

**Access to Trails & Open Space**  
**FY 2018 Standard Grant Guidelines**



**A Safe, Clean Water and Natural Flood Protection  
Special Tax Funded Program**



## 1. ABOUT SANTA CLARA VALLEY WATER DISTRICT

The Santa Clara Valley Water District (District) manages an integrated water resources system that includes the supply of clean, safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.9 million residents.

The District was created by an act of the California Legislature, and operates as a state of California Special District, with jurisdiction throughout Santa Clara County. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

## 2. ABOUT SAFE, CLEAN WATER PROGRAM

The Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water) is a 15-year strategy to ensure uninterrupted water resources services in Santa Clara County. In November 2012, county voters approved Safe, Clean Water ballot measure with an overwhelming majority of nearly 74%. The countywide special parcel tax sunsets on June 30, 2028. The grants program is being implemented to address key performance indicators associated with priorities identified in the Safe, Clean Water and Natural Flood Protection Program.

## 3. PURPOSE, ELIGIBILITY, FUNDING

### 3.1. Purpose

The purpose of the grant is to provide new access to trails and open space.

### 3.2. Funding

In this FY2017-18 grant cycle, a total of \$571,000 in grants is available.

- Minimum grant amount: \$25,000
- A project may be authorized for full or partial funding

### 3.3. Eligible Applicants

Applicants must be in Santa Clara County. Eligible entities could include:

- Local cities, towns, and county agencies
- Local non-profit organizations with a 501(c)(3) tax exempt status
- Local non-profits without a 501(c)(3), but can demonstrate that they are an affiliate of a non-profit organization that possesses a 501(c)(3) tax exempt status
- Open space districts
- Mutual water agencies/districts (public, not for profit)
- Resource conservation districts
- Schools, community colleges and universities (public, not for profit)

Eligible Applicants may seek grant funding for more than one project.

### 3.4. Ineligible Projects

The following projects will not be considered for funding:

- Projects located outside of Santa Clara County
- feasibility studies
- Master planning
- Mitigation projects
- Projects designed to meet regulatory or permit obligations (unless grant funding is for project activities above and beyond required activities)
- Operations and maintenance of existing mitigation or enhancement projects

- Land acquisition

## PUBLIC WORKSHOPS AND ASSISTANCE

### 4.1. Grant Workshops

The District will hold two public information workshops to provide overview of the grant, application guidelines and process, including a demonstration of the District’s recently implemented web-based grant administration system that all parties will be required to use to submit their applications. Participation is recommended but not mandatory.

**August 21, 2017, 1:00 – 3:00 p.m.**

Location: Administration Bldg  
5750 Almaden Expressway, Room B-108 Building  
San Jose, CA 95118

**August 28, 2017, 5:30 p.m. - 7:30 p.m.**

Location: Administration Bldg  
5750 Almaden Expressway, Room B-108 Building  
San Jose, CA 95118

**NOTE:** Please **RSVP to [grants@valleywater.org](mailto:grants@valleywater.org)** at least **3 days prior to the workshop** to ensure there will be adequate space for all. Please be sure to indicate: **“Safe, Clean Water Workshop RSVP” in the subject field of the RSVP email.**

Questions:

Sherilyn Tran, Grants Project Manager  
Ph: (408) 630-2772  
Email: [grants@valleywater.org](mailto:grants@valleywater.org)

## 4. KEY DATES AND DEADLINES

Activity	Schedule
Open application for online submission	August 4, 2017
Public workshops for interested grant seekers	August 21, 2017, 1:00 – 3:00 p.m. August 28, 2017, 5:30 p.m. - 7:30 p.m.
Deadline for online grant proposal submission	October 13, 2017
Review and evaluate grant proposals by a panel of District staff and external members	October 2017 December 2017
Present evaluated proposals and recommend grant awards to District Board of Directors for approval	February 2018
Send out notice of funding to new grantees	February/March 2018
CEO executes grant agreements	May-June 2018

Agreements must be signed and fully executed by June 30, 2018. Projects must be completed within five years following execution of the Agreement.

## 5. MINIMUM REQUIREMENTS AND EVALUATION CRITERIA

To be considered for funding, the following requirements must be met:

- 1) Project is consistent with [Safe, Clean Water Grant Program Priority D3](#) for New Access to Trails.
- 2) Project creates new public access where it did not previously exist.
- 3) Project includes a new creekside trail or a significant link to support the creekside trail

network.

- 4) Project does not inhibit District access.
- 5) Project will be completed within five years following execution of Agreement.
- 6) Project applicant has provided evidence to show ability and commitment to carry out project.
- 7) Project has at least 25% matching fund (of total project cost) prior to District funding.
- 8) Project applicant must have provided evidence to show public outreach/communication about project.

In addition, the proposed project will be evaluated based on its planning, cost benefits, community involvements and other co-benefits listed in **Attachment 1**.

When preparing the scope of work and planning the Project, applicants are encouraged to review [Guidance for Trail Design](#) contained in Guidelines and Standards for Land Use Near Streams, a list of constraints when working on trails project on or near District facilities, along with other best practices for trails design.

A minimum of 70 points (70%) must be obtained to be recommended for funding (see **Attachment 1** for evaluation criteria)

## 6. APPLICATION PREPARATION & SUBMISSION

### 6.1. Online Application

1. **Application submissions** - All grant applications must be submitted electronically through the web portal <https://scvwd.fluidreview.com/>
2. **Grant Applications deadline** – Online application and all supporting documentation must be submitted by **Monday, October 13, 2017, 11:59 p.m. (PST)**.
3. **Late Submittals** - The District will not accept grant applications after the grant due date/time. Further, the District will not be responsible for slow and/or delayed grant application submissions regardless of whether it is caused by, but not limited to, the World Wide Web, Internet Service Provider, third party system, or District security system or infrastructure.
4. **District Contact** - All questions shall be directed to the Grants Project Manager, Sherilyn Tran, via email at [grants@valleywater.org](mailto:grants@valleywater.org).

## 7. STANDARD PROVISIONS AND INSURANCE REQUIREMENTS

The following outlines key provisions in the District's standard grant agreement.

### 7.1. General Provisions

- a) Grant Agreement should be signed and fully executed the Grantee and the District **by June 30, 2018**.
- b) Grantee should complete funded Project and submit final documentation within the Project Performance Period and before the expiration of the Grant.
- c) Grantee may submit reimbursements for work within the Project Performance Period, beginning upon execution of Grant Agreement by both Parties and no later than end of the expiration of the Agreement.
- d) All grant funds not expended by Grant shall revert to the Safe, Clean Water and Natural

Flood Protection Program reserve fund and be available for reallocation by District to other projects as deemed appropriate.

- e) Grantee must own the land or hold a lease or other long-term interest in the land that is the subject of the Project. Exceptions to the rule include projects proposing use of District owned land, such as use of a maintenance road for a multiple-use trail; in which case a Joint Use Agreement would be required prior to construction and opening to public access.
- f) Maintain and operate the property funded pursuant to the Grant Agreement for a period that is commensurate with the type of Project and the proportion of funds or property allocated to the capital costs of the Project. A lease or other short-term agreement cannot be revocable at will by the leaser.
- g) Grant funds are not available for expenditure until they are authorized by the District Board of Directors and appropriated via a contract (i.e., Grant Agreement) that has been executed between District and Grantee. Pre-award expenditures are not covered.
- h) Matching funds may include cash and/or in-kind services, however shall not include District resources.
- i) Grantee may spend up to 20% of the Project Funding Amount for non- construction costs, including project administration, CEQA compliance, permits, plans, specifications and design.
- j) Overhead costs shall be limited to 10% of labor costs.
- k) Benefit rates shall be limited to 20% of labor rates.
- l) Insurance shall be required to be provided by Grantee, at the expense of the Grantee as outlined in the Grant agreement
- m) Prior to commencement of construction, the Grantee must complete the CEQA process and provide documentation (where applicable). The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
- n) Grantee shall comply with all applicable laws and regulations affecting development projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
- o) Where Project proponents are posting funder's signs upon Project completion, the District's contribution shall be acknowledged.

#### 7.2. Insurance Requirements (see **Appendix H**)

Grantee shall adhere to the insurance requirements detailed in **Appendix H**.

Final insurance requirements will be issued on a case-by-case basis for each Project. Details will be included as a part of Grant Agreement.

### 8. GRANT PROCES

1. District releases grant request for grant **applications in August 4, 2017**.
2. Applicants submit grant applications by the application deadline of **October 13, 2017**.
3. District evaluates all grant applications based on Eligibility and Evaluation Criteria using a review team of District staff and external members.

4. The review team recommendations are presented to the District Board of Directors, who approves funding for appropriate projects.
5. Following the Board approval of the grant awards, District will inform the Applicants of grant awards and will begin contract negotiations for execution of Grant Agreement. The District and Applicant/Grantee complete execution of the Grant Agreement latest no later than June 30, 2018.
6. Grantee commences work on the Project and submits invoices upon completion of tasks for reimbursement. Final 10% (ten percent) of reimbursement is held as retention until project completion.
7. Grantee completes the Project.
8. Grantee presents completed project to District Board.
9. Grantee submits the final invoice, including Notice of Completion.
10. District makes a final on-site project inspection.
11. District processes the final payment.
12. District may perform an audit of the completed Project.

## **9. GRANT ADMINISTRATION POST AWARD PROVISIONS**

### **9.1. Changes to Project Scope and Schedule**

District will not approve changes in the Project Scope and Project Schedule unless the revision supports the original Application. Revisions to the Project scope/description and schedule following execution of a Grant Agreement requires a written amendment executed by both parties. Requests for amendment must be received a minimum of 60 days prior to expiration of an executed agreement. Changes do not allow for an increase in grant funds awarded.

Should additional funds be required, the Grantee may re-apply for such funds in future funding cycles.

### **9.2. Project Withdrawals**

Grantee may withdraw a Project with notification to District in writing. Any paid invoices will be required to be repaid to District within 45 days of withdrawal notification.

### **9.3. Payment Process**

Safe, Clean Water is operated on a reimbursement basis. Up to 90% may be requested for reimbursement, with the final payment (10%) coinciding with completion of the Project. Grantee may invoice the District one time a month.

### **9.4. Payment Request Forms**

Requests for payment are submitted on Payment Request Form (**APPENDIX F**), along with Project invoice (**APPENDIX E**) and Project Status Report Form (**APPENDIX G**). Any request for reimbursement must be accompanied by documentation to support charges (i.e., subcontractor invoices, receipts, etc.), and proof of accomplishments for those tasks being charged against.

### **9.5. Loss of Funding**

The following actions may result in a Grantee's loss of funding:

- a) Grantee and District fail to enter into a Grant Agreement by June 30, 2018
- b) Grantee fails to complete the Project and/or fails to submit all documentation within the

grant timeframe specified under Agreement Term of the Grant Agreement.

- c) Grantee fails to utilize the funds for the purposes designated in the Grant Agreement
- d) Grantee submitted misleading or inaccurate information in the application leading to a project that is not feasible.

#### 9.6. Site Visits

Grantee shall permit periodic on-site visits by District staff, including a final inspection of the Project facilities, to evaluate consistency with the approved Project Scope.

#### 9.7. Public Access

Grantee shall provide for public access to the Project lands and/or facilities as deemed appropriate and described in the Project Scope, in accordance with the intent of the Safe, Clean Water.

#### 9.8. Project Completion

Upon project completion, Grantee submits the final payment request, final Project costs, and certification that Project is complete (i.e., Notice of Completion).

#### 9.9. District Board of Directors Involvement

Thirty (30) days prior to any event and/or ceremony related to projects which have received grant funding from the District, Grantee shall provide the District Board Directors an opportunity to designate a person to speak at such event and/or ceremony. Events shall include, but are not limited to, groundbreaking ceremonies, project opening ceremonies, and any other event where similar public officials with an interest in the Project receive an invite. Grantees shall also present their completed Project to the Board via a short oral or written presentation.

#### 9.10. Audit Provisions

##### 1. Audit Purpose:

Projects are subject to audit by District for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of Grantee as they relate to the Project for which the funds were granted. Grantee shall have the Project records, including the source documents and cancelled warrants, readily available to an auditor. Grantee shall also provide a representative having knowledge of the Project to assist the auditor. Grantee shall provide a copy of any document, paper, record, or the like requested by District.

##### 2. Accounting Requirements

Grantee shall maintain an accounting system that does the following:

- i. Accurately reflects fiscal transactions, with the necessary controls and safeguards
- ii. Provides good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.)
- iii. Provides accounting data so the total cost of each individual Project can be readily determined

##### 3. Records Retention

In addition to the three-year retention of Project records, all Project records must be retained by Grantee for at least one year following the audit.

## ATTACHMENT 1

### MINIMUM REQUIREMENTS QUALIFICATIONS & EVALUATION CRITERIA

MINIMUM REQUIREMENTS	
<b>1.</b>	<p>All checklist items complete by application due date:</p> <ul style="list-style-type: none"> <li>• Online proposal</li> <li>• Project Scope (see Appendix A)</li> <li>• Schedule (see Appendix B)</li> <li>• Budget (see Appendix C)</li> <li>• Resolution (see Appendix D)</li> </ul>
<b>2.</b>	<p>Identifies as one of the following entities:</p> <ul style="list-style-type: none"> <li>• Local cities, towns, and county agencies</li> <li>• Local non-profit organizations with a 501(c)(3) tax exempt status</li> <li>• Local non-profits without a 501(c)(3), but can demonstrate that they are an affiliate of a non-profit organization that possesses a 501(c)(3) tax exempt status</li> <li>• Open space districts</li> <li>• Mutual water agencies/districts (public, not for profit)</li> <li>• Resource conservation districts</li> <li>• Schools, community colleges and universities (public, not for profit)</li> </ul>
<b>3.</b>	Project is in Santa Clara County
<b>4.</b>	Project is consistent with Safe, Clean Water Grant Program Priority D3 for New Access to Trails
<b>5.</b>	Project creates new public access where it did not previously exist.
<b>6.</b>	Project includes a new creekside trail or a significant link to support the creekside trail network.
<b>7.</b>	Project does not inhibit District access.
<b>8.</b>	Project will be completed, following execution of Agreement, within five years.
<b>9.</b>	Project is consistent with District Act and Mission.
<b>10.</b>	Project can meet a minimum 25% matching fund (of total project cost) prior to District funding.
<b>11.</b>	Project applicant has provided evidence to show public outreach/communication about project.

## ATTACHMENT 1

### MINIMUM REQUIREMENTS QUALIFICATIONS & EVALUATION CRITERIA

PROJECT EVALUATION CRITERIA					
Criteria #	Criteria	Low (0-3)	High (8-10)	Weight	Max Score
1	Applicant's readiness to begin the project.	Project plan ready for implementation within 5 years.	Project plan currently ready for implementation.	0.8	8
2	Status of CEQA process and obtaining of necessary permits.	Project timeline indicates CEQA process and/or other permitting has yet to be initiated	Project timeline indicates CEQA and other necessary permits have been obtained and project completion expected within the next 2 years	0.4	4
3	Project minimizes impacts to the environment.	Project does not include measures to avoid and/or minimize negative impacts to the environment.	Project specifically designed with measures to avoid negative impacts to the environment, or has no negative impacts.	0.4	4
4	Applicant has a plan to maintain the project.	Maintenance plan for project not complete.	Maintenance plan for project is complete, long-term and specific.	0.4	4
5	Project supports additional benefits consistent with District's mission.	Project supports recreation only.	Project supports 2 or more objectives consistent with District mission other than recreation or the preservation of open space.	0.4	4
6	Project incorporates environmental restoration/enhancement activities and/or protects open space adjacent to trail.	Project does not incorporate restoration/enhancement activities or protect open space in the project description.	Project incorporates significant restoration/enhancement activities or protects open space in the project description.	0.8	8
7	Cost to the District as a percentage of the total estimated project cost.	Project provides at least 25% matching fund (i.e., more District funding required).	Project provides >50% matching fund (i.e., less District funding required).	0.8	8
8	Miles of new trail/open space to be created for the amount of funding requested.	Project includes public access to <1 mile of new trail.	Project includes public access to >2 miles of new trail.	0.8	8
9	Project demonstrates its contribution to underserved communities, including the deficiency of similar recreational opportunities in the project area.	Project does not demonstrate benefit to an underserved area and/or fulfill a deficiency in recreational opportunities in its vicinity.	Project demonstrates benefits to an underserved area and/or fulfills a deficiency in similar recreational opportunities in its vicinity.	0.8	8
10	Distribution of trail grant funds per entity and geographic area.	Project received prior trail grant funds from District.	Entity (and geographic area) has not received prior trail grant funding from District.	0.8	8
11	Demonstrates available access (public transportation, persons with disabilities, bicycle lanes, staging areas, access to public restrooms and public parking, etc.) and improves access to public areas.	Project does not demonstrate access to the project site and/or does not improve access to public areas	Project demonstrates access to the project site and offers public access where it is otherwise poor and limited.	0.8	8
12	Demonstrate connectivity to the project site by connections between existing trails, parks and open space or by being a part of a trail network.	Project is a standalone trail with no connections to existing trails, parks or open space.	Project includes a connection between existing trails, parks, and/or open space; and is part of a trail network.	0.8	8
13	Project demonstrates safe passage for public access to trails and open space, including street and bridge crossings.	Project does not demonstrate how public safety is taken into consideration.	Project demonstrates safe public access by recognizing and mitigating high traffic areas, tight corridors, publicly less visible areas, and areas of disrepair.	0.4	4
14	Project receives community support and demonstrates an understanding of the community served.	Project shows no support by the community (i.e. local officials, environmental groups, community groups).	Project enjoys community support from local officials and a broad range of community interests.	0.8	8

## ATTACHMENT 1

### MINIMUM REQUIREMENTS QUALIFICATIONS & EVALUATION CRITERIA

15	Project includes educational opportunities/ outreach (i.e. planting seedlings, adopt-a-trail, educational plaques, cleanup, partnerships with schools and educational programs).	Project does not include an element of educational opportunity/ outreach.	Project includes a partnership with a school or the incorporation of an adopt-a-trail or other educational program.	0.4	4
16	Project offers multiple points of interest (historic, cultural, geographic, educational, or scenic) to the public.	Project acts singly as a means of recreation or transportation.	Project acts as a means of recreation AND transportation and incorporates at least one additional point of public interest.	0.4	4

## APPENDIX A – PROJECT SCOPE

The District's 2018 Safe, Clean Water Grant Program for **Priority D3 Access to Trails and Open Space** is based on a reimbursement model, and will require a detailed Project Scope that includes a general description, response to evaluation criteria and tasks and subtasks for measuring and auditing progress and the subsequent allocation of funds to Grantee. The description and possible attachments should include, but is not limited to, the following:

1. **Site location**
  - a) Location map and site plan (City, Watershed, Adjacent water bodies and creeks)
  - b) Specific location of Project (cross street to cross street is generally an easily identifiable Project reach) with Project access described
  - c) Photos of Project site (optional)
2. **Project tasks, including deliverables and milestones**
  - a) Tasks and Deliverables should directly link to project benefits
  - b) Tasks and subtasks should be identified for the Project Scope in such a way that the District may monitor Grantee progress on the approved project. The detail in which this is done is at Grantee discretion
  - c) Separate tasks and subtasks shall include cost estimates and shall be the basis for reimbursement in invoicing
3. **Measurable outcomes or project benefits**
  - a) Proposed improvements e.g., tons of trash to be removed, outreach materials to be produced, hosting public meeting/events, number of participants/volunteers to be engaged, survey results etc. Measurable outcomes should link to tasks and deliverables.
  - b) Estimated duration for project completion
4. **Existing Agreements**

Please provide list of agreements (including project name, project location, brief description, funding program, year, amount, % of completion, and funding expiration date) with the District, how this project relates to these existing agreements (if applicable).
5. **Project Team**
  - a) Identify key members of the team with working titles at a minimum
  - b) Describe the roles and responsibilities of the team proposed for the Project team
6. **Project operation and maintenance**
7. **Plans for Project monitoring or change management (where applicable)**
8. **Other information as appropriate**
9. **Evaluation Criteria**

Grant Program's Minimum Grant Requirements and Project Evaluation Criteria (Attachment 1) are the primary means for evaluating a project proposal. Thus, a clear concise response to each of the criteria will aid the Applicant in presenting a satisfactory proposal to the District for consideration of funding. Instructions for responding to minimum grant requirements and evaluation criteria are included as attachment.

## **APPENDIX B – PROJECT SCHEDULE**

Project Schedule shall include the following:

1. List of tasks consistent with Project Scope
2. Project start date
3. Project end date (within five years following execution of Agreement)
4. Start and end dates for each task
5. Major milestone (i.e. deliverables based on tasks)
6. Chart depiction of schedule



APPENDIX D – SAMPLE RESOLUTION

Resolution No: \_\_\_\_\_

RESOLUTION OF THE \_\_\_\_\_  
(Title of Grantee’s Governing Body)

**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS UNDER THE SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM OF 2012**

WHEREAS, the Santa Clara Valley Water District has enacted the **2018** Safe Clean Water Priority D3 Grant Program, which provides funds for cleanup, education, outreach and watershed stewardship activities;

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

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

WHEREAS, Applicant will enter into a Grant Agreement with the Santa Clara Valley Water District;

NOW, THEREFORE, BE IT RESOLVED that the (Grantee’s Governing Body) hereby:

1. Approves the submission of an Application for grant funds from Priority B7 of the Safe, Clean Water and Natural Flood Protection Program
2. Approves the acceptance of grant funds from Priority D3 of the Safe, Clean Water and Natural Flood Protection Program, upon approval of grant funding for the Project by appropriate authorities;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s);
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions, Financial Provisions and Insurance Requirements contained in the Agreement; and
5. Appoints the (designated position) \_\_\_\_\_ as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by (Applicants Governing Body) following a roll call vote:

AYES  
NOES  
ABSENT

\_\_\_\_\_  
(Clerk)





**APPENDIX G – STATUS REQUEST**

Grantee: \_\_\_\_\_ Agreement No. \_\_\_\_\_ Invoice No. \_\_\_\_\_

Funding Program: \_\_\_\_\_

Project Name: \_\_\_\_\_

TASKS	NUMERICAL TARGET IF IDENTIFIED	STATUS (ON TARGET, MODIFICATION NEEDED OR COMPLETED)			COMMENTS (IDENTIFY COMPLETED TASKS AND EXPLAIN VARIATIONS)
		Scope	Schedule	Budget	
Task 1					
Task 2					
Task 3					
Task 4					
Task 5					
-					
Overall Project					
Issues or Concerns/Proposed Resolution					
Other items					

## APPENDIX H – INSURANCE (GRANTEE)

### Safe, Clean Water and Natural Flood Protection Program

Please refer to the insurance requirements listed below.

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

Grantee must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Grantee's insurance agent(s) and/or broker(s), who have been instructed by Grantee to procure the insurance coverage required herein. All Certificates of Insurance complete with copies of all required endorsements must be sent to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.**

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

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

#### Required Coverages

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

**\$1,000,000** per occurrence / **\$1,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

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

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

**\$1,000,000** combined single limit for bodily injury and property damage per occurrence, covering all

## APPENDIX H – INSURANCE (GRANTEE)

owned, non-owned and hired vehicles.

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

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

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

#### General Requirements

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

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

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)

2. **Primacy Clause:** Grantee's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days' notice of cancellation, (10 days' notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Grantee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **SubGrantees:** Should any of the work under this Agreement be sublet, the Grantee must require each of its subGrantees of any tier to carry the aforementioned coverages, or Grantees may insure subGrantees under its own policies.

## APPENDIX H – INSURANCE (GRANTEE)

7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Grantee for the benefit of the District must not be deemed to release or limit any liability of Grantee. Damages recoverable by the District for any liability of Grantee must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Grantee agrees on to waive subrogation against the District to the extent any loss suffered by Grantee is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Grantee agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Grantee in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

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

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

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

## APPENDIX I - DEFINITIONS

### Safe, Clean Water and Natural Flood Protection Program

*The terms used in this Procedural Guide shall have the following meanings, unless otherwise stated:*

**Agreement:** A contract between the District and the Applicant specifying the payment of funds by the District's Clean, Safe Creeks and Natural Flood Protection Special Tax for the performance of the Project Scope within the Project Period by the Grantee.

**Interested Party:** An agency or organization requesting funding through this Grant Program.

**Application:** The individual Grant Application Cover Sheet and its supporting documentation to this Grant Program. 2017 Safe, Clean Water and Natural Flood Protection Program for Priority D3 – (*ACCESS TO TRAILS AND OPEN SPACE*)

**CEQA:** The California Environmental Quality Act, *Public Resources Code*, Section 21000 et. seq.; Title 14, *California Code of Regulations* Section 15000 et. Seq.

**Construction Costs:** Expenses directly resulting from new construction of physical works. Maintenance work where existing facilities are replaced in kind is not considered construction.

**Development:** Means improvements to real property by construction of new facilities or additions to existing facilities.

**Direct Costs:** Project expenses attributable only to the Project itself such as construction costs.

**District:** Santa Clara Valley Water District

**Environmental Enhancement:** Action taken by the District that benefits the environment, is NOT mitigation, and is undertaken voluntarily. Enhancement actions may include environmental restoration, rehabilitation, preservation, or creation. In instances where enhancements are in the same vicinity as a mitigation project, actions must exceed required compliance to compensate for environmental impacts to be considered environmental enhancements.

**Grantee:** an agency or organization receiving funding from this Program, as determined appropriate by the District Board of Directors.

**2018 SCW Grant Program:** Safe, Clean Water and Natural Flood Protection, **Priority D3** Grant Application.

**Indirect Costs:** Expenses that are not attributable to a project itself but are an overhead or support cost including non-project-related personnel and administrative expenses.

**Mitigation:** Action taken by the district to fulfill CEQA/NEPA, permit requirements and court mandated mitigation to avoid, minimize, rectify, or reduce adverse environmental impacts, or compensate for the impact(s) by replacing or providing substitute resources or environments.

**Non-construction Costs:** Project-related expenses that do not result in a Capital Improvement but are considered necessary to achieve the Project Scope, e.g., permit application fees, signage, or public outreach.

**Preservation:** Action taken by the District to protect an ecosystem or habitat area by removing a

## APPENDIX I - DEFINITIONS

threat to that ecosystem or habitat, including regulatory actions and the purchase of land and easements.

**Project:** The planned activity, or development to be accomplished with District grant funds. If the activity is part of a larger effort, clear delineation must be shown for the scope, schedule, and budget of what the District is funding.

**Project Period:** The term of the Project Agreement and the timeframe for Project completion.

**Project Scope:** The description of activities to be accomplished to fulfill the Project Agreement.

**Safe, Clean Water:** Safe, Clean Water and Natural Flood Protection Program

**Stewardship:** Stewardship means to entrust the careful and responsible management of the environment and natural resources to one's care for the benefit of the greater community.

