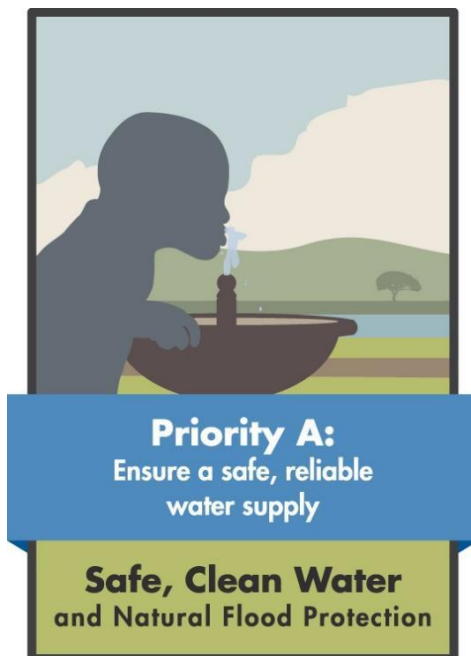


**2019  
SAFE, CLEAN WATER  
PROJECT A2 - WATER CONSERVATION RESEARCH  
GRANT PROGRAM**

**PROCEDURAL GUIDELINES AND  
REQUEST FOR PROJECT PROPOSALS**



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



## **SANTA CLARA VALLEY WATER DISTRICT'S MISSION**

The mission of the District is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

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## **I. PROGRAM DESCRIPTION**

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

The elements of the Safe, Clean Water and Natural Flood Protection Program (“SCW Program”), passed by voters as a Special Tax in 2012, were developed to meet specific objectives identified by the Santa Clara Valley Water District (“District”) Board of Directors (“Board”). The enabling act of the District (“District Act”) provides the District with broad resource conservation authority within Santa Clara County (“County”) that must in some way relate to water resource management and flood protection. The Safe, Clean Water and Natural Flood Protection Program focuses on the following five priorities:

- Priority A - Ensure, safe reliable water supply for the future
- Priority B - Reduce toxins, hazards and contaminants, such as mercury and pharmaceuticals, in our waterways
- Priority C - Protect our water supply and local dams from the impacts of earthquakes and natural disasters
- Priority D - Restore fish, bird and wildlife habitat; and provide open space access
- Priority E - Provide flood protection to homes, businesses, schools, streets and highways

To assist in accomplishing goals and objectives and meeting key performance indicators associated with those five priorities, the following grant program is being implemented.

### **2019 Safe, Clean Water Project A2 Water Conservation Research Grant Program**

Project A2 provides up to \$1 million of funding to study and test new water conservation activities during the 15-year term of the SCW program (“Water Conservation Research Grant Program”). This program encourages agencies and organizations to undertake research projects of new and innovative water conservation programs and technologies (“Water Conservation Research Projects”). The primary goal is to identify water savings devices and strategies that can assist the District in meeting its long-term water savings goal of 98,500 acre-feet per year by 2030.

This Procedural Guidance and Request for Project Proposals document (“Water Conservation Research Grant Program RFP”) provides information to those interested in applying for Water Conservation Research Grant Program funding for their Water Conservation Research Projects.

### **Inquiries**

Direct all inquiries, correspondence, and applications to:

Mr. Ahmar Qadir  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
(408) 630-2921  
[grants@valleywater.org](mailto:grants@valleywater.org)

District Website: <https://goo.gl/ozx3Rd>

## **Eligibility**

All interested parties including public, private, and non-profit organizations may submit a proposal for funding under this Water Conservation Research Grant Program. Any grant funding provided is conditioned on allowing the District to utilize and publish written materials resulting from the grant funded project. This includes making such written materials available on the District's public website.

Eligible Applicants<sup>1</sup> may submit more than one Water Conservation Research Project for funding consideration under the Water Conservation Research Grant Program.

## **Funding Available**

- \$100,000 in Safe, Clean Water and Natural Flood Protection special tax funds are available for the Fiscal Year 2019 grant cycle (Safe, Clean Water Project A2 –Water Conservation Research Grants)
- Maximum grant amount of \$50,000
- Minimum grant amount of \$5,000
- District may authorize full or partial funding for a Water Conservation Research Project

## **Public Workshops and Assistance**

The District will hold a public information workshop to provide overview of the grant, application guidelines and process. Participation is recommended but not mandatory.

**Monday, October 29, 2018 10:00am – 12:00pm**

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

To attend the workshop, please RSVP by  
emailing [grants@valleywater.org](mailto:grants@valleywater.org)

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<sup>1</sup> Applicants must be able to demonstrate their capacity to carry out a project or partner with another agency to carry out the project. Environmental advocacy groups, neighborhood associations, and schools with interest in the Water Conservation Research Grant Program but have not obtained income tax exempt status from the federal Internal Revenue Service are encouraged to work with their local government jurisdiction or 501(c) (3) non-profit organizations to apply on their behalf.

## II. MINIMUM GRANT APPLICATION QUALIFICATIONS

---

General project goals that must be met by the applicant for its Water Conservation Research Project to be considered for funding under the Water Conservation Research Grant Program include:

1. All Water Conservation Research Grant Program RFP requirements have been met for submitting an application (including cover sheet, scope/project narrative, schedule and budget, and a response to each evaluation criterion).
2. Application submitted by an eligible applicant.
3. Eligible Projects must achieve a minimum score of 70 out of 100 to qualify for funding.
4. If a construction Water Conservation Research Project, application must include a maintenance and/or monitoring plan for the proposed Water Conservation Research Project.
5. Water Conservation Research Project includes a cost sharing match of at least 25% of total Water Conservation Research Project cost from applicant, including in-kind and monetary funds.
6. Application demonstrates Water Conservation Research Project must be completed by **June 30, 2021**.

### III. GENERAL PROVISIONS

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- A. Successful applicants must fully execute a Grant Agreement by **June 30, 2019**.
- B. All grant funds not expended by Grantee by June 30, 2021 shall revert back 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 by the Board.
- C. Grant funds are not available for expenditure until they are authorized by the District's Chief Executive Officer and appropriated via the Grant Agreement that is executed between District and Grantee.
- D. Grantee should complete the funded Water Conservation Research Project and submit final documentation (Section V) within the Water Conservation Research Project Performance Period, ending **June 30, 2021**.
- E. Overhead costs shall be limited to 10% of Grantee labor costs incurred in carrying out the project.
- F. Insurance shall be required to be provided by Grantee, at the expense of the Grantee, as outlined in the Grant Agreement.
- G. If the Grantee is a public agency, the Grantee will be the lead agency for purpose of complying with the California Environmental Quality Act (CEQA). In that case, the Grantee shall complete the CEQA review process and submit required documentation to the District prior to the District awarding the grant. The required documentation must include one of the following: a notice of exemption filed with the County Clerk in the case of an exempted project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of determination filed with the County Clerk. Grantee shall fulfill all the lead agency responsibilities, including consultation with applicable responsible agencies. The award of the grant is contingent on the District completing CEQA review, if required, as a responsible agency.  
  
If the Grantee is a non-profit or private entity, the District will be the lead agency for the purpose of CEQA. The District may request that the Grantee provide environmental information about the project to assist the District's CEQA review. The award of a grant is contingent on the District completing the CEQA review.
- H. Grantee shall at all times comply strictly with all federal, state, local, District laws, rules and regulations, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
- I. All collateral materials associated with the grantee's project, including, but not limited to signage, educational and marketing materials, must contain the District's logo. Where a Grantee posts a funder's sign at the Project site, the sign shall contain acknowledgment of the District's contribution.

## IV. GRANT PROCESS

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The following steps are included in the Grant process:

1. District releases the Water Conservation Research Grant Program RFP on **Friday, October 5, 2018**.
2. District hosts non-mandatory pre-proposal workshop on **Monday, October 29, 2018**.
3. Applicant submits its grant application to staff by the application deadline of **December 7, 2018**. All applications must be received by 11:59 p.m. on the due date. Applications and corresponding attachments can be submitted via email to [grants@valleywater.org](mailto:grants@valleywater.org). Applications and corresponding attachments may also be sent through U.S. Mail, but must have a time stamp prior to the due date/time. Late submittals will not be accepted. Applications may be mailed to the following address: **Santa Clara Valley Water District; Attn: Ahmar Qadir; Clean, Safe Water Grants and Partnerships; 5750 Almaden Expressway, San Jose, CA 95118**.
4. The District's Water Conservation Research Grant Program evaluation committee will evaluate all applications based on the Project Evaluation Criteria, attached hereto as ATTACHMENT 3.
5. Staff will present funding recommendations to the Board for approval at a Board Meeting. All applicants will be notified of the funding recommendation when the Board Agenda becomes public.
6. Once the Board makes the final funding approval, staff will work with each successful applicant to commence contract negotiations to finalize and execute a grant agreement (referred to individually hereafter as the "Grant Agreement").
7. District and each successful applicant will seek to complete negotiations and fully execute the Grant Agreement by **June 30, 2019**. Once the Grant Agreement is fully executed, the applicant will be recognized as a Grantee.
8. Grantee commences work on the Water Conservation Research Project and submits quarterly progress reports to the District. Final 10% (ten percent) of reimbursement is held as retention until the Water Conservation Research Project completion.
9. Grantee completes the Water Conservation Research Project.
10. Grantee provides documentation to show evidence of measurable outcomes.
11. Grantee submits draft final report thirty (30) days before Water Conservation Research Project completion date.
12. Grantee submits the final report and invoice, including Notice of Completion.
13. District processes the final payment.
14. District may perform an audit of the completed Water Conservation Research Project.

## **V. GRANT ADMINISTRATION PROVISIONS**

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### **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. Amendments to the Project Scope/description will require written notification from the grantee and approval by the District's Board of Directors. Requests for an 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.

### **Water Conservation Project Withdrawals**

Grantee may decide not to complete a Water Conservation Research Project by providing the District with prior written notice. If Grantee decides not to complete the Water Conservation Research Project, then all grant amounts the District disbursed to Grantee under the terms of the Grant Agreement becomes an obligation of the Grantee and is due and payable to the District forty-five (45) days after the District received Grantee's written notice.

### **Payment Process**

Grants awarded under the Water Conservation Research Grant Program are paid by the District on a reimbursement basis. Up to 90% of the grant award may be requested for reimbursement for costs incurred by the Grantee. The remaining 10% of the grant award will be paid after the District is reasonably satisfied that the Grantee completed the Water Conservation Research Project.

### **Reporting and Claims**

Grantee must submit, at a minimum, quarterly progress reports using the District provided template(s), attached hereto as APPENDIX E and F, unless otherwise approved by the District. Reports must include: a claim for reimbursement, invoices, interim deliverables/project documents, and a brief description of project status. Disbursement of grant funds will only be made after the District reviews and approves the claim and receives the required reports, invoices, and appropriate documentation as specified by the District.

A draft final report must be completed and submitted no later than thirty (30) days before expiration of the Grant Agreement. Grantee shall revise all or part of the report, if needed, based on comments from the District. The final report is due on or before the expiration of the Grant Agreement unless otherwise approved by the District.

The final report shall be provided in digital and hard copy formats and must not be made public, presented at conferences, or distributed to participants in the study until the District has reviewed and approved the findings. Final data files shall be provided to District in Excel format.

The final report must document the water savings and reliability of the Water Conservation Research Project. Final reports must be stand-alone documents that describe Water Conservation

Research Project innovation, water savings, regional applicability, cost-effectiveness, and Water Conservation Research Project specific information. As a minimum, reports must include an executive summary, goals and objectives, methods (sample design, analysis and statistical methodology), results (data reviews, deliverables), conclusions (lessons learned, problems encountered, recommendations, etc.), and citations/references unless otherwise approved by the District.

**Projects that provide an educational and/or a workshop component must provide pre- and post-surveys of program participants, as well as documentation of attendance through a sign-in sheet or a similar process.**

District will make final payment within sixty (60) days of acceptance of the final report.

### **Loss of Funding**

The following actions may result in the District terminating funding to Grantee:

- The District and Grantee fail to execute a Grant Agreement by **June 30, 2019**.
- Grantee fails to complete the Water Conservation Research Project and/or fails to submit all documentation pursuant to the schedule specified in the Grant Agreement.
- Grantee fails to utilize any portion of grant funds for the purposes designated in the Grant Agreement.
- Grantee submitted information in its application that is misleading or inaccurate.

## **VI. AUDIT PROVISIONS**

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### **Audit Purpose**

Water Conservation Research Projects are subject to audit by District for three (3) years following the final payment of grant funds. The District may audit all books, papers, accounts, documents, or other records of Grantee as they relate to the Water Conservation Research Project for which the funds were granted. Grantee shall have the Water Conservation Research Project records, including the source documents, readily available to the District's auditor. Grantee shall also provide a representative having knowledge of the Water Conservation Research Project to assist the auditor. Grantee shall provide a copy of any document, paper, record, or the like requested by District or its auditor.

Upon request, non-profits will be required to provide their IRS Form 990 and/or internally-prepared audited financial statements for the previous two years; Upon request, Schools, school districts and public agencies will be required to provide their annual budget for the previous two years.

### **Accounting Requirements**

Grantee shall maintain an accounting system that does the following:

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

### **Records Retention**

In addition to the three-year retention of Water Conservation Research Project records, all Water Conservation Research Project records must be retained by Grantee for at least one (1) year following an audit.

## **VII. GRANT APPLICATION COMPONENTS**

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The grant application package consists of the following elements:

1. Water Conservation Research Project Application Form [Attachment 1]
2. Application Requirements Checklist [Attachment 2]
3. Water Conservation Research Project Evaluation Criteria [Attachment 3]
4. Water Conservation Research Project Scope [Appendix A]
5. Water Conservation Research Project Schedule and Budget [Appendix B and C]
6. Authorizing resolution from the Applicant's governing body, giving authorization to apply for and receive grant funds, must be submitted prior to executing Grant Agreement. [Appendix D]
7. Quarterly Progress and Request for Payment Form — to be submitted quarterly, unless specified otherwise in the Grant Agreement, for reimbursement of costs for the Water Conservation Research Project. [Appendix E and F]<sup>2</sup>

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<sup>2</sup> Appendix E and F shall be submitted following authorization of grant funds and execution of a grant agreement; not required at time of the project proposal submittal

**ATTACHMENT 1**  
**PROJECT APPLICATION FORM**

**Santa Clara Valley Water District  
Water Conservation Unit**

**SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM  
Project A2 Water Conservation Research Grant Program**

This form and required attachments must be submitted for each Water Conservation Research Project.

Water Conservation Research Project Title			
Water Conservation Research Project Proponent* Organization Information			
Primary Contact:	Title:		
Organization:	Email:		
Address:	City:	State:	Zip:
<b>*Proponent must have legal authority to submit proposal on behalf of the applicant.</b>			

### Project Manager and Management Team

Identify project manager and other key individuals:

Name:		Title:	
Street Address:	City:	State:	Zip:
Phone Number:	Fax Number:		
Email:	Years of Relevant Experience:		
Role/Responsibilities:			

Name:		Title:	
Street Address:	City:	State:	Zip:
Phone Number:	Fax Number:		
Email:	Years of Relevant Experience:		
Role/Responsibilities:			

### Partner Entities Participating in Water Conservation Research Project

List other project participants or cooperating agencies along with their roles and responsibilities.

### Funding Amount Requested

	(Max \$50,000)	% of total cost	
Amount Requested	\$		
Amount Contributed	\$		
Other <i>secured</i> funding	\$		
Total Water Conservation Research Project Cost	\$		

List other sources of *secured* funding (if any) and amount.

### Signature (required)

By signing below, I hereby acknowledge that I have read, understand and agree to comply with all terms and conditions of the Water Conservation Research Grant Program RFP. I will cooperate with the review of this application as requested.

I certify that the information on the application and supporting documentation is true and correct.

Authorized Representative Name and title (print):	Signature:	Date:

## **ATTACHMENT 2**

### **APPLICATION REQUIREMENTS CHECKLIST**

All District requirements must be met and a fully executed Grant Agreement signed before any funds will be disbursed. An audit may be performed before or after final payment.

An application for grant funds consists of the following:

- ☐ 1. Application Form [Attachment 1]
- ☐ 2. Water Conservation Research Project Scope (including response to evaluation criteria in Attachment 3) [Appendix A]
- ☐ 3. Water Conservation Research Project Schedule and Budget – Identify schedule and budget for each task through final completion of Water Conservation Research Project [Appendix B]
- ☐ 4. If the Grantee is a public agency and the CEQA process has been completed, applicant should provide: a notice of exemption filed with the County Clerk in the case of an exempted project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of determination filed with the County Clerk. If the CEQA process has not yet been completed, the Water Conservation Research Project scope and schedule should include a schedule of when this requirement will be met.
- ☐ 5. For construction projects, required permits or comments as applicable to the Water Conservation Research Project.

**All applications must be received by 11:59 p.m. on December 7, 2018.**  
**Applications and corresponding attachments can be submitted via email to [grants@valleywater.org](mailto:grants@valleywater.org). Applications and corresponding attachments may also be sent through U.S. Mail to the following address:**

**Santa Clara Valley Water District  
Attn: Ahmar Qadir  
Clean, Safe Water Grants & Partnerships  
5750 Almaden Expressway  
San Jose, CA 95118**

**Mailed applications must have a time stamp prior to the due date/time. Late submittals will not be accepted.**

## ATTACHMENT 3

### PROJECT EVALUATION CRITERIA

#### Minimum Grant Application Qualifications

Provide a response to each minimum grant application qualification element specified in Section II of this Water Conservation Research Grant Program RFP. Any application not satisfying any one of the minimum application qualification elements will be deemed ineligible and returned to the applicant without further consideration or evaluation.

#### Evaluation Criteria

The review panel will use the criteria provided below to evaluate proposals that satisfy the minimum grant application qualification elements and make its recommendation to the District's CEO. Recommendations will reflect the consensus findings of the review panel.

Criteria	Maximum points (100 points total)
1. Water savings and research plan	25
2. Water Conservation Research Project innovation or new features	25
3. Cost effectiveness	20
4. Market impact potential	15
5. Water Conservation Research Project preparedness	15

Water savings and research plan: Please provide the following:

- 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). 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.

Water Conservation Research Project innovation or new features: 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?

Cost effectiveness: 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 (see template on following page).

Market impact potential: 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?

Water Conservation Research Project preparedness: 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.

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

## **APPENDIX A**

### **PROJECT SCOPE**

The District's 2019 Safe Clean Water Project A2 Water Conservation Research Grant Program is based on a reimbursement model, and as such will require a detailed Water Conservation Research 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:

#### **A General Description**

Provide a concise summary that includes an overall description of the project. Convey a clear understanding of:

1. Goals, objectives, and strategies for achieving them
2. Potential water/other savings and data collection strategies
3. Market segment/target audience

#### **B Tasks and Subtasks**

1. Tasks and subtasks should be identified for the Water Conservation Research Project Scope in such a way that the District may monitor Grantee's progress on the approved project. The detail in which this is done is at Grantee's discretion.
2. Separate tasks and subtasks shall include cost estimates (see Appendix B) and shall be the basis for reimbursement in invoicing.

#### **C Evaluation Criteria**

Please be mindful of Evaluation Criteria in Attachment 3 by providing clear, concise responses to the sections set forth.

## **APPENDIX B**

### **PROJECT SCHEDULE AND TASKS**

**A**      **Water Conservation Research Project Schedule & Budget shall include the following (see template on following page):**

1.      List of tasks consistent with Water Conservation Research Project Scope
2.      Total estimated cost for each task
3.      Grant funding requested for each task
4.      Water Conservation Research Project planned start date by task
5.      Water Conservation Research Project planned end date (no later than June 30, 2021) by task
6.      Estimated costs for quarterly report, draft final report, and final report

## Water Conservation Research Project Schedule & Budget

	Clarify steps, timeline, and costs of project for the review panel. Tasks can be general categories such as “experimental site selection, data analysis, etc.” or more specific.				
<b>Task #</b>	<b>Task Description</b>	<b>Total Estimated Cost of Task</b>	<b>Grant Funding Requested</b>	<b>Planned Start Date</b>	<b>Planned Completion Date</b>
1	Sign agreement with District	\$0			
2	Begin project	\$0			
3					
4					
5					
6					
7					
8					
9					
10					
	Reporting Quarterly	\$0		Quarterly unit end of contract	
	Draft Final Report	\$0			
	Final Report	\$0			
	Total				

## APPENDIX C – PROJECT BUDGET

[illegible]

**\*Grants under Priority Area A2 Water Conservation are required to provide a 25% match of the requested funds from SCVWD, which can include both monetary and in-kind funds. When completing the above budget, please state the percentage of your match that is in-kind.**

## APPENDIX D SAMPLE RESOLUTION

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

#### 2019 SAFE CLEAN WATER PROJECT A2 GRANT PROGRAM

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 2019 Safe Clean Water Project A2 Water Conservation 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 Water Conservation 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;

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

1. Approves the submission of an Application for local assistance funds from the 2019 Safe Clean Water Project A2 Water Conservation Grant Program under the Safe, Clean Water and Natural Flood Protection Program of 2012;
2. Approves the acceptance of grant funds from the 2019 Safe Clean Water Project A2 Water Conservation Grant Program, upon approval of grant funding for the Water Conservation Research Project by the District's Chief Executive Officer;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Water Conservation Research Project(s) for which it seeks funding from the 2019 Project A2 Water Conservation Grant Program;
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions and Financial Provisions 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 Water Conservation Research Project.

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by \_\_\_\_\_

\_\_\_\_\_ following a roll call vote:

(Applicant's Governing Body)

AYES

NOES

ABSENT

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

## APPENDIX E

## QUARTLY PROGRESS AND REQUEST FOR PAYMENT FORM

GRANT:	
AGREEMENT	GRANTEE:
INVOICE NO.	
PROJECT TITLE:	
1. TYPE OF PAYMENT: <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
2. PAYMENT INFORMATION (Round all figures to the nearest dollar): <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> a. Project Amount  b. Funds Received to Date  c. Available (a. minus b.)  d. Amount of This Request  e. Remaining Funds After This Payment (c. minus d.) </div> <div style="width: 35%; text-align: right;"> \$ _____  \$ _____  \$ _____  \$ _____  \$ _____ </div> </div>	
3. SEND PAYMENT TO: <div style="margin-top: 10px;"> Grantee Name _____  Street Address _____  City, State, Zip Code _____  Attention _____ </div>	
4. <i>"I certify, under penalty of perjury under the laws of the State of California, that the Quarterly/Monthly Status Report and all attachments, signed on the date below, on behalf of Grantee, were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the loss of the current and future Grant Funding."</i>	
TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION:	Title
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION:	Date
<b>FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY</b>	
PAYMENT APPROVAL SIGNATURE	Date

## APPENDIX F – PROJECT STATUS REPORT

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					

## INSTRUCTIONS

The following instructions correspond to items on the Quarterly Progress and Request for Payment Form:

**Agreement Number**—As shown on page 1 of the Grant Agreement following execution of the Grant Agreement by both parties.

**Grantee**—GRANTEE name as shown on the Grant Agreement

**Water Conservation Project Title**—Title of Water Conservation Research Project for which payment is requested

1. **Type of Payment**—Check appropriate box, and submit this form:

**Reimbursement**—When Grantee has spent funds to implement the Water Conservation Research Project, and is requesting reimbursement; or

**Final**—When Grantee has completed the Water Conservation Research Project, and is requesting the final payment.

2. **Payment information**

a. **Water Conservation Research Project Grant Amount**—The amount of District grant funds allocated to this Water Conservation Research Project

b. **Funds Received to Date**—Total amount already received for this Water Conservation Research Project

c. **Available**—(a. minus b.)

d. **Amount of This Payment Request**—Amount that is requested

e. **Less 10% Retention** (10% of d.)

f. **Payment Amount** – (d. minus e.)

g. **Remaining Funds After This Payment**—(c. minus f.)

3. **Send Payment to: Grantee Name, Address, and Contact Person**

4. **Typed or printed name of person authorized by Resolution.**

5. **Signature of person authorized by Resolution.**

6. **Payment approval signature and date**—For District staff.

In addition, includes the following:

- Summary of work completed during billing period, by task
- Documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
- Determination of project is on schedule to meet completion date
- Any other relevant findings

## APPENDIX H INSURANCE REQUIREMENTS

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

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

General Liability insurance must:

- a. Be written on standard ISO forms, or inspected by the District 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 Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- f. Include Owners and Contractors' 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)

The District 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 (See Section 2, General Conditions) 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 the District.

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

#### **General Requirements**

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

1. **Additional Insured Endorsement(s):** Contractor must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Contractor will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.  
  
**(NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 2010, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)
2. **Primacy Clause:** Contractor will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Contractor's insurance (including any excess/umbrella policies) is 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. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.
3. **Cancellation Clause:** Contractor will provide endorsements for all policies stating that the District will be given 30 days notice of cancellation, (10 days for non-payment of premium). **NOTE:** The standard wording in the ISO Certificate of Insurance is not acceptable.
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 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 the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Contractor and subcontractors agree 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. **Subcontractors:** Should any of the work under this Agreement be sublet, Contractor will name each of the subcontractors of any tier under its own policies, or will require each of its subcontractors of any tier to carry the aforementioned coverages. District reserves the right to accept lower limits of coverage for select subcontractors. District Risk Manager shall make all such determinations. Contractor is responsible for ensuring all evidence of insurance for any subcontractor is forwarded to the District for review prior to receipt of a Notice to Proceed.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of the District must not be deemed to release or limit any liability of Contractor. Damages recoverable by the District for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** 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:** Contractor agrees to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Builders' Risk policy described in Required Coverages above. Contractor 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.
10. **Coverages to be Kept Current:** Contractor must keep all coverages required under this section accurate and current (non-expired) and immediately inform the District if there are any payments against the coverage, reduction in limits or other material changes. Contractor is responsible to ensure all subcontractors keep their coverages accurate and current in accordance with this Section 10, and this section.
11. **Non-compliance:** The District reserves the right to either halt work or withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above. District shall not be responsible for additional costs associated with lost time due to failure to comply.

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits <b>(\$1,000,000)</b>	
	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 <b>(\$1,000,000)</b>	
	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 <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	