

SANTA CLARA VALLEY WATER DISTRICT

Safe, Clean Water and Natural Flood Protection Program

FY 2018 SAFE, CLEAN WATER PROJECT B3 GRANT

This FY 2018 Safe, Clean Water Project B3 Grant Agreement (Agreement), effective upon full execution, is entered into by and between the Santa Clara Valley Water District, a California special district (District) and Santa Clara Valley Transportation Authority, a public entity (Grantee). District and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding to support Grantee's Keep Santa Clara Valley Beautiful (Project).

RECITALS:

- A. The District's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.
- B. In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection program (Safe, Clean Water).
- C. The Safe, Clean Water Program special tax provides funding for activities consistent with this 2018 Safe, Clean Water Project B3, focused on pollution prevention to reduce contaminants in surface or groundwater, and reduce emerging contaminants.
- D. On June 7, 2018, the Grantee's Board of Directors adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Keep Santa Clara Valley Beautiful Project (see Appendix D, Resolution).
- E. Grantee submitted an application to the District's Grant Program for its Project to carry out pollution prevention, education, and outreach.
- F. On May 8, 2018 the District's Board of Directors, authorized the District's Chief Executive Officer (CEO), following CEQA compliance, to approve and execute a grant agreement with Grantee to fund the Project in the amount not-to-exceed eighty-four thousand five hundred (\$84,500).
- G. Consistent with its application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount specified above and any additional funds necessary to complete the Project will be provided by the Grantee.

The Parties agree to the following terms and conditions:

SECTION 1. SPECIAL PROVISIONS

- A. Within the Project Performance Period, Grantee will mention the Project and the District's Safe, Clean Water Program as a funding source in at least one article

published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

- B. Grantee shall post signs acknowledging the District's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. Grantee will include District logo in all collateral materials identifying the District as a funding source for the development of those materials. District to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.
- C. Grantee shall invite, in writing, members of the District Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles. Grantee will notify the District at least two (2) weeks prior to the ceremony.
- D. After Project completion, Grantee, upon District request, will make a presentation at a District Board meeting or other venue within Santa Clara County.

SECTION 2. GENERAL PROVISIONS

A. Definitions

- 1. Acquisition: to obtain fee title or a lesser interest in real property, including a conservation easement or development rights.
- 2. Agreement: this contract between the District and the Grantee specifying the payment of funds by the District for the performance of the Project Scope within the Project Performance Period by the Grantee.
- 3. Application: the 2018 Safe, Clean Water Project B3 Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
- 4. Development: the creation, by construction of or addition to existing facilities, of new watershed activities at the Project site.
- 5. District: Santa Clara Valley Water District.
- 6. Grant Program: 2018 Safe, Clean Water Project B3 Grant Program.
- 7. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board of Directors.
- 8. Project Completion: Project completion per requirements stated in Section 2. General Provisions, G. Project Completion.
- 9. Project Grant Amount: the amount of Grant funds allocated by the District's Board to Grantee for the Project.

10. Project Performance Period: the Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 2. General Provisions, H. Agreement Term.
11. Property: the real property described in Appendix A, Project Scope, for acquisition or development with the Project.
12. Safe, Clean Water: the District's Safe, Clean Water and Natural Flood Protection Program special tax approved by Santa Clara County voters in November 2012.
13. Total Project Cost: the full cost of the Project, including funds from all funding sources, as identified in Appendix C, Project Budget.

B. Project Execution

1. District hereby grants to Grantee the Project Grant Amount, in consideration of, and on condition that, the sum be expended for the sole purpose of carrying out the objectives as set forth in the Project as identified in Appendix A, Project Scope, consistent with the terms and conditions set forth in this Agreement.
2. Grantee is responsible for securing all other necessary funds to accomplish the Project. Any significant modification or alteration to the Project Scope is subject to prior consideration and approval by the District. Such a request must be submitted in writing to the District Contact, per Section 4. Miscellaneous Provisions, B. Notices, of this Agreement. District's disbursement of Grant funds is dependent on District approval of changes the District deems are significant.
3. Grantee will complete the Project in accordance with Appendix A, Project Scope, Appendix B, Project Schedule, and Appendix C, Project Budget.
4. Project Scope, Project Schedule and Project Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both Grantee and District in advance of such adjustment.
 - a. Notwithstanding the foregoing, Project Schedule adjustments that do not impact the completion of the Project Scope prior to the expiration date of this Agreement; an adjustment of the amount budgeted for a task that is not more than 10% of that budgeted amount; and does not result in an increase of total grant amount specified in Recital F of this Agreement, may be approved by District Program Administrator in writing but without a formal amendment to this Agreement.
 - b. If there is an increase in the amount budgeted for a task, there must be a correlating simultaneous decrease of the same amount to another task(s) to ensure the total Project Grant Amount specified in Recital H is not exceeded.
5. Grantee must comply with all applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, financial requirements, legal requirements for construction contracts, building

codes, health and safety codes, laws and codes pertaining to individuals with disabilities, and Guidelines and Standards for Land Use Near Streams (which can be found at <https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-for-working-on-district-land-or-easement/guidelines-and-standards-for-land-use-near-streams>) and other appropriate plans.

- a. If the Grantee is a public agency, the Grantee will be the lead agency for purposes 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 disbursing any grant funds.
 - b. The required CEQA 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.
 - c. Grantee shall fulfill all the lead agency responsibilities, including consultation with the District and any other applicable responsible agencies. The disbursing of grant funds is contingent on the District completing CEQA review, if required, as a responsible agency.
 - d. If the Grantee is a non-profit entity, the District will be the lead agency for purposes of CEQA. The District may request that the Grantee provide environmental information about the project to assist the District's CEQA review. The disbursing of the grant funds is contingent upon District's completion of the CEQA review.
 - e. For projects subject to CEQA review, the District has not committed to a definite course of action by executing this Agreement and is not limited in any way in exercising any discretion with respect to the Project, including but not limited to (i) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, (ii) requiring Grantee to make such modifications deemed necessary to reduce Project impacts, or (iii) determining not to proceed with one or more component of the Project.
6. Grantee must secure (1) fee title, (2) leasehold, (3) other real property interest, (4) permit for site access (including, if applicable, a District encroachment permit to access to District lands or easement areas), or (5) property owner's agreement for site access to the Project lands as necessary for performance of this Agreement.
 7. Grantee must enter into a Joint Use Agreement for Use of any District property prior to execution of this Grant Agreement, or prior to reimbursement of grant funds for this Project, at District's discretion. However, nothing shall alter any preexisting right the Grantee may have.

8. Grantee must provide metadata for spatial data required for identifying the location and alignment of the Project site per District's Geographical Information System data standards.

C. Project Administration/Reporting Requirements

1. Grantee shall provide written quarterly reports (on a fiscal year schedule), using the District's standard form presented in Appendix G, Status Report Form. Reports will be completed and submitted in conjunction with invoicing (Appendix E, Invoice Form) as appropriate. Status reports shall include an update per task as included in Appendix A, Project Scope.
2. Grantee shall provide one hard copy and one electronic version of items listed in Section 2. General Provisions, G. Project Completion.
3. All reports submitted to the District must include the following certification page signed by an officer of Grantee's organization:

"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."

4. Quarterly and final reporting will end with submittal of Project Completion packet (see Section 2. General Provisions, G. Project Completion).

D. Termination of this Agreement

1. Either Grantee or District may unilaterally terminate this Agreement at any time by providing 30 days written notice to the other Party.
2. Failure by Grantee to comply with the terms of this Agreement may be cause for suspension or termination of funding by the District. Additionally, in the event of failure to complete Project, Grantee may be required to repay District for funds received, including interest earned at the District's pooled portfolio monthly interest yield corresponding to the month(s) the funds were due to the District.

E. Indemnification

1. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, District and Grantee agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify

and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement. The rights, duties, and obligations of the Parties as set forth above in this Section E. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

F. Nondiscrimination

1. The District is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.
2. Compliance with Applicable Equal Opportunity Laws. The Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et. seq.); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.
3. Public Access to Completed Project. Project will be open to members of the public generally during hours specified by the Grantee, except as noted in the

Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with the District.

G. Project Completion

1. After Grantee completes the Project by meeting all requirements stated in Appendix A, Project Scope, Grantee must submit the Project Completion packet detailed in a. – f. below to the District Contact and it must include:
 - a. Final Payment Request Form (Appendix F);
 - b. Final Invoice (Appendix E);
 - c. Final Status Report Form (Appendix G), including documentation of accomplishments;
 - d. Notice of Completion for public works construction projects;
 - e. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative; and
 - f. Presentation to the Board of Directors on completed Project. District will provide Grantee with approximate Board presentation date prior to expiration of the Agreement Term. Alternatively, District may require a final report which includes a presentation file and a factsheet be posted on Grantee's website and which District may post on its own website.
2. District conducts final on-site Project inspection as deemed necessary.
3. District processes Grantee's invoice for final payment.

H. Agreement Term

1. Provided District has approved of Grantee's compliance with all Insurance Requirements as set forth in Appendix H. Insurance Requirements the term of this Agreement commences upon full execution by the Parties. Approval of this Agreement by both Parties is necessary for any disbursement of Grant funds. This Agreement expires upon the earliest of: Project Completion in accordance with Section 2. General Provisions, G. Project Completion; or three (3) years from the date this Agreement is fully executed.

I. Insurance Provisions

1. During the entire term of the Agreement, Grantee must maintain the insurance coverages described in Appendix H. Insurance Requirements.

SECTION 3. FINANCIAL PROVISIONS

A. Accounting and Audit Requirements

1. Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. Grantee should provide clear audit trails, especially the source of original documents such as, but not limited to, receipts, progress payments, invoices, time cards, etc.
2. Grantee agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide District, or its agent, with any existing information requested and will permit District, or its agent, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining compliance with this Agreement. Grantee further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
3. Grantee's detailed budget is included as Appendix C, Project Budget and is consistent with Grantee's Project Proposal. The Project Budget will be used by District as the basis for evaluating Grantee's invoices for Grant funds. In cases where invoices are inconsistent with the Project Budget, invoices must either be revised for consistency or an amendment to this Agreement may be necessary to align the Project Budget with the actual reimbursable expenditures for the Project.
4. Grantee must document its eligibility for award and receipt of Safe, Clean Water Grant Funds by verifying it is not included in any current Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs. Exclusion of Grantee from this list, verified at: <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm>, demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.
5. Grantee is responsible for repayment to District of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources of information that become available to the District after the District has satisfied an invoice from Grantee and disbursed Safe, Clean Water Grant funds.
6. Construction costs are deemed "reasonable" if obtained by competitive bidding, or by other legal means as demonstrated by either Party.

B. Eligible Costs

Total Project Grant Amount is not-to-exceed that amount identified in Recitals, Item F. and will be disbursed to Grantee according to the terms and conditions as stated in Section 3. Financial Provisions, C. Payment Request Process and D. Invoicing.

1. Only Project. Related costs incurred during the Project Performance Period, excluding costs incurred prior to and during preparation of the Grant application,

specified in this Agreement are eligible for reimbursement. All such costs must be supported by appropriate documentation, including but not limited to subcontractor invoices and receipts (see Appendix E. Invoice Form).

2. Personnel or Employee Services. Services of the Grantee's employees engaged in Project execution are eligible costs. These direct labor costs must be computed according to the Grantee's prevailing wage or salary scales and may include fringe benefit costs such as vacation, sick leave and social security contributions that are customarily charged to the Grantee's various projects for which the Grantee has submitted a Benefit Rate Calculation to the District. Indirect overhead is limited to 10% of Salary plus Benefits. Costs charged to the Project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the Project. Benefit rates shall be limited to no more than 20% of labor rates. Overtime costs may be allowed under the Grantee's established policy; provided that the regular work time was devoted to the same Project.
3. Salaries and wages claimed for employees working on Grant-funded Project(s) must not exceed the Grantee's established rates for similar positions.
4. Project costs for non-construction tasks are limited to 20% of District contribution to Total Project Cost, for projects that include a construction task.
5. Consultant Services. The costs of consultant services necessary for the Project are eligible. Consultants must be paid by the customary or established method and rate of the Grantee. No consultant fee may be paid to the Grantee's own employees.
6. Construction Equipment. Equipment owned by Grantee may be charged to the Project for each use. Equipment use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide.
 - a. If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used and relate the use to the Project.
 - b. The purchase of equipment with Grant funds is not permissible.
7. Construction Supplies and Materials. Supplies and materials may be purchased for a specific project or may be drawn from a central stock, provided they are claimed at a cost no higher than that paid by the grant recipient. Supplies and materials purchased for the construction of a piece of equipment, a structure or a part of a structure may be charged to the Project. If charged, only that cost incurred during the Project performance period and attributed to the Project may be claimed.
8. Signs and Interpretive Aids. The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.

9. Construction. The costs of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility are eligible.
10. Acquisition. Costs of acquiring real property interests are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees.
11. Relocation Costs. Relocation costs are allowable for projects that result in displacement of any person and/or business. The Grantee must comply with all federal and local laws, as well as the requirements of the State Relocation Act (Chapter 16 Government Code, Section 7260 et seq.), if applicable, even if relocation costs are not claimed for reimbursement.
12. Other Expenditures. In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the Project. Examples of such costs include:
 - a. Postage; and
 - b. Transportation costs for moving equipment and/or personnel.

C. Payment Request Process

This Grant Agreement is based on a reimbursement model with specific details as noted below.

1. Grantee may submit multiple Payment Request Forms as necessary, but not more often than monthly.
2. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 2. General Provisions, G. Project Completion) and the Payment Request Form (Appendix E) for the final payment.

PAYMENT REQUEST PROCESS		
PAYMENT TYPE	WHEN TO SUBMIT IT	SUPPORTING DOCUMENTATION TO SEND TO PROGRAM ADMINISTRATOR
Payment Request Reimbursement (up to 90% of the total Project Grant Amount)	Once Grantee can provide evidence to show significant progress toward completing Project tasks.	<ul style="list-style-type: none"> • Payment Request Form (Appendix F) • Invoice Form (Appendix E) • Status Report Form (Appendix G) • For direct expenses, copies of invoices with all attachments shall be submitted • For labor costs, copies of Timesheets shall be submitted • For Benefits Costs, a Benefits Rate Calculation will be submitted • Documentation of accomplishments (i.e., draft and final plans, designs, etc.)
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> • Project Completion packet (see Section 2. General Provisions, G. Project Completion)

D. Invoicing

1. The Project Invoice (Appendix E) and Status Report Form (Appendix G) shall accompany the Payment Request Form (Appendix F) and shall incorporate Grantee name and remittance address, a description/itemization of goods or services, dollar amount of goods or services, invoice date and number, and Agreement number. Work performed shall be determined on a per task basis as outlined in the Project Scope (Appendix A) and Project Schedule (Appendix B). All requests for reimbursements will be accompanied by materials providing evidence of significant Project progress accomplishments commensurate with level of reimbursement requested.
2. District will review Grantee's invoice within ten working days from receipt and advise Grantee of any disputed items. District will review and approve undisputed invoices within ten working days from receipt and issue payment within forty-five calendar days from receipt. District will pay invoices within forty-five calendar days from date invoice is approved by District's Program Administrator.
3. Grantee's invoice must include invoices from subcontractors documenting task, task budget, percentage complete, prior billing if any, current billing, and total billed. Documentation supporting Grantee's invoice(s) must document work performed consistent with the frequency of Grantee's invoices to District.

SECTION 4. MISCELLANEOUS PROVISIONS

A. Miscellaneous Provisions

1. Grantee's waiver of any term, condition, covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition, or covenant or breach by any other term, condition or covenant.
2. This Agreement contains the entire agreement between District and Grantee relating to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
3. This Agreement shall be governed and construed in accordance with the laws of the State of California.
4. This Agreement may be executed in counterparts and will be binding as executed.
5. Grantee's request(s) for minor modification(s) to the Project Scope, Project Schedule, or Project Budget must be submitted in writing, prior to the expiration of this Agreement, and will be considered for approval by the District's executive management responsible for the Safe, Clean Water Grant Program provided:
 - a. The Grant award by the District's Board did not impose a restriction on such revisions; and

- b. No additional Grant funds are requested. All such requests will be considered by the District's executive management responsible for the Safe, Clean Water Grant Program.
6. Revisions to the Project Scope, Project Schedule, or Project Budget are subject to review and prior approval of the District.
7. An extension to the term of this Agreement for a period up to twelve (12) months beyond the current expiration date may be approved by District. Requests for term extensions must be submitted in writing and received no later than sixty (60) calendar days prior to the expiration of this Agreement. Grantee must submit sufficient documentation in support of its request to enable the District's executive management to evaluate Grantee's request. The District's executive management will consider criteria such as the following:
 - a. The amount of Grant funds not yet disbursed to Grantee;
 - b. Grantee's progress in completing the Project Scope and the reasons supporting any delays;
 - c. Whether Grantee has the dedicated human and financial resources to continue to complete the Project Scope during the extension period; and
 - d. Whether such extension is in the best interest of the District.
8. If approved by District, an amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 2. General Provisions, H. Agreement Term. If this Agreement is not extended prior to its expiration, any unexpended Grant funds will be retained by the District and unavailable to the Grantee for the Project.
9. All Appendices, A (Project Scope), B (Project Schedule), C (Project Budget), D (Resolution), E (Invoice Form), F (Payment Request Form), G (Status Report Form), and H (Insurance Requirements) are hereby incorporated herein by this reference and made a part hereof, as though set forth in full.
10. Severability. If any provision of this Agreement is held invalid, that invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
11. Survival. Section 3. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive completion, suspension, termination or expiration of this Agreement such that any Eligible Costs incurred during the Project Performance Period may be invoiced by Grantee and paid by the District provided invoices, including final invoice, are submitted prior to the expiration date of this Agreement as stated in Section 2. General Provisions, H. Agreement Term.

B. Notices

All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

<p>To SCVWD Rick Callender Chief of External Affairs Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 E-mail: rcallender@valleywater.org</p>	<p>To Casey Emoto Grantee: Deputy Director Mobility Project Development Santa Clara Valley Transportation Authority 3331 N First Street San Jose, CA 95134 Email: casey.emoto@vta.org</p>
<p>Contact: Sherilyn Tran Program Administrator Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2772 E-mail: stran@valleywater.org</p>	<p>Contact: Eugene Maeda Senior Transportation Planner Santa Clara Valley Transportation Authority 3331 N First Street (Bldg. B, 2nd Floor) San Jose, CA 95134 Phone: (408) 952-4298 Email: eugene.maeda@vta.org</p>

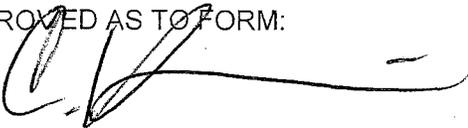
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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

Date: October 22, 2018 By: Nuria J. Fernandez
Nuria Fernandez
General Manager/ Chief Executive Officer

APPROVED AS TO FORM:



Caroline Kim
Assistant Counsel

SANTA CLARA VALLEY WATER DISTRICT

Date: Nov. 9, 2018 By: Norma J. Camacho
Norma J. Camacho
Chief Executive Officer

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APPENDIX A PROJECT SCOPE

Project Description

Keep Santa Clara Valley Beautiful Project, a proposal to collaborate between Santa Clara Valley Transportation Authority (VTA), Caltrans, Zero Litter Initiative (a working group of committed public agencies and local organizations to eliminate litter in Santa Clara County led by Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) permittees) and SCVURPPP Watershed Education and Outreach, to develop a focused comprehensive countywide program to reduce litter on Santa Clara County's freeways and minimize contaminants from entering in nearby watersheds and waterways. The proposed project includes the following key elements to be performed by VTA and/or Caltrans:

- In collaboration with ZLI and SCVURPPP, partnering with a national subject matter expert in the community environment preservation field, who will deliver a customized litter prevention program, develop a marketing campaign, and provide technical training for local staff and community leaders on facilitating behavior change.
- Procurement and installation of litter enforcement signs at frequently littered locations along the freeways.
- Organizing of two to three local volunteer litter clean-up events and one regional litter prevention summit.

The primary objective of the Keep Santa Clara Valley Beautiful Project is to implement a sustainable countywide litter prevention program that facilitates positive, meaningful, and lasting community behavior change resulting in litter free freeways and clean waterways with measurable benefits while coordinating with and leveraging existing programs managed by SCVURPPP Watershed Education and Outreach.

The secondary objective is to share the knowledge and assist in replicating the success of this program with peer counties, regional agencies, and other communities in the effort to improve quality of life in the Bay Area.

1. Site Location

This is a countywide project. Attachment A1 shows Santa Clara County's freeway system and interchanges, nearby waterways, and potential locations where the litter enforcement signs may be installed (circled in red). The proposed volunteer clean-up locations will be determined after the project team conducts a field assessment and receives input from community representatives through VTA's Advisory Committees and its members.

Specific locations for improvements will be determined with consensus from the project team as the litter prevention program is developed. The site locations are located in Caltrans right-of-way. Caltrans will be responsible for work conducted in the field.

Examples of sites where littering has been problematic are shown the map.

2. Project Tasks, Deliverables and Milestones

Task 1.0 – Partner with a national subject matter expert in community environmental preservation to develop a comprehensive countywide litter prevention program for Santa Clara County’s freeways. The program will include branding, marketing, community engagement, staff training and monitoring activities. The development of these materials shall consider, use, and/or build upon existing collateral developed by SCVURPPP for Santa Clara county to ensure that county residents receive consistent messaging regarding litter.

Deliverables:

- a. Keep Santa Clara Valley Beautiful Program
- b. Marketing campaign materials, media products, and fact sheets in multiple languages (up to 3 languages)
- c. Crowd source website
- d. Stakeholder meetings (includes agendas, meeting materials, and summaries) (approximately 12 quarterly meetings)
- e. Presentations to VTA Advisory Committees and Santa Clara Valley Water District Board of Directors (includes presentations on proposed workplan, progress report and final project summary report)
- f. Technical training for local staff and leaders (up to 4 people)

Task 2.0 – VTA shall procure litter enforcement signs for installation at 15 to 20 most heavily littered freeway interchange locations (up to 25 locations). (15 to 25% of total number of freeway interchanges in Santa Clara County.) Caltrans shall install the enforcement signs.

Deliverables:

- a. VTA’s procurement of litter enforcement signs (up to 50 signs).
- b. Caltrans’ installation of signs at selected interchange sites (up to 25 sites based on field assessment and community input)
- c. VTA to provide a GIS map that shows inventory of litter enforcement sign installation locations
- d. VTA to provide a technical memo that establishes baseline conditions to measure effectiveness of the installation of the litter enforcement signs

Task 3.0 – Coordinate and organize volunteer clean-up events (up to 3) to remove trash from selected interchange locations and adjacent waterways and host one regional litter prevention summit.

Deliverables:

- a. Stakeholder meeting agendas and summaries.
- b. Copies of clean-up event announcements and media coverage
- c. Summary reports on events with lists of participants
- d. Photos from events

Task 4.0 – Project management and oversight

Deliverables:

- a. Invoices and periodic reports as required

3. Measurable Outcomes or Project Benefits

Expected Benefits:

- Measurable improvements in reduction of litter and other pollutants along the freeways and in the adjacent waterways.
- Implementation of an on-going program with performance measures and monitoring reports that can be incorporated into VTA's Transportation Systems Monitoring Program and extend
- A change in community behavior towards the environment and an increase in level of community participation to keep the freeways and waterways clean.
- Anticipated reduction of 10-15% in the amount of total litter and pollutants (in tonnage/pounds) collected monthly, quarterly and annually.
- Increase in number of no litter/slightly littered interchange locations.
- Decrease in number of illegal encampments and related waste in the freeway interchanges.

Estimated Duration:

- September 2018 to September 2021.

4. Existing Agreements

- There are no known existing agreements between VTA, Caltrans and Santa Clara Valley Water that would be related to this project proposal. All proposed field work will be conducted within Caltrans right-of-way.

5. Project Team (Key Members)

- Eugene Maeda, Senior Transportation Planner, Santa Clara VTA
 - Project Manager, responsible for project oversight and execution of grant
- Natalia Kuvakina, Transportation Engineer, Santa Clara VTA
 - Assistant, responsible for managing daily tasks
- Earl Sherman, Maintenance Manager, Caltrans District 4
 - Partner Agency, responsible for overseeing and managing work related to Caltrans

6. Project Operations and Maintenance

The project team will initially meet monthly to coordinate next step tasks, and review action items until the project is completed. District staff will be invited to all of the coordination meetings/teleconferences.

7. Plans for Project Monitoring or Change Management

VTA, as the lead agency, will manage the project by monitoring the schedule, tasks and budget, and report any significant changes to the final plan. All changes, including staffing changes, will be reported to the District for review and approval. Contingency has been incorporated into the project work scope that allows for flexibility to insure that the project is completed.

8. Other Information as Appropriate

Litter on Santa Clara County's freeways has been identified by VTA's Technical Advisory Committee (comprised of local city, state, and regional representatives) as an on-going environmental, safety, and public nuisance for many years. Previous studies, clean-up events, and individual efforts by local agencies have been attempted in the past, but none of the initiatives have resulted in any long-term success or significant improvements. The Keep Santa Clara Valley Beautiful Project proposes a holistic, countywide approach to reducing litter on the freeways and preventing contaminants from entering the groundwater system and nearby waterways by addressing core problem sources:

- Lack of a coordinated county-level litter abatement program and trained staff
- Lack of tools and resources to enforce the State's anti-litter penal code
- Community behavior

Here are examples of past litter studies and efforts:

- Litter Control and Landscape Maintenance Study, 2005
- White Paper – Campbell's Experience with Highway Litter and Case for Greater VTA Involvement, 2008
- Litter Control Pilot Program (US 101 between I-880 to Blossom Hill Rd), 2008
- NCHRP Synthesis 394 Reducing Litter on Roadsides, 2009 (Resource)
- Zero Litter Initiative 2010 Summit
- Freeway litter monitoring included in VTA Transportation System Monitoring Program initiated in 2010
- SCVURPPP litter studies and educational materials

(Remainder of page intentionally left blank.)

APPENDIX C PROJECT BUDGET

Organization: Santa Clara Valley Transportation Authority						TOTAL PROJECT COST				SCVWD GRANT FUNDING				
Project Title: Keep Santa Clara Valley Beautiful						Total Project Costs (For Service Period)	Grantee Project Contributions (Local Match)	Other Project Contributions	SCVWD Grant Request (Grant)	TASK 1 Planning - Consultant	TASK 2 Design - Uninstall	TASK 3 Construction	TASK 4 Project Management	TASK 5 Etc
						\$105,625	\$21,125	\$ -	\$84,500	(NOTE: Specific tasks at discretion of Grantee; however, tasks should directly be to Appendix A)				
Personnel Services (Project Administration & Management) (Applying Fixed/Basic Rate Only - Total Rate - Variable/Benefit Rate)														
		Salary Hourly Rate (Fixed)	Salary Hours	Salary Amount	Benefits Rate %	Salaries + Benefits Amount								
Employee (Classification/Title)														
Senior Transportation Planner		\$ 132.00	40	\$ 5,280.00	\$ -	\$ 5,280.00	\$ 1,320.00	\$ 3,960.00						
Assistant Transportation Engineer (Approx. 5 hrs per month)		\$ 92.00	175	\$ 16,100.00	\$ -	\$ 16,100.00	\$ 4,025.00	\$ 12,075.00						
						\$ 21,380.00	\$ 5,345.00	\$ 16,035.00				\$ 16,035.00		
Indirect Overhead Limited to 10% of Salary - Benefits														
		Salary + Benefits Amount	Indirect Overhead Limit	Grant Qualified Overhead										
			10%											
Planning - Consultant														
	Unit Cost	Unit of Measure	No. of Units	Amount										
Fees (3 years)	\$ 10,000.00	Fee	1	\$ 10,000.00		\$ 10,000.00	\$ 2,500.00	\$ 7,500.00						
Crowd Source Website & App - Data Analytics (VTA)	\$ 5,000.00	Per Year	3	\$ 15,000.00		\$ 15,000.00	\$ 3,750.00	\$ 11,250.00						
Staff Training	\$ 1,000.00	Per Person	4	\$ 4,000.00		\$ 4,000.00	\$ 1,000.00	\$ 3,000.00						
						\$ 29,000.00	\$ 7,250.00	\$ 21,750.00	\$ 21,750.00					
Design/Construction - Procurement and Installation of Signs														
	Unit Cost	Unit of Measure	No. of Units	Amount										
Signs (for 26 locations, 2 signs per location)	\$ 500.00	Each	50	\$ 25,000.00		\$ 25,000.00	\$ 6,250.00	\$ 18,750.00						
						\$ 25,000.00	\$ 6,250.00	\$ 18,750.00				\$ 18,750.00		
Other Costs - Clean-Up Events and Litter Summit Please Describe: Includes cost for marketing materials, public service announcements, supplies and box lunches for up to volunteers.														
	Unit Cost	Unit of Measure	No. of Units	Amount										
Clean-Up Event 1 (Clean-up gear and supplies)	\$ 10,000.00	Each	1	\$ 10,000.00		\$ 10,000.00	\$ 2,500.00	\$ 7,500.00						
Clean-Up Event 2	\$ 5,000.00	Each	1	\$ 5,000.00		\$ 5,000.00	\$ 1,250.00	\$ 3,750.00						
Clean-Up Event 3	\$ 6,000.00	Each	1	\$ 6,000.00		\$ 6,000.00	\$ 1,500.00	\$ 4,500.00						
Litter Summit (Includes cost for event area reservation in addition to event costs listed above.)	\$ 8,000.00	Each	1	\$ 8,000.00		\$ 8,000.00	\$ 2,000.00	\$ 6,000.00						
						\$ 29,000.00	\$ 7,250.00	\$ 21,750.00				\$ 21,750.00		
Grand Totals						\$ 104,380.00	\$ 26,095.00	\$ -	\$ 78,285.00	\$ 21,750.00	\$ 18,750.00	\$ 21,750.00	\$ 16,035.00	\$ -
Contingency						\$ 2,480.00	\$ 1,245.00	\$ (4,970.00)	\$ 6,215.00					

APPENDIX D

6.7.c

Resolution No. 2018.06.14

Re: Approve SANTA CLARA VALLEY TRANSPORTATION AUTHORITY to accept the grant funds under the Safe, Clean Water and Natural Flood Protection Program of 2012 from the SANTA CLARA VALLEY WATER DISTRICT

WHEREAS, the SANTA CLARA VALLEY WATER DISTRICT has enacted the 2018 Safe Clean Water Priority B3 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;

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

RESOLVED, that the **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY** complies with the following:

1. Approves the submission of an Application for grant funds from Priority B3 of the Safe, Clean Water and Natural Flood Protection Program
2. Approves the acceptance of grant funds from Priority B3 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 Nuria Fernandez, General Manager/CEO of SANTA CLARA VALLEY TRANSPORTATION AUTHORITY 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.

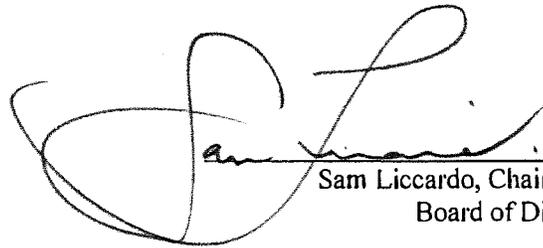
This resolution was adopted by SANTA CLARA VALLEY TRANSPORTATION AUTHORITY on June 7, 2018.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on June 7, 2018 by the following vote:

AYES: Carr, Chavez, Diep, Jones, Khamis, Liccardo, Nunez, O'Neill, Peralez, Vaidhyanathan

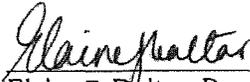
NOES: None

ABSENT: McAlister, Yeager

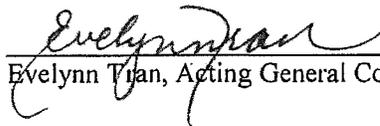

Sam Liccardo, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the foregoing resolution was duly and regularly introduced, passed and adopted by the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

ATTEST:


Elaine F. Baltao, Board Secretary

APPROVED AS TO FORM:


Evelynn Tjan, Acting General Counsel

**APPENDIX F
PAYMENT REQUEST 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):	
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.)	\$
3. SEND PAYMENT TO:	
Grantee Name
Street Address
City, State, Zip Code
Attention
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
FOR SANTA CLARA VALLELY WATER DISTRICT USE ONLY	
PAYMENT APPROVAL SIGNATURE	Date

**APPENDIX G
GRANTS STATUS REQUEST FORM**

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 Payment Request Form:

Agreement Number – As shown on page 1 of the Agreement following execution of the Agreement by both Parties.

Awardee – Name as shown on the Grant Agreement.

Project Title – Title of project for which payment is requested.

1. Type of Payment – Check appropriate box, and submit this form:
 - *Reimbursement* – When Awardee has periodically spent funds to implement the Project, and is requesting reimbursement; or
 - *Final* – When Awardee has completed the Project, and is requesting the final payment.
2. Payment Information:
 - a. Project Grant Amount – The amount of District grant funds allocated to this Project
 - b. Funds Received to Date – Total amount already received for this Project
 - c. Available – (a. minus b.)
 - d. Amount of This Payment Request – Amount that is requested
 - e. Remaining Funds After This Payment – (c. minus d.)
3. Send Payment to: Awardee 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.

Additional Information to supply with Payment Request Form:

- Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
- Attached proof of accomplishments for those tasks being charged against (i.e., draft plans/designs, final plans/designs, environmental documentation, etc.).

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 Supon 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 (\$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	