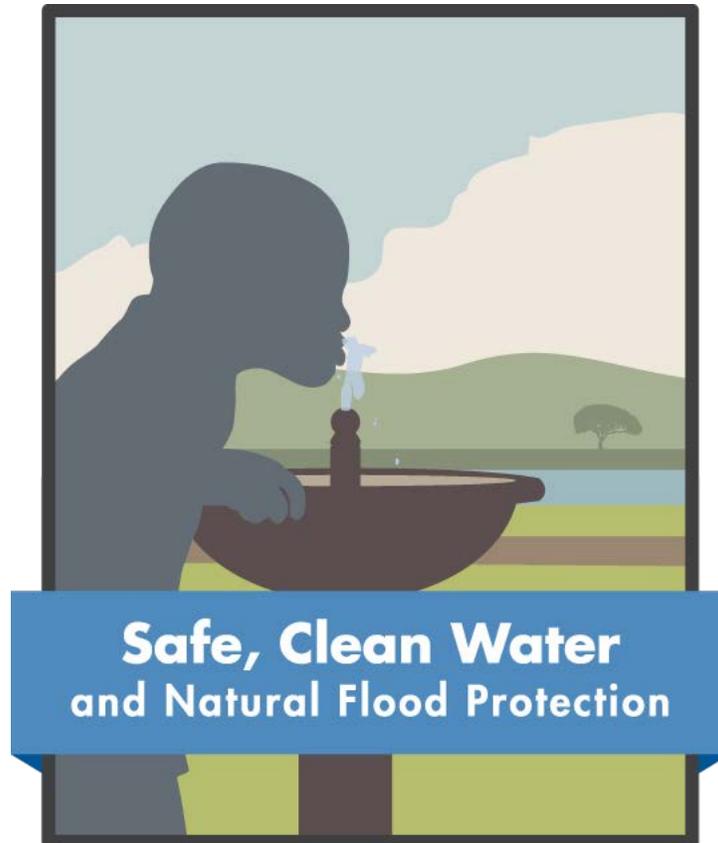


**WATER CONSERVATION RESEARCH GRANT PROGRAM (A2)
FY2019–2020 STANDARD GRANT GUIDELINES**



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



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1. ABOUT SANTA CLARA VALLEY WATER DISTRICT

The Santa Clara Valley Water District (Valley Water) 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.

Valley Water was created by an act of the California Legislature, and operates as a state of California Special District, with jurisdiction throughout Santa Clara County. Valley Water’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 the Safe, Clean Water ballot measure with an overwhelming majority of nearly 74 percent. 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, FUNDING, ELIGIBILITY

3.1. Purpose

The *Water Conservation Research Grant Program* (Priority A2) are for programs to study and test new water conservation activities. This program encourages applicants to undertake research projects of new and innovative water conservation programs and technologies. The primary goal is to identify water savings devices and strategies that can assist Valley Water with its water conservation efforts.

3.2. Funding

In this FY2019–2020 grant cycle, a total of \$100,000 in grants will be available.

- Funding limit for each project: between \$5,000–\$50,000
- A project may be authorized for full or partial funding of the requested amount
- Length of funding: all projects must be completed within three years following the execution of the agreement

Not all projects that meet minimum points can be funded and a project may be authorized for full or partial requested funding.

Awards will be provided on a reimbursement basis. The final 10 percent of the reimbursable amount will be retained until project completion.

3.3. Eligible Applicants

Eligible entities could include:

- Public agencies and non-profits with 501(c)(3) status
- Organizations that have fiscal sponsorship from an existing non-profit with 501(c)(3) status
- For-profit organizations
- Schools, community colleges, and public and private colleges/universities

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

3.4. Project Benefits

Proposed projects under Priority A2 must provide one of the following benefits:

- Help identify potential water reduction technologies and methods
- Research studies that determine potential cost-effectiveness of water conservation related projects

3.5. Ineligible Projects

The following projects will not be considered for funding:

- Projects located outside of Santa Clara County
- Master planning
- Mitigation projects
- Projects designed to meet regulatory or permit obligations (unless proposed work is for project activities above and beyond required activities)

The funding amount is subject to change. Funds may not be used for:

- Pre-award costs
- Proprietary work of which the results cannot be released to the public

3.6. CEQA Compliance

Implementation projects must have CEQA completed prior to the awarding of any funds (when applicable). If CEQA is not complete, upon execution of the grant agreement, grantee may work on and invoice Valley Water for eligible costs related to planning and design. **PLEASE NOTE:** Up to 20 percent of the total award amount may be used for planning and design purposes, and the remaining 80 percent must be spent on implementation.

4. PRE-PROPOSAL WORKSHOPS

4.1. Pre-Proposal Workshops

Valley Water will hold two pre-proposal workshops to provide an overview of the grant, application guidelines and process, including a demonstration of Valley Water's recently implemented web-based grant management system (Fluxx) that all parties will be required to use to submit their applications. Participation is recommended but not mandatory.

September 10, 2019, 10:30–11:30 a.m.
Location: Headquarters Building, Room A-143
5700 Almaden Expressway
San Jose, CA 95118

September 18, 2019, 6–7:00 p.m.
Location: Administration Building, Room B-108
5750 Almaden Expressway
San Jose, CA 95118

NOTE: Please RSVP to 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 Grants Workshop RSVP" in the subject field of the RSVP e-mail.

Questions:
Kristen Yasukawa, Supervising Program Administrator
Phone: (408) 630-2876
E-mail: grants@valleywater.org

5. KEY APPLICATION DATES AND DEADLINES

Activity	Tentative Schedule
Release the Request for Proposal (RFP)	August 30, 2019
Preproposal Workshops	September 10, 2019 at 10:30 a.m. September 18, 2019 at 6 p.m.
Deadline for online grant proposal submission	November 1, 2019 at 11:59 p.m.
Review and evaluate grant proposals by a panel of Valley Water staff and external members	November 2019–December 2019
Present evaluated proposals and recommend grant awards to Valley Water Board of Directors for approval	January 2020–February 2020
Send out notice of funding to new grantees	March 2020
CEO executes grant/partnership agreements	June 30, 2020

NOTE: The above dates are subject to change.

6. APPLICATION PREPARATION & SUBMISSION

6.1. Online Application (See Attachment 2 for instructions)

- a. **Application Submissions**—All grant applications must be submitted electronically through the web portal valleywater.fluxx.io.
- b. **Grant Applications Deadline**—Online application and all supporting documentation must be submitted by **Friday, November 1, 2019, 11:59 p.m. (PST)**.
- c. **Late Submittals**—Valley Water will not accept grant applications after the grant due date/time. Further, Valley Water 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 Valley Water security system or infrastructure.
- d. **Valley Water Contact**—All questions shall be directed to the Supervising Program Administrator, Kristen Yasukawa, via e-mail at grants@valleywater.org.

7. STANDARD PROVISIONS AND INSURANCE REQUIREMENTS

The following outlines key provisions in Valley Water's standard grant agreement.

7.1. General Provisions

- a. Grant Agreement should be signed and fully executed between the Grantee and Valley Water by **June 30, 2020**.
- b. Grantee should complete funded Project and submit final documentation within the Project Performance Period and before the expiration of the Grant Agreement.
- 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 Grantee shall revert to the Safe, Clean Water and Natural Flood Protection Program reserve fund and be available for reallocation by Valley Water 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 Valley Water 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 Valley Water Board of Directors and appropriated via a contract (i.e., Grant Agreement) that has been executed between Valley Water and Grantee. Pre-award expenditures are not covered. **NOTE:** Grantees are advised not to commence Project until Grant Agreement has been fully executed by both parties. Expenditures incurred outside of the term of the Grant Agreement will not be eligible for reimbursement.
 - h. Matching funds may include cash and/or in-kind services, however shall not include Valley Water resources.
 - i. Grantee may spend up to 20 percent of the Project Funding Amount for non-construction costs, including project administration, CEQA compliance, permits, plans, specifications, and design.
 - j. Benefit rates shall be limited to 20 percent of labor rates.
 - k. Overhead costs shall be limited to 10 percent of labor costs.
 - 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 construction and/or billing for eligible construction related costs, the Grantee must have completed the CEQA process and provide documentation (where applicable). The required documentation must include one of the following:
 - Notice of Exemption
 - Negative Declaration
 - Environmental Impact Report
- If a Negative Declaration was adopted or an Environmental Impact Report was certified for the proposed project, a Notice of Determination along with the filing receipt must be provided.
- n. Prior to beginning implementation of a grant project, the grantee is responsible for procuring any permits associated with said project. Grantee must also provide documentation of permits to Valley Water staff.
 - o. Grantee shall comply with all federal, state, and local laws and regulations, and Valley Water policies, rules and regulations, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
 - p. Where Project proponents are posting funder's signs upon Project completion, Valley Water's contribution shall be acknowledged.

7.2. Insurance Requirements (see Attachment 4)

Grantee shall adhere to the insurance requirements detailed in **Attachment 4**.

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

8. GRANT PROCESS

- a. Valley Water releases online application for grant proposals on **Friday, August 30, 2019**.
- b. Applicants submit grant proposals online by **Friday, November 1, 2019, at 11:59 p.m.**
- c. Valley Water evaluates all grant applications based on Eligibility and Evaluation Criteria (see Attachment 1) using a review team of Valley Water staff and external members.
- d. Valley Water Grants Program staff will make funding recommendations to the Valley Water Board of Directors based on the review team's scores. The Board will have the final approval on grant funding at a public Board meeting.
- e. Following Board approval of the grant awards, Valley Water will inform the Applicants of grant awards and will begin contract negotiations for execution of the Grant Agreement. Valley Water and Applicant/Grantee complete execution of the Grant Agreement no later than **June 30, 2020**.
- f. Grantee commences work on the Project and submits invoices upon completion of tasks for reimbursement. Final 10 percent of reimbursement is held as retention until project completion.
- g. Grantee completes the Project.
- h. Grantee presents completed project to Valley Water Board.
- i. Grantee submits the final invoice, including Notice of Completion.
- j. Valley Water makes a final on-site project inspection.
- k. Valley Water processes the final payment.
- l. Valley Water may perform an audit of the completed Project.

9. GRANT ADMINISTRATION POST AWARD PROVISIONS

9.1 Changes to Project Scope and Schedule

Valley Water 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 amendments 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 Valley Water in writing. Any paid invoices will be required to be repaid to Valley Water within 45 days of withdrawal notification.

9.3 Payment Process

Safe, Clean Water is operated on a reimbursement basis. Up to 90 percent may be requested for reimbursement, with the final payment (10 percent) coinciding with completion of the Project.

Grantee may invoice Valley Water as often as once a month.

9.4 Payment Request Forms

All Payment Request Forms are available through Valley Water's Fluxx Grants Management System (valleywater.fluxx.io). Requests for payment are submitted on the Payment Request Form, along with the Project Status Report Form, and the Project Invoice Form using Fluxx. 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 Valley Water fail to enter into a Grant Agreement by June 30, 2020.
- 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 submits 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 Valley Water 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 Safe, Clean Water.

9.8 Project Completion

Projects must be completed within three years following the execution of the Agreement. Upon project completion, Grantee submits the final payment request, final Project costs, and certification that Project is complete (i.e., Notice of Completion). The Grantee will also provide a presentation to Valley Water Board of Directors and a final project factsheet to be posted on Valley Water's website.

9.9 Valley Water Board of Directors Involvement

Thirty days prior to any event and/or ceremony related to projects which have received grant funding from Valley Water, Grantee shall provide Valley Water 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

a. *Audit Purpose*

Projects are subject to audit by Valley Water 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 Valley Water.

b. *Financial Statements*

Non-profits should provide the IRS Form 990 or internally-prepared financial statements (preferably audited) for the previous two years. Schools, school districts and public agencies should provide the annual budget for the previous two years.

c. *Accounting Requirements*

Grantee shall maintain an accounting system that does the following:

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

d. *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.

e. *Pre- and Post-Surveys*

Any projects with a community outreach and/or an educational component will be required to submit pre- and post-surveys accounting for knowledge gained by program participants and demographic information including age, ethnicity, education level, and household income.

f. *Project Extension Limits*

Awarded projects are only allowed three (3) extensions to their corresponding agreement. Any additional extensions will **NOT** be considered.

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ATTACHMENT 1

Minimum Requirements Qualifications & Evaluation Criteria

MINIMUM REQUIREMENTS	
1.	<p>All checklist items complete in Fluxx by application due date:</p> <ul style="list-style-type: none"> • Online Proposal • Project Scope • Project Budget • Resolution • 501(c)(3) Determination Letter • W-9 Form • Form 990 • Audited Financial Statements • Organizational Budget • Resumes of Key Staff
2.	<p>Identifies as one of the following entities:</p> <ul style="list-style-type: none"> • Public agencies and non-profits with 501(c)(3) status • Organizations that have fiscal sponsorship from an existing non-profit with 501(c)(3) status • Schools, community colleges, and public and private colleges/universities (not for profit) • For-profit organizations
3.	Project must physically be located in Santa Clara County.
4.	Identifies the rationale for the project as discretionary and not required per other applicant obligations. The proposed project does not fill regulatory or permit obligations, or if the project includes required activities, that grant funding will only be used for work being done in addition to required activities.
5.	Demonstrate tentative concurrence by project partners, including Valley Water, where a project is proposed.
6.	Consistent with Santa Clara Valley Water District Act and Mission . All projects must support or enhance flood protection or water supply per Santa Clara Valley Water District Act .
7.	Eighty percent or greater of project grant request must be focused on implementation with a tangible result.
8.	Identifies appropriate maintenance and monitoring for proposed project.
9.	Project includes a minimum 25% match fund (25% of total project cost) prior to Valley Water funding.
10.	Project will be completed within three years following the execution of the Agreement.

A2 WATER CONSERVATION REVIEW FORM

Criteria	Criteria Name	Max Points	Evaluator's Score
1	<p>Water savings and research plan</p> <ul style="list-style-type: none"> • Up to 10 points: a description of the potential water savings expressed as gallons per day or acre feet per year(see template on following page, which is also included in Fluxx). Include any other potential savings (e.g. energy, environmental, etc.); and • Up to 15 points: a scientifically strong research plan that includes the following components: review of past literature (are there existing studies or reports that support the savings estimates?); clearly defined objective and hypothesis; identification of target audience; clear and logical research design (i.e. will you have a control group?); a description of your data collection methods (i.e. will it be metered or will submeters be needed?); and a description of the analysis that will be used. 	10 15	
2	<p>Water Conservation Research Project innovation or new features</p> <p>Response should, at a minimum, answer the following questions: How is the proposed project and/or technology better and/or different than what currently exists? What new markets will it open and how will they be affected? What is the lifespan of the new technology and how reliable is it?</p>	25	
3	<p>Cost effectiveness</p> <p>Goal is to fund projects that provide the largest water savings per dollar awarded. Describe your project's potential water savings (Criteria 1) in the context of funds requested and total project costs. If applicable, include cost per gallon saved.</p>	20	
4	<p>Market impact potential</p> <p>Response should, at a minimum, answer the following questions: What audience or demographic will benefit from your project? What is the potential market size or impact size for your project?</p>	15	
5	<p>Water Conservation Research Project preparedness</p> <p>Please provide a description of your experience or skills that will allow you to complete the proposed project. Also, describe how thoroughly the project will be planned including any preparatory work and understanding of potential obstacles and strategies to overcome them.</p>	15	
TOTAL POINTS		100	
BONUS CRITERIA			
6	<p>Financial Stability</p> <p>More than half of the applicant's required matching funds come from a monetary source (not in-kind). Applicant shows strong financial ability to carry-out the project.</p>	5	
7	<p>Diverse Applicant Pool</p> <p>The applicant has never received a prior Valley Water Safe, Clean Water Program grant (excluding the mini-grant).</p>	5	
8	<p>Environmental Justice</p> <p>Proposed project scope of work includes serving/impacting a Disadvantaged Community (as defined by California's Environmental Protection Agency).</p>	5	
TOTAL BONUS POINTS		15	

POTENTIAL WATER SAVINGS AND COST EFFECTIVENESS

		Amount	Basis of Savings and Costs
A.	Gallons saved per year (1)		<input type="checkbox"/> Device <input type="checkbox"/> Site <input type="checkbox"/> Installation <input type="checkbox"/> Other (please explain)
B.	Cost (2)		
C.	Cost Effectiveness = B/A		

- (1) Explain water savings assumption based on Criteria 1—Water savings and research plan in Attachment 1 (Evaluation Criteria)
- (2) Explain cost assumption based on Criteria 3—Cost effectiveness in Attachment 1 (Evaluation Criteria)

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ATTACHMENT 2

Fluxx Grants Management System

During FY19, Valley Water began implementing its new Fluxx Grants Management System, with the launch to coincide with the release of the FY20 grant cycle. **NOTE:** Moving forward, all future grant applications, reports and invoices will be submitted through Fluxx. E-mailed submissions of those items will not be accepted.

WHY FLUXX?

- Streamline the Application, Invoicing and Reporting process for current grantees and prospective applicants
- Greater transparency and ability for applicants and grantees to track both their applications and reports/invoices through the approval process
- Ability for applicants to pull historical info on their respective organizations, including past grant applications

HOW TO REGISTER (for Prospective Grantees)

If your organization has never received a grant from Valley Water, you will have to register as a first-time user in Valley Water's Fluxx Grants Management System. To do so, please follow the subsequent steps:

- Please note that the information for organizations that have existing active grant projects will be automatically migrated into the Fluxx system. Thus, these organizations will not need to create a new account, and the Valley Water Grants staff will provide them with login credentials via e-mail.
 1. Go to the Landing Page using the following link: valleywater.fluxx.io.
 2. Click the "Create an Account Now" button on the right side of the Landing Page.
 3. Fill out the Eligibility Questionnaire and click the submit button when you are finished. If you do not pass the Eligibility Questionnaire, you will not be able to register for an account or apply for a grant.
 4. Fill out the Organization Information and Primary Contact Information on the following page. When you are finished, click the Submit Request button at the bottom.
 5. Your registration request will be sent to our team, and confirmation of its submission will be sent to you via the e-mail you provide under Primary Contact Information. You will be notified of its approval via the same e-mail, along with information on how to log in to the grantee portal.
 - Please note that this account is the master account for your organization, and the person attached to it via registration will be the primary contact for that account. If you would like to create accounts for other employees

or associates of your organization or project, e-mail the Valley Water Grants staff with the name(s) and e-mail address(s) of the person(s) that you would like to create account(s) for. We will create an account for each person, link them to your organization, and send them temporary login credentials so they can access Fluxx.

HOW TO REGISTER (for Current and Past Grantees)

If your organization is a current or past grantee with Valley Water, please contact Valley Water staff at grants@valleywater.org to retrieve your login credentials if they have not already been provided to you. **NOTE:** If you would like to assign additional login credentials to other staff members at your organization, please contact grants@valleywater.org.

ATTACHMENT 3
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 **2020** Safe Clean Water Priority A2 Grant Program, which provides funds for testing of new and innovative water conservation programs and technologies; and

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 A2 of the Safe, Clean Water and Natural Flood Protection Program
2. Approves the acceptance of grant funds from Priority A2 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 _____, 2019. 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)

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ATTACHMENT 4 Grantee Insurance Requirements

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. Valley Water will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Grantee Insurance Requirement.

Without limiting the Grantee's indemnification of, or liability to, Valley Water, the Grantee must provide and maintain at its own expense, during the term of the Grant Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

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.

In addition to certificates, Grantee must furnish Valley Water with copies of all original endorsements affecting coverage required by this Attachment 4. 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 Valley Water before the Agreement is executed.** In the event of a claim or dispute, Valley Water 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 Attachment 4 insurance document.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, Valley Water Risk Manager at (408) 630-2213.

CERTIFICATES OF INSURANCE

Grantee shall furnish Valley Water with a Certificate of Insurance. The certificates will be issued on a [standard ACORD Form](#).

Grantee shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Contract Administrator and e-mail a copy to **Insurance.Certificates@valleywater.org**.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and

3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. XXXXX**

IMPORTANT: The agreement or CAS number must be included. The agreement or CAS number will be provided upon execution of the grant agreement.

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. Valley Water agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Grantee receives any notice that any of the insurance policies, required by this Attachment 4 Insurance, may be cancelled or coverage reduced for any reason whatsoever, Grantee or insurer shall immediately provide written notice to the designated Valley Water Contract Administrator that such insurance policy required by this Attachment 4 Insurance is canceled or coverage is reduced.

MAINTENANCE OF INSURANCE

If Grantee fails to maintain such insurance as is called for herein, Valley Water, at its option, may suspend payment for work performed and/or may order Grantee to suspend all Grantee's work at Grantee's expense until a new policy of insurance is in effect.

RENEWAL OF INSURANCE

Grantee will provide Valley Water with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Grantee shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

Insurance.Certificates@valleywater.org

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. XXXXX**

IMPORTANT: The agreement or CAS number must be included. The agreement or CAS number will be provided upon execution of the grant agreement.

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

\$1,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by Valley Water.

General Liability insurance must:

- a. Be written on standard ISO forms, or inspected by Valley Water Risk Manager.
- b. Include coverage at least as broad as found in standard ISO form CG 0001.
- c. Include Premises and Operations.
- d. Include Contractual Liability expressly including liability assumed under this contract.
- e. If Grantee will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- f. Include Owners and Grantees' Protective liability.
- g. Include Severability of Interest.
- h. Include Explosion, Collapse and Underground Hazards, (X,C, and U).
- i. Include Broad Form Property Damage liability.
- j. Contain no restrictive exclusions (such as but not limited to CG 2153, CG 2144 or CG 2294).

Valley Water reserves the right to require certain restrictive exclusions be removed to ensure compliance with the above.

2. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

Excess or Umbrella policies may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits, however all such policies must contain a primacy clause and meet all other General Conditions below.

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

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

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. **NOTE:** This section does not apply to the Workers' Compensation.
2. **Primacy Clause:** Grantee will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Grantee's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Grantee will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
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 Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, 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. Grantee agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **SubGrantees:** The Grantee shall secure and maintain or shall be responsible for ensuring that all subGrantees performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Grantee for the benefit of Valley Water must not be deemed to release or limit any

liability of Grantee. Damages recoverable by Valley Water 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:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Grantee agrees to waive subrogation against Valley Water to the extent any loss suffered by Grantee is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Grantee agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Grantee in the event of material noncompliance with the insurance requirements outlined above.

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	