including alternatives suggested by the public during the previous scoping meetings.
- Participate in an exercise to assess project alternatives, and provide your input on the project alternatives being evaluated in the EIR.
- Present your own alternatives and ideas for consideration and hear from your fellow community members.

While the content of the second workshop will build upon results from the first workshop and cover new ground, the second workshop will begin with a short recap.

Present your ideas at the October 25 workshop

Interested parties who attend the October 4 or 14 gatherings are invited to present at the October 25 workshop their own alternatives and ideas that meet the project objectives. To make a maximum 10-minute presentation, interested parties must email ipa@sfcjpa.org by October 19 the name and contact information of the presenter, and any materials requesting to be shown or distributed.

Unable to attend?

The workshops summaries and tour materials will be posted online at sfcjpa.org. In addition, there will be another opportunity for you to provide input during the public comment period after the Draft EIR is released, which is anticipated in late 2017.

Contact us

For more information about the project and these workshops, visit sfcjpa.org or call 650-324-1972.

Wed., Oct. 4, 2017 – Workshop #1

Laurel School Upper Campus, 275 Elliott Drive, Menlo Park

- **6:00 p.m.** – Open house to view project displays and speak with the project team.
- **6:30–9:00 p.m.** – Workshop includes a project progress report, a hands-on table-top exercise and group discussion.

While walk-ins will be welcome, to ensure that adequate supplies, materials and refreshments are on hand, please RSVP by September 29 to ipa@sfcjpa.org.

Sat., Oct. 14, 2017 – Site tour of key project areas

- **9:00–10:30 a.m.** – Field trip of potential project sites between Pope-Chaucer Bridge and Highway 101.

Bus space is limited and RSVP is required by September 29 to ipa@sfcjpa.org. Meet at the parking lot on the Woodland Avenue side of the University Circle/Four Seasons Hotel property, 1900 University Avenue, East Palo Alto. Park in any space on the property near Woodland Avenue and follow the signs to the bus pick up location.

Wed., Oct. 25, 2017 – Workshop #2

Palo Alto Art Center Auditorium, 1313 Newell Road, Palo Alto

- **6:00 p.m.** – Open house to view project displays and speak with the project team.
- **6:30–9:00 p.m.** – Workshop includes a recap from the previous workshop, stakeholder presentations, explanation of project factors, and group discussion.



SFCJPA.ORG

El proyecto de protección contra inundaciones de su vecindario

La San Francisquito Creek Joint Powers Authority (SFCJPA) quiere la opinión del público en general y las partes interesadas sobre este proyecto para brindar protección contra las inundaciones, la restauración del ecosistema y los beneficios de la reconstrucción de la sección de la autopista federal 101 que está a contracorriente del arroyo de San Francisquito.

La SFCJPA incorporó a su análisis de proyectos alternativos los comentarios que la comunidad hizo por escrito y durante cuatro reuniones públicas en enero y febrero de 2017 con respecto al alcance de su Informe de impacto ambiental (Environmental Impact Report, EIR). En el proceso de revisión se solicitó información sobre los objetivos del proyecto potencial, así como de las alternativas y

criterios ambientales que se evaluarán, igual que en el EIR.

Se invitó a la comunidad a dos talleres públicos y a una excursión para recibir una actualización del desarrollo del EIR e información adicional con respecto a proyectos alternativos. La información recabada durante estas reuniones la recopilará un facilitador externo y complementará el trabajo para continuar con el borrador del EIR, que se planea publicar a finales de 2017.

Mientras tanto, el Cuerpo de Ingenieros del Ejército de Estados Unidos (U.S. Army Corps of Engineers) prepara un documento federal similar, una Declaración sobre el impacto ambiental (Environmental Impact Statement, EIS) y también existe una revisión ambiental por separado que administra la Ciudad de Palo Alto para reemplazar el puente de Newell Road.

¡Queremos saber su opinión!

Acompañenos a los dos talleres y a la excursión para:

- Aprender sobre el desarrollo del EIR y el trabajo realizado hasta la fecha para evaluar alternativas potenciales, incluidas las alternativas que el público sugirió durante las reuniones de revisión anteriores.
- Participar en el ejercicio de evaluación de proyectos alternativos y proporcionar información a los proyectos alternativos que se evaluarán en el EIR.
- Presentar sus propias alternativas e ideas para que se consideren mientras conoce las de los demás miembros de su comunidad.

Mientras que el contenido del segundo taller se basará en los resultados del primer taller, el segundo taller comenzará con una breve recapitulación.

Taller para presentar su idea el 25 de octubre

Se invita a todas las partes interesadas que asistan el 4 de octubre o el 14, a que presenten sus alternativas en el taller del 25 de octubre para que, de cumplir con los objetivos del proyecto, se consideren. Para dar una presentación de máximo 10 minutos, las partes interesadas deberán enviar un correo electrónico a jpa@sfcjpa.org antes del 19 de octubre, con el nombre y la información de contacto del presentador y los materiales que requiere para mostrar o distribuir.

¿No puede asistir?

Los resúmenes de los talleres y los materiales de los recorridos se publicarán en línea en sfcjpa.org. Además, habrá otra oportunidad para que el público haga comentarios después de que se publique el borrador del EIR, que se dará a conocer a finales de 2017.

Comuníquese con nosotros

Para tener más información sobre el proyecto y los talleres, visite la página sfcjpa.org o llame al 650-324-1972.

Miércoles 4 de octubre de 2017 – Taller n.º 1

Laurel School Upper Campus, 275 Elliott Drive, Menlo Park, CA

- **6:00 p.m.:** evento abierto al público para ver la presentación del proyecto y hablar con el equipo del proyecto.
- **6:30 a 9:00 p.m.:** el taller incluye un informe del progreso del proyecto, un ejercicio práctico y una discusión grupal.

Todas las personas son bienvenidas, sin embargo, para asegurar que se tengan los suministros, materiales y refrigerios apropiados, por favor confirme su asistencia antes del 29 de septiembre en jpa@sfcjpa.org.

Sábado 14 de octubre de 2017 – Recorrido de las áreas importantes del proyecto

- **9:00 a 10:30 a.m.:** se hará una excursión a las posibles ubicaciones para el proyecto entre Pope-Chaucer Bridge y la autopista federal 101.

Los lugares en el autobús son limitados así que confirme su asistencia antes del 29 de septiembre en jpa@sfcjpa.org. Reúnase en el estacionamiento de Woodland Avenue en el lado de University Circle/propiedad de Four Seasons Hotel, 1900 University Avenue, East Palo Alto. Estacionese en cualquier espacio en la propiedad cerca de Woodland Avenue y siga los letreros para la ubicación del autobús.

Miércoles 25 de octubre de 2017 – Taller n.º 2

Auditorio del Centro de Arte de Palo Alto, 1313 Newell Road, Palo Alto, CA

- **6:00 p.m.:** evento abierto al público para ver la presentación del proyecto y hablar con el equipo del proyecto.
- **6:30 a 9:00 p.m.:** se hará una recapitulación de las presentaciones de las partes interesadas durante el taller anterior, se explicarán los factores del proyecto y habrá una diálogo grupal.

