sdm14752

RESOLUTION NO. 12971-16

A RESOLUTION REQUESTING PROGRAMMING OF A PROJECT TO BE KNOWN AS THE DEEP CREEK SHORELINE RESTORATION AT MENCHVILLE MARINA PROJECT SUBJECT TO A GRANT FROM THE WATER QUALITY IMPROVEMENTS FUND FROM THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY.

WHEREAS, the City of Newport News (the "City") needs to restore the shoreline at the Menchville Marina, a project to be known as the Deep Creek Shoreline Restoration at Menchville Marina Project ("the Project"); and

WHEREAS, the Cost of the Project is $324,000.00; and

WHEREAS, the Council of the City supports the worthy goals of the Project and encourages its expeditious implementation; and

WHEREAS, the Virginia Department of Environmental Quality (DEQ) has indicated a willingness to provide a grant from its Water Quality Improvements Fund (WGIF) in the amount of $162,000,00, payable to the City upon the Completion of the Project, to partially reimburse the City's costs, with the understanding that the City will pay the full amount for the Project and will be responsible for all costs in excess of the grant funds, and that DEQ requires a resolution from City Council concurring with the terms of the grant and authorizing the City Manager to execute any and all contracts and other documents necessary to secure the award of the grant. .

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia:

1. That it hereby approves and endorses the Project within the City.

2. That it requests DEQ to make the grant to the City in partial reimbursement for the cost expended on the Project.

3. That it hereby authorizes and directs the City Manager to execute, and the City Clerk to attest on behalf of the City, any and all agreements or documents necessary to effectuate the design and construction of the Project and to obtain the grant funding from DEQ; provided that all such agreements and documents shall first have been reviewed and approved by the City Attorney.

4. That the City Manager shall ensure that the expenditure of Project funds is carefully monitored and controlled and, in particular, ensure that the easements necessary for construction are approved prior to the expenditure of the design and construction funds.

5. That this resolution shall be in effect on and after the date of its adoption, October 25, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON OCTOBER 25, 2016

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

City Clerk

Contract No. 16383

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT CONTRACT

This grant award contract is made by and between the Department of Environmental Quality (hereinafter referred to as the "Department") and the City of Newport News (hereinafter referred to as the "Grantee"). The parties to this grant award contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

PROJECT DESCRIPTION: The Grantee shall carry out the project as set forth in the Contract Documents.

PROJECT PERIOD: The project shall commence on September 15, 2016 and shall terminate no later than September 30, 2018.

PAYMENTS: The Department shall pay the Grantee quarterly on a cost reimbursement basis, a total not-to-exceed sum of $162,000.00. The said sum, together with the matching funds provided, shall include all expenses for the project. Payment shall be made upon submission of invoices and/or other appropriate documentation of program expenditures, progress reports and final reports as specified in the "Contract Documents" referenced below, and their acceptance by the Department:

Pre-Award Costs: The Department will pay pre-award costs for eligible activities / components specified in the Scope of Work approved by the Department, and subsequent to July 1, 2016. The Grantee shall report on all DEQ approved all pre-award activities / components in accordance with the "Reporting" requirements specified in the "Contract Documents"; and shall report all approved pre-award activities / components with the first required report submittal.

The Department is under no obligation to reimburse unauthorized work performed after the expiration of the contracted time of performance. The Department reserves the right to withhold a minimum of 5% of the Grantee's total grant allocation until the final grant report and all services, reports and deliverables are received and approved by the Department.

Acceptance of work completed under this grant award contract shall be decided at the sole discretion of the Department and shall be final. The Grantee shall spend the funds according to the specified categories of the grant award contract budget set forth in the Attachments A and B. Minor shifts of the funds among categories by the Grantee, not to exceed 10% of any budget line item are permissible. Shifts in funds exceeding 10% of budget line items must be approved in writing by the Department. Any cost overruns incurred by the Grantee during the time of performance shall be the responsibility of the Grantee.

INVOICE ORIGINALS SHALL BE SENT TO:

DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTENTION: ACCOUNTS PAYABLE
P.O. BOX 1105
RICHMOND, VIRGINIA 23218-1105

THE REPORTING REQUIREMENTS ARE AS FOLLOWS:

	Report Due Date
Reports (Quarterly Progress – Financial / Additional Reporting / Final)	Per the "Project Workplan"

THE CONTRACT DOCUMENTS SHALL CONSIST OF:

(1) This signed form;
(2) The Project Workplan ("Scope of Work" to include, as approved by the Department: the "Scope of Work" / "Attachment A – Scope of Work"; "Progress Report Form"; "Attachment A-1 – "2015 Virginia NPS Water Quality Improvement Fund Request for Assistance {RFA}" / "Attachment A-2 Budget Detail"; "Attachment B - Project Financial Report Form"; "Attachment C the NPS Implementation Form and "Attachment D - Best Management Practices – Pollution Reduction Tracking Data Form".
(3) The General Terms and Conditions.
(4) The Special Terms and Conditions.

PRECEDENCE OF TERMS: In the event of a conflict between or among terms in the documents included in this contract, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Grant Contract form; and the Project Workplan.

IN WITNESS THEREOF, the parties have caused this grant award contract to be duly executed intending to be bound thereby.

CITY OF NEWPORT NEWS		**DEPARTMENT OF ENVIRONMENTAL QUALITY**	
James M. Bourey City Manager	Date	Valerie E. Thomson Director of Administration	Date

SCOPE OF WORK

City of Newport News: Deep Creek Shoreline Restoration Deep Creek Shoreline Restoration

Name of Organization:	**City of Newport News**		
Organizational FIN:	546022059	Duns & Brad Street Number	80975508
Mailing Address	2400 Washington Avenue Newport News Virginia 23607		
Contact Person:	James Clark	Work Title:	Engineer II
Contact Phone #:	757-926-8655	Email:	jclark@nnva.gov
Fiscal Contact:	Susan M. Goodwin, CPA	Fiscal Contact Work Title:	
Fiscal Contact Phone #:	757-926-8670	Fiscal Contact Email:	sgoodwin@nnva.gov
Start Date	09/15/16	End Date	09/30/2018
WQIF-NPS Award Total	WQIF-NPS BMP cost-share	WQIF-NPS Technical Assistance cost-share	Match
$162,000	$137,000	$25,000	$162,000

Pursuant to the Virginia Water Quality Improvement Act of 1997, the Virginia General Assembly created the Water Quality Improvement Fund (WQIF) to provide funding for point and nonpoint source water quality improvements throughout the Commonwealth. DEQ administers WQIF grants as allowed by 10.1 – 2130 of the *Code of Virginia.* This Agreement is a sub-grant award, from DEQ to the Grantee, of said state grant funds.

PROJECT ABSTRACT

The proposed project will restore 300-linear feet of eroded shoreline along Deep Creek, a tributary of the Warwick River in the City of Newport News. Currently, the site is negatively impacted by past attempts to prevent erosion from boat traffic, including concrete rubble and the remains of a deteriorated bulkhead. In addition, the upland area is mostly impervious surfaces utilized by vehicular traffic that drain directly into Deep Creek without any measures to provide water quality control. By constructing a living shoreline with marsh grass plantings with an upland vegetative buffer, the local shoreline habitat will be restored for use by terrestrial and aquatic organisms while slowing the rate of erosion without shoreline hardening. Some impervious surface runoff will be redirected through a grass channel to the new upland buffer to slow and filter stormwater runoff. The local benthic habitat will be improved by removing all existing debris and by installing a stone sill to protect the shoreline improvements from boat wakes. The project site will be monitored long-term through a partnership with the Christopher Newport University Department of Organismal and Environmental Biology.

SCOPE OF SERVICE

The Grantee, the City of Newport News, shall provide the services to DEQ set forth in the Agreement documents and, specifically, as defined in this Scope of Work, the attached proposal "*Deep Creek Shoreline*

Restoration Deep Creek Shoreline Restoration" and the accompanying milestone table. All deliverables shall conform to accepted standards and practices. The Grantee shall provide DEQ with a minimum of quarterly reports and a final report, in narrative and financial report form, detailing the progress of work set forth in the Agreement documents. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on Financial Report Form B (Attachment B). Procedures for managing grant projects and electronic versions the associated reporting forms will be provided to the Grantee by the assigned DEQ Project Manager. The final report is due within 30 days after the Agreement termination date.

A. Watershed, Geographic Description or Location of Project

The proposed project will restore approximately 300-linear feet of eroded shoreline along Deep Creek, an estuarine tributary of the Warwick River in Newport News. Deep Creek has long been used by commercial watermen to access the Warwick and James rivers. Water depths in Deep Creek vary, but are generally less than ten feet with the exception of a federally-dredged channel that maintains access for vessels. The surrounding region is comprised of suburban and semi-rural development known as Menchville. The project shoreline is located at the north-northwestern end of a 201,247 square foot (4.6 acre) City-owned parcel at the end of Menchville Road South.

B. General Program and Project Administration Goals

The City of Newport News will serve as the lead organization and fiscal agent for the project. As the lead, the City of Newport News will provide organizational coordination for the partner agencies including organizational meetings over the grant cycle. All grant reporting will be undertaken by the City of Newport News. BMP installation (including construction) and tracking will be provided by the City of Newport News in a database for reporting purposes to DEQ.

1) Assure that all project expenditures are in compliance with grant terms and conditions and standard cost-principles.
2) Complete and submit quarterly reports to DEQ in accordance with the schedule specified in this agreement.
3) Coordinate reporting between project partners/contractors, ensure all project activities are captured in quarterly reports and that project milestones are met by partners/contractors.
4) Implementation of this project will restore 300-linear feet of eroded shoreline along Deep Creek in the City of Newport News.
5) Any applicable project outreach and engagement will be done through advertisement in local newspapers, announcements on the local radio station, and through the holding of regular public meetings at the Town Hall.

C. The Proposal: Project Description, Objectives and Deliverables

See Attachment A-2 "*Deep Creek Shoreline Restoration Deep Creek Shoreline Restoration*".

D. REPORTING

This grant will be administered on a reimbursement basis; as expenditures occur, the grantee requests reimbursement from DEQ. The Grantee shall submit a quarterly report (accompanied by a cover letter) requesting reimbursement and reporting progress to DEQ on a minimum of a quarterly basis. Pre-award

costs incurred after July 1, 2016, that are consistent with an approved work plan, may be permitted with DEQ approval. Pre-award costs are incurred at the grantee's own risk, however they can be reimbursed if it is found those costs are in line with the executed agreement.

Minimum documentation requirements for quarterly reports are addressed in this contract and can also be provided by the assigned DEQ Project Manager upon request.

Each quarterly report, due on the 15th of the month following the completion of each quarter, shall contain the following:

- Progress Report Form A
- An updated Project Financial Report Form B (Attachment B)
- Financial Narrative and other financial back-up documentation
- NPS Pollution Tracking Data for BMPs Form D (Attachment D) (if applicable)

The final report, due within 30 days after the Agreement termination date, shall summarize all major project accomplishments and challenges, as well as expenditures and matching contributions during the period after the project began through the completion of all required work. Photographs taken before, during and after project implementation should be included in the final report. The final reimbursement request must be submitted with the final report. DEQ will not reimburse any requests received more than 30 days after the Agreement termination date

Each quarterly report shall include the following components:

1) **Progress Report**: The Grantee shall report progress to DEQ through a narrative summary of accomplishments that relates to the scope of service and any key milestones; and shall submit a completed "Progress Report" which shall include a brief summary of key accomplishments. Provide both accomplishments and challenges and progress in fulfilling the Scope of Work (Attachment A, A-1, etc.) and activities for each deliverable listed in the Milestone Table. The contents from this form will be used for publically reporting on the status of the project

2) **Financial Reports:** The Grantee shall submit a financial narrative and a financial reporting form or invoice (Attachment/Form B, signed and scanned and included as the 2nd page of the report), which shall be used to track expenditures throughout the grant agreement and reimbursement requests from the Grantee; and shall submit a breakdown of expenditures and activities. A financial narrative must accompany the report and include itemized details of expenditures by budget category. DEQ may request receipts and detailed financial accounting if the financial narrative does not provide enough detail to justify expenditures.

Reimbursement requests shall:

- Be submitted for the Grantee's actual costs
- Relate to the grant scope of work.
- Be included in the Grantee's quarterly report, which shall include Grantee's receipt, purchase order, invoice or other appropriate form of documentation for each expense; each reimbursement request shall be for a minimum of $1,000 (i.e. an aggregate of all applicable budget categories / line items). The DEQ will not process a reimbursement request for less than $1,000.
- The DEQ will not reimburse the Grantee for any unauthorized expenses.

3) **Milestone and Timeline Reporting** The Grantee must keep track of the progress of meeting the intent and deliverables described in the scope of work (Attachment A) through the Progress Report Form. Enter "Actual Completion Date" for specific tasks on the table and provide relevant notes. Inform DEQ of any expected delays in accomplishment of milestones and provide revised completion dates.

4) **Best Management Practice Installation:** Grantees should record the BMP information on the Attachment D – NPS BMP Reporting Form. This is an Excel document and must be submitted in Excel format. The Grantee shall document BMP installation and shall ensure that required Operation and Maintenance Plans and Landowner Agreements are developed and submitted to DEQ if applicable.

5) **Submission Requirements**: The Grantee shall submit all quarterly reports and forms (including grant invoices {Form B} and reimbursement requests):
   a. Via email to DEQ's Office of Financial Management at OFM@deq.virginia.gov with a carbon copy to the assigned DEQ project manager, Laura Keys, Laura.Keys@deq.virginia.gov
   b. The E-mail shall include the grant agreement (contract) number in the subject line.
   c. A cover memo shall be included.
   d. The Attachment B shall be a standalone document, separate from the rest of the report.
   e. According to the following schedule:

SUBMITTAL DATE	PERIOD COVERED
October 15, 2016	September 15, 2016 (July 1, 2016 for pre-award costs) – September 30, 2016
January 15, 2017	October 1, 2016 – December 31, 2016
April 15, 2017	January 1, 2017 - March 31, 2017
July 15, 2017	April 1, 2017- June 30, 2017
October 15, 2017	July 1, 2017 – September 30, 2017
January 15, 2018	October 1, 2017 – December 31, 2017
April 15, 2018	January 1, 2018 – March 31, 2018
July 15, 2018	April 1, 2018-June 30, 2018
October 31, 2018	July 1, 2018 – September 30, 2018 (Final Report)

6) **Payment Reserve**: DEQ reserves the right to hold payment on the last 5% ($8,100) of the grant until all final products are delivered to and review and approved by DEQ.

E. COMPENSATION

DEQ shall release the grant award to the Grantee on a cost-reimbursement basis upon receipt and approval of the Grantee's quarterly and final reports and deliverables as required by this Agreement (to include the milestone table), or at other times agreed to by DEQ. The Grantee shall spend the funds according to the specified categories of the Agreement budget set forth in the Attachments A and B; and shall obtain prior written approval from the DEQ Project Manager (Laura.Keys@deq.virginia.gov) or the DEQ Grant Manager (Elizabeth.McKercher@deq.virginia.gov) for any reallocation of funds among budget line items and categories.

This Agreement provides a grand total of **$162,000** in State WQIF resources to the Grantee to be matched with **$162,000** from the Grantee. These funds will be available for implementation of shoreline erosion control through September 30, 2018. As applicable, the Grantee shall consider this deadline when soliciting

new landowner signups for construction and BMPs and ensure that practices are completed and paid by the close of the grant. Funds for construction and BMPs are allocated under the 'construction' category of the budget as indicated in the financial narrative and the financial report form (Form B). The Grantee cannot use construction funds for technical assistance activities without prior approval from DEQ; and shall only use these funds for construction and BMP implementation.

Funds provided through this Agreement, including BMP funds, will be disbursed by DEQ quarterly (or through an "Interim Report" if approved through the use of a completed and signed "Financial Report" form (Form B). DEQ will disburse cost-share funds upon written request from the Grantee submission of quarterly or interim reports and a completed and signed Form B.

Any unspent funds remaining on September 30, 2018 will **revert to DEQ**. Any cost overruns incurred by the Grantee during the Agreement's period of performance shall be the responsibility of the Grantee.

F. SATISFACTORY PROGRESS

There will be at least four evaluations of the City of Newport News performance and an assessment of implementation during the grant agreement, which will be held 12/31/16, 6/30/17, 12/31/17, and 6/30/18.

G. PROJECT BUDGET NARRATIVE

Please reference Attachment A-3 – Budget Detail

H. PROJECT TIMELINE, MILESTONES AND OUTPUTS

Milestones are also listed below:

Milestone Activity Description	Responsible Party	Target Completion Date	Key Deliverable
General Project Administration			
Submit financial and programmatic reports quarterly to DEQ on the 15th day following the end of the calendar quarter. Final report due 30 days after the grant closes, September 30, 2018	City of Newport News	10/15/2016 1/15/2017 4/15/2017 7/15/2017 10/15/2017 1/15/2018 4/30/2018 7/15/2018 10/31/2018	8 quarterly reports, 1 final report
Meet with DEQ project manager for preliminary kick-off and semiannual progress review meetings	City of Newport News, DEQ	9/30/2016 12/31/2016 7/15/2017 12/31/2017 7/15/2018	Semiannual meetings
Operation and Maintenance Plan and, if	City of	12/30/2018	Operation and

applicable, Landowner Agreements	Newport News		Maintenance Plan and, if applicable, Landowner Agreements completed.
Project Closeout meeting with DEQ project manager	City of Newport News, DEQ	4/15/2018	1 meeting
General Program Activities			
Design of plans, technical specifications, permits, cost estimate, and SWPPP.	Annual Services Consultant	12/2/2016	hardcopies & files on CD
Acceptance/Approval of environmental permits from jurisdictional agencies	US Army Corps of Engineer/ VADEQ/ VMRC/ CNN Wetlands Board	2/1/2017	letters
Public meeting identifying the project scope	City of Newport News	11/30/2016	presentation of plans
City Council meeting; approval to execute grant agreement and appropriation of City funds	City of Newport News	7/26/2016	Resolution
Advertisement of project by City's Office of Purchasing	City of Newport News	1/24/2017	listing on Virginia.gov - eVA
Receipt of bids to the City	City of Newport News	1/24/2017	sealed bids
Review of qualified bidders & recommendation of award to lowest responsive bidder	City of Newport News	2/1/2017	memo to Office of Purchasing
Contract execution; review & acceptance of contractor bonds & insurances	City of Newport News	3/1/2017	contract; contractor documents
Pre-Construction meeting with City, contractor, & other parties involved with project	City of Newport News	3/6/2017	sign-in sheet; meeting minutes
Notice To Proceed letter issued to contractor	City of Newport News	3/13/2017	letter
Review & approval of submittals for construction items	contractor/City of Newport News	9/15/2017	cut sheets & shop drawings
Daily inspections of construction activities	City of Newport News	9/15/2017	log of inspections
Review & approval of Requests for Information (RFIs) & change orders	City of Newport News	9/15/2017	letter and/or digital

Review & approval of invoices for completed work	City of Newport News	9/30/2017	daily log & digital
Final inspection of facility	City of Newport News	9/1/2017	digital report
Submittal of As-built drawings of facility	contractor	9/29/2017	as-built plans
Monitoring of facility (CNU - Dept. of Biology)	City of Newport News	9/30/2020	inspection report
Inspection of facility (City's Environmental Services Division)	City of Newport News	9/30/2018	inspection checklist/report
Operation & Maintenance of facility (City's Public Works and Parks, Recreation, & Tourism Depts.)	City of Newport News	9/30/2018	logged activities in Cityworks

PROGRESS REPORT FORM

Water Quality Improvement Fund Nonpoint Source Implementation Project

*Please submit this form **electronically**, along with the rest of the report material to DEQ Office of Financial Management (OFM@deq.virginia.gov) and CC your DEQ Project Manager*

Project Title	Deep Creek Shoreline Restoration Deep Creek Shoreline Restoration			
DEQ Grant #	16383	**Date Report Completed:**		[Enter Date xx/xx/xxxx]
Organization	City of Newport News			
Name & Title of Individual Reporting		[Enter Name and Title]		
Reporting Period	Select reporting quarter	**Interim**	[enter xx/xx -xx/xx]	Select reporting year

Quarterly Progress Summary: Summarize major project accomplishments and challenges this quarter
[Enter Summary]

Quarterly Report Narrative

A. Provide a description of activities in support of the **shoreline restoration** in the watershed(s). Include status of: contracted and completed projects, site visits, and potential projects; describe outputs and outcomes of these activities (e.g. septic systems corrected, # of participants contacted, behavioral changes etc.). [Enter Information]

B. Provide a description of **education and outreach** activities conducted this quarter. Note the nature and intent of each activity, the information shared at each event and outputs and outcomes achieved (number of people reached, changes in behavior following the event including BMP installation). [Enter Information]

C. Describe any **critical challenges** you are facing in the project area with respect to meeting grant deliverables. Note potential solutions you are considering to these challenges. [Enter Information]

D. Describe any issues regarding the established **timeline and/or milestones**. Include any comments on delays and changes or potential delays and changes. [Enter Information]

E. **Financial Narrative**: Describe in detail the grant expenses and match recorded during the reporting period. Provide any critical information or explanation of the expenses occurred or the funds for which payment are being requested. This information should be an expanded description of the expenses and match reported in the Attachment B – Financial Report Form and is used in lieu of submitted detailed receipts and invoices (although those must be retained by the Grantee). Please refer to the Grant Project Management Manual for details on the required information for each budget category as well as on the other options available to meet the financial narrative requirement (optional excel form, quick books, etc.).

☐ Check this box if Financial Narrative Information will be provided in **attached forms or documents.**

☐ Check this box if Financial Narrative Information will be **provided here, in the Form A1**.

Financial Narrative Overview: [Enter financial narrative overview or summary]		
Budget Category	**NPS WQIF Funds**	**Match Funds**
TA - Personnel:	[enter NPS WQIF financial narrative]	[enter match financial narrative]
TA – Fringe Benefits:	[enter NPS WQIF financial narrative]	[enter match financial narrative]
TA - Travel:	[enter NPS WQIF financial narrative]	[enter match financial narrative]
TA - Supplies:	[enter NPS WQIF financial narrative]	[enter match financial narrative]
TA - Contractual:	[enter NPS WQIF financial narrative]	[enter match financial narrative]
TA - Other Direct:	[enter NPS WQIF financial narrative]	[enter match financial narrative]

TA - Indirect:	[enter NPS WQIF financial narrative]	[enter match financial narrative]
BMP Construction: Ag.	[enter NPS WQIF financial narrative]	[enter match financial narrative]
BMP Construction: Septic	[enter NPS WQIF financial narrative]	[enter match financial narrative]
BMP Construction: Urban	[enter NPS WQIF financial narrative]	[enter match financial narrative]

Using as much space as necessary; provide a detailed description of all expenditures, by budget category, which are reported on the Attachment B Financial Report Form. Minimum information includes the following:

Personnel: Employee name, title/position, hourly rate, number of hours worked and total expenditures
Fringe/Benefits: % fringe rate, describe coverage (e.g. health insurance, unemployment insurance, taxes, etc.)
Travel: Mileage (# of miles @ $0.xx mileage rate), Lodging (nightly rate x # of nights), Meals (per diem x # of meals)
Supplies: List vendor/supplier and describe of supplies purchased and link to work plan (for higher dollar items)
Contractual: non-construction contractors, consultants, name of organization and other details
Other Direct: expenses or service provided, list vendor, events, etc.
BMP Construction: BMP spec, BMP instance number, $ of BMP, participant last name, etc.

F. **Milestone or Timeline**: Provide a progress report on the key milestones and timeline of the project, based upon what was in the Scope of Work. This replaces the Attachment C: Milestone table.

Milestone Activity Description	Responsible Party	Target Completion Date	Key Deliverable	Actual Completion Date	Comments on Status
Submit financial and programmatic reports quarterly to DEQ on the 15th day following the end of the calendar quarter. Final report due 30 days after the grant closes, September 30, 2018	City of Newport News	10/15/2016 1/15/2017 4/15/2017 7/15/2017 10/15/2017 1/15/2018 4/30/2018 7/15/2018 10/30/2018	8 quarterly reports, 1 final report	[Enter Date]	[Enter Status Comments]
Meet with DEQ project manager for preliminary kick-off and semiannual progress review meetings	City of Newport News, DEQ	9/30/2016 12/31/2016 7/15/2017 12/31/2017 7/15/2018	Semi-annual Meetings		
Operation and Maintenance Plan and, if applicable, Landowner Agreements	City of Newport News	12/30/2018			
Project Closeout meeting with DEQ project manager	City of Newport News, DEQ	7/15/2018	1 meeting	[Enter Date]	[Enter Status Comments]
Design of plans, technical specifications, permits, cost estimate, and SWPPP.	Annual Services Consultant	12/2/2016	hardcopies & files on CD	[Enter Date]	[Enter Status Comments]
Acceptance/Approval of environmental permits from jurisdictional agencies	US Army Corps Of Engineer/ VADEQ/ VMRC/ CNN Wetlands	2/1/2017	letters	[Enter Date]	[Enter Status Comments]

	Board				
Public meeting identifying the project scope	City of Newport News	11/30/2016	presentation of plans	[Enter Date]	[Enter Status Comments]
City Council meeting; approval to execute grant agreement and appropriation of City funds	City of Newport News	7/26/2016	Resolution	[Enter Date]	[Enter Status Comments]
Advertisement of project by City's Office of Purchasing	City of Newport News	1/24/2017	listing on Virginia.gov - eVA	[Enter Date]	[Enter Status Comments]
Receipt of bids to the City	City of Newport News	1/24/2017	sealed bids	[Enter Date]	[Enter Status Comments]
Review of qualified bidders & recommendation of award to lowest responsive bidder	contractor	2/1/2017	memo to Office of Purchasing	[Enter Date]	[Enter Status Comments]
Contract execution; review & acceptance of contractor bonds & insurances	City of Newport News	3/1/2017	contract; contractor documents	[Enter Date]	[Enter Status Comments]
Pre-Construction meeting with City, contractor, & other parties involved with project	City of Newport News	3/6/2017	sign-in sheet; meeting minutes		
Notice To Proceed letter issued to contractor	City of Newport News	3/13/2017	letter		
Review & approval of submittals for construction items	City of Newport News	9/15/2017	cut sheets & shop drawings		
Daily inspections of construction activities	City of Newport News	9/15/2017	log of inspections		
Review & approval of Requests for Information (RFIs) & change orders	City of Newport News	9/15/2017	letter and/or digital		
Review & approval of invoices for completed work	Contractor, City of Newport News	9/30/2017	daily log & digital		
Final inspection of facility	City Of Newport News	9/1/2017	digital report		
Submittal of As-built drawings of facility	contractor	9/29/2017	as-built plans		
Monitoring of facility (CNU - Dept. of Biology)	City Of Newport News	9/30/2017	inspection report		

Inspection of facility (City's Environmental Services Division)	City Of Newport News	9/30/2018	inspection checklist/report		
Operation & Maintenance of facility (City's Public Works and Parks, Recreation, & Tourism Depts.)	City Of Newport News	9/30/2018	logged activities in Cityworks		

G. **Supplemental reporting** materials (check all that are attached)

Project photos ☐ Financial Narrative Optional Form ☐
Project publications ☐ Project reports ☐
Other (please describe) ☐ [Enter description of other supplemental reports]

2015 Virginia NPS Water Quality Improvement Fund Request for Assistance (RFA)

ATTACHMENT A-1

City of Newport News: Deep Creek Shoreline Restoration

I. **Applicant/Organization Name:** City of Newport News

II. **Project/Proposal Title:** Deep Creek Shoreline Restoration

III. Project Abstract (1-2 paragraphs)

The proposed project will restore 300-linear feet of eroded shoreline along Deep Creek, a tributary of the Warwick River in the City of Newport News. Currently, the site is negatively impacted by past attempts to prevent erosion from boat traffic, including concrete rubble and the remains of a deteriorated bulkhead. In addition, the upland area is mostly impervious surfaces utilized by vehicular traffic that drain directly into Deep Creek without any measures to provide water quality control. By constructing a living shoreline with marsh grass plantings with an upland vegetative buffer, the local shoreline habitat will be restored for use by terrestrial and aquatic organisms while slowing the rate of erosion without shoreline hardening. Some impervious surface runoff will be redirected through a grass channel to the new upland buffer to slow and filter stormwater runoff. The local benthic habitat will be improved by removing all existing debris and by installing a stone sill to protect the shoreline improvements from boat wakes. The project site will be monitored longterm through a partnership with the Christopher Newport University Department of Organismal and Environmental Biology.

IV. Project Description

A. Project Need and Location

The proposed project will restore approximately 300-linear feet of eroded shoreline along Deep Creek, an estuarine tributary of the Warwick River in Newport News. Deep Creek has long been used by commercial watermen to access the Warwick and James rivers. Water depths in Deep Creek vary, but are generally less than ten feet with the exception of a federally-dredged channel that maintains access for vessels. The surrounding region is comprised of suburban and semi-rural development known as Menchville. The project shoreline is located at the north-northwestern end of a 201,247 square foot (4.6 acre) City-owned parcel at the end of Menchville Road South.

The parcel houses the Christopher Newport University Sailing Center, which is comprised of a 5,540 square foot building that the university leases from the City, a 62,228 square foot gravel parking lot, and a complex of floating docks used for sailboat mooring that are accessed by a narrow ramp. Currently, the majority of stormwater drainage from the site directly discharges into Deep Creek untreated by any stormwater management controls.

Scouring is evident along the project shoreline, likely caused by vessel traffic as commercial fishermen and resident boaters access Menchville Marina, an active public boat launch and marina located adjacent to and just downstream of the project. In addition to boat wakes, the shoreline is subject to tidal forces and rising

water levels. Past attempts to slow erosion at the site remain evident; a failed bulkhead and concrete rubble litter the shoreline and reduce both aesthetics and habitat quality. There is a need to stabilize the shoreline against continued erosion, and this project presents an opportunity to do so without shoreline hardening in an effort to responsibly restore a fringe wetland habitat.

A project proposal was developed for the site in February 2015 through a Planning Assistance to States Report by the U.S. Army Corps of Engineers. Through that analysis and report, it was recommended that construction of a living shoreline with marsh grass plantings, an upland riparian buffer, and a stone sill at the toe of the marsh would remedy the erosion and restore the quality of habitat. Thirty percent design drawings were supplied to the City with that report. Wetland marsh plantings, including *Spartina patens and Spartina alterniflora*, will naturally attenuate waves and combat erosion. The installation of a stone sill will protect the shoreline restoration against major storm events. It is anticipated that some settling of native oysters will occur on the stone sill which will further enhance the restoration and improve local water quality. The living shoreline will reduce 22.04 pounds per year of Nitrogen, 1.34 pounds per year of Phosphorus and 107,656.66 pounds per year of total suspended sediment, which will aid the City in meeting requirements of the Chesapeake Bay Total Maximum Daily Load (TMDL).

Subsequent to the Planning Assistance to States report, the City has determined that it would be preferable to expand the riparian buffer and redirect existing stormwater sheetflow towards the vegetative buffer in a grass channel to slow its velocity and filter stormwater pollutants. The addition of the grass channel will further reduce nitrogen, phosphorus and sediment pollutant loads.

B. Objectives

Environmental objectives:

- Improve infiltration of stormwater runoff by redirecting currently untreated runoff from impervious surfaces through pervious surfaces (grass channel, riparian vegetative buffer, marsh plantings)
- Reduce stormwater pollutant loading through shoreline stabilization, including Nitrogen (22.04 lbs/year), Phosphorus (1.34 lbs/year) and total suspended sediment (107,656.66 lbs/year)
- Reduce sediment entering Deep Creek from currently eroding shoreline through shoreline stabilization
- Promote site resiliency against wave action and rising water levels through wetland creation
- Improve benthic and riparian habitat for aquatic and terrestrial wildlife by planting native vegetation and removing derelict bulkhead and concrete debris

Social and behavioral objectives:

- Promote education of the benefits of living shorelines and riparian vegetation, including reduction in stormwater pollutants, through informational signage at the site
- Foster ongoing collaboration with the Christopher Newport University Department of Organismal and Environmental Biology through monitoring of plant and benthic communities
- Improve aesthetics for users of Christopher Newport University Sailing Center and Menchville Marina

C. Project Description, Objectives, Deliverables and Timeline

- Design Phase (6 months): complete 100% plans, technical specifications, cost estimate, and Stormwater Pollution Prevention Plan
- Permitting Phase (2 months): complete Joint Permit Application for submittal, establish contact point for questions/revisions to JPA from jurisdictional agencies
- Pre-Construction Phase (4 months): City Council appropriation of City funds, advertise for informal bid process to procure construction services, bid review, recommendation to award, contract execution, bonds and insurances review
- Construction Phase (6 months): Pre-Construction meeting; submittal reviews; removal of deteriorated shoreline protection; earthwork involving re-grading of shoreline; construct a stone sill, marsh wetlands area, and vegetated riparian buffer; planting of marsh grasses in wetland area; planting of native grasses, bushes, and trees in riparian buffer; construct drainage improvements (grass channel) to direct stormwater runoff from impervious surfaces through riparian buffer; daily inspections; provide as-builts of all improvements to the area
- Post-Construction Monitoring (5+ years): document condition of living shoreline and riparian buffer annually and provide a report on findings for 5+ years,

D. Project Timeline

See Attachment III "Timeline" tab for a detailed list of timeline activities.

E. NPS Results, NPS Reductions, or Environmental Results

See Attachment III "BMP" tab for a detailed list of best management practices (BMPs).

Stormwater best management practices (BMPs) to be constructed include shoreline stabilization (marsh grass plantings with a stone sill), vegetative buffer, and grass channel. These practices will be tracked through the City of Newport News Department of Engineering BMP database and inspected annually by DEQ-certified

Stormwater Management Inspectors, as required by regulation. A Memorandum of Understanding will be established between the Departments of Engineering, Public Works and Parks, Recreation and Tourism to ensure any required maintenance on structural improvements and vegetation are completed. In the event that maintenance cannot be performed by City staff, the work will be contracted out to a third party.

The 'Recommendations of Expert Panel on Shoreline Management, version of 7/13/2015,' is used as the basis for determining pollutant removal for the installation of the living shoreline, as detailed below. Pollutant removals for the grass channel will be calculated upon its design. Cost effectiveness can be determined by calculating cost per pound of pollutant removed.

Protocol 1 – Prevented Sediment:

Erosion rate = 0.8 ft/yr (avg. rate for James River – Bank Erosion Report, VIMS, 1992)

Average bank height = 14 ft

Length of shoreline = 300 ft

Volume = (0.8 ft/yr * 14 ft *300 ft)* 93.6 lbs/cf (avg. bulk density) = 314,496 lbs/yr 314,496 lbs/yr / 2000 lbs/ton = 157.25 tons/yr

TSS = 157.25 tons/yr * 0.337 (VA default sand reduction factor) = 52.99 tons/yr * 2000 lbs/ton = 105,968.5 lbs.-TSS/yr

Protocol 2 – Denitrification:

Area of plantings = 0.24 ac.

Denitrification pollution load reduction = 85 lbs.-TN/ac/yr

TN = 0.24 acres * 85 lbs./ac/yr = 20.4 lbs.-TN/yr

Protocol 3 – Sedimentation:

Area of plantings = 0.24 ac.

Sedimentation pollutant load reduction: 5.289 lbs.-TP/ac/yr & 6,959 lbs.-TSS/ac/yr

TP = 0.24 acres * 5.289 lbs.-TP/ac/yr = 1.27 lbs.-TP/yr

TSS = 0.24 acres * 6,959 lbs./ac/yr = 1,670.16 lbs.-TSS/yr

Protocol 4 – Marsh Redfield Ratio:

Area of plantings = 0.24 ac.

Marsh Redfield Ratio pollutant load reduction: 0.3 lbs.-TP/ac/yr & 6.83 lbs.-TN/ac/yr

TP = 0.24 acres * 0.3 lbs.-TP/ac/yr = 0.07 lbs.-TP/yr

TN = 0.24 acres * 6.83 lbs./ac/yr = 1.64 lbs.-TN/yr

Totals: TSS = 107,656.66 lbs./yr TN = 22.04 lbs./yr TP = 1.34 lbs./yr

F. General Program and Project Administration Goals

All activities listed below, including overall grant management, will be managed and coordinated by City of Newport News Department of Engineering staff.

- Selection of engineering consultant firm for design and permitting services
- Issuance of purchase order for design and permitting services
- Receipt and review of final plans and documents
- Receipt of environmental permitting
- Public meeting identifying elements of the project
- City Council appropriation of funds for construction services
- Advertise project to procure construction services
- Review of all qualified bids received by City
- Recommendation of award to lowest responsive bidder
- Contract execution and review of bonds and insurances from awarded contractor
- Issue Notice To Proceed letter to awarded contractor
- Review and approval of submittals for construction items
- Daily inspections of all activities occurring on site
- Review and approval of invoices, requests for information, and change orders
- Final inspection, review and approval of as-built drawings
- Finalization of grant management activities and reporting
- Annual inspection of stormwater BMPs
- Coordination of longterm monitoring with Christopher Newport University staff
- Coordination with City's Departments of Public Works and/or Parks, Recreation and Tourism for maintenance of area after one year guarantee period provided by contractor

G. Partnerships

The City of Newport News Department of Engineering is staffed by Professional Engineers, Engineering technicians, and environmental staff who collectively provide a range of technical expertise. The designated project manager for this project is a Professional Engineer experienced in stormwater project design, is currently provisionally certified as a DEQ Stormwater Plan Reviewer, and has managed past shoreline and stream restoration projects for the City of Newport News. A third party consulting firm will be hired to design and construct the shoreline restoration project. The design plans will undergo the normal review process within the Department of Engineering. Environmental permitting entails project review by local, state and federal agencies.

The partnering organization is Christopher Newport University (CNU). The City cultivates an ongoing relationship with CNU as its sole university and provides support to CNU in a variety of ways. For example, site design occurring on CNU is reviewed by City Department of Engineering staff, as the campus drains into the City's Municipal Separate Storm Sewer System. An enhanced partnership will be fostered between CNU and the City through the longterm wetland and riparian buffer monitoring of the Deep Creek shoreline restoration project. Dr. Heather Harwell, Assistant Professor of the Department of Organismal and Environmental Biology, has provided a letter of support (attached) that details her experience in similar shoreline restoration monitoring efforts and indicates her interest in this project.

H. Budget Narrative and Impacts

See Attachment III for the detailed budget narrative.

In the event that a 20% budget cut were requested, educational signage would not be included at the project site. Remaining costs would be absorbed by the City.

2015-16 Water Quality Improvement Fund - Nonpoint Source Grants
Attachment A-2 - Budget Detail

Name of Applicant:	City of Newport News
Title of Proposal/Project:	Deep Creek Shoreline Restoration

1. Personnel (Grantee staff salaries or wages)

Individual	Position	Hourly Rate	Hours	DEQ Funds	Match Funds
			Personnel subtotal	$ -	$ -

2. Fringe benefits (Grantee staff benefits)

Individual	Position	Fringe Rate	Personnel Cost	DEQ Funds	Match Funds
			Fringe subtotal	$ -	$ -

Description		DEQ Funds	Match Funds
3. Travel (Vehicle miles, trainings, other travel expenses)			
Mileage	XXX miles @ $0.XXX/mile		
Meals	[provide specific description]		
Lodging	X nights @ $X/night		
Training costs	[provide specific description]		
Other	[provide specific description]		
	Travel subtotal	$ -	$ -

4. Supplies (List supplies and identify vendor if known; provide detail and relate to specific work plan elements)

Description	DEQ Funds	Match Funds
Educational signage	250	250
Supplies subtotal	$ 250.00	$ 250.00

5. Contractual (Include payments to partners for staff time and project expenses and other non-construction contractors, printing costs etc)

Name of Contractor	Description of Service	DEQ Funds	Match Funds
Annual Services Consultant	design of plans, specifications, cost	24750	24750
	Contractual subtotal	$ 24,750.00	$ 24,750.00

5. Construction (Costs related to BMP installation.)

BMP Name	Description of Cost	DEQ Funds	Match Funds
marsh area	excavation; sand and marsh plants	27500	27500
stone sill	excavation; stone and filter fabric	102000	102000
riparian buffer	grading, seeding, tree/shrub plantings	7500	7500
	Construction subtotal	$ 137,000.00	$ 137,000.00

7. Other direct (List the other intended purchases, be specific and relate expenses to work plan elements)

Description	DEQ Funds	Match Funds

2015-16 Water Quality Improvement Fund - Nonpoint Source Grants
Attachment A-2 - Budget Detail

Other direct subtotal	***$ -***	***$ -***
Sub-Total Direct Expenses	***$ 162,000.00***	***$ 162,000.00***
8. Indirect (Grant funds are only allowed if applicant has a federally approved indirect rate.)		
	$ -	$ -
Indirect subtotal	***$ -***	***$ -***
Total Project Cost	***$ 162,000.00***	***$ 162,000.00***

General Budget Comments

COMMONWEALTH OF VIRGINIA - Department of Environmental Quality
Water Quality Improvement Fund NPS Implementation Grant
DEQ Grant Contract Agreement # 16383
Attachment B - Project Financial Report Form

Attachment B
Requisition # 678208

Federal ID #:	541148513	**DUNS Number:**	808953058
Grantee:	City of Newport News	**Phone #:**	757-926-8670
Contact Person:	James Clark, Engineer II	**Email address:**	jclark@nnva.gov
Mailing Address	2400 Washington Avenue Newport News Virginia 23607		
Project Title:	Deep Creek Shoreline Restoration		
Grant Period:	September 15, 2016 - September 30, 2018		
Reporting Period:	**Start Date:** Enter Start Date	**End Date:**	Enter End Date

This Attachment B includes an Upfront Payment Request (copy of completed B2 - Upfront Payment Request Form is attached)

This is a REVISED Attachment B; The content replaces the version of the Attachment B previously submitted for report period

DEQ Funds (Federal 319H)	Project Budget	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
(TA) Personnel				$ -
(TA) Fringe				$ -
(TA) Travel				$ -
Fed - Equipment				$ -
(TA) Supplies	$ 250			$ 250.00
(TA) Contractual	$ 24,750.00			$ 24,750.00
(TA) Other Direct				$ -
*(BMP) Construction-Septic				$ -
*(BMP) Construction-Agriculture				$ -
*(BMP) Construction-Urban	$ 137,000.00			$ 137,000.00
TOTAL	**$ 162,000.00**	**$ -**	**$ -**	**$ 162,000.00**

Total Reimbursement Request:	$ -
Total Upfront Payment Request (from B2):	
Total Payment Request:	$ -

[Add comments or notes as needed]

Authorized Signature: _____ ***Date:*** _____

As an authorized represenative of the above referenced Organization, I certify that the funds requested above are accurate to the best of my ability. I understand that financial documentation to meet federal and state reporting requirements must be kept for five years after the terms of this agreement. I also certify that if this payment request includes an Upfront Payment Request, that the BMPs have been certified as complete and any funds in excess of actual payments made to the participant will either be returned to DEQ or credited towards future expenditures for this agreement. The Attachment B should be signed and dated each time is is submitted or revised.

MATCH Funds	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	Unexpended Match Balance
Personnel		$ -	$ -	$ -
Fringe		$ -	$ -	$ -
Travel		$ -	$ -	$ -
Supplies	$ 250.00	$ -	$ -	$ 250.00
Contractual	$ 24,750.00	$ -	$ -	$ 24,750.00
Construction	$ 137,000.00	$ -	$ -	$ 137,000.00
Other Direct		$ -	$ -	$ -
TOTAL	**$ 162,000.00**	**$ -**	**$ -**	**$ 162,000.00**

* Note: Construction funds for this agreement can only be used to pay for cost-share (CS) of BMP installation and can not be shifted to another category to pay for expenses related to technical assistance.

FOR DEQ PURPOSES ONLY: **Agency: 440 Cost Code: 612 Fund: 09340 Program 5150 Account: 5014410**

Element/Project	BUDGET	Current Expenditures	Total Expenditures	Balance
TA	$ 25,000.00		$ -	$ 25,000.00
BMP	$ 137,000.00		$ -	$ 137,000.00
Total	**$ 162,000**	**$ -**	**$ -**	**$ 162,000**

FORM C: MILESTONE TABLE – City of Newport News: Deep Creek Shoreline Restoration Project

Milestone	Responsible Party	Target Completion Date	Actual Completion	Comments
Submit financial and programmatic reports quarterly to DEQ on the 15th day following the end of the calendar quarter. Final report due 30 days after the grant closes, September 30, 2018	City of Newport News	10/15/2016 1/15/2017 4/15/2017 7/15/2017 10/15/2017 1/15/2018 4/30/2018 7/15/2018 10/30/2018		
Meet with DEQ project manager for preliminary kick-off and semiannual progress review meetings	City of Newport News, DEQ	8/15/2016 12/31/2016 7/15/2017 12/31/2017 7/15/2018		
Project Closeout meeting with DEQ project manager	CITY of Newport News, DEQ	4/15/2016		
QAPP submitted to DEQ for review	City of Newport News, CNU - Dept. of Biology	12/30/2016		
Meet with DEQ Project manager for preliminary kick-off and annual progress review meetings	City of Newport News, DEQ	8/15/2016 7/15/2017 12/31/2017		
Operation and Maintenance Plan	City of Newport News	10/31/2016		
QAPP submitted to DEQ for review	City of Newport News	12/30/2016		
Design of plans, technical specifications, permits, cost estimate, and SWPPP.	Annual Services Consultant	8/1/2016		
Acceptance/Approval of environmental permits from jurisdictional agencies	US Army Corps Of Engineer/ VADEQ/ VMRC/ CNN Wetlands Board	11/1/2016		

2016 WQIF NPS Implementation **ATTACHMENT C DEQ #16383**

Public meeting identifying the project scope	City of Newport News	11/2/2016		
City Council meeting; approval to execute grant agreement and appropriation of City funds	City of Newport News	7/12/2016		
Advertisement of project by City's Office of Purchasing	City of Newport News	1/4/2017		
Receipt of bids to the City	City of Newport News	1/24/2017		
Review of qualified bidders & recommendation of award to lowest responsive bidder	contractor	1/25/2017		
Contract execution; review & acceptance of contractor bonds & insurances	City of Newport News	2/1/2017		
Pre-Construction meeting with City, contractor, & other parties involved with project	City of Newport News	3/6/2017		
Notice To Proceed letter issued to contractor	City of Newport News	3/13/2017		
Review & approval of submittals for construction items	City of Newport News	3/6/2017		
Daily inspections of construction activities	City of Newport News	3/13/2017		
Review & approval of Requests for Information (RFIs) & change orders	City of Newport News	3/13/2017		
Review & approval of invoices for completed work	Contractor, City of Newport News	3/31/2017		
Final inspection of facility	City Of Newport News	9/1/2017		
Submittal of As-built drawings of facility	contractor	9/29/2017		
Monitoring of facility (CNU - Dept. of Biology)	City Of Newport News	9/30/2017		
Inspection of facility (City's Environmental Services Division)	City Of Newport News	9/30/2018		
Operation & Maintenance of facility (City's Public Works and Parks, Recreation, & Tourism Depts.)	City Of Newport News	9/30/2018		

NPS Best Management Practices - Pollution Reduction Tracking Data Form

Attachment D

Project Title:	Award Year	2016	Funding Program	Water Quality Improvement Fund (WQIF)		Contract #	16383
	Deep Creek Shoreline Restoration			Project Sponsor:	City of Newport News	Grant Period	Start 9/15/2015
							End 9/30/2018

BMP #	[1] Installation Date [a] mm/dd/yyyy	[2] Name of BMP Installed (dropdown list)[a]	[3] Project Location Description or Site Name[a]	[4]City or County [a]	*[5] NWBD Hydrologic Unit Code [a]	[6] Site Location in Decimal Degrees [c]	
						+Latitude	-Longitude
1							
2							
3							
4							
5							
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17							

PAGE 2 - Attachment D NPS Tracking Form		16383	Form Revised 8/22/2014

This form is an electronic EXCEL form and must be submitted as such when all BMPs are installed for a project. Please do not make any changes to the collumns or structure of this form. For an electronic copy of this form contact your DEQ project manager or npsgrants@deq.virginia.gov [(a)] Required fields for all types of practices, check the NWBDlut tab for hydrologic unit descriptions; [(b)] These fields are needed unless otherwise denoted as non applicable (NA), check the BMPlut tab for BMP definitions for each BMP type. [(c)] Locations indicated with latitudes and longitudes are desired but not mandatory if not available. Enter negative longitudes.

[7] Existing Land Use [(a)]	Measures						[12] Design Lifespan (yrs) [(a)]	[13] [(a)] Amount of Grant Funding	[14] Amount of Other Funding	[15] Source of Other Funding	[16] Comments or Other Information	[17] Description of BMP and Measures if Chosen Practice Code is "Other"
	[8] [(b)] Quantity (Count)	Quantity Description	[9] Area Affected (Ac) [(b)]	Area Description	[10] (ft) Practice Length [(b)]	[11] (ft) Practice Width [(b)]						

GENERAL TERMS AND CONDITIONS
FOR STATE FUNDED GRANT CONTRACTS

1. **APPLICABLE LAWS:** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

2. **APPLICATION FOR ASSISTANCE:** If grant funding assistance is continued year to year, the Grantee shall submit a complete application, including the proposed workplan, to the Department at least 75 days prior to the beginning of the next project period unless otherwise specified in the Special Terms and Conditions.

3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

4. **CERTIFICATION - CONFLICT OF INTEREST:** The Grantee warrants that it has fully complied with the Code of Virginia State and Local Government Conflict of Interests Act (http://law.lis.virginia.gov/vacode/title2.2/chapter31/).

5. **CERTIFICATION - DRUG-FREE WORKPLACE:** The Grantee warrants that it shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988", and all applicable federal implementing regulations, including 15 CFR Part 26 or 40 CFR Part 32, which require that the Grantee take steps to provide a drug-free workplace.

   The Grantee certifies that it will or will continue to provide a drug free workplace by:

   (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   (b) Establishing an ongoing drug free awareness program to inform employees about:

   (1) The dangers of drug abuse in the workplace

   (2) The Grantee's policy of maintaining a drug free workplace

   (3) Any available drug counseling, rehabilitation, and employee assistance programs, and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   (c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

   (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Contract, the employee will:

   (1) Abide by the terms of the statement; and

   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

   (e) Notifying the Department in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

   (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

   (1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approve for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

   (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

6. **CERTIFICATION - NONDISCRIMINATION:** During the performance of this Contract, the Grantee agrees as follows:

   (a) The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Grantee. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   (b) The Grantee, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Grantee is an equal opportunity employer.

   (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   The Grantee will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

7. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Contract and other provisions of collateral contracts which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.

8. **CREATION OF INTELLECTUAL PROPERTY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** All copyrightable material created pursuant to this Contract shall be considered work made for hire and shall belong exclusively to the Department. Neither party intends any copyrightable material created pursuant to this Contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If any copyrightable material created pursuant to this Contract cannot be deemed work made for hire or is deemed part of a joint work, the Grantee agrees to irrevocably assign, and does hereby irrevocably assign, its entire copyright interest in such material or work to the Department and shall execute and deliver such further documents as the Department may reasonably request for the purpose of acknowledging such assignment.

   The Grantee warrants that no individual, other than regular employees of the Grantee or Department working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Contract, unless such individual and his or her employer, if any, have signed an intellectual property contract satisfactory to the Department before commencing such participation.

   The Department shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Contract. The Grantee shall not patent any invention conceived in the course of performing this Contract.

   The Grantee hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by the Department, the Grantee's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of this contract by the Department shall have the effect of rescinding the provisions of this Section.

   This provision applies only to materials or documents developed with Contract funds. It does not apply to materials or documents previously copyrighted or registered under the Grantee's copyright or trademark or to materials or documents which are developed with other funds.

9. **DISCLAIMER:** Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project or work contained herein. Furthermore, the Grantee shall not assign, sublet, or subcontract any work related to this Contract or any interest it may have herein without the prior written consent of the Department.

10. **DOCUMENTS:** The Grantee may retain any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Contract and not required to be delivered to the Department. The Department shall have the copyright to all such materials, and unlimited rights to use any such materials. Where necessary for the Department's full enjoyment of its copyrights and

other rights referenced in this Contract, the Grantee shall provide a clear, reproducible copy of such materials (machine readable upon request) to the Department.

The Grantee has permission to reproduce and distribute any material or documents prepared by the Grantee and for which the Department owns the copyright, but only where necessary or expeditious to the performance of the Grantee's obligations under this contract.

This provision applies only to materials or documents developed with contract funds. It does not apply to materials or documents previously copyrighted or registered under the Grantee's copyright or trademark or to materials or documents which are developed with other funds.

11. **EMPLOYEE ADMINISTRATION AND COSTS:** In the event this Agreement provides funds to the Grantee for personnel or personnel related expenditures, the Grantee shall be solely responsible for all: (a) personnel administration and obligations, to include, but not limited to: hiring, evaluations, termination, etc.; and (b) costs, to include, but not limited to: payment for leave, unused time, unemployment insurance and unforeseen employment liabilities (e.g. unemployment compensation, leave pay out, workers compensation, etc.). The DEQ shall not assume any responsibilities or obligations as an employer; nor shall the DEQ assume any liability (during or after the term of this Agreement) for personnel related costs incurred by the Grantee in order to fulfill its obligations under this Agreement (except as noted below):

    Note: The DEQ may, in its sole discretion and as specifically allowed in this Agreement, or in accordance with the overriding federal costs principles, reimburse the Grantee for salary and eligible fringe costs incurred during the performance of this Agreement.

12. **FINANCIAL RECORDS AVAILABILITY:** The Grantee agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by an independent auditor, whichever is earlier. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

13. **FISCAL CONTROL:** The Grantee shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, contract funds. The Grantee shall for the purpose of this contract:
    (a) Provide all accounting, bookkeeping, fiscal, and administrative services required by or related to this Contract.
    (b) Request partial payment due from the Department in accordance with the terms of this Contract.
    (c) Maintain appropriate support for all expenditures incurred and maintaining all books, documents, papers, accounting records, and other evidence supporting the costs incurred associated with this Contract. It shall make such materials available at its offices at all reasonable times during the Contract period, and for three years from the date of final payment under this Contract, for inspection and audit by the Department or any authorized representative of the Department.

14. **INDEMNIFICATION (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** Grantee agrees to indemnify, defend and hold harmless the Department and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Grantee/any services of any kind or nature furnished by the Grantee, provided that such liability is not attributable to the sole negligence of the Department or to failure of the Department to use the materials, goods, or equipment in the manner already and permanently described by the Grantee on the materials, goods or equipment delivered.

15. **INDIRECT COSTS:** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the Contract.

16. **INTEGRATION AND MODIFICATION:** No alteration, amendment or modification in the provisions of this Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

17. **LIABILITY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** The Grantee shall obtain and maintain, during the life of this Contract, such bodily injury liability and property damage liability insurance as will protect it from claims of damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract. If the Grantee has a self-insurance program, it may self-insure the risks associated with this Contract in lieu of the commercial insurance required herein.

18. **OBLIGATING FUNDS BEYOND PROJECT PERIOD:** The Grantee shall not incur costs or obligate funds for any purpose pertaining to the project beyond the expiration date stipulated in the contract.

    Any extension of the award period can only be authorized by the Department. Verbal or written assurances of funding from other than the Department shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

    The Department has no obligation to provide any additional prospective funding. Any renewal of the award to increase funding and to extend the period of performance is at the sole discretion of the Department.

19. **PRECEDENCE OF TERMS:** The Contract consists of several documents. In the event of a conflict between or among terms in these documents, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Contract form; and the Scope of Work.

20. **PRIOR WRITTEN APPROVAL OF CHANGES:** The Grantee must obtain prior written approval from the Department for changes to the Contract, including, but not limited to, changes of substance in program activities, designs, or plans set forth in the approved scope of work or project workplan.

21. **REGULATORY COMPLIANCE:** The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

22. **RENEWAL OF CONTRACT:** The Contract may be renewed by the Department upon written contract by both parties under the terms of the current contract, prior to the expiration.

23. **SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

24. **SUBCONTRACTS:** No portion of the Scope of Work shall be subcontracted without the prior written consent of the Department. The Grantee shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act in making such awards.

25. **TERMINATION FOR CAUSE:** The Department reserves the right to terminate the grant in whole, or in part, at any time before the date of completion, upon written notice to the Grantee that it has failed to comply with the conditions of the Contract. In connection with such termination, payments made to the Grantee or recoveries by the Department shall be in accord with the legal rights and liabilities of the parties.

26. **TERMINATION FOR CONVENIENCE:** The Department may terminate any resulting contract, in whole or in part, upon thirty (30) days written notice to the Grantee specifying the extent to which the performance under the contract is terminated, and the date of termination. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, in whole or in part, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party specifying the extent to which the performance under the contract is terminated, and the date of termination. In addition, (a) the Department may terminate the contract immediately if its funding is terminated or; (b) the Department or the

Grantee may terminate the contract, in whole, or in part, if both parties agree that the continuation will not produce beneficial results commensurate with further expenditure of funds; in this event, the Department and the Grantee shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

In the event the contract (or portion thereof) is terminated (regardless of cause), the Grantee shall not incur new obligations for the contract (or terminated portion thereof) after the effective date of termination, and shall cancel as many outstanding obligations as possible; however, termination shall not relieve the Grantee of the obligation to deliver and/or perform on all outstanding obligations established prior to the effective date of cancellation.

27. **USE OF GRANT FUNDS:** Grant funds shall only be used for the purposes and activities covered in the Project Workplan.

SPECIAL TERMS AND CONDITIONS
FOR WQIF NPS GRANT CONTRACTS

1. **MATCHING FUNDS:** If this Agreement is contingent upon cash and in-kind contributions by the Grantee to the project, the required amount of matching funds will be indicated on the Project Financial Report Form, Attachment B, of these Agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of DEQ with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to DEQ in the quarterly and final reports the same as grant funds.

2. **GEOSPACIAL DATA STANDARDS**: If this agreement includes the creation or generation of geospatial data then that data must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

3. **LAWS, REGULATIONS AND PERMITS**: The Grantee agrees to follow all appropriate local, regional, state or federal laws or regulations that may be required during the execution of the Agreement. This includes ensuring that the acquisitions of all necessary permits are obtained prior to the implementation of any grant funded activity. The Grantee must be able to provide any documentation, upon request regarding necessary permits. The approval of this work plan or the execution of this contract does not imply nor does it guarantee that a federal, state or local permit will be issued for a particular activity.

4. **BEST MANAGEMENT PRACTICE (BMP) OPERATION AND MAINTENANCE**: The Grantee will assure the continued proper Operation and Maintenance of all nonpoint source best management practices (BMPs) that have been funded under this Agreement through agreements with landowners and participants. BMPs shall be operated and maintained for the expected lifespan and in accordance with commonly accepted standards and specifications. Grantees shall include a provision in every applicable sub-agreement (grant or contract) awarded under this Agreement requiring that BMPs funded under the agreement are properly operated and maintained.

   Within sixty (60) days of the effective date of this Agreement, the Grantee will submit to DEQ, for review and approval, an Operation and Maintenance Plan for Best Management Practices (and associated Landowner Agreement) and other on-the-ground implementation aspects of this project. The Grantee (or its designees) will operate and maintain the project, or secure the operation and maintenance of the project through landowner agreements, in a manner consistent with the plan as approved by DEQ. Utilization of the "Virginia BMP Incentives Program Contract" (or DEQ approved equivalent) and adherence to either DCR's "Agricultural BMP Cost-share Manual" or DEQ's "Total Maximum Daily Load (TMDL) Implementation Cost-Share Best Management Practice (BMP) Guidelines" is considered an adequate Operation and Maintenance Plan and landowner agreement for agricultural and residential septic practices.

   DEQ (and its agency partners) and EPA respectively reserve the right to periodically inspect a practice during the lifespan identified in the Operation and Maintenance Plan or agreed to specification to ensure that operation and maintenance are occurring. Please note that the enforceable length for this term and condition coincides with the length of period identified in the Operation and Maintenance Plan (e.g. 10 years). The Grantee and all its partners and recipient of State WQIF funds agree to maintain BMPs for the lifespan in accordance with approved operation and maintenance plan and landowner agreement. The Grantee and its designees agree to refund all or part of the cost-share financial received if BMPS are found not to meet program specifications required at the time of installation/payment or if the practices are removed or not properly maintained during the lifespan of the practice(s). The Grantee and sub-Grantee, must agree that the sale, lease or changed use of the property will not exempt the Grantee and its designees from fulfilling these requirement(s). Should the property change ownership during the lifespan of the practice(s), the Grantee must have property owners agree to complete an "Agreement

Transferring Responsibility for Best Management Practice" form and submit that to DEQ. DEQ may require the Grantee or sub-recipient of grant funds for eligible BMPs to refund all or a portion of grant funds if the owner of the property hosting the BMP sells or loses control of the land under which a grant funded project is associated.

In the event that the Grantee (or its sub-Grantees or designees) fails to comply with the terms of this Agreement, DEQ shall give written notice specifying the failure to comply and shall give the Grantee the time to correct such failure as provided for herein with respect to a breach of this Agreement. **For nonpoint source BMP installations funded through this Agreement, if the Grantee, and sub-Grantees or designees do not comply within ninety (90) days of receipt of written demand from DEQ, the Grantee shall repay an amount, calculated on a straight line pro-rated basis, of the grant funds used for the installation.**