

SANTA CLARA VALLEY WATER DISTRICT

Safe, Clean Water and Natural Flood Protection Program

2018 SAFE, CLEAN WATER PRIORITY "A" GRANT PROGRAM

This 2018 Safe, Clean Water Priority A Grant Program Agreement (Agreement), effective upon full execution, is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a California special district (District) and TRUST FOR CONSERVATION INNOVATION DBA MULTIPLIER, a California non-profit corporation (Grantee), which is the administrator and fiscal sponsor of WaterNow for purposes of the Project Grant Amount. 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 BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES (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 Priority A Grant Program (Grant Program), focused on ensuring a safe, reliable water supply for the future.
- D. On September 26, 2017, the District's Board of Directors approved the use of District funds for the Grant Program and authorized the District's Chief Executive Officer to execute grant agreements.
- E. District desires to grant funds to Grantee for the purposes of having Grantee act in the capacity of administrator and fiscal sponsor for WaterNow.
- F. On November 27, 2017, 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 Grantee's BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES (see Appendix D, Resolution).
- G. Grantee submitted an application to the District's Grant Program for its BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF "SMART HOME" DEVICES to conduct certain innovative water conservation related activities.
- H. In May 2018, the District Board of Directors approved the BEYOND LEAK DETECTION: EVALUATING WATER CONSERVATION AND LEAK NOTIFICATION BENEFITS OF

"SMART HOME" DEVICES, allocating the Project Grant Amount not to exceed \$50,000 to Grantee.

- I. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of \$50,000 and any additional funds necessary to complete the Project will be supplied by the TRUST FOR CONSERVATION INNOVATION DBA MULTIPLIER.

The Parties agree to the following terms and conditions:

Section 1. General Provisions

A. Definitions

1. Agreement: This Agreement 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.
2. Application: The 2018 Safe, Clean Water Priority A Grant Program application and accompanying attachments submitted to the District for the District's Grant Program.
3. District: Santa Clara Valley Water District.
4. Grantee: TRUST FOR CONSERVATION INNOVATION DBA MULTIPLIER, which is the administrator and fiscal sponsor of WaterNow for purposes of managing the Project Grant Amount.
5. Grant Program: 2018 Safe, Clean Water Priority A Grant Program.
6. Project: Grantee's Project as described in Appendix A, Project Scope, approved for a grant award by the District's Board.
7. Project Completion: Project completion per requirements stated in Section 1. General Provisions, G. Project Completion.
8. Project Grant Amount: The amount of Grant funds allocated by the District's Chief Executive Officer to Grantee for the Project as specified in Recital G of this Agreement.
9. Project Performance Period: The Project period commencing with full execution of this Agreement by both Parties and expiring as stated in Section 1. General Provisions, H. Agreement Term.
10. 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.
11. Total Project Cost: The full cost of the Project, including funds from all funding sources, as identified in Appendix B, Project Schedule and 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 of the District. Such request must be submitted in writing to the District Contact, per Section 3. Miscellaneous Provisions, A. Miscellaneous Provisions, Item 5 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 and Appendix B, Project Schedule and Budget.
4. Project Scope and Project Schedule and Budget may only be adjusted pursuant to a written amendment to this Agreement, signed by both Grantee and District in advance of such adjustment. Project Schedule adjustments that do not impact the expiration date of this Agreement may be approved by District without the necessity of a formal amendment to this Agreement.
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 and other appropriate plans.
6. The District will be the lead agency for purposes of California Environmental Quality Act (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. 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 components of the Project.

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 C, Quarterly

Progress and Request for Payment Form. 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 1. 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 [DATE], 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 reporting will end with submittal of Project Completion packet (see Section 1. General Provisions, G. Project Completion).

D. Termination of the Agreement

1. Grantee may unilaterally terminate this Agreement at any time prior to District disbursement of Grant Program funds by providing 30 days written notice to District.
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

Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify District, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of the Liabilities arise out of, pertain to, or relate to the Grantee's performance of this

Agreement or obligations stated herein, whether or not such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the negligence or willful misconduct of the District. The foregoing does not limit any strict liability imposed onto the Grantee by law or liability resulting from the sole negligence of the District.

F. Nondiscrimination

Anti-Discrimination—The District is an equal opportunity employer and requires all parties it contracts with 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 sub-consultant, employee, or applicant for employment, in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay, or other forms of compensation, or against any other person, on the basis of race, color, religion, ancestry, gender, national origin, age (over 40), marital status, medical condition (including cancer), pregnancy, parental status, the exercise of family care leave rights, political affiliation, sexual orientation, gender identity, special disabled veteran status, Vietnam Era veteran and all other Veteran status, or because of a physical or mental disability (including, HIV and AIDS). 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 American Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); and California Labor Code Sections 1101 and 1102."

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-c below to the District Contact and it must include:
 - a. Final Payment Request/Invoice
 - b. Final Report, including documentation of accomplishments, water savings achieved, and reliability of the Project.
 - c. Written communication from Grantee stating that Project is complete, including list of tasks completed and signature by authorized representative.
2. District conducts final on-site Project inspection as deemed necessary.
3. District processes Grantee's invoice for final payment.

H. Agreement Term

1. 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 1. General Provisions, G. Project Completion; or June 30, 2020.

I. Insurance Provisions

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

Section 2. Financial Provisions

A. Accounting and Audit Requirements

1. Grantee agrees to be the fiscal sponsor and administrator for WaterNow for purposes of the Project Grant Amount.
2. 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. AVOID AUDIT EXCEPTIONS—KEEP ACCURATE RECORDS.
3. 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 relevant 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. Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
4. Grantee's detailed budget is included as Appendix B, Project Schedule and 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.
5. 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/debarlst.htm> demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.

6. 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.

B. Eligible Costs

Total Project Grant Amount is not-to-exceed that amount identified in Recital G of this Agreement, and will be disbursed to Grantee according to the terms and conditions as stated in Section 2. 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.
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. 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 projects must not exceed the Grantee's established rates for similar positions.
4. 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.
5. Signs and Interpretive Aids—The cost of signs, display boards, or other minor interpretive aids relating to the Project are eligible.
6. 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 Request for Payment Forms as necessary, but not more often than monthly.
2. After Grantee completes the Project, Grantee submits the Project Completion Packet (see Section 1. General Provisions, G. Project Completion) and the Quarterly Progress and Request for Payment Form (Appendix C) for the final payment.

PAYMENT REQUEST PROCESS		
PAYMENT TYPE	WHEN TO SUBMIT IT	SUPPORTING DOCUMENTATION TO SEND TO PROJECT OFFICER
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">• Quarterly Progress and Request for Payment Form (Appendix C)• 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 1. General Provisions, G. Project Completion)

D. Invoicing

1. Grantee shall submit a completed Quarterly Progress and Request for Payment Form (Appendix C) 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 and Budget (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 Project Manager.

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 3. 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 electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.
5. Grantee's request(s) for modification(s) to the Project Scope, and Project Schedule and 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, and Project Schedule and 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. An amendment to this Agreement, extending its Term, must be executed in full prior to the original expiration date as stated in Section 1. 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 and Budget), C (Quarterly Progress and Request for Payment Form), D (Resolution), and E (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 2. Financial Provisions, B. Eligible Costs, C. Payment Request Process, and D. Invoicing, shall survive 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, item 1.

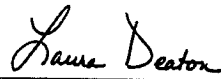
B. Notices

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:

<p>Contact: Sherilyn Tran Program Administrator Office of Civic Engagement 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-2772 E-mail: STran@valleywater.org</p>	<p>Grantee Contact: Laura Deaton Executive Director Trust for Conservation Innovation DBA Multiplier 405 14th Street, Suite 164 Oakland, CA 94612 Phone: (415) 421-3774 E-mail: laura@t4ci.org</p>
---	---


TRUST FOR CONSERVATION
INNOVATION DBA MULTIPLIER

Date: 06/11/2018

By: 
Laura Deaton
Executive Director

SANTA CLARA VALLEY WATER
DISTRICT

Date: 6/26/18

By: 
Norma J. Camacho
Chief Executive Officer

APPENDIX A

PROJECT SCOPE

According to the U.S. EPA, household leaks account for 1 trillion gallons of water waste nationwide every year¹. National studies indicate that, on average, 14% of the water treated by water systems in the U.S. is lost to leaks, with some water systems reporting water losses exceeding 60%¹. On average, 13% of indoor water use is lost to leaks². For water utilities that haven't adopted Advanced Metering Infrastructure (AMI), water meters are typically read monthly or bimonthly, and an abnormally high water bill is often the first indication that a customer might have a leak. As a result, leaks often go undetected for a significant period of time.

As a nonprofit organization seeking to advance water efficiency and conservation, WaterNow Alliance (WaterNow or WNA) has explored technologies available to assist customers in proactively identifying and fixing leaks to reduce water waste. Our comprehensive review in early 2017 of leak detection devices included the limited number of household devices currently on the market and a handful that were in beta testing, scheduled for release in late 2017 and early 2018. The newest devices utilize advanced technology with improved features such as: 1) smart phone apps that increase accessibility and ease of use; 2) continuously learning customer water consumption behavior to more accurately identify leaks; and 3) many include remote shutoff capabilities through smart phone apps to prevent potentially significant water waste and/or property damage.

Similar to AMI, next-generation leak detection devices also encourage conservation by providing real time water consumption data to customers – raising water use awareness and allowing customers to make more informed decisions about how they use water. An independent study found that East Bay Municipal Utilities District customers reduced water use by 5%, on average, when provided detailed water consumption data through the WaterSmart Software³. This is on par with the level of household energy savings that has been reported following installation of Nest® learning thermostats⁴, with Bonneville Power Authority reporting a 4% overall energy savings in a recent study.

The purpose of this pilot study is to characterize the typical water savings – both from leak detection and water conservation behavior – that households experience following installation of a next-generation leak detection device. The study will evaluate two devices found to have design features well-suited to encouraging water conservation: Flo (Flo Technologies) and an additional device manufacturer that will be selected if WaterNow is awarded the grant. There are a handful of devices that have recently entered the market or are in still in beta testing that would be a good fit for this pilot study, including, but not limited to, Buoy, FLUID, Flume Technologies, and Phyn. The Flo device and others that are in development monitor flow in the home's water main to detect abnormal or consistent flow that may be indicative of a leak.

¹ <https://www.epa.gov/watersense/fix-leak-week>

² Residential End Uses of Water, V2: Executive Report, Water Research Foundation

³ <http://www.ebmud.com/about-us/news/press-releases/new-technology-reduces-home-water-use-5-percent/>

⁴ <https://www.bpa.gov/EE/Utility/research-archive/Documents/BPA-FPUD-Nest-Thermostat-Pilot-Savings-Assessment.pdf>

A. General Description

Goals, Objectives and Strategies for Achieving Them

WaterNow is pleased to partner with the Bay Area Water Supply & Conservation Agency (BAWSCA) to recruit partnering water agencies and participating households for the pilot study. BAWSCA is a special district that represents the interests of 24 cities and water districts and two private utilities that are long term purchasers of wholesale water from the City and County of San Francisco's Regional Water System.

The following section details the pilot study objectives and our strategies for achieving them.

Objective 1: Install a minimum of 40 leak detection devices in homes to be monitored for a period of 1 year

A minimum of 40 devices, 20 of each model, will be purchased and installed in Santa Clara County homes to be monitored for a period of 12 months. An additional 40 Santa Clara County homes (or equivalent number if more devices are obtained) will be selected for the control group. Households in the control group will be selected based on characteristics (e.g. household size, irrigable land, etc.) and water use patterns that are similar to the study participants. To the maximum extent practicable, the participant group and control group will have similar baseline water use metrics. The purpose of the control group is to assist in evaluating to what degree the changes in water use observed among the participant group are attributable to the installed devices. The participants and control group will be monitored under the same conditions that might influence water consumption behavior (e.g. weather, temperature, and water use restrictions).

Objective 2: Evaluate the efficacy of leak detection devices to help customers proactively identify and fix leaks

The primary function of the leak detection devices that will be selected for this study is to assist customers in proactively identifying leaks so that they can be fixed in a timely manner, reducing water waste and potential property damage. To participate in the pilot study and receive a free leak detection device, customers will be required to sign an agreement allowing leak alerts to be shared with the project partners for the duration of the project. Customers will be contacted after a leak alert has been sent to determine: 1) whether the device correctly identified a leak; 2) the cause of the leak; and 3) the flow rate of the leak. Collecting data on possible false leak alerts, sources of leaks and the severity of leaks (flow rate) will help water agencies evaluate the overall leak detection benefits of the devices. WaterNow will coordinate with BAWSCA and the participating member agencies to define the means of customer contact and communication protocol prior to the start of the pilot. If requested by the participating member agency, WaterNow will manage customer contact and communication regarding questions, comments, leak concerns, etc. that arise during the course of the pilot.

Objective 3: Evaluate and quantify the potential for the devices to change customer water use behavior

A secondary, but equally beneficial, function of these devices is help customers conserve water. The devices selected for this study use algorithms to learn water consumption behavior over time and provide real-time water use data through accessible smart phone apps, allowing customers to better understand how water is

used in their household and pinpoint water waste and water savings opportunities. The devices offer additional features that promote water conservation, such as tools that enable the customer to create personalized conservation goals and set alerts for local watering restrictions.

Two methods will be used to assess the potential for the devices to influence water use behavior and encourage conservation – baseline metrics and control group comparisons. For the baseline metrics, each participant's monthly water usage will be compared to their three-year historical averages to determine if there has been a change in water use behavior. If a high degree of variability exists over the three years of historical water use, an additional two years will be sourced. Participants will be asked to complete a short survey prior to the start of the study to assess whether significant household changes that could impact water use have occurred over the three previous years or are likely to occur during the one-year study (e.g. number of people in the house or significant landscape changes). For control group comparisons, a group of at least 40 single-family residential accounts (or a number equal to that of the participants) in Santa Clara County will be selected with the assistance of the participating member agencies. The purpose of the control group is to help determine whether outside factors might be influencing water consumption behavior. Monthly water use for both groups will be compared to their historical average. A two-tailed unpaired t-test will be used to compare the mean change in water use of the participant group and control group to determine if there is a statistically significant difference.

Objective 4: Evaluate customer satisfaction with using the leak detection devices

To evaluate the user experience, participants will be asked to fill out a short survey on a quarterly basis. A survey link will be sent via email or text to study participants.

Objective 5: Evaluate the advantages and disadvantages of each device

The data gathered throughout the study will be used to assess the advantages and disadvantages of the two devices related to the four objectives listed above: 1) customer interest; 2) leak detection; 3) encouraging water conservation; and 4) user experience.

1. Customer Interest: The participant recruitment stage of the pilot study will provide valuable information regarding the general public's interest in these devices. While interest is expected to be high, the devices have differing components and features that may influence their appeal to consumers.

2. Leak Detection: The Flo device and other potential device candidates utilize different procedures for sending leak alerts. For example, one device categorizes the leak severity based on flow rate and uses increasingly urgent methods to alert the customer as the severity increases. Another device allows the customer to set a threshold for the duration and flow rate of a leak, and all alerts are delivered in the same manner through a smart phone app.

3. Encouraging Water Conservation: Similar to leak alerts, leak detection devices use different strategies to encourage water conservation. The Flo device learns water use patterns and compares real time usage to historical water use, time of day, day of the week and household occupancy. Another device disaggregates customer water use into relevant categorization of household fixtures and appliances such as showers, sinks, dishwashers, and clothes washers. This detailed information gives the user a better understanding of where they use water and where they might be able to cut back. The

pilot study will help the project partners understand which methods are most effective at encouraging water conservation.

4. User Experience: Flo and other potential devices offer different features and provide unique user experiences. The quarterly surveys will be used to determine if either device or certain features are preferred over the other.

Objective 6: Provide analysis and insights to inform the design of existing and/or future conservation programs

As these next-generation customer-side leak detection devices become broadly available, many water agencies may consider offering incentive programs, such as rebates, to encourage greater adoption of these devices in their communities. Throughout the course of the study detailed information will be collected regarding the frequency and cause of leaks, as well as how real-time water use information may influence a customer to change how much water they use. Our summary and analysis of this data will provide baseline information to help water agencies make informed decisions about augmenting existing or planned conservation programs to cover these devices. If the devices used in this study are able to accurately identify leaks and prevent water waste, water agencies may decide to add these, or similar devices to the list of efficiency tools eligible for rebates. Information gained through this study might also influence decisions about other conservation programs. For example, if the study finds that leaks most frequently occur in irrigation systems, water agencies may decide to increase investment in rebates for smart irrigation controllers.

1. Specific staff (working titles at a minimum) for the Project team

Danielle McPherson, Water Resource Specialist, WaterNow Alliance

Walt Wadlow, Director of Utility Relations, WaterNow Alliance

Cynthia Koehler, Executive Director, WaterNow Alliance

Tom Francis, Water Recourses Manager, Bay Area Water Supply and Conservation Agency

Andree Johnson, Senior Water Resources Specialist, Bay Area Water Supply and Conservation Agency

B. Tasks and Subtasks

The major tasks and deliverables of the pilot study are described below, broken into three phases: (i) pre-installation deliverables; (ii) device installation; and (iii) post-installation tasks.

Phase I: Pre-Installation Tasks

1. Execute Agreements

WaterNow will work with the Santa Clara Valley Water District to execute the Grant Agreement in a timely manner. In parallel, WaterNow will develop and execute an agreement with BAWSCA to cement partner roles and responsibilities.

2. Identify Ideal Participant Pool

WaterNow, BAWSCA, and the participating agencies will work together to characterize the desired household groups (e.g. high water users, customers that have experienced past leaks, etc.) and establish the target number of households per group.

3. Select Partner Agencies with BAWSCA

WaterNow, with assistance from BAWSCA, will engage two agencies in Santa Clara County that are interested in participating in the pilot study. WaterNow will develop and execute an MOU with the partner agencies to establish partner roles and responsibilities. WaterNow anticipates that participating agencies will be identified by the end of July 2018.

4. Identify Installation Contractors

WaterNow will identify a certified contractor(s) appropriate to install the devices in participating homes. The two leak detection manufacturers will provide the contractor(s) with information and training on how to install the devices. The installation contractors will in turn train participating customers to use the device and smart phone app.

No liability as associated with the devices, including their installation, maintenance, etc. will be held by WaterNow, BAWSCA, SCVWD or the partnering agencies.

5. Recruit Participants

WaterNow and the participating agencies, in collaboration with BAWSCA, will recruit household participants for the pilot study. Recruitment methods may include billing inserts, emails, targeted outreach to customers that have had past leaks, the participating agency website and social media channels (Facebook, Twitter, etc.). WaterNow will develop recruitment materials, to be approved by SCVWD, that the participating agencies can brand and customize for their use.

As participating households are confirmed they will be asked to sign the SCVWD approved data sharing agreement, allowing: 1) the leak detection device manufacturer to share leak alerts with the project partners; and 2) the water provider to share historical water use data and monthly water use data with the project partners for the duration of the project.

6. Identify Control Group Households

WaterNow will work with the participating agencies to identify single-family residential accounts with characteristics similar to the pilot study participants for the control group. Characteristics may include but are not limited to: 1) household size (number of bedrooms & bathrooms); 2) area of irrigable land; and 3) water consumption behavior.

Phase II: Device Installation

7. Purchase Devices and Oversee Installation

WaterNow will purchase a minimum of 40 devices (total) from the two different manufacturers and provide them to the selected installation contractor(s). Participating households will be responsible for scheduling appointments with the pre-approved installers within a specified period of time. No installation will take place without an executed liability waiver signed by an authorized person in each participating household holding WaterNow, BAWSCA, SCVWD and the partnering agencies harmless with regard to any actions or impacts stemming from that household's participation in the study including any property damage associated with the installation or operation of the devices.

The contractor(s) will be required to submit documentation verifying that the devices were installed in the correct locations. The contractor(s) will also be expected to train participating

customers on how to use their particular device and smart phone app. WaterNow will review documentation provided by the contractors and confirm that the devices were installed at the proper location before issuing payment for installation services.

8. Develop Historical Baseline Metrics

The participating agencies will provide WaterNow with the most recent three years of monthly water use data for the study households and the control group assuming all required agreements have been secured by WaterNow.

Phase III: Post-Installation Tasks

9. Monitoring and Data Collection

For the duration of the study, the partnering agencies will collect monthly water use data for study households and the control group and share this information with WaterNow. The partnering agencies and WaterNow will determine a mutually agreed upon frequency at which this information will be provided (e.g. monthly, every two months or quarterly). WaterNow will collect leak alert information (e.g. cause of leak) provided by the leak detection device manufacturers.

10. Review and Analysis of Data

WaterNow will review the leak alert information to determine whether there was the likelihood of a leak and what the cause of the leak was. This may be done through phone calls, automated emails or texts to the relevant households. WaterNow will use monthly water use data to quantify the extent to which the leak detection devices are able to influence customer water use. Participating households will be asked to complete a quarterly survey to provide data about the user experience. Responses will be compared: 1) to others with the same device to determine if there is general consensus within the group; 2) to responses from households with a different leak detection device to determine if one device is preferred over the other; and 3) over time to determine if there's a change in user experience through the duration of the study.

11. Quarterly Reporting

WaterNow will submit quarterly reports per grant guidelines. A copy of the Quarterly Progress and Request for Payment form is provided in Appendix C. Copies of the quarterly reports will also be provided to BAWSCA and the participating product manufacturers.

12. Draft Final Report

WaterNow will draft the final report for review and comment by SCVWD, BAWSCA and the participating agencies no later than 30 days before the expiration of the Grant Agreement.

13. Final Report

WaterNow will create the final report incorporating feedback from SCVWD, BAWSCA, and the participating agencies. The final report will be submitted on or before the expiration of the Grant Agreement unless otherwise approved by SCVWD.

Report will be printed on white paper, use a 12-point font, have one-inch margins on all sides, and have numbered pages. The report will include the following sections:

A. Title Page – include the following:

- a. Title
- b. Organization's name and contact information (full address)
- c. Contact person's name, title, and contact information (telephone, email)

- d. Date
- e. Funding source, e.g. "Funded by: Santa Clara Valley Water District, Safe, Clean Water and Natural Flood Protection Program, Priority A2: Innovative Water Conservation Research Grants, Grant I.D. No. (if applicable)"
- B. Summary/Abstract – briefly state within a 250-word paragraph the following:
 - a. Study purpose or question investigated
 - b. Basic methodology used
 - c. Major findings
- C. Introduction
 - a. State the purpose of the work or the question the study is intended to address, and its relation to water conservation. If applicable, state any expected outcomes (hypotheses).
 - b. Establish the context of the work being reported, justification for the study, and provide any relevant background information, including defining relevant technical terms necessary to understand the study.
- D. Methods – describe the study approach, including:
 - a. Location and description of study site
 - b. Experimental design- including number of treatments and replication, controls, measurements taken, number of samples and sampling protocol, etc.
 - c. Any assumptions made for the purpose of determining results or water conserved
 - d. Description of any statistical procedures used
 - e. Photos of the project (optional). Photos should be captioned.
- E. Findings/Results - describe the results that were obtained during the course of the study. This section should include
 - a. Relevant table and/or figures
 - i. Figures/tables should be titled
 - ii. Units should be described
 - iii. Axes should be labeled
 - b. Results should be reported neutrally and reference any tables and figures included in the paper.
 - c. Amount of water conserved. State whether this is an estimation or measurement.
- F. Discussion - Interpretation of the data, progress made toward the stated goals, and how the results answer the original question or support/reject the hypothesis. Here the results may be explained and you may speculate on trends, possible causes, lessons learned, and conclusions.
- G. Recommendations or Next Steps
 - a. Plans for future work or study
 - b. Possible applications
 - c. Plans to communicate/share outcomes and lessons with others, if applicable
- H. Grant Funding - Describe whether all the grant funds were spent as expected.

APPENDIX B

PROJECT SCHEDULE AND BUDGET

Water Conservation Research Project Schedule & Budget					
Clarify steps, timeline, and costs of project for the review panel. Tasks can be general categories such as "experimental site selection, data analysis, etc." or more specific					
Task #	Task Description	Total Estimated Cost of Task	Grant Funding Requested	Planned Start Date	Planned Completion Date
	Phase I: Pre-Installation Tasks				
1	Execute Agreement with SCVWD	\$1,038	\$779	5/9/18	6/30/18
2	Select Partner Agencies with BAWSCA	\$1,779	\$1,335	7/1/18	9/30/18
3	Identify Installation Contractors	\$576	\$432	7/1/18	9/30/18
4	Identify Ideal Participant Pool	\$1,151	\$863	10/1/18	10/15/18
5	Recruit Participants ⁵	\$3,682	\$2,762	10/1/18	12/31/18
6	Identify Control Group Households	\$1,527	\$1,145	10/1/18	12/31/18
	Phase II: Device Installation				
7	Purchase Devices and Oversee Installation	\$34,630	\$25,970	10/1/18	12/31/18
8	Develop Historical Baseline Metrics	\$461	\$346	11/1/18	12/31/18
	Phase III: Post-Installation Tasks				
9	Monitoring and Data Collection	\$9,036	\$6,777	11/1/18	12/31/19
10	Review and Analysis of Data	\$7,345	\$5,509	11/1/18	12/31/19
11	Reporting Quarterly	\$1,381	\$1,036	7/1/18	12/31/19
12	Draft Final Report	\$3,025	\$2,269	1/1/20	1/31/20
13	Final Report	\$1,036	\$777	2/1/20	2/28/20
	Total	\$66,667	\$50,000	5/9/18	2/28/20

⁵ Participant recruitment may take more than the anticipated three months. If this is the case, recruitment, device installation, and identification of corresponding control group account will be a rolling exercise. Data analysis will also be on a rolling schedule so a full 12-months of data will be collected for each participant and corresponding control group account.

APPENDIX C

QUARTERLY PROGRESS AND REQUEST FOR PAYMENT FORM

GRANT:																						
AGREEMENT NO.:	GRANTEE:																					
WATER CONSERVATION RESEARCH PROJECT TITLE:																						
1. TYPE OF PAYMENT: Reimbursement Final																						
2. PAYMENT INFORMATION (Round all figures to the nearest dollar): <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 60%;">a. Water Conservation Research Project Amount</td> <td style="width: 5%;">\$</td> <td style="width: 35%;"></td> </tr> <tr> <td>b. Funds Received to Date</td> <td>\$</td> <td></td> </tr> <tr> <td>c. Available (a. minus b.)</td> <td>\$</td> <td></td> </tr> <tr> <td>d. Amount of This Request</td> <td>\$</td> <td></td> </tr> <tr> <td>e. Less 10% Retention (10% of d.)</td> <td>\$</td> <td></td> </tr> <tr> <td>f. Payment Amount (d. minus e.)</td> <td>\$</td> <td></td> </tr> <tr> <td>g. Remaining Funds After This Payment (c. minus d.)</td> <td>\$</td> <td></td> </tr> </table>		a. Water Conservation Research Project Amount	\$		b. Funds Received to Date	\$		c. Available (a. minus b.)	\$		d. Amount of This Request	\$		e. Less 10% Retention (10% of d.)	\$		f. Payment Amount (d. minus e.)	\$		g. Remaining Funds After This Payment (c. minus d.)	\$	
a. Water Conservation Research Project Amount	\$																					
b. Funds Received to Date	\$																					
c. Available (a. minus b.)	\$																					
d. Amount of This Request	\$																					
e. Less 10% Retention (10% of d.)	\$																					
f. Payment Amount (d. minus e.)	\$																					
g. Remaining Funds After This Payment (c. minus d.)	\$																					
3. SEND PAYMENT TO: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">Grantee Name</td> <td style="width: 70%;"></td> </tr> <tr> <td>Street Address</td> <td></td> </tr> <tr> <td>City, State, Zip Code</td> <td></td> </tr> <tr> <td>Attention</td> <td></td> </tr> </table>		Grantee Name		Street Address		City, State, Zip Code		Attention														
Grantee Name																						
Street Address																						
City, State, Zip Code																						
Attention																						
4. TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION: Title																						
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION: Date																						
FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY																						
6. PAYMENT APPROVAL SIGNATURE: Date																						

PAYMENT REQUEST FORM 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.

Grantee—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:

Reimbursement—When Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or

Final—When Grantee has completed the Project, and is requesting the final payment.

2. **Payment Information:**

- a. **Water Conservation Research Project Grant Amount**—The amount of District grant funds allocated to this Water Conservation Research Project
- b. **Funds Received to Date**—Total amount already received for this Water Conservation Research Project
- c. **Available**—(a. minus b.)
- d. **Amount of This Payment Request**—Amount that is requested
- e. **Less 10% Retention** (10% of d.)
- f. **Payment Amount** (d. minus e.)
- g. **Remaining Funds After This Payment** (c. minus 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 District staff.

Additional Information to supply with Payment Request Form:

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

Project Name
Cost Tracking by Task #

Task#	Task Description	Total Project Estimate	Grant Funding Requested	Prior Request for Payment	Current Request for Payment	Remaining Grant Funding
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
	Total					0

- Attached documentation to support charges (i.e., subcontractor invoices, receipts, etc.).
- Determination if project is on schedule to meet completion date.
- Any other relevant findings.

APPENDIX D

RESOLUTION

Safe, Clean Water and Natural Flood Protection Program

2018 SAFE CLEAN WATER PROJECT A2 GRANT PROGRAM

Resolution No: 2017-WNA-SCVWD

RESOLUTION OF THE Board of Directors of the Trust for Conservation Innovation
(Title of Grantee's Governing Body)

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

WHEREAS, the Santa Clara Valley Water District has enacted the 2018 Safe Clean Water Project A2 Water Conservation Grant Program, which provides funds for testing of new and innovative water conservation programs and technologies; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Trust for Conservation Innovation __ hereby:
(Grantee's Governing Body)

1. Approves the submission of an Application for local assistance funds from the 2018 Safe Clean Water Project A2 Water Conservation Grant Program under the Safe, Clean Water and Natural Flood Protection Program of 2012;
2. Approves the acceptance of grant funds from the 2018 Safe Clean Water Project A2 Water Conservation Grant Program, upon approval of grant funding for the Water Conservation Research Project by the District's Chief Executive Officer;
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Water Conservation Research Project(s) for which it seeks funding from the 2018 Project A2 Water Conservation Grant Program;
4. Certifies that the Applicant will review and agree to the Special Provisions, General Provisions and Financial Provisions contained in the Agreement; and
5. Appoints the (designated position) Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Water Conservation Research Project.

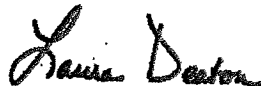
Approved and Adopted on the 27th day of November, 2017.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Trust for Conservation Innovation following a roll call vote:
(Applicant's Governing Body)

AYES 8

NOES

ABSENT



APPENDIX E

INSURANCE- CONTRACTOR-No Construction Risk

Please refer to the insurance requirements listed below.

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the Contractor 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:

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

In addition to certificates, Contractor 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 the contract commences.** In the event of a claim or dispute, District has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

Contractor 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 include:

- a. Coverage that is at least as broad as that found in the standard ISO Form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. 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.
- d. Severability of Interest
- e. Broad Form Property Damage liability
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement

must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of Contractor's insurance and will not contribute to it.

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

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

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

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

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

General Requirements

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

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

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Contractor's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.

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.

6. **Subcontractors:** Should any of the work under this Agreement be sublet, the Contractor must require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractors may insure subcontractors under its own policies.
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:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees on to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation policy, described in Required Coverages above. Contractor agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

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

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

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