



**AMENDMENT NO. 1 TO AGREEMENT A4214R  
SANTA CLARA VALLEY WATER DISTRICT  
SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM  
FY 2018 SAFE, CLEAN WATER PROJECT B3 GRANT BY AND BETWEEN  
THE SANTA CLARA VALLEY WATER DISTRICT AND  
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

This Amendment No. 1 (Amendment), retroactively effective on November 10, 2021, amends the terms and conditions of the FY 2018 Safe, Clean Water Priority B3 Grant Program Agreement A4214R (Agreement) dated November 9, 2018, between Santa Clara Valley Water District (District or Valley Water) and Santa Clara Valley Transportation Authority (Grantee), collectively, the Parties.

**RECITALS**

WHEREAS, the Agreement provides for Grantee to receive a grant amount of up to \$84,500 from the 2018 Safe, Clean Water Priority B3 Grant Program for the Keep Santa Clara Valley Beautiful (Project); and

WHEREAS, the Grantee's ability to perform the scope as described in the Agreement was significantly impeded by the State Emergency Services Act, the Governor's Emergency Declaration related to the COVID-19 pandemic, the Governor's Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020; and

WHEREAS, Project activities consist of promoting countywide litter prevention along freeways to minimize contaminants from entering watersheds and cleanup events, which were impacted by COVID-19 pandemic, county health orders, unforeseen events, and inclement weather; and

WHEREAS, the Agreement expired on November 9, 2021, at which time, the Project could not have been completed; and

WHEREAS, Project activities were further delayed by unforeseen and major incidents disrupting Grantee's business; and

WHEREAS, the Grantee requested additional time to achieve project deliverables, and create the final report required to complete the scope of Project; and

WHEREAS, Grantee has invoiced \$3,200 of the total Project grant amount of the originally allotted \$84,500; and

WHEREAS, it is in the public's best interest and the Parties now desire to amend the Agreement to revise Grantee's Project the Scope and Schedule, and to retroactively extend the term of the Agreement to June 30, 2024, to provide time required for the Grantee to complete the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Grantee and Valley Water hereby agree as follows:

1. The Agreement term is hereby extended and the last sentence of Section 2. General Provisions, subparagraph H. Agreement Term, is restated as follows: "This Agreement expires upon the earliest of: Project Completion or on June 30, 2024."

2. Section 2. General Provisions, F. Nondiscrimination, is amended to read as follows:

“1. Valley Water is an equal opportunity employer and requires its Grantee to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, 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. 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 Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and the California Labor Code §1101 and §1102.

3. Grantee must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Grantee must conduct fair, prompt, and thorough investigation of all allegations directed to Grantee by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Grantee must take prompt, effective action against the offender.”

3. Section 4. Miscellaneous Provisions, A. Miscellaneous Provisions, is amended to add the following provision:

“12. Agreement Execution

Unless otherwise prohibited by law or policy of either Party, the Parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term “electronic copy of a signed agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term “electronically signed agreement” means an agreement that is executed by applying an electronic signature using technology approved by Valley Water.”

4. Section 4. Miscellaneous Provisions, B. Notices is revised to state as follows:

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

<b>To Valley Water:</b>	<b>To Grantee:</b>
Rachael Gibson Chief of External Affairs Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118-3686 Email: rgibson@valleywater.org	Casey Emoto Deputy Director Mobility Project Development Santa Clara Valley Transportation Authority 3331 North First Street (Bldg. A) San Jose, CA 95134 Email: casey.emoto@vta.org
<b>Valley Water Contact:</b>	<b>Grantee Contact:</b>
Kristen Yasukawa Program Administrator Designated Project Manager Santa Clara Valley Water District 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2876 Email: kyasukawa@valleywater.org	Eugene Maeda Senior Transportation Planner Santa Clara Valley Transportation Authority 3331 North First Street (Bldg. B, 2nd Floor) San Jose, CA 95134 Phone: (408) 952-4298 Email: eugene.maeda@vta.org

5. Appendix A to the Agreement, Project Scope, is amended to revise the Project Scope and is replaced in its entirety with Revised Appendix A, Project Scope, attached hereto and incorporated herein by this reference.
6. Appendix B to the Agreement, Project Schedule, is amended to revise the Project Schedule and is replaced in its entirety with Revised Appendix B, Project Schedule, attached hereto and incorporated herein by this reference.
7. Appendix C to the Agreement, Project Budget, is amended to revise the Project Budget and is replaced in its entirety with Revised Appendix C, Project Budget, attached hereto and incorporated herein by this reference.
8. Appendix E to the Agreement, Sample Project Invoice Template, is replaced in its entirety with Revised Appendix E, Sample Project Invoice Template, attached hereto and incorporated herein by this reference.
9. Appendix F to the Agreement, Payment Request Form, is replaced in its entirety with Revised Appendix F, Payment Request Form, attached hereto and incorporated herein by this reference.
10. Appendix G to the Agreement, Grant Status Report Form, is replaced in its entirety with Revised Appendix G, Grant Status Report Form, attached hereto and incorporated herein by this reference.
11. Appendix H, Insurance Requirements, is replaced in its entirety with Revised Appendix H, Insurance Requirements, attached hereto and incorporated herein by this reference.

12. All other terms and conditions of Agreement No. A4214R, not amended as stated herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT NO. A4214R THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

**VALLEY TRANSPORTATION AUTHORITY  
"GRANTEE"**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Carolyn Gonot  
General Manager/Chief Executive Officer

APPROVED AS TO FORM:

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Susana Inda  
Title: Assistant Counsel

**SANTA CLARA VALLEY WATER DISTRICT**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Rick L. Callender, Esq.  
Chief Executive Officer

# REVISED APPENDIX A

## Project Scope

### PROJECT DESCRIPTION

Keep Santa Clara Valley Beautiful Project, a collaborative effort between Santa Clara Valley Transportation Authority (VTA), Caltrans, Zero Litter Initiative (ZLI) (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 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 a minimum of 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 of existing programs managed by the 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. 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.

**REVISED APPENDIX A  
Project Scope (continued)**

**2. PROJECT TASKS, DELIVERABLES AND MILESTONES**

**Task 1** – VTA will 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, 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 affiliation agreement with Keep America Beautiful through duration of the Project
- b. Marketing campaign materials, media products, and fact sheets or equivalent translated by VTA in multiple languages
- c. Project 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, if requested, which would include presentations on proposed workplan, progress report and final project summary report

**Task 2** – VTA will procure litter enforcement signs for installation at 15 to 20 most heavily littered freeway interchange locations in Santa Clara County. Caltrans will install the enforcement signs.

*Deliverables:*

- a. Procurement of litter enforcement “No Dumping” signs, as needed, based on available budget, at minimum for 15 locations
- b. Coordinate with Caltrans on installation of signs at selected interchange sites (based on field assessment)
- c. GIS map that shows inventory of litter enforcement sign installation locations
- d. Technical memo that establishes baseline conditions to measure effectiveness of the installation of the litter enforcement signs

**REVISED APPENDIX A  
Project Scope (continued)**

**Task 3** – VTA will coordinate and organize a minimum of three (3) volunteer clean-up events based on safety assessment conducted by Caltrans and input from local jurisdictions/communities to remove trash from selected interchange locations and adjacent waterways and host one (1) countywide regional litter prevention summit.

*Deliverables:*

- a. Hold a minimum of three volunteer cleanup events, with a target of including participants from all cities within the County of Santa Clara
- b. Hold a minimum of one regional summit event
- c. Stakeholder meeting agendas and summaries
- d. Copies of clean-up events and summit announcements and media coverage, if applicable
- e. Summary reports on events and summit with lists of participants, including available demographic information
- f. Participant pre and post-event and summit surveys
- g. Report of gallons or tons of trash picked up per event
- h. Photos from events, before and after, action photos of participants

**Task 4** – Project management and oversight

*Deliverables:*

- a. Invoices, status reports, and meetings 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 through Caltrans annual data reports.
- Implementation of an on-going program with performance measures and monitoring reports that can be incorporated into VTA's Transportation Systems Monitoring Program.
- A change in community behavior towards the environment and an increase in level of community participation to keep the freeways and waterways clean through pre and post event and summit surveys.

**REVISED APPENDIX A  
Project Scope (continued)**

**4. PROJECT TEAM (KEY MEMBERS)**

- Senior Transportation Planner, Santa Clara VTA
  - Project Manager, responsible for project oversight and execution of grant
- Transportation Engineer, Santa Clara VTA
  - Assistant, responsible for managing daily tasks
- Maintenance Manager, and other staff members, Caltrans District 4
  - Partner Agency, responsible for overseeing and managing work related to Caltrans

**5. PROJECT OPERATIONS AND MAINTENANCE**

Caltrans will maintain the signage and monitor litter after program.

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**REVISED APPENDIX B  
Project Schedule**

<b>TASK NO.</b>	<b>DELIVERABLES</b>	<b>START DATE</b>	<b>END DATE</b>
1	Keep Santa Clara Valley Beautiful Program affiliation agreement with Keep America Beautiful, marketing materials, project website, stakeholder meetings, and presentations if requested	1/1/2019	5/30/2024
2	Procure and install enforcement signs at 25 locations with report on measure of effectiveness	2/1/2019	5/30/2024
3	Organize a minimum of 3 community volunteer cleanup events	11/1/2021	5/30/2024
4	Submit invoices and status reports as required	Duration of Project	

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# REVISED 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	Grantee Project Contributions	Other Project Contributions	SCVWD Grant Request	TASK 1	TASK 2	TASK 3	TASK 4				
						(For Service Period)	(Local Match 20%)		(Grant)	Planning - Consultant	Design - Procurement/ Installation	Cleanup Events	Project Management				
						\$105,625	\$21,125	\$ -	\$84,500	[NOTE: Specific tasks at discretion of Grantee, however, tasks should directly tie to Appendix A.]							
Personnel Services (Project Administration & Management)																	
(Applying Fixed/Base Rate Only = Total Rate - Variable/Benefit Rate)						Salary	Salary	Salary	Benefits								
						Hourly Rate (Fixed)	Hours	Amount	Rate								
Employee (Classification/Title)						Rate (Fixed)	Hours	Amount	%								
Assistant Transportation Engineer						\$ 100.00	213.8	\$ 21,380.00	\$ -	\$ 21,380.00	\$ 4,276.00	\$ 17,104.00	\$ 17,104.00	\$ -			
						\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
						\$ 21,380.00	-	\$ -	\$ -	\$ 4,276.00	\$ -	\$ 17,104.00	\$ 17,104.00				
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								
Affiliation + Annual Fees + Project Website						\$ 29,000.00	Bundle	1	\$ 29,000.00	\$ 29,000.00	\$ 5,800.00	\$ 23,200.00	\$ 23,200.00	\$ -			
						\$ 29,000.00	-	-	\$ -	\$ 5,800.00	\$ -	\$ 23,200.00	\$ 23,200.00				
Procurement and Installation of Signs						Unit Cost	Unit of Measure	No. of Units	Amount								
Signs (for 25 locations, 2 signs per location)						\$ 500.00	Each	50	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00			
						\$ 25,000.00	-	-	\$ -	\$ 5,000.00	\$ -	\$ 20,000.00	\$ 20,000.00				
Other Costs - Clean-Up Events and Litter Summit						Unit Cost	Unit of Measure	No. of Units	Amount								
Please Describe: Includes costs for cleanup supplies, marketing materials, t-shirts and box lunches-snacks-refreshments for volunteers.																	
Clean-Up Events (minimum 3 events)						\$ 6,000.00	Each	3	\$ 18,000.00	\$ 18,000.00	\$ 3,600.00	\$ 14,400.00	\$ 14,400.00	\$ -			
Countywide Collaboration Summit						\$ 11,000.00	Each	1	\$ 11,000.00	\$ 11,000.00	\$ 2,200.00	\$ 8,800.00	\$ 8,800.00	\$ -			
Supplies and materials										\$ 996.00	\$ -	\$ 996.00	\$ 996.00	\$ -			
						\$ 29,000.00	-	-	\$ -	\$ 5,800.00	\$ -	\$ 24,196.00	\$ 24,196.00	\$ -			
<b>Grand Totals</b>										<b>\$ 104,380.00</b>	<b>\$ 20,876.00</b>	<b>\$ -</b>	<b>\$ 84,500.00</b>	<b>\$ 23,200.00</b>	<b>\$ 20,000.00</b>	<b>\$ 41,300.00</b>	<b>\$ -</b>

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## REVISED 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
<b>FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY</b>	
PAYMENT APPROVAL SIGNATURE	Date
PRINT NAME & TITLE:	

**REVISED APPENDIX F**  
**Payment Request Form (continued)**

**INSTRUCTIONS**

Invoices will be accepted through Valley Water's Fluxx Grants Management Portal. Contact Valley Water Grants staff to coordinate.

Failure to submit an accurate financial invoice in a timely manner may result in payments being withheld, delayed, or denied, and will result in payment delays.

The following instructions correspond to items on the Payment Request Form:

**Agreement Number** – as shown on page 1 of the Agreement, entered by Valley Water staff following execution of the Agreement by both Parties.

**Grantee** – 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:
  - a. Reimbursement – when Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or
  - b. Final – when Grantee has completed the Project and is requesting the final payment.
2. Payment Information:
  - a. Project Grant Amount – the amount of Valley Water 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: 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 Valley Water staff
7. Additional Information to supply with Payment Request Form:
  - a. Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
  - b. Attached proof of accomplishments for those tasks being charged against (i.e., draft plans/designs, final plans/designs, environmental documentation, etc.).

## REVISED APPENDIX G Grant Status Report 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					

## **REVISED APPENDIX H Insurance Requirements**

**Please Note: Failure to comply with the instructions below could result in a delay in executing the Agreement. Valley Water will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the checklist of documents needed at the end of this Appendix H Insurance Requirements.**

Without limiting the Grantee's indemnification of, or liability to, the Santa Clara Valley Water District ("Valley Water"), 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 as listed below.

Grantee must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Grantee's insurance agent(s) and/or broker(s), who have been instructed by Grantee to procure the insurance coverage required herein.

In addition to certificates, Grantee must furnish Valley Water with copies of all original endorsements affecting coverage required by this 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 Valley Water before the Agreement is effective.** In the event of a claim or dispute, Valley Water has the right to require Grantee's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix H Insurance Requirements.

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

### **CERTIFICATES OF INSURANCE**

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

Grantee shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Program Administrator and email a copy to [valleywater@ebix.com](mailto:valleywater@ebix.com) and [grants@valleywater.org](mailto:grants@valleywater.org).

The certificates will:

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

3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District  
Attention: Risk Manager and Grants & Partnerships Program  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement No. XXXXX**

**IMPORTANT: The agreement number must be included.**

4. In the Description of Operations/Locations/Vehicles/Special Items Box:
  - a. Certificate Holder shall be named as Additional Insured;
  - b. Valley Water agreement or project number shall appear;
  - c. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
  - d. Waiver of Subrogation must be indicated as endorsed to all policies.

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

#### **MAINTENANCE OF INSURANCE**

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

#### **RENEWAL OF INSURANCE**

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

Grantee shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: [valleywater@ebix.com](mailto:valleywater@ebix.com) and [grants@valleywater.org](mailto:grants@valleywater.org)
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District  
Attention: Risk Manager and Grants & Partnerships Program**

FY 2018 Safe, Clean Water Project B3 Grant Program  
Valley Water/Santa Clara Valley Transportation Authority–Keep Santa Clara Valley Beautiful  
Amendment No. 1 to Agreement A4214R  
Ver. 07/14/2022

**5750 Almaden Expressway  
San Jose, CA 95118  
Agreement No. XXXXX**

**IMPORTANT: The agreement number must be included.**

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

## **REQUIRED COVERAGES**

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

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

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

General Liability insurance must:

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

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

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

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

**Excess or Umbrella policies** may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits; however, all such policies must contain a primacy clause (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 Valley Water.

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

**GENERAL REQUIREMENTS**

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

- 1. Additional Insured Endorsement(s):** Grantee must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc., arising out of the named insureds' activities and work. **NOTE:** This section does not apply to the Workers' Compensation.
- 2. Primacy Clause:** Grantee will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Grantee's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
- 3. Cancellation Clause:** Grantee will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
- 4. Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is

approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Grantee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Grantee agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subcontractors:** The Grantee shall secure and maintain or shall be responsible for ensuring that all subcontractors performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Grantee for the benefit of Valley Water must not be deemed to release or limit any liability of Grantee. Damages recoverable by Valley Water for any liability of Grantee must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to Be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Grantee agrees to waive subrogation against Valley Water to the extent any loss suffered by Grantee is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Grantee agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Grantee in the event of material noncompliance with the insurance requirements outlined above.

## CHECK LIST OF DOCUMENTS NEEDED

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

Appendix H, StandardGrantsGL\_rev. 07.28.20.

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