

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **1242

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **CITY OF HENDERSONVILLE** (the "Grantee"¹).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Grantee's Award Letter (Attachment D)
 - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
 - f. Grantee's No Conflict of Interest Certification (Attachment F)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party prior to the contract expiration date.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from the date upon which all parties have signed this Agreement to **02/02/2023**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

7. Department's Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	NC General Assembly	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$150,000.00	1604	536990	4018

Grantee Matching Information:

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$150,000.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$150,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional **\$1,065,590.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$1,365,590.00**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
- a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department thirty (30) days prior to the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division prior to the date on which the termination or expiration of this Agreement becomes effective. Any invoice received thereafter shall be returned without action.
 - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Brendan Shanahan, Civil Engineer City of Hendersonville 305 Williams Street Hendersonville, NC 28792 Telephone: 828-233-3237 Email: bshanahan@hvlnc.gov	Amin Davis, State and Local Projects Manager NC DEQ Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-9132 Email: amin.davis@ncdenr.gov

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

CITY OF HENDERSONVILLE

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By _____
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director

Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section

Division/Section

Date

Date

ORIGINAL

General Terms and Conditions Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

N.C. Division of Water Resources

Water Resources Development Grant Program – State&Local Spring 2019 Guidelines

Administered by: Division of Water Resources (DWR), N.C. Department of Environmental Quality (DEQ), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Amin Davis at amin.davis@ncdenr.gov or (919) 707-9132.

Authority: DWR is authorized to provide grants to local governments for water resources development projects by General Statutes 143-215.70-.73 and 15A NCAC 02G .0100. These statutes can be viewed online at the following web addresses:

<http://www.ncleg.net/gascripts/Statutes/StatutesTOC.pl?Chapter=0143>

<http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2002%20-%20environmental%20management/subchapter%20g/subchapter%20g%20rules.pdf>

Who is Eligible: Units of local government and local political subdivisions.

Application Deadlines: Applications are received throughout the year for two standard grant cycles for all non-navigation projects listed below. The spring 2019 grant cycle began January 1 and will end June 30. The fall 2019 grant cycle will begin July 1 and will end December 31. **Any complete application submittals that are not received by these dates will not be eligible for review and funding for this application review cycle.**

Eligible Purposes and Cost-Share Percentages: The department may provide state funds in amounts not to exceed the percentages stated in G.S. 143-215.71 of either the non-federal costs (in the case of a federal agency project) or the total costs (in the case of a project not receiving federal funds). The General Assembly placed a 50% cost-share maximum on Water Resources Development Grant awards during their 2011 session. This limit will remain in place until rescinded by the General Assembly. Navigation and Natural Resources Conservation Service's Environmental Quality Incentives Program (NRCS-EQIP) stream restoration projects may be funded at a different percentage depending on the funding source. DWR can issue grants for the non-federal share of water resources development projects for the following purposes: Based on limited annual funding received for grant awards statewide, Applicants are generally encouraged to not exceed a \$200,000 funding request; however larger awards are allowed. **Additionally, it is recommended that Administrative costs not exceed 10% of the total project budget.** Grants may be made for the nonfederal share of water resources development projects for the following purposes:

- **Stream Restoration:** Restoration or stabilization of degraded streams & shorelines, aquatic barrier removals, etc.
- **Water Management:** Stormwater control measures, drainage, flood control, hydrologic restoration, etc.
- **Water-based Recreation Sites:** Greenways/Boardwalks, Paddle Access, Fishing Docks/Piers; land acquisition for water based recreation.
- **Preliminary Feasibility or Engineering Study:** towards implementation of one of the four eligible categories listed here.
- **NRCS Environmental Quality Incentives Program (EQIP) Stream Restoration Projects**
 - See *NRCS EQIP Grant Guidelines* document on grant's website below for details.

Please contact Amin Davis (amin.davis@ncdenr.gov) for questions regarding projects listed above. Funding is also available through Water Resources Development Grant awards for dredging projects associated with General and Recreational Navigation. Applicants should contact Coley Cordeiro (Coley.Cordeiro@ncdenr.gov) for more information about the guidelines, eligibility and application process for these projects.

Project Eligibility: Projects planned and constructed by a federal agency with a local cost-share and projects without federal assistance are both eligible for state financial assistance provided that the applicant is a unit of local government. **Non-eligible purposes include projects directly associated with meeting an existing permit requirement (i.e., NPDES Phase I and Phase II Stormwater), generating nutrient credits, environmental regulatory enforcement actions and small watershed projects of the NRCS (reviewed by the N.C. Soil and Water Conservation Commission). Compensatory mitigation projects and the generation of compensatory mitigation credits for impacts to aquatic resources per the Federal Mitigation Rule (33 CFR Part 332) are non-eligible purposes.** Compensatory mitigation projects can be located directly adjacent to an eligible project for the purposes of achieving maximum ecological benefit. Should a compensatory mitigation project be conducted on land previously acquired using DWR grant funds the mitigation project sponsor shall reimburse either DWR or its grantee for the full value, plus appreciation, of the DWR investment in that portion of the land to be used for compensatory mitigation to ensure that DWR does not directly or indirectly subsidize the mitigation project.

Pre-Application Site Visit: A pre-application site visit shall be scheduled with the DWR Grant Administrator (or designee) to gather additional information regarding a proposed project to assist DWR in determining if the project meets the applicable review criteria listed in GS §143-215.72. **This site visit shall be scheduled with DWR prior to the end of the grant application cycle if possible. A scaled conceptual project plan map and brief project narrative shall be provided to the DWR Grant Administrator prior to this site visit. For greenway/trail projects, applicants are encouraged to flag proposed alignments if not in obvious rights-of-ways prior to a site visit.**

The primary objectives of this site visit are: 1.) for the DWR Grant Administrator (or designee) to address any questions or concerns the project team may have about this grant program; 2) for the project team to share with the DWR Grant Administrator (or designee) information about the conceptual restoration plans associated with a proposed project, and 3.) for the DWR Grant Administrator (or designee) to photo-document the project area to facilitate the application review process.

Application Submittal

An application for Water Resources Development Grant funding shall include information about the five items listed below to be considered complete. Additional supplementary documentation (reports, photos, etc.) are not required but can be provided as separate attachments via email. The most recent versions of all required forms and grant information shall be used and can be found at the following website: <https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance>. Please check this website frequently for updates.

I. Application Spreadsheet (MS Excel) – The most recent version of the application spreadsheet shall be used. All applications should include the appropriate project information in the designated sheets including contacts, general information, narratives, treatment amounts, benefits, budget, and budget in-kind notes. Detailed instructions about how to complete this application are provided on the *Instructions* sheet of this spreadsheet.

The project narrative shall begin with a statement outlining the overall project scope (what is being proposed), followed by the project justification (why it is being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the documented stream impairments shall be included. **Information about proposed riparian buffers (minimum/maximum or average proposed widths) and stream crossings shall also be provided. For Preliminary Feasibility or Engineering Studies, a brief letter on the Applicant's official letterhead shall be provided** that clearly states: 1.) the primary purpose and objective(s) of this Study, 2.) the Applicant's intention to implement an associated WRDG-eligible project resulting from this Study, and 3.) the estimated project implementation timeline after completion of this Study. Studies may be used to more accurately determine project costs, benefits and/or scale of development.

The application budget will serve as the basis for the financial administration of the grant contract and reimbursement requests for projects that are awarded funding. Applicants shall list all sources of Non-Federal funding contributions, (i.e., other grant funding sources) that are not considered Local Match to minimize the potential for duplicative funding for identical work activities associated with a single project. The complete application will be included in the DEQ contract documentation; therefore it is very important that its contents are accurate and complete.

II. Project Plan and Location Maps – A minimum of two scaled maps is required. The first map shall include the project footprint delineated on a USGS topographic quadrangle map or overlain on recent aerial photography. This map shall be at a small scale (zoomed out) to show the project area within the context of a watershed, county or region. The second map shall be a conceptual plan that describes the location of project elements listed in the project narrative. This map shall be larger scale (zoomed in) to show greater detail within the immediate project area. 30% project design drawings shall also be provided if available.

III. Official Resolution - The Applicant shall include a resolution adopted by the governing board stating the amount of state aid requested and accepting the applicant's responsibilities. A representative of the Project Sponsor with signatory authority shall sign this resolution. An Official Resolution template is available for download from our grant [website](#). In most circumstances the responsibilities listed below shall be included in the Official Resolution. However, this resolution template can be adapted to fit the unique circumstances of a specific project. **Written justification shall be provided to DWR for any responsibilities listed below that are not included in the Official Resolution.**

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary state and federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

** For "Feasibility / Engineering Study Grants" only Items 1 and 3 are required in the Resolution. See Study Resolution Template located on our [website](#).*

IV. No Conflict of Interest Certification – Applicants must provide certification that the applicant, applicant’s subordinates and any person or persons designated to act on behalf of the applicant do not have an actual or apparent conflict of interest with respect to the project. A representative of the Project Sponsor with signatory authority shall sign this certification.

V. Supplementary Documentation – Additional supplementary documentation (reports, photos, letters of support, etc.) is not required but can be provided as separate attachments via email as part of the application submittal.

Application submittal documents shall be emailed to amin.davis@ncdenr.gov by the close of business of the last day of the application cycle. **If an application is submitted by a non-governmental organization (non-profit, consultant, etc.) on behalf of an eligible unit of local government, a staff person of that eligible unit of local government must be copied on the email submittal and all subsequent application-related correspondence.**

Note: It is the Applicant’s responsibility to ensure their application is accurate and complete at the time of submission to DWR. Any application errors or modifications must be submitted by the Applicant to DWR within one month of the end of the Application Cycle in which the application was submitted. Erroneous or incomplete application information can also lead to significant delays with the issuance of a DEQ Contract should the project be recommended for grant funding.

DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information provided in the application or project budget. **Any changes to the original project budget and/or project scope submitted with the application will require the prior written approval of DWR.** Unapproved changes to the project scope or budget throughout the course of a project will not be eligible for cost-share funding or reimbursement.

Grant Application Review and Approval

The following criteria will be used to approve, approve in part, or disapprove grant applications:

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

Applicant Obligation – Environmental Permitting

All proposed projects are subject to environmental review and permitting under applicable federal and state laws. It is the applicant’s responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements associated with project implementation.

Review Decisions

This is a competitive grant program due to limited funding availability. The grant’s review criteria is contained within the *Benefits & Evaluation Criteria* sheet of the application form. A multi-agency review team comprised of various subject-matter experts reviews each application to assist the DWR Grant Administrator and Division Director with establish funding priorities. Applications that receive a total cumulative review team score of less than 50% will not be recommended for funding.

Review decisions and notifications for applications received during the spring application cycle are generally made in October. Review decisions and award notifications for applications received during the fall application cycle are generally made in April of the next calendar year. However, unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

Projects Not Awarded Funding

Applicants who are not awarded funding within one calendar year from the end date of the grant cycle in which their application was originally submitted must complete and submit a new application to DWR if they wish to re-apply for funding consideration. A new application submittal will also be required if there have been changes to the project scope or budget. The spring grant cycle ends on June 30th and the fall cycle ends on December 31st of each year.

Post Grant Funding Award

Acceptance of a grant award will require the applicant to enter in to a grant contract with DEQ. A DEQ grant contract is considered 'fully-executed' once it has been signed by both a signatory authority of the Grantee and DEQ Financial Services. A copy of the fully-executed contract shall be provided to the Grantee after being signed by DEQ. No portion of work or expenditure of funds for the project, plan or services shall begin prior to receiving a fully-executed contract from DEQ. **Contracts are valid for two years from the date the contract document is sent to grant recipient for contract execution.**

Contract Modifications

Any changes to the project's scope, budget or duration after a contract has been fully-executed will require the written approval from the DWR Grant Administrator and may also require a DEQ contract amendment. Typical changes that require a contract modification are listed below.

Project Scope/Budget Changes: The minimum information that shall be supplied to the Grant Administrator for consideration includes a justification for any proposed changes, revised scope of work narrative, and a revised budget. Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

Extension Requests: Grant recipients can submit an extension request for one additional year beyond the grant expiration date if progress toward project completion can be sufficiently documented. An extension request shall be submitted at least 45 days prior to the DEQ contract expiration date by the project sponsor or primary contact via email in a cover letter on official agency letterhead. This request shall include a justification statement, current project status update and anticipated project schedule moving forward.

Any documentation associated with a contract modification should be submitted electronically to Amin.Davis@ncdenr.gov.

Grant Reimbursement Payments

The grant award amount is the maximum possible reimbursement amount. Only expenditures incurred after a fully-executed contract has been issued that are detailed in the contract budget are eligible for reimbursement. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the DWR-approved application budget sheet for the project. **Reimbursement requests can be submitted no more frequently than monthly but must be submitted at least quarterly.** DWR will normally pay the Grantee by check or electronically within 30 days of receipt of a complete reimbursement payment request, provided the expenses are in accordance with the budget/contract, or as amended. If the Grantee decides that significant changes to a project's scope from that in the original application are necessary, the Grantee must send a request in writing to the DWR Grant

Administrator and receive approval of those changes. Unapproved changes will not be eligible for state cost-sharing. **For additional information, please see the *Reimbursement Instructions* document on our [website](#).**

Reimbursement requests shall include:

1. A Cover Memo/Letter signed and dated on the Grantee's official letterhead that lists:
 - a) DEQ Contract Number
 - b) total amount of the reimbursement request
 - c) actual cost (expenses) by approved budget categories
 - d) total amount spent on the project to date
2. Copies of subcontractor invoices or other documentation of materials, services and other project costs listed on the subcontractor's letterhead.
3. A completed *Reimbursement Tracking Summary* spreadsheet.

The reimbursement request and supporting documentation should be submitted electronically to Amin.Davis@ncdenr.gov. DWR will retain 10% of the total grant award amount until after the final project has been inspected and accepted by DWR staff.

**** An example reimbursement summary table is provided as *Attachment 1* at the end of this document.**

Requests For Additional Funding

Grant recipients can submit a request for additional funding consideration to DWR for a maximum of 25% of total project costs, not to exceed \$100,000. This request shall be submitted by the project sponsor or primary contact on a cover letter with official agency letterhead via email. The following information shall be submitted by the Grantee to DWR for additional funding consideration:

- a narrative describing the circumstances/need for an increased funding award, summary of current project status and anticipated project implementation schedule.
- copies of all subcontractor invoices for design, permitting, surveying, construction, construction oversight and project administration.

DWR will review this information and respond to the Grantee with a decision regarding increased funding within 30 calendar days. Funding increases are subject to the availability of funds and to DWR's actual cost reimbursement policy. **DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Applicant or Co-Applicant.**

Project Close-Out

The Grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with a scaled version of the most recent set of permit, as-built/record or construction drawings electronically in an Adobe PDF format prior to the close-out site visit. Applicants who are awarded funding for Feasibility/Engineering Studies shall provide DWR with the associated summary report(s) and deliverables in an electronic format.

The DWR Grant Administrator may schedule a close-out inspection of the completed project with a representative of the Grantee. However, DWR may also substitute its personnel with that of other state or federal agencies that are located closer to the project to minimize the state's costs. This inspection will verify that the project was implemented in accordance with the information provided in the grant application, DEQ contract (including amendments, if applicable) and approved plans/specifications.

The Grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR project acceptance. After the project is inspected and accepted, DWR will review the accounting statements and request DEQ to reimburse the Grantee for the remaining 10% of the department's share of the non-federal cost.

Attachment 1 – Grant Reimbursement Example for 50/50 Match

Project Cost: \$100,000

Federal Cost Share: \$50,000

Non-Federal Cost Share: \$25,000

DWR Grant Award: \$25,000

Invoice #1	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$200.00	\$4,800.00	\$2,000.00		

Total Expenditure	\$7,000.00
50% Reimbursement	\$3,500.00
Payment Amount	\$3,500.00

Invoice #2	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$750.00	\$29,000.00

Total Expenditure	\$30,000.00
50% Reimbursement	\$15,000.00
Payment Amount	\$15,000.00

Invoice #3	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$1,000.00	\$47,000.00

Total Expenditure	\$48,250.00
Remaining DWR Grant Amount	\$6,500.00
10% Withholding	\$2,500.00
Payment Amount	\$4,000.00

Payments	Amount
#1	\$3,500.00
#2	\$15,000.00
#3	\$4,000.00
#4 (Post close-out)	\$2,500.00
Total DWR Payment	\$25,000.00

2019 EQIP/RCPP Guidelines for Natural Stream Channel Work

580 – Streambank and Shoreline Protection – Bioengineered Scenario

This is the most common 580 scenario that will be contracted when grading and installing woody vegetation on stream banks. This scenario would include bank grading and woody vegetation establishment (live stakes, plugs, rooted material, potted material, etc.) so do not plan 342 – Critical Area Planting *below the top of bank grading*. Also, do not plan 484 – Mulching where 580 is implemented since the cost of matting is included in the Financial Assistance (FA) rate.

584 – Channel Bed Stabilization - Structural scenario will be commonly contracted for in-stream structures alongside 580 Bioengineered. The 580 Bioengineered scenario includes any of the following:

- Benching/grading with Erosion Control Matting
- Tree Revetments
- Toe Wood
- Brush Toe
- Root Wads
- Vegetated Geogrids

The 580 Bioengineered scenario would not include the following:

- Structures in the channel (log or rock vanes, cross-vanes, wing deflectors, toe boulders, etc.). Contract 584 for in-stream structures.

This 580 Bioengineered scenario will be measured by the linear foot (LF) of bank treated. If both banks on a 100 LF reach of stream are treated then measure 200 LF of this practice. This can be applied on one or both banks.

FA is quantified by the square foot (ft²). To convert from linear feet to square feet for this scenario, multiply the linear feet treated by 20 to get square feet. Example: 1,000 LF = 20,000 ft²

580 – Streambank and Shoreline Protection – Structural Scenario

This 580 scenario may be contracted when installing rock structures for bank protection that do not meet the requirements of NRCS Practice Standard 584 - Channel Bed Stabilization (do not alter channel dimension or profile). The 580 Structural scenario may include any of the following:

- Rock vanes
- Rock spurs
- Boulder toe
- Any structural bank protection measures that do not alter channel dimension or profile.

The 580 Structural scenario will be measured by the ton of rock installed, therefore wood structures are not measurable. This scenario can be applied on one or both banks. There is no conversion factor for FA quantities.

Do not apply 580 Structural on any section of stream where Practice 584 is planned. These two practices must not overlap.

Do not apply 580 Structural and 580 Bioengineered on the same linear footage of stream bank.

584 - Channel Bed Stabilization

Structural - J-Hook, Cross-Vane, etc. Requiring Boulders Scenario

This practice may be used for installing rock or wood structures using natural stream channel design when the work meets NRCS Practice Standard 584 - Channel Bed Stabilization. To meet Practice Standard 584 channel dimension and profile will be altered in order to stabilize the system. This scenario does not include bank grading and woody vegetation establishment. Plan 580 Bioengineered as described on the first page for bank grading, matting, and vegetation establishment.

The 584 Structural scenario may include any of the following boulder, log, or combination structures:

- J-Hooks
- Cross-vanes
- Step-pool sequences
- Wing Deflectors
- Brush runs
- Constructed riffle structures installed for the purpose of correcting dimension or profile

This scenario would not include bank grading and shaping, which is covered under 580 – Streambank and Shoreline Protection – Bioengineered Scenario, therefore 580 may be planned according to this guidance document along the same footage of stream where 584 is applied.

For natural channel design where aquatic habitat will be significantly enhanced through implementation of this practice, consider planning 395 – Stream Habitat Improvement – Rock and Wood Scenario along with 584.

This scenario will be measured by the linear foot of channel bed stabilized. Measurement will be from the upstream to downstream extent of the hydraulic effect of the structure(s) installed. Units are in stream length (do not double for both banks).

The length of 584 applied for a structure with up and/or downstream hydraulic influence and bank protection beyond grade control (J-Hook, Cross-Vane, Wing Deflector – downstream arm only, log vane, arch structure, some constructed runs, etc.) will be measured along the plan view as 1.5 times the length of the structure upstream and downstream plus the length of the structure itself along the bank. A series of structures may have overlapping effects and therefore will be measured from the upstream extent of the effect of the upstream structure to the downstream extent of the effect of the downstream structure. Constructed riffles (for the purpose of profile stabilization) and interlocking step-pool structures will be measured by the length of the actual structure with no upstream or downstream effect *no matter how far up or downstream the structure affects the water surface profile.*

FA is quantified by the cubic yard (CY). To convert from linear feet to cubic yards for this scenario, multiply the linear feet treated by 0.5 to get cubic yards. Example: 1,000 LF = 500 CY

395 – Stream Habitat Improvement – Rock and Wood Structures Scenario

This practice may be planned where habitat enhancement features will be installed in the stream channel. The Rock and Wood Scenario would be the only scenario offered because the majority of this practice incorporates both materials.

395 may be contracted on the same linear feet of stream as 580 and 584 if the habitat enhancement features are *separate and distinct* from those features installed to stabilize the streambanks and channel bed. Habitat enhancement features shall be installed throughout the contracted reach with a minimum of one habitat enhancing feature in 50% of pools and/or riffles. Examples of habitat enhancement features include boulder clusters, cover logs, and other fish holding structures. Design report shall include applicable items found in current NRCS Conservation Practice Standard 395, PLANS AND SPECIFICATIONS section. Design drawings must show details and locations of planned enhancement features. Installation of habitat enhancement features may not be possible on smaller tributaries therefore should not be planned.

Payment will be calculated by the reach length x design riffle bankfull width. Reach length is defined from the most upstream enhancement structure to the most downstream enhancement structure if these structures are installed throughout the reach.

On completing the CPA 52:

SECTION F: RESOURCE CONCERNS

Under Animals; INADEQUATE HABITAT FOR FISH AND WILDLIFE. Use the drop down button and select: "Habitat Degradation"

SECTION I: Effects of Alternatives; You should pick at least two sections: the NO Action column and Alternative 1. In the NO action column, describe what will happen if we do nothing and damage continues, destroying habitat, etc.

In Alternative I, describe what will be done with EQIP contract work; List practice 395- Stream Habitat Improvement here; list what tool was used to access the resource here: SVAP. Show what the SVAP score was here to indicate Poor or Fair condition that we were treating. List if possible what the score will be with improvement after 395 is implemented. Be descriptive, show amounts, tons of sediment, etc. This justifies our expenditure of federal funds to improve and protect.

FA is quantified by the acre. To convert from linear feet to acres for this scenario, multiply the linear feet applied by the riffle bankfull width of the stream to get acres.

578 – Stream Crossing

Low Water Crossing Scenario

This 578 scenario should be planned where a standard cloth and gravel ford type crossing is needed, and is the preferred type of stream crossing for most projects. If the stream bed is coarse, cloth and gravel may not be needed in the stream bed portion of the crossing. If this is the case, do not count the square footage of the crossing in the stream bed toward the contract. This practice is measure by the square foot.

Culvert Installation Scenario

This 578 scenario should be planned for any size and type of culvert unless the intent of the culvert is to meet the 396 Aquatic Organism Passage. If 396 is the goal please contact the Area Office staff for guidance. Quantity is based on diameter (inches) of the culvert x length (feet) of culvert; (ex. 30" culvert that is 40' long = 30 x 40 = 1200 in-ft.).

* Note – Contact Area Office Staff if any barrier to aquatic organism movement exists (dam, perched culvert, etc.) to see if any practice scenario is applicable to remove the barrier.

572 – Spoil Spreading Scenario

This practice may be planned when significant amounts of spoil are generated on projects with high banks. The practice is measured by the cubic yards of spoil generated from bank grading/benching that must be moved away from the stream corridor and stabilized. Do not plan this practice for any other earth moving activities other than bank excavation and spoil disposal. This practice is measured by the cubic yards of earth moved. Plan 342 Critical Area Planting along with this practice to stabilize the spoil.

342 – Critical Area Planting – Native and Introduced Vegetation – Moderate Grading Scenario

This practice will be implemented to establish herbaceous cover over areas disturbed during construction activities. Do not plan this item below top of bank where 580 is applied. This practice is measured by the acre.

612 – Tree/Shrub Establishment – Hand plant bare root hardwoods, no tubes Scenario

This practice will be implemented to establish a woody vegetative buffer on the terrace/floodplain. Approximate planting spacing is 12'x12' grid. Do not plan this item below top of bank where 580 is applied. Use when a buffer with an average width of less than 35 feet will be established. This practice is measured by the acre.

612 – Tree/Shrub Establishment – Hand plant bare root hardwoods, with tubes, 300 per acre Scenario

This practice will be implemented to establish a woody vegetative buffer on the terrace/floodplain where wildlife or other concerns validate the need for tubes on the plantings. Approximate planting spacing is 12'x12' grid. Do not plan this item below top of bank where 580 is applied. Use when a buffer with an average width of less than 35 feet will be established. This practice is measured by the acre.

391 – Riparian Forest Buffer – Bare root shrubs, 300 per acre, no tubes Scenario

This practice will be implemented to establish a woody vegetative buffer on the terrace/floodplain where the **average width will be equal to or greater than 35 feet**. Approximate planting spacing is 12'x12' grid. Do not plan this item below top of bank where 580 is applied. This practice is measured by the acre.

391 – Riparian Forest Buffer – Bare root hardwoods, 300 per acre, with tubes Scenario

This practice will be implemented to establish a woody vegetative buffer on the terrace/floodplain where the **average width will be equal to or greater than 35 feet** and where wildlife or other concerns validate the need for tubes on the plantings. Approximate planting spacing is 12'x12' grid. Do not plan this item below top of bank where 580 is applied. This practice is measured by the acre.

390 – Riparian Herbaceous Buffer – Pollinator Habitat

This practice will be implemented to establish pollinator habitat enhancement as a component of the vegetated stream buffer. There is no minimum width unless this practice is implemented specifically to maintain or improve water quality (ex. filter from concentrated livestock area, excessive erosion from crop field, or other identified source of pollution). If the practice is installed primarily to maintain or improve water quality then minimum buffer width shall be increased to 2.5 times stream bank full width.

This practice is measured by the acre. Do not plan 342, 612, or 391 on the same acreage as this practice.

Additional requirements: A minimum of nine (9) species MUST be included in the planting specification. Only two (2) grasses may be included in the prescribed seeding mix. At least three (3) species shall have their primary blooming period during each of the following time frames: Period 1: April 1 – June 15; Period 2: June 15 – July 31; Period 3: August 1 – October 31. The Planting Specification Worksheet and Native Pollinator Seed List OR a list that has been developed by an appropriate experienced professional (e.g., wildlife biologist, biologist, WRC biologist, entomologist, etc.; if in question, please contact the NRCS State Biologist) can be utilized to identify appropriate species for the site.

484 – Mulching – Erosion Control Blanket Scenario

This practice may be planned with 612 – Tree/Shrub Establishment or 391 – Riparian Forest Buffer. This practice could be used to mulch around desirable trees planted after removal of invasive plants on a section of stream bank with stable cross-section dimensions. Do not plan this practice on the same footage where 580 is planned. This practice is measure by the square footage of area treated.