



City of Palo Alto

City Council Staff Report

(ID # 5335)

Report Type: Consent Calendar

Meeting Date: 1/26/2015

Summary Title: Water Trail Grant

Title: Approval of a Construction Grant Agreement with The Association of Bay Area Governments and the San Francisco Bay Area Water Trail in the Amount of \$40,000 for Palo Alto Baylands Sailing Station Accessibility Improvements and Adoption of a Related Budget Amendment Ordinance in the Capital Project Fund

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that Council approve a construction grant agreement with The Association of Bay Area Governments and the San Francisco Bay Area Water Trail (Attachment A) in the amount of \$40,000 for Palo Alto Baylands Sail Station accessibility improvements, and adopt a Budget Amendment Ordinance to increase the estimate for Local Revenue by \$40,000 in the Capital Project Fund for the City Facility Parking Lot Maintenance project (PE-09003) in recognition of the grant award.

Executive Summary

The Association of Bay Area Governments (ABAG) awarded the City of Palo Alto a \$40,000 grant for accessibility improvements for the Palo Alto Baylands Sailing Station in 2012. The grant was awarded to the City in connection with the Palo Alto Baylands Sailing Station being given conditional designation as a stop on the San Francisco Bay Area Water Trail.

The grant process began in late 2010 when Water Trail staff toured possible locations for landing stops along the trail. Palo Alto Baylands was immediately put on their list of locations due to several factors: it is an existing facility, relatively minor work needs to be done to address compliance issues, and there are few locations which can serve the South Bay area. Open Space staff attended several Bay Area Water Trail planning meetings. When grant funding became available, the City was encouraged to apply to help offset costs of making accessibility upgrades desired by Water Trail staff.

Background

The Baylands Sailing Station provides bay access to non-motorized canoes, kayaks, and other small boats that can be hand-launched. The Sailing Station, built in 1992, was designated as a conditional stop on the San Francisco Bay Water Trail in 2013. The San Francisco Bay Area Water Trail is a voluntary, planned network of access sites, or "trailheads." These "trailheads" will make it easier for people using non-motorized small boats to safely enjoy the historic, scenic, cultural and environmental richness of San Francisco Bay through single and multiple day trips.

The Baylands Sailing Station meets all the qualifications for a designated stop on the Water Trail (parking, restrooms, pathways, sailing station dock). Certain elements of the Sailing Station need accessibility improvements to meet the Americans with Disabilities Act requirements, and current accessibility standards. Upgrades that will need to be completed to change our status from conditional include: additional railings on the pier and ramps to the dock, changing the base of the pay telephone to remove wheelchair obstacles, installation of a compliant water fountain, removal of trip hazards on the pier, resurfacing of the dock, repairs to the dock edge, installation of a compliant hose bib (completed), improved compliant signage and paving access routes from parking to the pier.

The San Francisco Bay Area Water Trail is a nine-county program under the leadership of the California Coastal Conservancy. It is administered in collaboration with the Association of Bay Area Governments, the San Francisco Bay Conservation and Development Agency and the California Department of Boating and Waterways.

Discussion

The purpose of this project is to make repairs, upgrades, and improvements to the existing launch facility at the Palo Alto Baylands Sail Station. Improvements will provide increased recreational opportunities to Palo Alto and greater San Francisco Bay Area communities and provide an accessible and useable trail head for the Bay Area Water Trail.

This grant has a requirement for matching funds from the City of Palo Alto in the amount of \$40,000. These funds will come from pairing the grant money with existing Public Works Department CIP City Facility Parking Lot Maintenance (PE-09003) funds intended for paving a portion of the sail station parking lot. The addition of grant money to the existing capital improvement project will add additional ADA compliance improvements, such as an upgrade of accessible parking to meet current standards and creation of firm surface routes of travel from parking to the water fountain, pay telephone, wash pad and pier.

The upgraded facility will greatly enhance the availability of and accessibility to the South Bay waters for recreational boaters of all physical abilities and skill levels as individuals and family groups.

Facility upgrades will make access to the South Bay, south bayside marshes, sloughs and estuaries much easier for exercise, bird and animal viewing and general exploration. Increased accessibility will increase knowledge of and future stewardship for the San Francisco Bay.

Numerous user groups use the sail station. Many users are small boaters; also using the facility are hikers, joggers, cyclists, wildlife enthusiasts, painters, and photographers. Improving this facility will benefit all of our user groups.

Total visitation to the Baylands is approximately 825,000 people each year; some percentage of visitors has a mild to severe physical disability requiring accommodation. Improving the sailing station facility will increase the usability and enjoyment of the Baylands for, and increase visitation by, these users.

Timeline

The grant money will be used to expand the scope of services for an existing City Capital Improvement Project (PE-86070) to repave a portion of the Sailing Station Parking Lot. Completion of the parking lot project is planned for the spring of 2015.

Resource Impact

The grant money will be used to expand the scope of services for the City Facility Parking Lot Maintenance project (PE-09003) to repave a portion of the Sailing Station Parking Lot. Funding from this project will also satisfy the ABAG's grant matching requirement of \$40,000. There are no new costs to the City associated with receiving this grant.

Policy Implications

The sail station improvement project is in compliance with the following City of Palo Alto Community Services Department Goals:

"Goal C-1 Palo Alto shall implement programs and strategies that sustain the health, well-being, recreation, and safety of residents and visitors."

"Goal C-2 Palo Alto shall engage the community, work with our regional partners, reach out to our schools, collaborate with non-profits, and create business partnerships in order to provide community services for all age groups."

"Goal C-3 Recognize the intrinsic value and everyday importance of our parks and community centers, libraries, and civic buildings, by investing in their maintenance and improvement."

"Goal C-4 Plan for the future in which our parks, libraries, and community facilities continue to thrive and adapt to the growth and change of Palo Alto."

"Goal C-5 Palo Alto is committed to high-quality public services and the manner in which those services are provided to our residents, businesses and visitors."

Environmental Review

A Joint Aquatics Resources Permit Application (JARPA) is being completed for the Sailing Station Parking Lot resurfacing project. THIS DOESN'T LOOK CORRECT. IT COULD READ depending on the circumstances "The award of funding under the ABAG grant agreement is not a project for purposes of CEQA and the CEQA Guidelines, therefore, no environmental review is required. When the Sailing Station Parking Lot resurfacing project is undertaken, the project will be categorically exempt from environmental review under CEQA Guidelines section 15301 (Existing Facilities) or 15304 (Minor alterations to land)."

Attachments:

- H2O grant agreement (PDF)
- Attachment B: Budget Amendment Ordinance - Water Trail Grant (DOCX)

ASSOCIATION OF BAY AREA GOVERNMENTS
SAN FRANCISCO BAY AREA WATER TRAIL

CONSTRUCTION GRANT AGREEMENT
Sail Station Accessibility Upgrade Project

Grantee's full, legal name: City of Palo Alto

Address: 3201 East Bayshore Road

Phone No.: (650) 617-3156

Name of Contact: Richard E. Bicknell

Title of Contact: Supervising Ranger

Taxpayer ID Number _____

I. SCOPE OF AGREEMENT

Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") awarded grant funds to be administered by the Association of Bay Area Governments (ABAG) for development of the San Francisco Bay Area Water Trail. ABAG grants City of Palo Alto ("the Grantee") a sum not to exceed Forty Thousand (\$40,000), from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, subject to the terms and conditions of this Agreement, to complete the Sail Station Accessibility Upgrade Project ("the Project"), as shown on Exhibit A, which is incorporated by reference and attached. The Project description is attached as Exhibit B, which is incorporated by reference.

The Grantee shall carry out the Project in accordance with this Agreement and a work program to be approved by ABAG pursuant to this Agreement. The Grantee shall provide any funds beyond those granted under this Agreement which are needed to complete the Project.

II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The Grantee shall not commence construction of the Project and ABAG shall not be obligated to disburse any funds under this Agreement unless and until the following conditions precedent have been met:

- A. A resolution has been adopted by the City Council of the Grantee authorizing the execution of this Agreement and approving its terms and conditions.
- B. ABAG has approved in writing:
 - 1. The work program for the Project; and
 - 2. All contractors that the grantee intends to employ in connection with the project.
 - 3. A rendering, with dimensions and proposed placement, of the acknowledgment sign described in section II.A of the Standard Provisions, and a plan for the dimensions and placement of Water Trail identification and educational signs described in sections IIB and IIC of the Standard Provisions

- C. Written evidence has been provided to ABAG:
1. That all permits and approvals necessary to the completion of the Project under applicable local, state and federal laws and regulations have been obtained;
 2. That the Grantee has acquired and recorded all easements and other interests in real property necessary to the construction, use and/or maintenance of the Project;
 3. That notices of non-responsibility are recorded for all private property improved by the Project (see Exhibits C-1 and C-2);
 4. That the Grantee has provided for liability insurance and an endorsement, or is self-insured, as described in the "LIABILITY" section of this Agreement; and
 5. That the Grantee has provided for fire and other loss insurance as described in the "LOSS INSURANCE" section of this Agreement.
 6. That any bonds required under section III of the Standard Provisions have been secured.

Notwithstanding the above, the Grantee may commence preparation of plans, specifications and engineering work upon meeting conditions set forth in subsections A and B.1 of this section, and upon ABAG's review and approval of a separate work program (tasks, budget and timeline) and approval of any contractors that the Grantee will retain to perform the work.

III. TERM OF AGREEMENT

This Agreement shall be deemed executed and effective when signed by both parties and received in the offices of ABAG together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" section of this Agreement.

Grantee shall complete grant tasks by July 31, 2015 ("the completion date") and shall submit a final Request for Disbursement no later than thirty (30) days after the completion date. This Agreement shall run from its effective date through July 31, 2035 ("the termination date") to ensure compliance with the requirements of Article VIII unless otherwise terminated or amended as provided in this Agreement.

STANDARD PROVISIONS

I. WORK PROGRAM

- A. If any portion of the construction to be funded under this Agreement will be performed by third parties ("contractors") under contract with the Grantee, prior to initiating any request for contractor bids, the Grantee shall submit for review and written approval by ABAG the bid package including construction plans and specifications which have been certified or approved as described above. Upon approval by ABAG, the Grantee shall proceed with the bidding process.
- B. Prior to final selection, the Grantee shall submit to ABAG for written approval the names, addresses and licenses of all contractors that the Grantee intends to hire and any change or clarification to the bid package.
- C. Prior to beginning construction, the Grantee shall submit a detailed work program to ABAG for review and written approval of its consistency with this Agreement. The work program shall include:
1. Construction plans and specifications which have been certified by a registered architect or engineer, or approved by the Grantee's Public Works Director.
 2. For projects not exempt from CEQA, plans for implementing and for documenting implementation of all actions and mitigation measures identified in the project's environmental document as needed to avoid significant environmental effects or reduce them to a level of insignificance (e.g. as contained in a Mitigation Monitoring and Reporting Program).
 3. A schedule of completion for the Project specifically listing the completion date for each Project component and a final Project completion date, including all mitigation measures and actions, if any.
 4. A detailed Project budget (the "Project Budget"). The Project Budget shall describe all labor and materials costs to be incurred, including signs, (see section II of the Standard Provisions) to complete each component of the Project. For each Project component, the Project Budget shall list all intended funding sources, including grant funds, the Grantee's required contribution and all other sources of monies, materials, or labor. The Grantee shall review the plans on-site with ABAG staff.
 5. A list of all permits required to complete the Project, including but not limited to environmental documentation. For each such permit, Grantee shall identify the attendant conditions, mitigation measures, fees and the like. The Grantee shall indicate how each attendant condition, mitigation measure, fee and the like is treated in the documents provided under paragraphs I.C.1, 2 and 3 of these Standard Provisions.
- D. The work program shall have the same force and effect as if included in the text of this Agreement. However, the work program may be modified without amendment of this Agreement upon the Grantee's submission of a modified work program and ABAG's written approval of it. If this Agreement and the work program are inconsistent, the Agreement shall control.

- E. The Grantee shall construct the Project in accordance with the approved work program.
- F. The Grantee shall comply with, fulfill, accomplish or pay each condition, mitigation measure, fee (or the like) identified in paragraph I.C.2 of these Standard Provisions which are applicable at the completion of the Project. For each condition, mitigation measure, fee (or the like) identified in paragraph I.C.2 of these Standard Provisions which, by its terms, cannot be, or is not required to be, complied with, fulfilled, accomplished or paid by the time the Project is completed, the Grantee shall state in a narrative format, the plan for future compliance or payment.

II. SIGNS

- A. The Grantee shall erect a sign acknowledging ABAG and Conservancy assistance and displaying the Water Trail, ABAG, and Conservancy logos, unless the Grantee incorporates this acknowledgement into other signage in a manner approved by ABAG and the Conservancy. ABAG shall provide specifications for the Conservancy and Water Trail logos to the Grantee for this purpose. Final reimbursement may be withheld by ABAG pending placement of the sign in the manner approved by ABAG and the Conservancy.
- B. The Grantee shall erect a Water Trail identification sign at the launch site. ABAG shall provide specifications for the Water Trail identification sign to the Grantee for this purpose.
- C. The Grantee may be required to erect directional and educational signage. The Grantee, ABAG, and the Conservancy will work together to determine the placement for directional signs and the placement and content of educational signs. Specifications and requirements for directional and educational signage, if any, will be included in the work program.
- D. The Grantee shall submit a sign plan describing the number, design, placement and wording of required signs (to be determined in the work program) to ABAG and the Conservancy for review and written approval prior to the installation of signs. Final reimbursement may be withheld by ABAG pending placement of the sign in the manner approved by ABAG and the Conservancy.

III. BONDING

If the Grantee intends to use any contractor(s) on any portion of the Project to be funded under this Agreement, construction shall not begin until each such contractor has furnished a performance bond in favor of ABAG and the Grantee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. The requirement shall not apply to any contract for less than \$20,000.

Any bond furnished pursuant to this section shall be executed by an admitted corporate surety insurer in the State of California.

IV. COSTS AND DISBURSEMENTS

- A. Upon determination by ABAG that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, ABAG shall disburse to the Grantee, in accordance with the approved Project Budget, a total amount not to exceed the amount of this grant, as follows:

The provision of this section with a check mark, "x" or equivalent mark opposite it will apply at the commencement of the Agreement.

PROGRESS PAYMENTS

Disbursements shall be made on the basis of costs incurred to date, less ten percent (10%), upon satisfactory progress in accordance with the approved work program and upon the Grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. Disbursement of the ten percent (10%) withheld shall be made upon the Grantee's satisfactory completion of construction of the Project and compliance with the "PROJECT COMPLETION" section of this Agreement, and upon ABAG's acceptance of the Project.

TASK COMPLETION

Disbursements shall be made on the basis of costs incurred to date, less ten percent (10%), upon the Grantee's satisfactory completion of each Project task identified in the approved work program. The final disbursement, together with amounts earlier withheld, shall be made upon the Grantee's satisfactory completion of construction of the Project and compliance with the "PROJECT COMPLETION" section of this Agreement, and upon ABAG's acceptance of the Project.

PROJECT COMPLETION

Disbursement shall be made on the basis of costs incurred, upon the Grantee's satisfactory completion of construction of the Project and compliance with the "PROJECT COMPLETION" section of this Agreement, and upon ABAG's acceptance of the Project.

- B. The Grantee shall request disbursements by filing with ABAG fully executed "Request for Disbursement" forms (available from ABAG). The Grantee shall include on the forms its name and address, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description of all work done for which disbursement is requested. The forms shall be signed by an authorized official of the Grantee. Each form shall be accompanied by any supporting invoices or other source documents from contractor(s) that the Grantee engaged to complete any portion of the Project funded under this Agreement, and/or by written substantiation of completion of the portion of the Project for which disbursement is requested. With each form, the Grantee shall also submit a supporting progress report summarizing the current status of the Project and comparing it to the status required by the work program (budget, timeline, tasks, etc.). Failure to fully execute and submit a "Request for Disbursement" form, including attachment of supporting documents, will relieve ABAG of its obligation to disburse funds to the Grantee unless and until all deficiencies in the form are rectified.

V. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The Grantee shall expend funds in the manner described in the approved Project Budget. The allocation of ABAG's total grant among the items in the Project Budget may vary by as much as ten percent (10%) without approval by ABAG. Any difference of more than ten percent (10%) must be approved in writing by ABAG. ABAG may withhold payment for changes in particular budget items which exceed the amount allocated in the Project Budget by more than ten percent (10%) and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this Agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items.

VI. PROJECT COMPLETION

- A. Within ninety (90) days of completion of construction of the Project, the Grantee shall supply ABAG with two copies of evidence of completion by submitting a final report which includes:
1. An inspection report by a registered architect or engineer or the Grantee's Public Works Director certifying completion of the Project according to the approved work program.
 2. A fully executed final "Request for Disbursement" form.
 3. "Before" and "after" photos in electronic form.
 4. If the Project is built by third parties, a copy of a recorded Notice of Completion covering the Project.
 5. For projects not exempt from CEQA, any items required to demonstrate compliance with the Conservancy's authorization with respect to CEQA (e.g., evidence of compliance with a Mitigation Monitoring and Reporting Program) as specified in the project work program.
 6. Documentation that acknowledgment and identification signs are installed as required.
 7. Documentation that educational signs, as required and described in the work program, are installed.
- B. Within forty-five (45) days of Grantee's compliance with this section, ABAG shall determine whether the Project has been satisfactorily completed. If ABAG determines that the Project has been satisfactorily completed, ABAG shall issue to the Grantee a letter of acceptance of the Project. The Project shall be deemed complete as of the date of the letter of acceptance.

VII. EARLY TERMINATION AND FAILURE TO PERFORM

If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to ABAG of all amounts disbursed by ABAG under this Agreement. ABAG may, at its sole discretion, consider extenuating circumstances and not require repayment

for work partially completed. This paragraph shall not be deemed to limit any other remedies ABAG may have for breach of this Agreement.

VIII. OPERATION AND MAINTENANCE

- A. The Grantee or its successor in interest shall maintain the facilities and structures constructed as part of the Project, including all applicable post-construction mitigation measures identified in the environmental document to avoid significant environmental effects or reduce them to a level of insignificance, and shall operate these facilities and structures throughout the term of this Agreement consistent with the purposes for which ABAG's grant was made and so as to allow non-discriminatory public use of the facilities and structures. The Grantee assumes all operation and maintenance costs of these facilities and structures. Neither ABAG nor the Conservancy shall be liable for any cost of such maintenance, management or operation. The Grantee may be excused from its obligations for operation and maintenance during the term of this Agreement only upon the written approval of ABAG.
- B. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance and expenses necessary to produce gross revenues. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
- C. The parties to this Agreement expressly agree and acknowledge that the Conservancy is a third party beneficiary of the provisions of this paragraph

IX. INSPECTION

Throughout the term of this Agreement, ABAG shall have the right to inspect the Project area to ascertain compliance with this Agreement.

X. MITIGATION

The Grantee shall not use of any portion of the grant funds for mitigation. All funds generated in connection with any authorized or allowable mitigation with respect to a project shall be remitted promptly to ABAG until ABAG has been paid for all of its past, present, and future costs with respect to the project, including, without limitation, staff, planning, development, restoration, operation and maintenance, and monitoring costs, and any acquisition costs at fair market value as of the time mitigation is to begin.

XI. LIABILITY

- A. The Grantee shall be responsible for, indemnify and save harmless ABAG and State of California (the "State"), and their respective members, directors, officers, agents and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, except for active negligence of ABAG, its directors, officers, agents or employees. The duty of the

Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

PUBLIC ENTITY GRANTEES: This Agreement supersedes the Grantee's right as a public entity to indemnify (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

- B. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from ABAG and the State, and their respective members, directors, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- C. The provision of this section with a check mark, "x" or equivalent mark opposite it will apply at the commencement of the Agreement.

- Throughout the term of this Agreement, the Grantee shall provide and maintain public-liability and property-damage insurance for liability assumed by the Grantee under this Agreement with minimum limits of liability as follows: a single limit for bodily injury (including death) and property damage liability combined of \$2,000,000 each occurrence and \$2,000,000 in the aggregate.

This insurance shall be issued by a company or companies admitted to transact business in the State. The liability insurance policy shall contain an endorsement specifying that ABAG, and the State, and their respective members, officers, directors, agents and employees are included as additional insureds for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. The policy will not be cancelled or reduced in coverage without thirty (30) days' prior written notice to ABAG.

ABAG is not responsible for premiums and assessments on any insurance policy.

- If at the commencement of this Agreement, the Grantee self-insures for bodily injury, personal injury and property damage liability, the Grantee shall submit written evidence of such self-insurance for approval by ABAG, at its sole discretion. If at any time during the term of the Agreement, the Grantee ceases to be self-insured, the Grantee shall comply with insurance requirements set forth in the preceding section.
- D. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third party beneficiary under this Agreement.

XII. LOSS INSURANCE

The provision of this section with a check mark, "x" or equivalent mark opposite it will apply at the commencement of the Agreement.

- Throughout the term of this Agreement, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement. This insurance shall be issued by a company or

companies admitted to transact business in the State. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days' prior written notice to ABAG.

- If at the commencement of this Agreement, the Grantee self-insures against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, the Grantee shall submit written evidence of such self-insurance for approval by ABAG, at its sole discretion. If at any time during the term of the Agreement, the Grantee ceases to be self-insured, the Grantee shall comply with insurance requirements set forth in the preceding section.

ABAG is not responsible for premiums and assessments on any insurance policy.

XIII. AUDITS/ACCOUNTING/RECORDS

The Grantee shall maintain standard financial accounts, documents, and records relating to the construction of the Project. The Grantee shall retain these documents for three (3) years following the date of final disbursement by ABAG under this Agreement, regardless of the termination date. The documents shall be subject to examination and audit by ABAG and the Bureau of State Audits during this period. The Grantee may use any accounting system which follows the guidelines of "Generally Accepted Accounting Practices" published by the American Institute of Certified Public Accountants.

XIV. NONDISCRIMINATION

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy disability leave. The Grantee and its contractor(s) shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractor(s) shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 *et seq.*) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement. The Grantee and its contractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this Agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 *et seq.*) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

XV. PREVAILING WAGE AND LABOR COMPLIANCE PROGRAM

Work done under this grant agreement may be subject to the prevailing wage and other provisions of the California Labor Code requirements (see Labor Code sections 1720 et seq.). The grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations, if required by law to do so.

This agreement is funded in whole or in part with funds from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" ("Proposition 84"). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a "labor compliance program" under Labor Code section 1771.5(b). The grantee shall review these statutory provisions and related provisions and regulations to determine its responsibilities.

XV. COMPLIANCE WITH LAWS GOVERNING ACCESS FOR PERSONS WITH DISABILITIES

In undertaking the Project, the Grantee shall comply with all applicable federal, state and local laws governing access for persons with disabilities

XVI. ASSIGNMENT

Without the written consent of ABAG, this Agreement is not assignable by the Grantee in whole or in part.

XVII. TIMELINESS

Time is of the essence in this Agreement.

XVIII. ABAG'S DESIGNEE

Laura Thompson is ABAG's Project Manager who shall have authority to act on behalf of ABAG with respect to this Agreement.

XIX. AMENDMENT

Except as expressly provided in this Agreement, no changes in this Agreement shall be valid unless made in writing and signed by the parties to the Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties.

XX. LOCUS

This Agreement is deemed to be entered into in the County of Alameda.

The parties have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the ____ day of _____, 20__.

Association of Bay Area Governments

GRANTEE

By _____
Ezra Rapport, Executive Director

By _____

Approved as to Form

Approved as to Form

By _____
Kenneth K. Moy, Legal Counsel

By _____

EXHIBIT A

Project Location

Area photo of Palo Alto Baylands Sail Station (outlined in teal - from Google Earth). For reference the pier and dock and on the right of the picture.

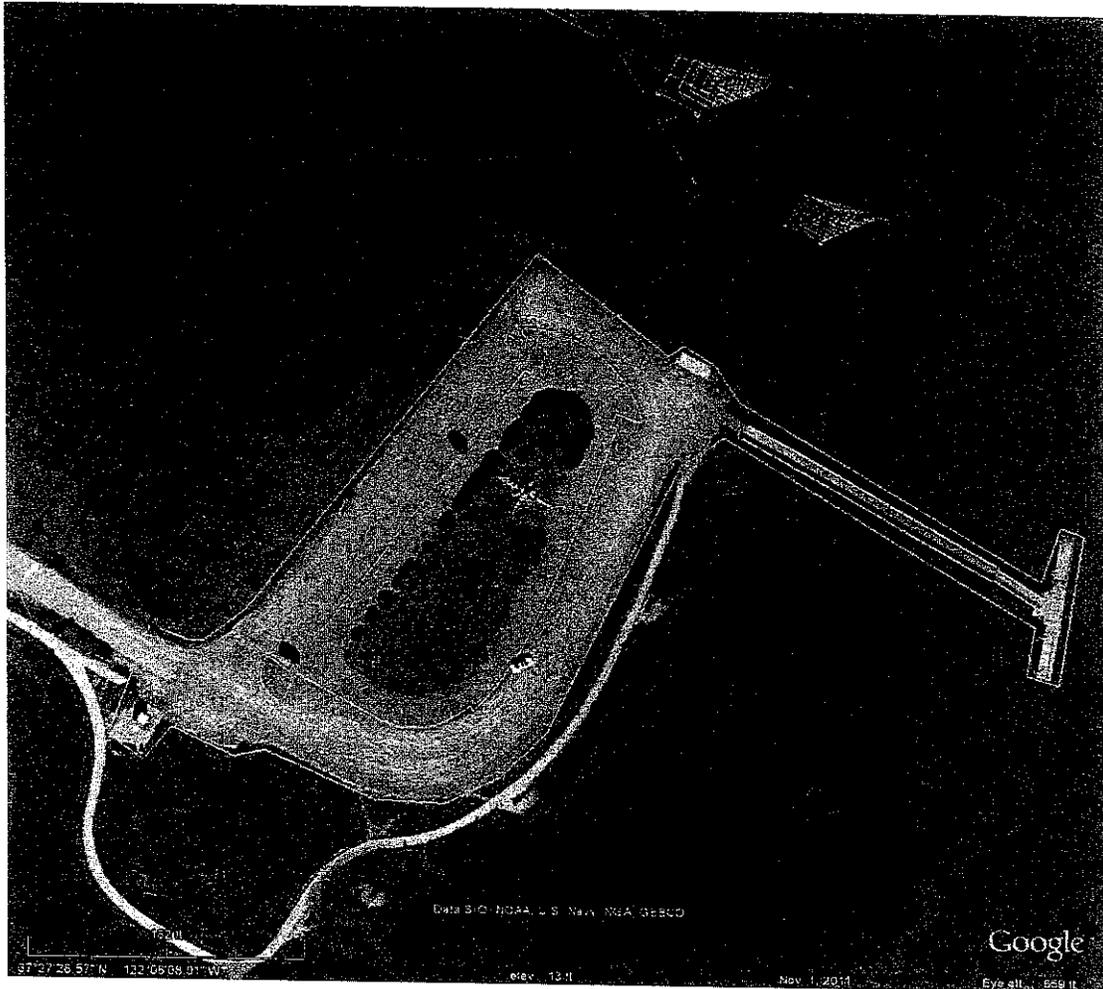


EXHIBIT B

Project Description

The Palo Alto Sail Station Accessibility Upgrade Project would upgrade, improve, and make accessible the parking lot, dock, gangway, pier, portable restroom pad, and boat wash located at the Palo Alto Sail Station.

EXHIBIT C-1

Notice of Nonresponsibility
(version 1 – use if property site has a street address)

EXHIBIT C-2

Notice of Nonresponsibility

(version 2 – use if property site does not have a street address)

WATER TRAIL CONSTRUCTION GRANT CHECKLIST

Immediately After Grant Approval by ABAG
<input type="checkbox"/> Provide resolution authorizing execution of contract
<input type="checkbox"/> Provide evidence that all necessary permits and property interest have been obtained
<input type="checkbox"/> Certification of environmental document (if applicable, only for Cat. Ex.)
<input type="checkbox"/> Work with ABAG to obtain Conservancy approval of CEQA findings (if applicable, for Neg. Dec. or higher)
<input type="checkbox"/> Sign contracts and return two wet copies to ABAG
Prior to Commencement of Construction Submit the Following for Written Approval:
<input type="checkbox"/> Request for Proposal (RFP) and Bid Package <i>(ABAG shall approve in writing)</i>
<input type="checkbox"/> Project Plans and Specifications <i>(ABAG shall approve in writing)</i>
<input type="checkbox"/> Sign Plan, with sign details <i>(ABAG shall approve in writing)</i>
<input type="checkbox"/> Letter Indicating Contractor(s) Selected for Project <i>(ABAG shall approve in writing)</i>
<input type="checkbox"/> Work Program Including Tasks, Budget and Schedule <i>(ABAG shall approve in writing)</i>
<input type="checkbox"/> Evidence of Liability Insurance that includes ABAG and the Conservancy as additional insured
<input type="checkbox"/> Evidence of Loss Insurance
<input type="checkbox"/> Performance Bond that includes ABAG as an obligee
Project Close-Out Requirements <i>(ABAG will send a final letter approving the project once the following items have been received and approved. Final disbursement is processed after the project approval letter).</i>
<input type="checkbox"/> Final Site Visit with ABAG and Conservancy
<input type="checkbox"/> Submit Notice of Completion
<input type="checkbox"/> Submit Certified Inspection Report
<input type="checkbox"/> Submit Photos of Completed Project (Digital Copies)
<input type="checkbox"/> Submit Evidence of Mitigation Monitoring Compliance (if applicable)
<input type="checkbox"/> Submit As-Built Plans, if applicable <i>(ABAG shall approve in writing)</i>
<input type="checkbox"/> Submit Final Disbursement Request <i>(ABAG shall approve in writing)</i>

Ordinance No. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR THE FISCAL YEAR 2015 IN THE CAPITAL IMPROVEMENT FUND, INCREASING THE ESTIMATE FOR LOCAL REVENUE IN THE CITY FACILITY PARKING LOT MAINTENANCE PROJECT (PE-09003) IN THE AMOUNT OF \$40,000 IN RECOGNITION OF A GRANT AWARD FROM THE ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) FOR ACCESSIBILITY IMPROVEMENTS TO THE PALO ALTO BAYLANDS SAILING STATION

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 16, 2014 did adopt a budget for Fiscal Year 2015; and

B. Annually, the City Council appropriates funding for the City Facility Parking Lot Maintenance Project (PE-09003) to repair, resurface, or reconstruct parking lots and walkways at various City facilities including restriping and signage; and

C. Built in 1992, the Palo Alto Baylands Sailing Station ("Station") provides access to non-motorized canoes, kayaks, and other small boats that can be hand-launched. The Station was designated as a conditional stop on the San Francisco Bay Water Trail in 2013; and

D. The Station meets all the qualifications for a designated stop on the Water Trail (parking, restrooms, pathways, sailing station dock). Certain elements of the Station need accessibility improvements to meet Americans with Disabilities Act (ADA) requirements, and current accessibility standards.

E. The City of Palo Alto applied and was awarded a grant in the amount of \$40,000 from the Association of Bay Area Governments (ABAG) for upgrades that include: additional railings on the pier and ramps to the dock, changing the base of the pay telephone to remove wheelchair obstacles, installation of a compliant water fountain, removal of trip hazards on the pier, resurfacing of the dock, repairs to the dock edge, installation of a compliant hose bib (completed), improved compliant signage and paving access routes from parking to the pier.

F. The grant has a requirement for matching funds in the amount of \$40,000 from the City of Palo Alto and these funds will come from pairing the grant money with the existing City Facility Parking Lot Maintenance Capital Improvement Project (PE-09003) resulting in no new costs to the City.

SECTION 2. The estimate for Local Revenue is hereby increased by the sum of Forty Thousand (\$40,000) in the Capital Improvement Fund for the City Facility Parking Lot Maintenance Project (PE-09003).

SECTION 3. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 4. As specified in Section 2.28.080(a) of the Palo Alto Municipal Code, a two-thirds vote of the City Council is required to adopt this ordinance.

SECTION 5. The Council of the City of Palo Alto hereby finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

APPROVED:

Senior Assistant City Attorney

City Manager

Director of Administrative Services

Director of Public Works