

**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 PS Creations, L.L.C., a California limited liability company (Grantee). District and Grantee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding to support Grantee's PlateScape Project (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. On June 19, 2018, the Grantee's [PS Creation Owners] adopted a Resolution authorizing Grantee's application for Grant Program funding and acceptance of the grant, if awarded, for Grantee's PlateScape Project (see Appendix D, Resolution).
- F. Grantee submitted an application to the District's Grant Program for its PlateScape Project to conduct certain innovative water conservation related activities.
- G. In May 2018, the District Board of Directors approved the PlateScape Project, allocating the Project Grant Amount not to exceed \$30,192 to Grantee.
- H. Consistent with application submitted, Grantee has secured funding from Santa Clara Valley Water District in the amount of [\$30,192] and any additional funds necessary to complete the Project will be supplied by the PS Creations.

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: PS Creations
  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.
  - a. If the Grantee is a public agency, the Grantee will be the lead agency for purposes of complying with the California Environmental Quality Act (CEQA). In that case, the Grantee shall complete the CEQA review process and submit required documentation to the District prior to the District disbursing any grant funds.
  - b. The required CEQA documentation must include one of the following: a notice of exemption filed with the County Clerk in the case of an exempted project, or otherwise an environmental impact report, mitigated negative declaration or negative declaration along with a copy of the notice of determination filed with the County Clerk.
  - c. Grantee shall fulfill all the lead agency responsibilities, including consultation with the District and any other applicable responsible agencies. The disbursing of grant funds is contingent on the District completing CEQA review, if required, as a responsible agency.
  - d. If the Grantee is a non-profit entity, the District will be the lead agency for purposes of CEQA. The District may request that the Grantee provide environmental information about the project to assist the District's CEQA review. The disbursing of the grant funds is contingent upon District's completion of the CEQA review.
  - e. For projects subject to CEQA review, the District has not committed to a definite course of action by executing this Agreement and is not limited in any way in exercising any discretion with respect to the Project, including but not limited to (i) considering other feasible alternatives and mitigation measures to avoid or minimize Project impacts, (ii) requiring Grantee to make such modifications deemed necessary to reduce Project impacts, or (iii) determining not to proceed with one or more component of the Project.

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 subconsultant, 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 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.
2. Grantee agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide District, or its agent, with any 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.
3. 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.
4. Grantee must document its eligibility for award and receipt of Safe, Clean Water Grant Funds by verifying it is not included in any current Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs. Exclusion of Grantee from this list, verified at <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm>, demonstrates the Grantee's good status regarding suspension and debarment and eligibility for Grant Program funds.
5. Grantee is responsible for repayment to District of any disallowed cost. Disallowed costs may be identified through audits, monitoring, or other sources of information that become available to the District after the District has satisfied an invoice from Grantee and disbursed Safe, Clean Water Grant funds

*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"> <li>Quarterly Progress and Request for Payment Form (Appendix C)</li> <li>For direct expenses, copies of invoices with all attachments shall be submitted</li> <li>For labor costs, copies of Timesheets shall be submitted</li> <li>For Benefits Costs, a Benefits Rate Calculation will be submitted</li> <li>Documentation of accomplishments (i.e., draft and final plans, designs, etc.)</li> </ul>
Final (10%)	After Grantee has completed the Project	<ul style="list-style-type: none"> <li>Project Completion packet (see Section 1. General Provisions, G. Project Completion)</li> </ul>

**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:

Contact: Sherilyn Tran  
Program Administrator  
Office of Civic Engagement  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Phone: (408) 630-2772  
E-mail: STTran@valleywater.org

Grantee Contact:  
Ryan Kruse, President  
10580 San Marcos Rd.  
Atascadero, CA 93422  
Phone: (805) 975-7111  
E-mail: ryan.platescape@gmail.com

PS Creations

Date: June 19th, 2018

By  
:

*Ryan Kruse*

Ryan Kruse  
President/Co-Founder

SANTA CLARA VALLEY WATER  
DISTRICT

Date:

June 29, 2018

By  
:



Norma J. Camacho  
Chief Executive Officer

## **APPENDIX A**

### **PROJECT SCOPE**

#### **A. General Description**

##### **1.) Goals, Objectives, and Strategies**

Goal: Pilot test the PlateScape as a new technology in restaurants to determine water and energy savings.

Objective: By October of 2019, partner with six restaurants in Santa Clara County to analyze the water and energy use pre-sanitizing plates using the PlateScape versus using traditional practices. This analysis will determine any water and energy savings associated with the PlateScape.

Strategies: Grantee will determine the PlateScape's real world savings by measuring the water and energy used pre-sanitizing plates both with and without a PlateScape. The project will include a control group using current practices to measure water and energy usage, and will have a variable group that will utilize the PlateScape.

##### **2.) Data Collection Strategies**

Grantee will partner with Frontier Energy, formerly known as the Food Service Technology Center, to determine the water and energy savings. Frontier Energy is a company that specializes in energy consulting and testing.

A Frontier Energy Technician will collect water and energy data by timing the spray valve nozzles being used for pre-sanitizing plates. In addition, the amount of water that is used to fill the sink or PlateScape will be measured. This will allow for a comparison to be done. Before and during the test, Frontier Energy or a third party with similar qualifications, will ensure everything is set up and recorded correctly to make sure the data is accurate.

#### **B. Project Tasks**

Below are the deliverable tasks Grantee will complete during this project. Completing each part will be an important milestone to reaching the goal of determining PlateScape's water and energy savings in the real world.

- 1) Manufacture Twelve PlateScapes – a Grantee team headed by Nate Stein, the vice project manager, will oversee this task and it will be completed by August 1, 2018.
- 2) Develop Participation Agreements – these are agreements are between Grantee and participating restaurants and are to be approved by the District. This task will be headed by Ryan Kruse, Project manager for Grantee.
- 3) Experiment Site Selection (i.e. identify restaurants) – this task will be performed by Nate Stein, who will search for one restaurant at a time. Each participating restaurant will sign a District-approved participation agreement allowing Grantee to conduct the necessary tests in their kitchen.

- 4) Establish Test Methodology – this will be completed by Grantee, in cooperation with Frontier Energy. All methodology that is developed must be approved by the District.
- 5) Test Training and Setup – Grantee, Frontier Energy, and the test restaurant will meet prior to test date to review methodology and roles. During the experiment, a Frontier Energy representative and a restaurant employee will collect the necessary data. Grantee will also have a member of the team at the facility during parts of the test to make sure it's running smoothly.
- 6) Test Subject Fee – each participating restaurant will receive \$2,500 as compensation for their time and cooperation.
- 7) Test Technician (Frontier Energy) Fee – Frontier Energy will receive \$2,292 as compensation for their time each test
- 8) Data Analysis – Grantee will analyze all recorded data to determine water and energy savings achieved. Analysis will be broken out by participating restaurant and in aggregate.
- 9) Quarterly Reports – Grantee will submit quarterly reports to District, summarizing activity completed within that quarter and any compensation requested.
- 10) Draft Final Report – Grantee will submit a draft Final Report to the District for review. Draft final report will include all sections included in Task 11.
- 11) Final Report – Grantee will submit a Final Report to the District that incorporates all comments received. Final Report will be printed on white paper, use a 12-point font, have one-inch margins on all sides, and have numbered pages. The Final 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**

Task#	Task Description	Planned Task Start Date	Planned Task End Date	Total Task Cost Estimate	Grant Funding Requested
1	Manufacture 12 PlateScrapes	06/30/2018	08/01/2018	\$3,000	\$0
2	Develop Participation Agreements	06/30/2018	08/01/2018	\$3,000	\$0
3	Experiment Site Selection	07/01/2018	04/19/2019	\$8,000	\$0
4	Establish Test Methodology	07/15/2018	08/01/2018	\$1,440	\$1,440
5	Test Training and Setup	08/18/2018	04/20/2019	\$11,400	\$5,400
6	Test Subject Fee	08/18/2018	04/28/2019	\$15,000	\$15,000
7	Test Technician Fee	08/18/2018	04/28/2019	\$8,352	\$8,352
8	Data Analysis	05/01/2019	10/01/2019	\$10,200	\$0
11	Quarterly Reports	Quarterly	10/01/2019	\$0	\$0
12	Draft Final Report	05/01/2019	09/01/2019	\$0	\$0
13	Final Report	05/01/2019	10/01/2019	\$0	\$0
	Total			\$60,392	\$30,192

**APPENDIX C**

**QUARTERLY PROGRESS AND REQUEST FOR PAYMENT FORM**

GRANT:	
AGREEMENT NO.:	GRANTEE:
WATER CONSERVATION RESEARCH PROJECT TITLE:	
1. TYPE OF PAYMENT:	<div style="display: flex; justify-content: space-around;"> <span>Reimbursement</span> <span>Final</span> </div>
2. PAYMENT INFORMATION (Round all figures to the nearest dollar):	
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:	
<i>Grantee Name</i> _____	
<i>Street Address</i> _____	
<i>City, State, Zip Code</i> _____	
4. TYPED OR PRINTED NAME OF PERSON AUTHORIZED BY RESOLUTION:	
	<i>Title</i>
5. SIGNATURE OF PERSON AUTHORIZED BY RESOLUTION:	
	<i>Date</i>
<b>FOR SANTA CLARA VALLEY WATER DISTRICT USE ONLY</b>	
6. PAYMENT APPROVAL SIGNATURE:	
	<i>Date</i>



## 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
						0
	<b>Total</b>					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

Safe, Clean Water and Natural Flood Protection Program

2018 Safe, Clean Water Priority A Grant Program

Resolution No. 1

RESOLUTION OF THE PS Creations Owners\_  
(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 Priority A Grant Program, which provides funds for testing new and innovative water conservation programs and technologies; and

WHEREAS, the Santa Clara Valley Water District's Water Supply Planning and 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; and

WHEREAS, Grantee will enter into an Agreement with the Santa Clara Valley Water District;

NOW, THEREFORE, BE IT RESOLVED that the PS Creations Owners hereby:  
(Grantee's Governing Body)

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

Approved and Adopted on the 19th day of June, 2018.

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

PS Creations

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(Applicant's Governing Body)  
following a roll call vote:

AYES 3

NOES 0

ABSENT 0

Ryan Kru  
(Clerk)

## 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 0001.
- 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.

