

Grant Project Management Manual

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Virginia Department of Conservation and Recreation
Division of Soil & Water Conservation
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This Grant Project Management Manual is designed as a reference for Project Sponsors / Grantees and for DCR staff assigned as the DCR Project Manager for grants funded by the Virginia Department of Conservation and Recreation through the Virginia Water Quality Improvement Fund, EPA Section 319/NPS Implementation Grant, EPA Chesapeake Bay Implementation Grant, EPA Chesapeake Bay Regulatory and Accountability Program Grant and NOAA Coastal Zone Management NPS Program. This manual is also available on the DCR website, http://www.dcr.virginia.gov/soil_&_water/grants.shtml.



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Grant Project Management Manual

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The content of this manual as well as other information on DCR-DSWC's NPS grants is available on the DCR website, http://www.dcr.virginia.gov/soil_&_water/grants.shtml. (Page [numbers](#) are hyper links to referenced page in document)

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Grant Management Introduction

ATTENTION- Use of this manual is intended for Grantees/recipients of DCR-Division of Soil and Water Conservation subgrants administered through the Grants Section (including: WQIF/WQIA, Bay/CBIG, 319, CBRAP, and NFWF). This manual is not intended to provide guidance for grants received by Soil and Water Conservation Districts (SWCDs) for operational or Virginia Agricultural Cost Share BMP program purposes.

Background:

The Virginia Department of Conservation and Recreation (DCR), as the lead nonpoint source (NPS) agency in the Commonwealth is tasked with the acquisition and disbursement of grant funds from federal and state agencies and non-profit organizations.

Section 10.1-104.1 of the Code of Virginia; designates the DCR as the lead agency for the Commonwealth's NPS pollution management programs. This section assigns responsibility to DCR for the distribution of assigned funds, identification and establishment of priorities of NPS related water quality problems.

Section 10.1-2124 of the Code of Virginia; requires that DCR shall assist local governments, soil and water conservation districts, and individuals in the control of nonpoint source pollution, including nutrient reduction, through technical and financial assistance made available through grants provided through the establishment of the Water Quality Improvement Fund (§ 10.1-2128) and nonpoint source grants provided in § 10.1-2132 [sub-awards of other grants received by DCR].

A variety of NPS grant programs are administered by DCR and the Division of Soil and Water Conservation (DSWC). In many cases DCR has applied for and received federal funds or funds from non-profit organizations and is issuing sub-agreements in the form of grants and agreements. In other cases, DCR has received appropriations from the General Assembly and has issued a Request for Proposals of state funds and is entering into cooperative agreements and grant agreements for accepted proposals. All of these programs have different purposes and guidelines which must be adhered to.

NPS Grant Programs:

- A) Section 319 NPS Management Implementation Grant Program (Federal) – “319”
http://www.dcr.virginia.gov/soil_and_water/ss319.shtml
- B) Section 117 Chesapeake Bay Implementation Grant Program (Federal) – “CBIG”
- C) Section 117 Chesapeake Bay Regulatory and Accountability Program (Federal) – “CBRAP”
- D) Chesapeake Bay Restoration Fund (State) – “CBRF”
http://www.dcr.virginia.gov/soil_and_water/bayfund.shtml
- E) Virginia Water Quality Improvement Fund (State) – “WQIF”
http://www.dcr.virginia.gov/soil_and_water/wqia.shtml
- F) Virginia Agricultural Cost Share BMP Program (State) – “VACS”
http://www.dcr.virginia.gov/soil_and_water/costshar.shtml

Other NPS Grant Opportunities:

In addition to grants issued through the above referenced grants, occasionally DCR is a recipient of other state, federal or non-profit funds that are then issued to other entities, localities, non-profits, state agencies in the form of grant or cooperative agreements. Examples of recent funding programs include: National Fish and Wildlife Foundation (NFWF), United States Department of Agriculture (USDA) - Natural Resources Conservation Service (NRCS).

Purpose of the *Grant Project Management Manual*:

Audience: This *Grant Project Management Manual* is designed as a reference for Project Sponsors (Grantees) and for Virginia Department of Conservation and Recreation (DCR) staff assigned as the DCR Project Manager for grants funded by DCR-Division of Soil and Water Conservation (DSWC), Grants Management Section. This manual is applicable to grants and sub-awards issued for the above listed grant programs and opportunities with the exceptions of the grants and agreements issued to Soil and Water Conservation Districts through DCR's Virginia Agricultural Cost-Share BMP Program.

Purpose: The purpose of the *Grant Project Management Manual* is to provide useful information that will help ensure the proper acquisition, administration, management, reporting and tracking of grant project related information to support NPS activities as well as ensure the standard implementation of required grant policies and procedures.

Content: This manual is divided into six sections and four appendices.

Manual

- **Section A – General Grant Project Administration:** This section discusses the roles and responsibilities for grant administration for Grantees. Topics covered include: developing a scope of work, reporting, tracking grant funded employees, scheduling, etc.
- **Section B – Financial Administration:** This section discusses the requirements and techniques for required financial management and administration of grant funds. Topics covered include: financial record keeping, grant reimbursements, financial forms, financial narratives, accounting for advance payments, budget categories, match information, etc.
- **Section C – BMP Implementation: Permits, Design and Operation & Maintenance:** This section discusses the requirements for projects that include any best management practice (BMP) implementation. It includes information on obtaining appropriate approvals, permits and design and maintenance plans.
- **Section D – NPS Pollution Reduction Tracking for BMPs:** This section discusses the requirements for tracking the BMPs installed through DCR funded grants.
- **Section E – Quality Assurance Project Plans:** This section describes requirements for projects including water quality monitoring and data collection.
- **Section F – Other Information:** This section discusses other required and or useful information related to managing grant projects, W-9 Form requirements, acknowledgements, logos, 1099 Form requirements and federal terms.

Appendices

- **Appendix I – Grant Agreement Package Template**
- **Appendix II – Optional forms**
- **Appendix III – Procurement**
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Section A – General Grant Project Administration

- ❖ A-1 Introduction
- ❖ A-2 Who's Who & Primary Roles in Grant Project Management
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- ❖ A-4 Quarterly Report Schedule – Calendar
- ❖ A-5 Grantee Reporting Requirements
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A-1 Introduction to Grant Management

Introduction

Receiving a grant award is a big responsibility but well worth the benefits to Virginia's environment. Grant funding is not always available so is therefore very competitive. Responsibly managing a grant is the key to a successful project and may result in favorable reviews when applications for future grants are considered.

The first step in grant management is to recognize the responsibilities of each partner involved; this includes distinguishing the roles and responsibility for grant project sponsors (Grantees) and DCR. For the most part, partners for the grant project implementation are identified in a grant Scope of Work. It is incumbent upon the grant project sponsor to have written commitments from partners intended to be used for project implementation or match. The Grantee shall organize all meetings and involved stakeholders.

DCR is your partner as well. Our ultimate goal is to insure successful projects and we will assist in every way possible. Each Grantee statewide will be treated fairly and with understanding to see that projects benefiting the waters of the Commonwealth are completed. However, to run a successful grant program, DCR must adhere to procedures and protocols. Expectations are clearly defined in the grant agreement and in this grant manual. If questions arise, please feel free to contact the assigned DCR Project Manager or Grant Manager.

Steps in Successful Grant Management

DCR strives to provide necessary guidance for Grantees to understand roles and responsibilities. It is critical that Grantees comprehend what will be required by them to manage the grants they receive from DCR and the expectations of DCR.

Grant Agreement:

The DCR-issued grant agreement package will be submitted to successful grant applicants for mutual consideration. The package is made up of a grant agreement and up to five attachments. Once signed, this agreement package is legally binding and cannot be changed unless there is an official grant amendment approved and signed by DCR. The language in the grant agreement template is **non-negotiable**. The activity described in the scope of work (Attachment A) will be negotiated between DCR and the Grantee and will be based on the work outlined in the original proposal. The agreement must be signed by the sponsoring organization and by the DCR Director and Division of Soil and Water Conservation Director. Once signed, the grant agreement becomes a contract between DCR and the Grantee. More information on the grant agreement package can be found in Section A-3.

Kick-off Meeting:

Once an executed grant agreement is obtained, your assigned DCR Project Manager will call a kick-off meeting. This meeting should be held within the **first 30 days** of the grant agreement period. At the meeting, the Grantee will be presented with all documents and electronic files. The meeting will be a chance for the Grantee and the DCR Project Manager to get acquainted, discuss the basics of the grant including timeline, reporting expectations, financial management, and ask questions. It is suggested that other project partners be invited to attend this meeting if they hold responsibility for significant parts of the work. DCR will not approve any financial reimbursements or any quarterly

reports if this meeting is not held and the DCR Project Manager does not believe that all significant partners have attended.

Quarterly Reporting:

The grant agreement requires, at a minimum, quarterly reporting. Based on the calendar, there are four quarters in every year encompassing a three month time frame. Reports are always due on the 15th of the following month marking the end of the quarter. Quarterly reporting requirements are discussed in Section A-2 along with more information and specific deadlines in Sections A-3, A-4 and A-5. A quarterly report checklist (A-6) is also provided for use as a transmittal cover to help with submitting complete quarterly reports. Reporting is also discussed on page two of the grant agreement.

Mid-term Review:

All projects will be required to undergo a 'mid-term' review. The DCR Project Manager will call for a mid-term evaluation meeting. The purpose of this meeting is to ensure the grant project is on target for completion of all deliverables during the grant period. The meeting may include other partners but is specifically for the benefit of the Grantee. This meeting may include field visits to inspect completed projects.

Project Completion:

Every project must be completed within the grant agreement period specified on page one of the grant agreement. Once the project has been completed, photographs must be taken to document project installation, monitoring data must be summarized, all applicable practice certifications must be obtained, and a final report must be submitted (see below). All project invoices must be paid before the end of the grant period. Also, the DCR Project Manager must visit each project site for a final inspection. Grantees may receive "grant project close out correspondence" from their DCR Project Manager describing any additional steps they must follow to closeout their project.

Grant Extensions:

DCR has a standing policy to discourage extensions and they are rarely granted. Grant extensions result in increased financial tracking, reporting and project management workload. Extensions will only be considered when there are circumstances beyond the control of the Grantee, if appropriate justification is provided and if a request is made well in advance of the original ending date.

Final Report:

After the grant agreement period closes and the project is completed, DCR requires a final report due no later than 45 days after closing date. For example, if the grant expired on June 30, 2013, the final grant report would be due on August 15, 2013. In some cases the *cumulative final report* is the only deliverable for a grant project, such as a research project where all data is compiled into a final document submitted at the close of the project. Grantees who submit quarterly reports throughout the term of the grant are not expected to repeat all previously reported details in a final report and instead provide a broad summary of the entire project. The report shall summarize all major project accomplishments and challenges, impacts to the work area after the grant is completed, as well as summarize all expenditures and match. The final report will also be the *final quarterly report* by which the Grantee will request the final reimbursement. Projects that include installation of best management practices (BMPs) must include the NPS Pollution Reporting Form (Attachment D) with their final report.

A-2 Who's Who & Primary Roles in Grant Project Management

Three key parties involved in the administration and management of DCR grants are listed below followed by a table that provides a general summary of the primary roles for each.

Grant Project Sponsor / Grantee: The recipient of a grant award issued by DCR responsible for direct implementation of all elements associated with a project award as outlined in the grant agreement.

DCR Project Manager: The DCR Regional Office or Central Office staff person assigned to manage a grant project and serve as the primary point of contact to Grantees for grant and project related questions.

Grant Manager: The Central Office staff person who administers a grant program is called the Grant Manager. This person issues program guidance, executes grant contracts, processes payments, and generates grant program reports. The DCR grant programs and Grant Managers are:

<ul style="list-style-type: none"> EPA Section 319 / NPS Grant Nicole Sandberg, NPS Grant Manager (804) 692-0839 or Nicole.Sandberg@dcr.virginia.gov 	<ul style="list-style-type: none"> NOAA Coastal Nonpoint Program Todd Janeski, Coastal NPS Program Manager (804) 371-8984 or Todd.Janeski@dcr.virginia.gov
<ul style="list-style-type: none"> EPA Chesapeake Bay Implementation Grant Susan Block, Chesapeake Bay Grant Manager (804) 786-9737 or Susan.Block@dcr.virginia.gov 	<ul style="list-style-type: none"> EPA Chesapeake Bay Regulatory and Accountability Program Susan Block
<ul style="list-style-type: none"> Virginia Water Quality Improvement Fund Susan Block and Nicole Sandberg 	<ul style="list-style-type: none"> National Fish and Wildlife Foundation Grants Susan Block and Nicole Sandberg
<ul style="list-style-type: none"> Other Grants (Miscellaneous) Susan Block and Nicole Sandberg 	<ul style="list-style-type: none"> General Grant Questions swcgrants@dcr.virginia.gov

Tasks → Roles & Responsibilities	Project Sponsors	Project Managers	Grant Managers
Develop RFP / Funding Guidance			X
Solicit Grant Applications		Regionally	Statewide
Write/submit Grant Proposals and Applications	X		
Review Proposals and Grant Applications		X	X
Develop Scope of Work	Writes	Review/Approve	Review/Approve
Communicate Funding Allocation			X
Set up Grant Agreement Packet		Reviews	Develops
Execute Grant Agreement	Reviews/Signs	Reviews	Develops/Issues
Perform Site Inspections / Status Evaluations		X	
Submit Quarterly / Final Reports	X		
Review and Approve Quarterly / Final Reports		Review/Approve	Review/Approve
Amend Budgets (for shifts over 10%)	Requests	Reviews	Approves
Grant Extensions or scope revisions	Requests	Reviews	Approves
Operation and Maintenance Plans	Writes	Reviews	Approves
Spot Checks		X	
Approve Reimbursement Requests		Approves	Processes
Process Payments			X

A-3 Grant Agreement Package

All recipients of grant funds administered by the Grant Section of the Division of Soil and Water Conservation must sign a grant contract in order to receive funds to implement their project. The grant package consists of a standard five-page grant agreement contract and up to five attachments. A sample grant agreement package is included in this manual as Appendix I. A brief description of each part of the grant agreement package is outlined below:

Grant Agreement Contract (5 pages): This five-page document contains the legally binding detail that authorizes DCR to provide grant funds and outlines the terms and conditions that must be followed in order for Grantees to receive and utilize these funds. This part of the grant package is non-negotiable. It is made up of 19 clauses or sections which outline the source of funding and the legal requirements associated with the funding. The following information is addressed in this part:

Page 1- a) Funding source information (including CFDA number), b) General Provisions Time of Performance and c) Compensation; **Page 2-** a) Matching Funds, b) Scope of Service and c) Assistance; **Page 3-** a) Records Availability, b) Creation of Intellectual Property, c) Documents, d) Termination, Breach and Enforcement; **Page 4-** a) Quality Assurance/Quality Control Project Plans, b) Reporting and Tracking Information Management Systems, c) Operation and Maintenance, d) Certification – Conflict of Interest, e) Acknowledgments; and **Page 5-** a) Subcontracts, b) Applicable Laws and Regulator Compliance, c) Sovereign Immunity, d) Disclaimer.

The five attachments, when included in the package, also become part of the contract. These attachment parts are:

- 1) **Scope of Work (Attachment A):** A scope of work (SOW) describes in detail the activities, scope of service, or plan of work of the project and is the final document that dictates what activities are acceptable and fundable. The SOW should include a background on the problem, described the work proposed and any methodology to be used and include a description of the outcomes, outputs, environmental results and deliverables. A financial narrative description of the budgeted expenses which are categorized on the Financial Reporting Form should also be included as a part of the Scope of Work.
- 2) **Financial Reporting Form (Attachment B):** This is further described in Section B.
- 3) **Milestone Table (Attachment C):** The milestone table is a timeline of the activities and actions a Grantee will undertake that will end with the completion of all stated activities and deliverables described in the Attachment A.
- 4) **NPS Pollution Tracking Data Form for BMPs (Attachment D):** This form is the mechanism by which Grantees report and describe to DCR what BMPs were installed and where. DCR in turn uses this information to calculate pollution reductions and report deliverables.
- 5) **Administrative and Programmatic Terms and Conditions (Attachment E):** The grants DCR issues are sub-agreements of state or federal funds that DCR receives from other awarding authorities. As such DCR is legally required to pass along to recipients of any sub-agreements the administrative or programmatic terms and conditions for the grant programs funding these awards.

A-4 Quarterly Report Schedule – Calendar

Quarterly reports for DCR grant projects are due to the DCR Project Manager by the 15th day of the month following the end of each calendar quarter. If the 15th is a holiday or weekend, the report is due the following workday. The example reporting schedule provided below is for 2011 calendar months.

Note: The October – December quarterly report is due January 15, 2012.

The **January - March quarterly report** is due April 15.

January						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

The **April – June quarterly report** is due July 15.

April						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

The **July – September quarterly report** is due October 15.
(Since October 15th is on a Saturday, the reports are due on October 17th)

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

A-5 Grantee Reporting Requirements

A quarterly report serves as the progress report for grant projects. A complete quarterly report will accurately reflect the progress on each aspect of the grant project (narrative), funds expended during the quarter (financial narrative and Attachment B), provide an updated timeline of project milestones (Attachment C, Milestone Table), and record any match accrued during the quarter (financial narrative and Attachment B.) Quarterly reports are cumulative when reporting financial information. Quarterly grant report requirements are also listed in each grant agreement contract, page 2, Section 5.

Excerpt from the standard DCR Grant Agreement:

“(5) **SCOPE OF SERVICE:** The Grantee shall provide the services set forth in the Agreement documents.... Each *quarterly report*, due by the 15th of the following month, shall contain:

- (1) A narrative – Describe the progress in fulfilling the Scope of Work and activities for each deliverable listed in the Milestone Table. Provide both accomplishments and challenges, and a financial narrative with itemized details of expenditures.
 - (2) An updated Project Financial Report Form (Attachment B) - On Attachment B, summarize expenses incurred in the columns under “DCR Funds” and Grantee contributions under “Match Funds.” This form also serves as the reimbursement request, or invoice, for the Grantee, therefore, only copies with the original authorized signature will be accepted by DCR.
 - (3) An updated Milestone Table (Attachment C) – Enter “Actual Completion Date” for specific tasks on the table and provide relevant notes.
 - (4) NPS Pollution Tracking Data Form for BMPs (Attachment D) – Enter data for best management practices installed and completed, if applicable.”
-

The quarterly report is very important. Communication and quarterly reports are signals to DCR that the grant project is on track, on budget, and on-going. Without an accurate quarterly report, there is no way a DCR Project Manager can make informed decisions when answering questions or making decisions that will impact the continuation of the grant project.

Below is a description of each element **REQUIRED** in **EVERY** quarterly report:

- ✓ *Project Narrative:* describes in as much detail as possible the progress made during the project quarter; this portion of the report will include itemized activities according to deliverables in the scope of work. The narrative may also include meeting summaries, planning activities, and photographs. Please include reasons why a project may or may not be on task or target.
- ✓ *Financial Narrative:* describes in detail the expenses and match recorded during the reporting period; the financial narrative is different from the project narrative in that it focuses only on expenses and match. DCR requires the financial narrative in order to assure that all expenses are directly related to the grant project, fair and reasonable amounts, and in accordance with state and federal guidelines. **Submission of copies of invoices and receipts is not required** but may be provided with the appropriate charges highlighted or clearly marked, instead of the itemization of

expenditures in the financial narrative. Examples of financial narratives can be found in Section B-4.

- ✓ *Project Financial Report Form (Attachment B)*: serves as the invoice to DCR for reimbursement of expenses incurred during the quarterly period; without Attachment B, no disbursement of funding can be made. ONLY Attachment B reports with the ORIGINAL signature will be processed for payment. The signatory authority for the Attachment B must be someone within the organization with recognized authority to vouch for the expenses reported. The authorized signatory should be someone other than the report preparer. The Attachment B may look complicated but it is not. The top portion of Attachment B is purely identification and time of reporting information. The middle section of Attachment B is the expense tracking information for grant funds. This section is designated under “DCR Funds”.

The first column “Project Budget” is fixed based on the grant agreement and should never be altered without prior approval. The adjacent column, Current Expenditures, is the column used each quarter to input expenses by budget category incurred during that quarter alone. This column will change each quarter. Cumulative expenses are tracked in the next column, Cumulative Expenditures. This column keeps a running tally of expenses per budget category and should not be altered manually. If using the provided Attachment B electronic Excel form, this column will total automatically. The final column shows grant funding yet to be used by deducting Cumulative Expenditures from the Project Budget. Again, this column will automatically tally and should not be altered manually. Moving on to the “MATCH Funds”, the same procedures are followed for the bottom portion of Attachment B. Match funds are tracked and tallied just as rigorously as grant funding.

- ✓ *Milestone Table (Attachment C)*: is provided as part of the grant agreement and is required to be updated each quarter. Each milestone table has deliverables with associated completion goals listed. The Grantee is required to update the milestone table with actual completion deadlines or give explanation as to why an activity has an altered schedule.

Below is a description of reports that are REQUIRED but may not be applicable to every grant nor required to be submitted each quarter:

- ✓ *Employee Certification of Time Allocation, Employee Time Sheet Tracking Form, or Personnel Activity Report for Professional Employees*: are to be completed if a Grantee is paying for personnel expenses from grant funding or if personnel expenses are being used as match. These are only required in quarters which personnel expenditures or match is recorded. More information on reporting employee time on sample reporting forms is provided in Sections A8-A-10.
- ✓ *Photographs*: are required before, during and after BMP installation.
- ✓ *Operation & Maintenance Plans*: are required to be completed during the **first 60 days** of the grant agreement. Section C of this manual is dedicated to completing and submitting an Operation & Maintenance Plan (Section C-1 and C-4).
- ✓ *Landowner Agreements*: are required when installing any BMP. The Landowner Agreement is a contract between the Grantee and owner of the property where a BMP is to be installed. If

implementing a BMP from the Virginia Agricultural Cost-Share BMP Program, the sign-up sheet used by the Soil and Water Conservation District suffices as the Landowner Agreement. Otherwise, a Landowner Agreement must be signed. Even if the property owner is a municipality, a Landowner Agreement must be signed. The agreement must include: name of Grantee and rightful property owner (property owner if contact is a lessee), acknowledgement of funding source and rate, right of entry for evaluation, installation and inspection, land disturbance expectations, acceptance of responsibility for operation and maintenance, and consequences of a breach in contract. Landowner Agreements must be submitted during the first quarter of all grant agreements. An example Landowner Agreement is provided in Section C-6.

- ✓ *Quality Assurance Project Plans (QAPP)*: are only required if a grant project includes monitoring or excessive data generation. Quality Assurance Project Plans are written documents dictating the quality assurance and quality control (QA/QC) of any monitoring conducted. Section E of this manual offers assistance in preparing a QAPP. All QAPPs must be approved by either the Virginia Department of Environmental Quality (DEQ) or Environmental Protection Agency (EPA) as determined by the Grant Manager. Upon submission to DCR, the Grant Manager will be required to submit all QAPPs to either DEQ or EPA. No water quality monitoring activities may be initiated nor will expenses be paid until the QAPP has been approved by DCR. The QAPP must be submitted within the **first 60 days** of the grant period. If the grant sponsor already has a QAPP approved by the DEQ or EPA, the Grantee must submit the approved plan to DCR within the **first 60 days** of the grant period. See more detail in Section E.

REQUIRED after the installation & certification of ALL Best Management Practices:

- ✓ *NPS Best Management Practices - Pollution Reduction Tracking Data Form (Attachment D)*: is only required to be submitted upon completion and certification of installed best management practices (BMPs). Each grant agreement package will include an electronic Attachment D. Complete the Attachment D and submit electronically with the final report or when the last BMP is installed, functioning, and certified by the appropriate agency with technical responsibility. The Attachment D must be received as an excel form in the format provided. The agency with technical responsibility is usually identified in practice standards and specification, such as the Virginia Agricultural Cost-Share BMP Manual, but if it is not, the technical authority will be identified during the grant agreement process. **No grant will be closed until the Attachment D is submitted. DCR reserves the right to withhold 15% of the reimbursable amount until the completed Attachment D is submitted.** An example of the Attachment D along with instructions for its accurate completion is listed in Section D. Please note that SWCDs who are reporting their BMPs through the Virginia Agricultural BMP Tracking Program may not need to complete an Attachment D.

DCR Clarifications on Reporting Requirements

- If **no activities** for the grant have taken place during the quarter (including match activity) and no DCR expenditures have been incurred then the Project Sponsor may contact the DCR Project Manager and provide this explanation in writing. If no grant activities, a full quarterly report is not necessary. If inactivity in a reporting period may impact specific deadlines and due dates (as listed in the scope of work (Attachment A) or the milestone table (Attachment C) this should be explained and discussed with the DCR Project Manager.

A-6 Quarterly Report Checklist

Grant Agreement Number: _____ Grant Period: _____

Project Sponsor: _____ Project Title: _____

REQUIRED QUARTERLY

	Completed
Project Narrative	<input type="checkbox"/>
Financial Narrative	<input type="checkbox"/>
Signed Project Financial Report Form (Attachment B)	<input type="checkbox"/>
Updated Milestone Table (Attachment C)	<input type="checkbox"/>

REQUIRED PERIODICALLY

	Completed
Photographs	<input type="checkbox"/>
Employee Time Tracking Documentation	<input type="checkbox"/>

REQUIRED WITHIN 60 DAYS OF GRANT AGREEMENT

	Not Applicable	Completed
Operation and Maintenance Plan (O&M Plan)	<input type="checkbox"/>	<input type="checkbox"/>
Quality Assurance/Quality Control Plan (QAPP)	<input type="checkbox"/>	<input type="checkbox"/>
Landowner Agreements	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED AFTER COMPLETION OF ALL BMPs

	Not Applicable	Completed
NPS Pollution Tracking Data Form (Attachment D), electronic	<input type="checkbox"/>	<input type="checkbox"/>

Report Preparer: _____
Signature

Date

A-7 Personnel Charges Tracking Employees Funded By Grants

Recipients of DCR grant funds for projects that include personnel charges are expected to maintain proper documentation of the employee time contributed to the subject grant. This page provides guidelines for tracking the personnel charges for employees funded by DCR grants. The personnel guidelines that follow are required for all DCR grants and are based on rules pertaining to federal funds while also satisfying employee time documentation for state funds.

Employees Working Solely on Single Grant Award or Cost Objective

When employees are expected to work solely on a single grant award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee.

Employees Working on Multiple Activities or Cost Objectives

For employees working a portion of their time on sub-award activities or when working on multiple activities or cost objectives, a distribution of the employee salaries or wages will be supported by a personnel activity report or equivalent documentation. The personnel activity reports (PAR) or equivalent documentation must meet the following standards:

- (a) Must reflect an after-the-fact distribution of the actual activity of each employee.
- (b) Must account for the total activity for which each employee is compensated.
- (c) Must be prepared at least monthly and must coincide with one or more pay periods.
- (d) Must be signed by the employee.

Grantees can meet the requirement of tracking employee time by utilizing the forms in A-8, A-9 and A-10. See examples provided for: 1) Employee Time Sheet Tracking Form (A-8), 2) Employee Certification of Time Allocation (A-9), and 3) Personnel Activity Report for Professional and Non-Professional Employees (A-10).

Budget estimates or any other distribution of time percentages determined before the services are performed, are not enough to meet the requirement of tracking employee time. Documentation of actual time after work is completed is necessary.

The personnel time keeping information provided on this page is based on a summary of federal requirements for accounting for staff time and personnel charges to grants. Specific details regarding these guidelines can be found in the following Federal Circulars:

- OMB Circular A 21- Cost Principles for Educational Institutions, 2 CFR 215 and 220, http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a21.pdf
- OMB Circular A-87 - Cost Principles for State, Local, and Indian Tribal Governments, 2CFR Part 225, http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.pdf
- OMB Circular A-122 - Cost Principles for Non-Profit Organizations, 2CFR Part 230, http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a122.pdf

A-8 Employee Time Sheet Tracking Form (Excel)

Example

Organization: Western Soil and Water Conservation District

Tracking Form Page #: _____

Employee Name: Smith, John W.

PAY PERIOD: 1/12/2011 - 1/26/2011

DATE	DESCRIPTION OF ACTIVITY: General summary of work performed by subject area	Hours attributed to funding source			Total Number of Hours
		Funding Source 1: # 319-20XX-15-PT	Funding Source 2: # BAY-20XX-05-PT	Funding Source 3: State Funds	
1/22/11	Write report on Implementation	4			4
1/22/11	Site visit of BMP construction	2		2	4
1/23/11	Prepare presentation for public meeting		5		5
1/23/11	Attend public meeting		3		3
1/24/11	Review comment on TMDL Implementation	5			5
1/24/11	Write letter for farmer participation	3			3
1/25/11	Farmer sign up of BMP			5	5
1/25/11	Site visit of BMP construction	3			3
1/26/11	Training for District employees			4	4
1/26/11	Educational presentation		4		4
					0
WAGE EMPLOYEES. TOTAL HOURS ----> Use this figure for wage employees. Multiply hours by employee hourly pay to calculate charges for each funding source.		17	12	11	40
SALARY EMPLOYEES. \$ TIME SPENT ----> This percent is used for salaried employees. Total must be 100%.		43%	30%	28%	100%

Signature of Employee : _____

Signature of Supervisor: _____

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A- 9 Employee Certification of Time Allocation

SEMI-ANNUAL PERIOD COVERED: January 1, 2011 - TO - June 30, 2011

DCR Grant Number: xxxxxxxxx (i.e. 319-20##-15-V, 20##-WQIF-05-PT, BAY-20##-10-SR)

The following employees worked during the referenced period solely (100%) on activities outlined in the approved grant work plan associated with the referenced federal grant. Employee costs are closely tracked in the [Organization name] payroll and accounting systems. This certification is provided in lieu of individual time and attendance records. Signatures are of the employee or the employee supervisor for staff located within [Organization name] . This certification is for employees that are paid out of the above referenced project only and not from multiple project contracts. Certification to be completed at least semi-annually and after-the-fact.

	Position Title	Employee Name	Employee or Supervisor Signature
1	District Conservation Technician	Smith, John W.	
2	Karst Education Coordinator	Bland, Jane S.	
3	Environmental Specialist II	Bell, Steve	
4			
5			
6			
7			
8			
9			
10			

(DCR199-174) (09/2010)

A-10 Personnel Activity Report For Professional Employees Example PAR Report

The Personnel Activity Report (PAR) represents an after-the-fact certification of an individual's actual effort. Employees that are pay rolled from or cost-shared to federally sponsored projects (and paid out of multiple funding sources) are required to complete a PAR. For more information about Personnel Activity Reports, please consult OMB Circular A-122, Attachment B, Section 6 ("Cost Principles for Non-Profit Organizations")

PERSONNEL ACTIVITY REPORT

PROFESSIONAL EMPLOYEE

Name of Organization: Western Soil and Water Conservation District

Employee's Name: Smith, John W.

Pay period ⁽¹⁾: Week Starting: 12/26/2010 Week Ending: 01/09/2011

	<u>Distribution of Time</u>	<u>Supervisor's Signature</u> ⁽²⁾
Project A (Grant Contract # WQIF-2010-12)	30%	<u>Jane Doe</u>
Project B (Grant Contract #319-2011-15)	50%	<u>Billy Ray Byrus</u>
Project C (Grant Contract #NFWF-2009-23)	10%	<u>Jane Doe</u>
Administration (Generally funded)	<u>10%</u>	<u>Jane Doe</u>
Total	100%	

This is an after-the-fact determination of my actual activity for the above pay period.

Employee's Signature: John Willie Smith

Date: Jan 18, 2011

- ⁽¹⁾ Reports must be prepared at least monthly and must coincide with one or more pay periods
⁽²⁾ Supervisory official having first hand knowledge of the activity performed by the employee.

Section B – Financial Administration

- ❖ B-1 Introduction to Financial Administration
- ❖ B-2 Guidelines for Completing Budget Categories
- ❖ B-3 Explaining the Project Financial Report Form (Attachment B)
- ❖ B-4 Example #1 – Financial Narrative Text Descriptions
- ❖ B-5 Example #2 – Financial Narrative Using Optional Form
- ❖ B-6 State Travel Regulations – Maximum Grant Reimbursement Amounts
- ❖ B-7 Matching Costs - 40 CFR PART 31
- ❖ B-8 Matching Costs – Volunteers & Land
- ❖ B-9 Short Overview – Grantee Procurement Guidelines
- ❖ B-10 Alternate Reimbursement Options
- ❖ B-11 Accounting for Advance Payments
- ❖ B-12 Interagency Transfer Requirements
- ❖ B-13 Federal Financial Accountability and Transparency Act (FFATA) and DUNS requirements
- ❖ B-14 Federal Terms, Conditions and Regulations

B-1 Financial Administration

Introduction

All financial expenditures (including match) must be accurately reported and tracked. The financial record keeping of any grant sponsoring organization must be performed according to accepted accounting procedures. All financial records associated with a DCR administered grant must be kept and available for up to 10 years.

Reimbursable Grant Agreements

All DCR administered grants are contracted on a reimbursable basis. This means each grant sponsor must pay-out expenses per quarter and request reimbursement. The DCR standard grant agreement states that the funds are reimbursable. Virginia's "Prompt Payment" Act, Article 2.1, Code of Virginia, Sections 11.62.1 through 11.62.11 sets a required payment date of 30 calendar days after the receipt of a proper invoice. The Project Financial Report Form (Attachment B) serves as the invoice for grant reimbursement requests thereby DCR has 30 calendar days to issue reimbursement back to the Grantee upon receiving a complete report. A complete report consists of all items required by the Grant Agreement and discussed in Section A of this manual. An incomplete report will result in needed edits and will therefore reset the 30 day prompt payment requirement.

Budget Categories and Allowable Expenses

All grant-related expenses (including match) must fall within nine accepted budget categories. These budget categories are described in detail in Section B-2. Grantees may only receive reimbursement for expenses that fall within the budget categories of the official grant budget.

Project Financial Reporting Form (Attachment B)

The Attachment B is the mechanism by which a Grantee reports project related expenses (including match) on at least a quarterly basis. This is also the mechanism by which a Grantee requests reimbursement from DCR. Once signed by an officially designated financial representative, this document is a permanent financial record for the grant. This form is described in detail in Section B-3.

Financial Narrative

In addition to submitting a completed and signed Attachment B, Grantees must submit a financial narrative each time they are requesting reimbursement or claiming match. A financial narrative is a detailed description of how the funds requested (grant funds) or reported (match funds), and serves as the backup justification for reimbursement requests. The financial narrative requirement can be met in several ways. It may be as simple as a Quick Books report with detailed explanations; it may include a description in narrative form of what was spent and how the funds were used. There are several optional forms for creating financial narratives that can also be used. Please refer to Section B-4 and B-5 for examples of financial narratives.

Backup Financial Data

Due to the fact that DCR requires a Financial Narrative, DCR does not require Grantees to submit all the detailed financial data (e.g. receipts, invoices, etc.) unless they choose to. However, all Grantees are required to keep this information on file for the required 10 years (this includes information on match). DCR may request to have copies of this information sent if questions arise while reviewing and approving the Attachment B.

Financial Records Retention

Financial records should be maintained for a minimum of 10 years. For grants that include a permanent structure and have a design lifespan beyond 10 years, records should be maintained through the duration of the practice lifespan plus three years. If the Grantee has a records retention policy, all grant records should be maintained in accordance with the approved policy but no less than 10 years. Financial records should be disposed of in accordance with established policy or by the Library of Virginia's recommendations. These recommendations can be viewed at: <http://www.lva.virginia.gov/agencies/records/timely.asp> . An electronic back-up of financially related records is recommended. This may be accomplished through scanning and saving records associated with each grant.

Travel and Per Diem Restrictions

Some grants may provide funds to reimburse project related travel and meeting expenses. Grantees are required to follow their organization's established travel policies if they exist. These policies may not exceed the limits described for the State Travel Regulations. More information on this is covered in Section B-6.

Matching Funds

Most grants issued by DCR-DSWC will have some type of match funds required. Match funds should be considered as part of the entire project. Projects that have specific match ratio requirements can be considered in violation of their grant agreement if they do not meet their required match by the time their agreement ends. More information on match funds is covered in Sections B-7 and B-8.

Procurement

There may be times while implementing a grant project, when a Grantee must hire or procure goods or services. Grantees must follow their organization's established procurement policies if they exist. At a minimum these policies must adhere to the Public Procurement Act (PPA.) Organizations that do not have established policies must follow the PPA. More information on procurement requirements associated with grant projects can be found in Section B-9.

Alternative Reporting & Reimbursement

Grant sponsors may report activity and request reimbursement more frequently than quarterly. With prior approval from the DCR Project Manager, Grantees may submit a "mid-quarter" reimbursement request to cover the expenditures for one or two months instead of waiting for reimbursement until the entire three month period is over. This technique is especially helpful in quarters when large expenditures are made or expected within the first month or two and a Grantee would experience hardship to hold its reimbursement request until the end of the quarterly reporting period. A Grantee must send a complete report (including all elements required when reporting quarterly) to their DCR Project Manager for the shortened period. The DCR Project Manager will review and forward to the Grant Managers. The "Prompt Payment" Act cited previously requires DCR to make payment within 30 calendar days. This option may help Grantees with cash flow management. More on this topic is provided in Section B-10.

Advance Payments

Working capital advances are only allowed when a Grantee has demonstrated the need for a one time, one-quarter advance payment that is typically for personnel costs associated with the grant. Personnel costs are considered salary and fringe and do not include travel, supplies or other direct. A Grantee

may receive a one-time advance for the cost for employees directly servicing a grant project equal to the employee's project salary and fringe for a three month period. Personnel time will be prorated based on the number of quarters covered during the term of the grant and the percent of time said employee will be paid from the grant (e.g. full-time versus part-time employee). After the first quarter advance has been provided, the Grantee can provide quarterly invoices for actual personnel costs and actual expenditures for other goods or services incurred.

Requesting an advance payment constitutes a change in budget and a revised Attachment B must be issued by the Grant Manager. A request for an advance must be submitted to the DCR Project Manager for evaluation in consultation with the DCR Grant Manager. A revised Attachment B will then be issued by the Grant Manager. A specific accounting procedure must also be followed to accurately report advance payments. Please see the "Accounting for Advance Payments" in B-11 to learn how to track expenditures when advance payments are received.

Interagency Transfer

State agencies (other than universities) must request reimbursement of expenses by Interagency Transfer (IAT). Grantees must submit an IAT and an Attachment B (as well as other requirement reporting items). More information on this requirement can be found in Section B-12.

Federal Financial Accountability and Transparency Act (FFATA) and Dunn and Bradstreet Data Universal Numbering System (DUNS®)

A new federal law (FFATA) has placed new requirements for identification of individuals receiving federal funds. These identification numbers are now required on all DCR-issued grants receiving federal funds beginning October 1, 2010. Grantee organizations may be required to register and/or acquire certain identifying numbers. More information on this topic can be found in Section B-13.

OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipients of **federal** (even in the form of subawards) funds must agree to obtain a single audit from an independent auditor if it expends \$500,000 or more in total federal funds (from all sources, not just federal funds issued by DCR) in any fiscal year. Within nine months after the end of a Grantee's fiscal year or 30 days after receiving the report from the auditor, the Grantee shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods ending in 2008 or beyond these materials must be submitted using the Federal Audit Clearinghouse's Internet Data Entry system. Please refer to the Federal Audit Clearinghouse website: <http://harvester.census.gov/fac>. The Grantee shall provide a letter of notice to DCR that it has submitted the above materials and is in compliance with OMB Circular A-133.

B-2 Guidelines for Completing Budget Categories Used With Project Financial Report Form (Attachment B)

The Project Financial Report Form (Attachment B) summarizes the project budget into the budget categories described below. For approved projects, in addition to being part of the project application, this form is an element of the grant agreement and is submitted with the quarterly and final reports serving as the project's invoice. This form is used to record a summary of all expenditures and matching funds. Guidelines for determining budget categories for project expenses are below:

Personnel: Grant funds for personnel charges for staff within the project sponsor's organization, and who are directly involved in the project. Use the actual annual salary or hourly wage of project staff to determine expenditures and/or match amounts based on estimated time to be spent working on the project. This category does not include contractual staff. In-kind personnel contributions from project partners may be listed as personnel contributions under the Match Funds section of the Attachment B.

Fringe Benefits: In the financial narrative please provide the percentage used for fringe benefits, the basis for its computation, and the types of benefits included.

Travel: Mileage traveled and other costs for travel including lodging and meals. Travel reimbursements are for actual costs based on organization policies, and is not to exceed those included in the *Commonwealth of Virginia Policies & Procedures, Topic No. 20335, State Travel Regulations*. An IRS 2010 vehicle mileage rate of \$0.50/mile is used. (see also page B-6.) (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf).

Equipment: Only equipment items valued equal to or greater than \$5000 per unit should be reported. Items less than \$5000 should be listed under Supplies.

Supplies: This category includes tangible property items with a per unit cost value of less than \$5,000. Supplies must be itemized in the financial narrative.

Contractual: Contractual costs include subcontracted work to be completed by those other than the project sponsor. This may include design and engineering services, legal contracts, easement surveys, analysis of water samples, etc.

Construction: This category includes direct costs related to installation of best management practices (BMPs) and other pollution control measures. This can include materials and labor related to BMP construction.

Other Direct: Miscellaneous items. These items must be listed in the financial narrative, in sufficient detail to determine if they are reasonable and allowable.

Indirect: No indirect costs will be reimbursed with grant funds. Indirect charges may be used as project match. The indirect cost rate must be documented in the match narrative. Indirect costs include items such as office rent, electricity payments, telephone charges, etc. Information on determining indirect costs may be found at EPA's Grants website:

<http://www.epa.gov/ogd/recipient/EPATraineeIndirect.pdf>

B-3 Attachment B Explanation

**COMMONWEALTH OF VIRGINIA
Department of Conservation and Recreation**

**Attachment B
EXPLAINING THIS
FORM (RED TEXT)**

Project Financial Report Form
Virginia Chesapeake Bay Implementation Grant
DCR Grant Agreement: WQIA-2011-####

Federal ID # **The Federal ID# is unique. This # is used by DCR in processing payments to grantees.**
 Grantee: _____ Invoice Payable To: _____
 Contact Person: _____ Phone #: _____
 Mailing Address: _____ Email Address: _____
 _____ DUNS Number **9 digit Federal identifier**

Project Title: _____
 Reporting Period: **Enter the period of the reimbursement here; either a quarter or another date range.**
 (beginning date) _____ (end date) _____

Grantees mark an X next to the appropriate quarter period and year.

<input checked="" type="checkbox"/>	January - March	<input checked="" type="checkbox"/>	2011
_____	April - June	_____	2012
_____	July - September	_____	2013
_____	October - December		

The "Project Budget" matches the budget in the Scope of Work. The "Project Budget" does not change unless DCR has approved an "Amended" budget, and if so this would be noted as "Amended Project Budget (DATE)".
DCR Funds (Federal or State)

	Project Budget (A)	Current Expenditures (B)	Cumulative Expenditures (C.)	*Unexpended Project Balance (D)
Personnel	\$ -	\$ -	\$ -	\$ -
Fringe	\$ -	\$ -	C = Previous	D = A - C
Travel	\$ -	\$ -	Expenditures + B	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 1,000.00	\$ 200.00	\$ 500.00	\$ 500.00
Contractual	\$ 15,000.00	\$ 3,000.00	\$ 7,000.00	\$ 8,000.00
Construction	\$ -	\$ -	(\$4,300 in Previous Expenditures)	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ 16,000.00	\$ 3,200.00	\$ 7,500.00	\$ 8,500.00

***TOTAL = Totals on the bottom and to the right calculate automatically in EXCEL.**

Total Reimbursement Request: \$ 3,200.00 The amount of the Reimbursement Request is the TOTAL Current Expenditures.

MATCH Funds

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	\$ -	\$ -	\$ -	\$ -
Fringe	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
Indirect	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ -	\$ -	\$ -	\$ -

The Attachment B serves as the INVOICE for a grant payment. An authorized person who can verify the expenses are accurate signs this form. The original signed Attachment B is sent to the DCR Project Manager who then forwards it to the Central Office Grant Manager for processing the reimbursement request.

Authorized Signature: _____

Date: _____

"Authorized Signature" must be a person with a position inside the organization with granted & recognized authority to validate expenses and request reimbursement.

*These cells are formulas on the electronic version of this form.

An "Authorized Signature" should be someone other than the report preparer.
 (DCR199-174) (09/2010)

B-4 Example #1 - Financial Narrative Text Descriptions

Financial Narrative

Project Sponsor: Big Sandy River Watershed Association (BSRWA)
Project Title: *Little Creek Watershed Restoration Project*
Grant Number: 319-2011-26-PT

Reporting Quarter: July 1, 2011 – September 30, 2011
Date Prepared: October 15, 2011

Prepared By: Jane Doe

The Big Sandy River Watershed Association held several programs during this report period, including a water quality monitoring training, 2 educational presentations, and 1 volunteer wetland planting. The association also staffed a booth at the Environment Virginia Conference at VMI where they presented a display on their on-going restoration efforts. In addition the Association continued its efforts to complete a Watershed Implementation Plan for the Little River by holding a strategic planning coordination meeting. 25 members of the association participated in the 3-hr facilitated event.

DCR Funds

Personnel: \$2,720 - During this report period the project director coordinated strategic planning activities for the Little River Watershed Plan and held 3 educational programs, 1 water quality monitoring training, attended the VMI Environment Virginia Conference, and held 1 volunteer wetland planting. 160 hours @ \$17 / hour

Fringe: \$680 - 25% of Personnel. Fringe included: state/federal taxes, health insurance, etc.

Supplies: \$750-Booth fee for the BSRWA display at Environment Virginia (\$100), printing and mailing of invitations to educational activities (Kinko's \$50, US Post Office \$100), purchase display board for conference booth (\$500 to Booths-R-Us).

Travel: \$418 - Expenses for the project director to travel to/from the VMI conference (400 miles @ \$0.50/mile = \$200), food for coordinator at conference (per diem \$32 day x 2 days = \$64.00), and hotel for two nights (\$77/night = \$154 hotel and tax).

Other Direct: \$2,250- Included project manager registration for the VMI Environment Virginia Conference (\$250), A staff member from the Canaan Valley Institute facilitated a Watershed Plan strategic planning event for the association. Fee included materials preparation in advance, and a report following the event (\$2,000).

Match Funds

Supplies: \$1,000 - Supplies for the wetland planting donated by the Big Plant Store, Inc. This included shovels, hoes for planting, work gloves, and plant stakes.

Construction: \$3,000 - Wetland plants purchased with grant for local Audubon Society chapter.

**EXAMPLE #2 - FINANCIAL NARRATIVE
USING OPTIONAL FORM - EXCEL**

Project Sponsor: Big Sandy River Watershed Association (BSRWA)
Project Title: Little Creek Watershed Restoration Project
Grant #: 319-2011-26-PT

Shaded cells on this EXCEL spreadsheet calculate automatically.

Sections below numbered 1 - 8 are for reporting DCR Grant Fund Expenditures.

This form cover the reporting period beginning: **1-Jul-11** ending: **30-Sep-11**

1. PERSONNEL (Grantee Staff Salaries or Wages)						
	Individual	Position		Hourly Rate	Hours	Total
	Jane Doe	Project Manager		\$17.00	160.00	\$ 2,720.00
						\$ -
						\$ -
	Personnel Subtotal					\$ 2,720.00
2. BENEFITS						
	25% fringe benefit rate for Ms. Doe					\$ 680.00
						\$ -
						\$ -
	Benefits Subtotal					\$ 680.00
3. TRAVEL						
	Mileage	400	miles @	\$ 0.50	per mile	= \$ 200.00
	Meals	2 "Travel Days" @ 75% rate of \$32.00				= \$ 64.00
	Lodging	2	nights @	\$ 77.00	per night	= \$ 154.00
	Travel Subtotal					\$ 418.00
4. EQUIPMENT (Over \$5,000) - Identify equipment type/name and vendor						
						\$ -
						\$ -
	Equipment Subtotal					\$ -
5. SUPPLIES - Identify vendor and describe supplies purchased						
	Booth fee for VMI Environment Virginia Conference					\$ 250.00
	Printing and mailing of invitations for educational activities (Kinko's) (USPS)					\$ 150.00
						\$ -
	Display board for Environment Virginia conference (Booths 'R Us)					\$ 500.00
	Supplies Subtotal					\$ 900.00
6. CONTRACTUAL						
<i>(Non-construction-contractors - e.g. consultants, contractual printing, ect.)</i>						
						= \$ -
						= \$ -
	Other					= \$ -
	Contractual Subtotal					\$ -

7. CONSTRUCTION (Contractors and materials)						
Construction Personnel						
	Individual		Position	Hourly Rate	Hours	Total
						\$ -
						\$ -
						\$ -
Materials (i.e. rock fill, pipes, geotextiles, valves and fittings, water-level control structures, trees, plants, etc.) - Identify supplier/vendor, items, and quantity						
						\$ -
						\$ -
Other Construction Activities						
	Grubbing / clearing				=	\$ -
	Mobilization / demobilization				=	\$ -
	Revegetation				=	\$ -
	Excavation and earthfill				=	\$ -
	Other				=	\$ -
Construction Subtotal						\$ -
8. OTHER DIRECT - Describe expenses and service provider or vendor						
	Project Manager Registration for Environment Virginia Conference					\$ 250.00
	Strategic planning facilitation, preparation, and reporting (Canaan Valley Inst.)					\$ 2,000.00
						\$ -
Other Direct Subtotal						\$ 2,250.00
DCR GRANT EXPENDITURE TOTAL						\$ 6,968.00
IN-KIND / MATCH CONTRIBUTION - Identify source and describe match						
	Wetland planting supplies: shovels, hoes, work gloves, and plant stakes (Big Plant Store, Inc.)					\$ 1,000.00
	Wetland plants; purchased with local Audubon Society grant					\$ 3,000.00
						\$ -
						\$ -
GRANTEE IN-KIND / MATCH TOTAL						\$ 4,000.00

B-6 State Travel Regulations

Maximum Grant Reimbursement Amounts

The maximum reimbursable amounts under DCR grants for travel related expenditures are based on the Commonwealth of Virginia's Policy & Procedures for State Travel Regulations. This policy is CAPP Topic No. 20335. The state travel policy effective October 1, 2010, is available on the web, http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf

Organizations with established travel expenditure rates are encouraged to use their own rates for grant reimbursement requests, but only to the extent these rates do not exceed the state rates. All travel expenses must be reasonable, necessary, and directly related to the grant project. Costs associated with employee training and other travel, and specifically expenses for transportation, lodging, and meals, should be listed under the Travel budget category on the Attachment B. (*Registration fees for training courses, workshops and conferences should be listed under Other Direct budget category.*)

Maximum Reimbursement Rates

1) **Mileage Rate** = Current IRS Standard Mileage Rate, **2010** Business = \$0.50 per mile

2) **Meal & Incidental Expense Per Diem / Business Meal**

Individual meal maximum rates for approved business meal expense reimbursements are based on the Meal & Incidental Expense Per Diem rates. The standard rate is \$41 per day. Some areas of Virginia and different times of year have exceptions to standard per diem rates. These rates are provided in the chart below. Out-of-state travel values may be found in the regulations referenced above.

TOTAL	\$41	\$46	\$51	\$56	\$61	\$66	\$71
Breakfast	\$7	\$7	\$8	\$9	\$10	\$11	\$12
Lunch	11	11	12	13	15	16	18
Dinner	18	23	26	29	31	34	36
Incidentals	5	5	5	5	5	5	5
75% Travel Days	\$32	\$36	\$40	\$44	\$47	\$51	\$55

IN-STATE Location City – (Surrounding Areas)	Lodging Rate <u>Excludes</u> taxes and surcharges	Meals and Incidental Expense (M&IE) Rate <u>Includes</u> tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken
STANDARD	\$77	\$41
EXCEPTIONS		
<i>Abingdon (Washington County) (10/1 – 3/31)</i>	86	46
<i>Alexandria City (see Washington D.C.)</i>	(1)	(1)
<i>Arlington Co.(see Washington D.C.)</i>	(1)	(1)
<i>Blacksburg (Montgomery)</i>	95	46
<i>Charlottesville (Albemarle & Greene County)</i>	113	56
<i>Chesapeake / Suffolk (10/1 – 5/31)</i>	78	56
<i>Chesapeake / Suffolk (6/1 –8/31)</i>	88	56
<i>Chesapeake / Suffolk (9/1 –9/30)</i>	78	56
<i>Chesterfield / Henrico (Chesterfield and Henrico Counties)</i>	87	51
<i>Fairfax County/City</i>	(1)	(1)
<i>Falls Church</i>	(1)	(1)
<i>Fredericksburg (City of Fredericksburg, Spotsylvania)</i>	89	56
<i>James City / York Co / Williamsburg (10/1 – 3/31)</i>	77	51
<i>James City / York Co / Williamsburg (4/1 – 8/31)</i>	91	51
<i>James City / York Co / Williamsburg (9/1 – 9/30)</i>	77	51
<i>Loudoun (Loudoun County)</i>	111	61
<i>Lynchburg (Campbell County)</i>	79	51
<i>Manassas (City Limits)</i>	82	46
<i>Norfolk / Portsmouth</i>	92	61
<i>Prince William County</i>	89	56
<i>Richmond (City Limits)</i>	114	66
<i>Roanoke (City Limits)</i>	99	51
<i>Virginia Beach (10/1-5/31)</i>	89	56
<i>Virginia Beach (6/1-8/31)</i>	144	56
<i>Virginia Beach (9/1-9/30)</i>	89	56
<i>Wallops Island (Accomack County) (10/1-6/30)</i>	84	56
<i>Wallops Island (Accomack County) (7/1-8/31)</i>	125	56
<i>Wallops Island (Accomack County) (9/1-9/30)</i>	84	56
<i>Warrenton (Fauquier County)</i>	93	46
<i>Washington, DC (I) (10/1-10/31)</i>	211	71
<i>Washington, DC (I) (11/1-2/28)</i>	181	71
<i>Washington, DC (I) (3/1-6/30)</i>	211	71
<i>Washington, DC (I) (7/1-8/31)</i>	157	71
<i>Washington, DC (I) (9/1-9/30)</i>	211	71

(1)Washington, DC, includes: Virginia Cities of Alexandria, Falls Church, Fairfax; Virginia counties of Arlington, Fairfax; and, Maryland counties of Montgomery and Prince George's.

Business Meals are associated with groups, not individuals. Therefore, DCR requests that business meal budget allocations be listed under the “Other Direct” budget category. The use of DCR grant funds for business meal reimbursements require the following:

- Advance approval from DCR.
- Evidence the meal involves substantive and bona fide discussions (i.e. copy of agenda).
- A copy of the itemized receipt must be provided.
- Listing by name of all persons involved in the meal and the reason for the meal.
- Reimbursement will be for actual expenses up to the Meal & Incidental Expense amount.

B-7 Matching Costs - 40 CFR PART 31

Matching or cost sharing requirements may be satisfied by allowable costs incurred by the Grantee from other grants or cash donations, or in the value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirement applies. Match uses the same budget categories as listed in Section B-2.

- Neither costs nor the value of third party in-kind contributions may count towards satisfying a matching requirement of a grant agreement if they have been or will be counted towards satisfying a matching requirement of another grant agreement.
- Costs and third party in-kind contributions counting towards satisfying a matching requirement must be verifiable from the records of the Grantee. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs.

Documenting Match Expenses

Match or cost-share must be document during reporting time in the same manner by which regular grant funds are documented and reported. Grantees must have some way by which they track the match received for their grant. Documentation of goods and services must be on file along with normal grant expenses.

Valuation of Donated Services

(1) *Volunteer services.*

Unpaid services provided to a Grantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Grantee's organization. If the Grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. A reasonable amount for fringe benefits may be included in the valuation. Please refer to Section B-8 for more detailed information on how to calculate or credit volunteer match.

(2) *Employees of other organizations.*

When an employer other than a Grantee furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, then the valuation for volunteer service described in the section above applies.

Valuation of Third Party Donations

- Supply contributions will be valued at the market value at the time of donation.
- Use of loaned equipment or space in a building will be valued at the fair rental rate.

The material presented on this page is excerpted and edited from 40 CFR PART 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and is intended to serve as a reference for DCR Project Managers and Grantees.

B-8 Matching Costs – Volunteers & Land

Average Dollar Value of Volunteer Time

Volunteer hours may be applied to the project at rates appropriate to the skill level of the volunteer and/or the nature of the work being performed. Review “Valuation of Donated Service” guidelines on previous page.

If a Grantee is not able to determine the volunteer match value based on the price paid for similar work within their organization, then DCR will accept the Virginia Average Hourly Value as determined by the Virginia Employment Commission. This rate is based on the national dollar value of volunteer time as released by the Independent Sector and posted on their web site, www.independentsector.org. The current web site used for annual updates to the Virginia rate is <http://www.vaservice.org/go/volunteer/statistics/>. The 2009 Virginia Average Hourly Value of Volunteer Time is \$20.93. This value includes 12 percent for fringe benefits. The appropriate value to use for **children** and volunteers 16 and younger is the state or **federal minimum wage**, \$7.25 as of July 24, 2009. These values include FICA and fringe benefit costs.

Value & Requirements for Use of Land as Match

- The reported value of any tract of land used as match, whether acquired or donated, must be substantiated by an approved appraisal done no more than six months prior to the donation or acquisition.
- Property or easements used by private organizations as a match must also be protected by an easement co-held by a public entity. The co-holder of easements for private organizations must be a state agency or a local government jurisdiction.
- The Grantee must include conditions to be placed on any acquired easements. This would include but not be limited to terms of the easement, the amount of development permitted (residential/agricultural, etc.) and any allowed or disallowed land management practices.

Optional Forms for Matching Funds

Appendices II-2 and II-3 of this manual provides several optional forms that may be used by Grantees in reporting match. The use of these forms is entirely optional.

- Match Tracking Form (Excel) (Appendix II-2)
- Match – Letter of Commitment* (Appendix II-3)

***A letter of commitment to verify match contributions toward a DCR grant, which is provided by an organization other than the project sponsor, is required for all match contributions.**

B-9 Short Overview – Grantee Procurement Guidelines

This document provides a short overview of guidelines to be followed by Grantees for purchases made with grant funding from the Department of Conservation and Recreation. See Appendix III for a more in-depth version of the Grantee Procurement Guidelines. The Virginia General Assembly sets forth the requirements for purchases made with public funds in the *Virginia Public Procurement Act [VPPA], Title 2.2, Chapter 43 of the Code of Virginia*.

Any public body whose governing body has adopted alternative procurement policies to meet the VPPA requirements may follow their own established guidelines, assuming they provide for the provisions identified in the VPPA. The VPPA identifies the following requirements:

- **Small purchases procurements:** Non-professional services from \$5,000 - \$50,000, require the written solicitation of a minimum of four bidders. Appendix II-4 provides an example bid solicitation form. For professional services under \$30,000, require a minimum of three phone interviews with A/E firms and a ranking of firms based on qualifications, expertise, capacity, etc.
- **Competitive sealed bidding** or **competitive negotiation** is required for purchases estimated to be over \$50,000; and may be used for lesser amounts.
- Upon a determination in writing that there is only **one source** practicably available for services to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiations [Requires DCR approval.]
- Professional services (such as engineering or architectural) above \$30,000 must be procured by **competitive negotiation**.

Sole Source - The use of **sole source** procurement must be limited to instances where it can be demonstrated that only one source is practicably available. The Grantee must provide a written request to the DCR Project Manager, documenting the determination that there is only one source practicably available. This approval request must explain the following four points:

- 1) Why is this the only product or service that can meet the needs of the Grantee?
- 2) Why is this vendor the only practicably available source to obtain this product or service?
- 3) Why is the price considered reasonable?
- 4) Describe the efforts that were made to get the best possible price?

Professional Services – Professional services are typically provided by an Architectural / Engineering Firm (A/E) for capital outlay projects and for building planning, construction and renovation projects. Land surveyors, geotechnical engineers, soils engineers, or any service requiring the use of a licensed architect, engineer, or surveyor are by state law considered to be and shall be procured as Professional Services.

B-10 Alternative Reimbursement Options

Introduction

All grants administered by DCR are operated on a reimbursable basis. This means Grantees must expend organizational funds for grant related expenses then request reimbursement from DCR through the established reporting process. However, often times Grantee's have minimal operating funds and cannot withstand a significant withdrawal to pay for grant expenses for an entire quarter and the necessary time it takes DCR to process and issue reimbursement. Per DCR Policy, advance payments are not allowed except in those instances where a Grantee has a demonstrated need and where staff is paid with grant funds. For this reason, an alternative reimbursement schedule may help manage cash flow.

Alternative Reimbursement Schedule

As an alternative to requesting an advance payment, grant sponsors may report activity and request reimbursement more frequently than quarterly. DCR will allow Grantees to submit reports and requests for reimbursement on a monthly or more frequent basis for expenses totaling \$500 or more. These are referred to as a mid-quarter reimbursement requests. The reimbursement requests must be for costs associated with the grant for work already completed. With prior approval from the DCR Project Manager, Grantees may submit a "mid-quarter" reimbursement request to cover the expenditures for one or two months instead of waiting for reimbursement until the entire 3 month period is over. This technique is especially helpful in quarters where large expenditures are made or expected within the first month or two and a Grantee would experience hardship to hold its reimbursement request until the end of the quarterly reporting period. These more frequent reports must include all reporting requirements of a quarterly report and be approved in the same fashion as a typical quarterly report. Grantees may opt to only request more frequent reimbursements occasionally or Grantees can establish a consistent more frequent reporting schedule with the assigned DCR Project Manager. A Grantee may send a complete report (including all elements required when reporting quarterly) to their DCR Project Manager for the shortened period. The DCR Project Manager will review and forward to the Grant Managers.

Prompt Payment

According to Virginia's "Prompt Payment" Act, Article 2.1, Code of Virginia, Sections 11.62.1 through 11.62.11, DCR has 30 calendar days to remit payment upon receiving a complete and proper invoice. Grantees must consider this in the reimbursement timeline and assess their cash flow needs.

B-11 Accounting for Advance Payments

Introduction

In accordance with DCR Division of Soil and Water Conservation Policy for Advance Payment of Grant Funds (Revised 6-28-06), DCR only allows for a one-time, one-quarter advance payment for personnel costs. Personnel costs must be a budget category already approved under the grant agreement. Advance payment is not allowed for installation of BMPs, office supplies, or major project expenditures. The Grantee must provide a written request for an advance payment including an explanation of the need for an advance payment. The advance will be approved or disapproved by the DCR Project Manager in consultation with the DCR Grant Manager. Once DCR has approved the advance payment request, a revised Project Financial Report Form (Attachment B) will be developed by the Grant Manager and provided to Grantees via the DCR Project Manager.

Accounting for an advance payment will continue throughout the grant period. An advance payment will be documented in the “Current Expenditures” and “Cumulative Expenditures” columns in the “Advance Payment” row of the revised Attachment B for the first time an advance payment is shown. In the “Unexpended Project Balance” column, the advance will show a negative in the amount of the advance payment. After that, the Grantee will document personnel and fringe expenses in the “Personnel” and “Fringe” rows under the “Current Expenditures” column. This advance payment will continue to show a negative amount while the “Personnel” and “Fringe” rows will decrease by the current and cumulative expenditure amount. At the end of the grant, the advance payment must be subtracted out to make the budget categories reflect the amount actually used during the grant.

Exception: The only exception to this policy occurs in the case of Soil and Water Conservation Districts which receive grant funds through DCR (e.g. Section 319, WQIF or VNRFCF) for TMDL implementation projects where the funds are administered through the Virginia Agricultural Cost-share Program (VACS). Handled on a case-by-case basis; these projects may be eligible to receive a one-time advance for BMP cost-share. See Appendix IV Alternative Accounting for Advance Payments for TMDL Projects.

An example is shown below:

EXAMPLE → Following is an example of how the advance payment would be accounted for throughout the grant cycle. This example uses a January – December 2006 grant time of performance. The approved grant budget for salary is \$40,000 with a 25% fringe benefit rate of \$10,000.

- A) An **advance payment** is approved by DCR and a revised Attachment B is provided to the Grantee. **The Grantee returns a signed Attachment B on January 20, 2006, requesting one-quarter of personnel and fringe.**

Example - Jan 20, 2006
DCR Funds (State)

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Advance Payment	\$ -	\$ 12,500.00	\$ 12,500.00	\$ (12,500.00)
Personnel	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Fringe	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 37,500.00

Total Reimbursement Request: \$ 12,500.00

- B) At the end of the **first quarter** covering January – March 2006, actual personnel and fringe expenses are requested for reimbursement. For this example, actual expenses of less than one-quarter of the budgeted amount are requested: \$8,000 personnel and \$2,000 fringe. **The advance payment remains in the Grantee’s account to cover upcoming personnel costs.**

Example - April 15, 2006
DCR Funds (State)

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Advance Payment	\$ -	\$ -	\$ 12,500.00	\$ (12,500.00)
Personnel	\$ 40,000.00	\$ 8,000.00	\$ 8,000.00	\$ 32,000.00
Fringe	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ 50,000.00	\$ 10,000.00	\$ 22,500.00	\$ 27,500.00

Total Reimbursement Request: \$ 10,000.00

- C) In the **second quarter** covering April – June 2006, actual personnel and fringe expenses are requested for reimbursement: \$10,000 personnel and \$2,500 fringe. **The advance payment remains in the Grantee’s account to cover upcoming personnel costs.**

Example - July 15, 2006
DCR Funds (State)

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Advance Payment	\$ -	\$ -	\$ 12,500.00	\$ (12,500.00)
Personnel	\$ 40,000.00	\$ 10,000.00	\$ 18,000.00	\$ 22,000.00
Fringe	\$ 10,000.00	\$ 2,500.00	\$ 4,500.00	\$ 5,500.00
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ 50,000.00	\$ 12,500.00	\$ 35,000.00	\$ 15,000.00

Total Reimbursement Request: \$ 12,500.00

- D) In the **third quarter** covering July – September 2006, actual personnel and fringe expenses are requested for reimbursement: \$10,000 personnel and \$2,500 fringe. **The advance payment remains in the Grantee’s account to cover upcoming personnel costs, assuming the cumulative expenditures, which still includes the advance payment, does not exceed the total project budget. If not a portion of the advance must be subtracted (see E below).**

Example - Oct 15, 2006
DCR Funds (State)

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Advance Payment	\$ -	\$ -	\$ 12,500.00	\$ (12,500.00)
Personnel	\$ 40,000.00	\$ 10,000.00	\$ 28,000.00	\$ 12,000.00
Fringe	\$ 10,000.00	\$ 2,500.00	\$ 7,000.00	\$ 3,000.00
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ 50,000.00	\$ 12,500.00	\$ 47,500.00	\$ 2,500.00

Total Reimbursement Request: \$ 12,500.00

E) In the **fourth quarter** covering October – December 2006, actual personnel and fringe expenses are included on the Attachment B: \$10,000 personnel and \$2,500; And **the Advance Payment must be subtracted out**. An Unexpended Project Balance of \$2,500 remains because the first quarter reimbursement for actual expenses was less than a quarter of the total budgeted.

Example - Jan 15, 2007
DCR Funds (State)

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Advance Payment	\$ -	\$ (12,500.00)	\$ -	\$ -
Personnel	\$ 40,000.00	\$ 10,000.00	\$ 38,000.00	\$ 2,000.00
Fringe	\$ 10,000.00	\$ 2,500.00	\$ 9,500.00	\$ 500.00
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ 50,000.00	\$ -	\$ 47,500.00	\$ 2,500.00

Total Reimbursement Request: \$ -

The grant project is now closed!

In the event the project closes with a budget balance as in the example above, the Grantee will remit any remaining advance payment funds not expended for personnel and fringe costs to DCR.

B-12 Interagency Transfers (IATs)

Grantees who are Virginia state agencies not listed in the Department of Accounts as exceptions, must submit and receive reimbursement requests through the interagency transfer process.

EXCERPT from Commonwealth Accounting Policies and Procedures (CAPP) Manual, Volume No.1, Topic No. 20405, Function No. 20400—Inter- and Intra-Agency Transactions, Topic: INTERAGENCY TRANSACTIONS Date: October 2004:

“The Interagency Transfer (IAT) Voucher, Form DA-02-039, is initiated by an agency crediting itself for goods/services rendered and/or transferring expenditures or revenue to another agency. An IAT voucher must not be used for transferring expenditures or revenue within the same agency. Use an Agency Transaction Voucher (see CAPP Topic No. 20410, Intra-Agency Transactions,) for transfer entries within the same agency. An IAT must be used whenever charges are incurred between agencies. The credit agency usually initiates the IAT. See “IAT Submission” for exceptions to this procedure. The Commonwealth Accounting and Reporting System (CARS) automatically credits the agency for the indicated revenue without the receipt and deposit of a check from the charge agency.”

Procedures

When reporting for a grant from another state agency, in addition to completing the Project Financial Report Form (Attachment B), the charging state agency must prepare an IAT to be submitted with all requests for reimbursement. All state agencies should reference the CAPP Manual, Volume No. 1, Topic No. 20405, for instructions on how to prepare an IAT.

Exceptions

The Department of Accounts provides for exceptions to the procedures of filing an IAT for reimbursement. The following is a complete listing of those state agencies (bodies) exempt from this requirement and do not process or accept IATs:

Agency No.	Agency Name
204	The College of William and Mary
207	The University of Virginia
208	Virginia Polytechnic Institute & State University (VPISU)
209	University of Virginia Medical Center
215	University of Mary Washington
216	James Madison University
217	Radford University
221	Old Dominion University
229	VPISU—Extension and Agricultural Experiment Station Divisions
236	Virginia Commonwealth University
246	University of Virginia’s College at Wise
247	George Mason University
268	Virginia Institute of Marine Science
407	Virginia Port Authority
948	Southwest Virginia Higher Education Center
109	Division of Legislative Automated Systems (do not accept)
182	Virginia Employment Commission—Unemployment Compensation Reimbursement (do not accept)

B-13 Federal Financial Accountability and Transparency Act (FFATA) and DUNS requirements

The Federal Funding Accountability and Transparency Act of 2006 (S. 2590) is an Act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds beginning in fiscal year (FY) 2007. The website www.USAspending.gov opened in December 2007 as a result of the act, and is maintained by the Office of Management and Budget. The Act required that federal funding agencies institute new accountability requirements as of October 1, 2010.

Any organization that is receiving federal funds from DCR (Section 319, Bay, CPRAP, NFWF, etc.) must now provide DCR with the following information prior to finalization of any grant agreement documents. Entities who do not provide this information to DCR will not be eligible to receive federal funds through subaward from DCR.

Dun and Bradstreet Data Universal Numbering System (DUNS)

- a. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>)
- b. A DUNS number will be used as a universal identifier for Federal financial assistance to recipients of subawards.
- c. DCR will not make any subaward to an entity unless that entity has provided DCR with its DUNS number.

Excerpted from “<http://fedgov.dnb.com/webform/pages/dunsnumber.jsp>”

Created in 1962, the Data Universal Numbering System or D-U-N-S® Number is D&B's copyrighted, proprietary means of identifying business entities on a location-specific basis. **Assigned and maintained solely by D&B, this unique nine-digit identification** number has been assigned to over 100 million businesses worldwide.

A D-U-N-S® Number remains with the company location to which it has been assigned even if it closes or goes out-of-business.

The D-U-N-S® Number also "unlocks" a wealth of value-added data associated with that entity, including the business name, physical and mailing addresses, trade styles ("doing business as"), principal names, financial, payment experiences, industry classifications (SICs and NAICS), socio-economic status, government data and more. The D-U-N-S® Number also links members of corporate family trees worldwide.

The D-U-N-S® Number is widely used by both commercial and federal entities and was adopted as the standard business identifier for federal electronic commerce in October 1994. **The D-U-N-S Number® was also incorporated into the Federal Acquisition Regulation (FAR) in April 1998 as the Federal Government's contractor identification code for all procurement-related activities.**

B-14 Federal Administrative Requirements

For those Grantees receiving federal funds from DCR, there are specific federal regulations that must be followed. The Attachment E (Administrative and Programmatic Terms and Conditions) of the standard contract provides a full listing of all code references and administrative conditions. Examples of the Attachment E can be found in Appendix I, Section I-6.

As an award recipient of federal funds and by signing the DCR Grant Agreement, the Grantee agrees that it shall comply with all applicable federal regulations and recognizes that

- (1) These funds are subject to applicable U.S. Environmental Protection Agency statutory provisions and regulations;
- (2) The award is subject to the applicable provisions of
 - (a) 40 CFR Chapter 1, Subchapter B
 - (b) *OMB Circular A-102* – Grants and Cooperative Agreements with State and Local Governments
<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a102/a102.pdf>
 - (c) 2 CFR Part 215 (OMB Circular A-110), Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations
<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf>
 - (d) 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions
http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a21.pdf
 - (e) 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments
http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.pdf
 - (f) 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Non-Profit Organizations
http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a122.pdf
 - (g) OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations (and all subsequent supplements)
<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a133/a133.pdf>

Section C – BMP Implementation: Permits, Design, Operation and Maintenance

- ❖ C-1 Introduction to Permits, Design, Operation & Maintenance
- ❖ C-2 Applicable Laws, Permits, and Regulations
- ❖ C-3 Engineering or Professional Design Requirements for SWM BMP
- ❖ C-4 Guidelines for Developing Operation & Maintenance Plans
- ❖ C-5 Transfer of Responsibility for Installed BMPs
- ❖ C-6 Landowner Agreement Template
- ❖ C-7 Transfer of Responsibility for Installed BMPs Template

C-1 Introduction to Permits, Designs, Operation and Maintenance

This Chapter discusses the policies, procedures and processes Grantees must follow if their projects involve construction, design or best management practice implementation (BMPs).

DCR expects recipients of grant funds doing work in or around streams, disturbing land, installing BMPs or implementing other on-the-ground actions must take steps to ensure they follow all applicable laws, regulations, permits, and best practices methodology. In addition they must follow steps to ensure the work completed will be maintained in the spirit intended of the original grant when the action was funded.

This chapter provides information on the following issues:

- 1) Applicable Laws, Permits, Regulations
- 2) Engineering or Professional Design Requirements for Stormwater Management BMPs
- 3) Operation and Maintenance Plans
- 4) Transfer of Responsibility for Installed BMPs
- 5) Template for Landowner Agreement
- 6) Transfer of Responsibility for Installed BMPs

When relevant, DCR may place award conditions or deliverable requirements in an executed agreement to ensure the above items are addressed and completed as required.

C-2 Applicable Laws, Permits and Regulations

This section serves as a reminder to Grantee organizations that NO projects are exempt from applicable laws and permits required for installation or maintenance of best management practices. Receipt of grant funding does not supersede any local, state, or federal ordinances or regulations.

Excerpt from 2011 Grant Agreement. Section 17:

“17) **APPLICABLE LAWS AND REGULATOR COMPLIANCE:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. DCR and the Grantee are encouraged to resolve any issues in controversy arising from the award of the grant using Alternative Dispute Resolution (ADR) procedures *Code of Virginia*, § 2.2-4366.

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.”

Funded projects may require authorization by local, state, or federal officials through approval of permits, acceptance of plans, or following of standard practices. Some applicable regulations may include, but are not limited to the following:

- **Virginia Erosion and Sediment Control Regulations** – During construction, a permit may be required for erosion and sediment control. These land disturbance permits are issued by localities as part of their erosion and sediment control program. The amount and nature of total land disturbance is the threshold for determining whether or not the grant project requires a permit. These requirements are available from the local government where the project will be conducted. For more information please refer to the website: http://www.dcr.virginia.gov/soil_and_water/e_and_s.shtml
- **Virginia Stormwater Management Regulations** – A Virginia Stormwater Management permit may be required to discharge stormwater from a construction activity. Such a permit may also be required to discharge stormwater through a stormwater conveyance system owned or operated by a government entity. DCR administers these stormwater permits under Virginia Stormwater Management Program (VSMP) Permit Regulations, authorized by the Stormwater Management Act and Regulations (SWMLR). As mandated by the Clean Water Act and the Code of Federal Regulations, federal permitting requirements have been incorporated into the VSMP permit regulations. Check the website for more information: http://www.dcr.virginia.gov/soil_and_water/documents/vaswmregs.pdf
- **State Building Code** – Virginia’s state building codes and regulations are administered through the [Virginia Uniform Statewide Building Code \(USBC\)](#), and its associated standards and regulations for industrialized or modular buildings, manufactured homes, and amusement devices. The Virginia Department of Housing and Community Development administers the USBC. For more information please refer to the website: (<http://www.dhcd.virginia.gov/StateBuildingCodesandRegulations/default.htm>)

- **Virginia Marine Resources Commission (VMRC)** – Joint Permit Applications for Habitat Management (<http://www.mrc.state.va.us/regulations/hm-permits.shtm>) The environmental permits issued by the Habitat Management Division are of three types; subaqueous or bottomlands, tidal wetlands, and coastal primary sand dunes. The Division’s authority and responsibilities emanate from Subtitle III of Title 28.2 of the Code of Virginia and specifically regulates physical encroachment into these valuable resource areas. The permit process relies on a single Virginia joint local/state/federal permit application. The review processes, for which this application was originally designed, takes into account various local, state and federal statutes governing the disturbance or alteration of environmental resources. The Marine Resources Commission plays a central role as an information clearinghouse for all three levels of review. Applications receive independent yet concurrent review by local wetland boards, the Marine Resources Commission, the Virginia Department of Environmental Quality, and the U.S. Army Corps of Engineers
- **Army Corps of Engineers (USACE)** – Joint Permit Application: Joint Permit Application (JPA) is used to apply for standard permits, also known as individual permits, for work in the waters of the United States (including wetlands) within Virginia. Such work may include construction, dredging, filling, or excavation in the waters or in wetlands. These applications are used to apply for permits from the Norfolk District Army Corps of Engineers, the Virginia Marine Resources Commission (VMRC), the Virginia Department of Environmental Quality (DEQ), and local wetlands boards. The JPA process and JPA forms are used by the United States Army Corps of Engineers (USACE), the Virginia Marine Resources Commission (VMRC), the Virginia Department of Environmental Quality (DEQ), and the Local Wetlands Boards (LWB) for permitting purposes involving water, wetlands, and/or dune/beach resources, including, but not limited to, construction, dredging, filling, or excavation. Read the directions on the application carefully to determine how many copies must be submitted to the VMRC, who acts as the clearinghouse for permit applications. Permit applicants may obtain paper copies of the Joint Permit Applications by calling the Corps at 757.201.7652, or by downloading and using one of the two versions of the JPA. There are two different Joint Permit Applications available for use depending on the type of activity that you are proposing. If you propose to impact tidal waters, or wetlands, or dunes/beaches in the Tidewater area of Virginia, you may be eligible to use the TIDEWATER JPA, an abbreviated version of the Joint Permit Application. Activities eligible to use the Tidewater JPA include piers, boathouses, boat ramps, moorings, marinas, aquaculture facilities, riprap revetments, bulkheads, marsh toe stabilizations, breakwaters, beach nourishment, groins, jetties, road crossings over tidal waterways, and utility lines over or under tidal waterways. Dredging and excavation projects in tidal waterways/wetlands MUST use the Standard JPA. Website: <http://www.nao.usace.army.mil/technical%20services/Regulatory%20branch/JPA.asp>)
- **Virginia Department of Environmental Quality (DEQ)** – CWA Section 401 Water Quality Protection Permits (Joint Permit Application)
- **Local Government Building Permit** – Please refer to the locality associated building departments.

The Grantee is ultimately responsible for obtaining approval, applicable permits, and certifications. **Grant funds will not be reimbursed if a Grantee fails to obtain applicable permits or comply with regulations.**

C-3 Engineering or Professional Design Requirements for Stormwater Management BMPs

Purpose: This document provides guidance on the level of engineering or professional design required for stormwater management (SWM) best management practices (BMPs) supported with funding from DCR. It is the Grantee's responsibility to determine the appropriate level of professional design that may be required.

Background: Typically DCR does not provide grants for SWM BMPs that are being installed to meet federal and state SWM requirements for a new construction or redevelopment site. DCR grants for SWM projects are most often used to fund SWM BMP retrofits to address SWM problems on sites constructed prior to SWM regulations, or as demonstration sites for educational purposes.

Under the Operation and Maintenance Plan requirements, SWM BMPs must address provisions for design and construction to ensure proper operation of the BMP. The BMPs funded by DCR grants are typically designed to meet the minimum standards in the Virginia Stormwater Management Handbook; however, other specifications and designs may be sufficient based on the project objectives. DCR reserves the right to review and approve all designs and specifications for BMPs supported with grant funds.

Virginia licensed professional engineer or other licensed professional

Designs for BMPs supported with DCR grant funding, should be certified by a Virginia licensed professional engineer or other Virginia certified/licensed professional* with the proper education, training, and experience, if any of the following apply to the BMP:

- If the BMP will have structural components such as a riser, embankment, or discharge pipe tied to a storm sewer system.
- If the BMP is being designed to primarily address water quantity or flooding.
- If there may be liability issues associated with potential failure of the BMP, such as impacts to downstream property and waterways, or public health and safety concerns.
- If other federal, state, or local codes or regulations require the use of a professionally licensed individual.

*Virginia certified/licensed professionals may include a licensed professional engineer, licensed architect, licensed land surveyor B, or certified landscape architect. The practice of the profession must be in accordance with Chapter 4 (§ 54.1-400 et seq.) of Title 54.1 of the Code of Virginia and attendant regulations.

Designs by qualified, unlicensed professionals

Grantees may consider the use of a qualified, unlicensed professional with the proper education, training, and experience, for BMP designs funded by DCR grants for rain gardens, bioretention facilities, or other BMPs, for which the primary design objective is water quality improvements and assuming that none of the above bulleted items apply. If such water quality BMP is a separate system, not tied to the storm sewer system, then by designing the BMP to meet water quality objectives the BMP is likely to have a positive affect on water quantity such as attenuation of peak flow rates and runoff volume reduction by infiltration. However, this may not always be the case and should be evaluated by a qualified professional on a case-by-case basis.

C-4 Guidelines for Developing Operation & Maintenance Plans

General Information

It is DCR's policy to not approve the reimbursement of any expenses for construction related activities without an approved Operation and Maintenance Plan (O&M Plan) and a signed Landowner Agreement.

The following pages provide guidance and requirements for the development of an acceptable O&M Plan and associated documents. Depending on the nature of the project, the O&M Plan may be as simple as referencing the Landowner Agreement to be used and identifying or describing the specifications to be followed for the BMP design, construction, and maintenance. Urban stormwater management BMP projects may require a more extensive O&M Plan but this can be simplified by following design, construction, and maintenance procedures outlined in the Virginia Stormwater Management Handbook.

This guidance includes an overview of landowner agreements with an example agreement, instructions for O&M Plans for agricultural BMPs, details regarding O&M Plans for urban stormwater management practices, and an outline that can be used to develop an O&M Plan in general.

Please feel free to contact your DCR Project Manager should you have any questions.

Definitions

Operations = Activities necessary for the BMP to produce desired results.

Maintenance = Activities necessary for upkeep of the BMP. These are activities that allow the BMP to function as intended including routine maintenance, non-routine maintenance, and inspections.

What is an O&M Plan?

An Operation and Maintenance Plan is a document describing how an on-the-ground activity or BMP implemented as part of a grant agreement will be maintained (and by whom and for how long) for the life of the practice. This document is critical in order to ensure the Commonwealth continues to receive the intended benefit as stated in the original grant documents.

The O&M Plan, and associated Landowner Agreement, is one of the most important documents required by DCR from the Grantee. This document is required for all projects that will involve on-the-ground project implementation or the installation of BMPs. The O&M Plan must be completed within the **first 60 days** of a grant contract. Exceptions will only be allowed on a very limited basis and must be approved by the Project Manager and Grant Manager. The failure to submit an O&M Plan for approval within the first 60 days is a breach of contract and is grounds for terminating the grant.

The O&M Plan is important because without it there is no guarantee of community participation, no assurance an entity will be responsible for the practice after the grant agreement period ends, and no guarantee the practice will be maintained according to manufacturer's guidelines or other common upkeep.

The grant agreement signed by the recipient includes a clause (13) describing the requirement for the development and implementation of an O&M Plan. In addition the standard grant agreement includes clauses for enforcement of the O&M Plan (10). Entities that do not follow the O&M Plan for the duration of the stated life of the practices (which in most cases will extend well beyond the completion of the grant project) will be liable for repaying DCR for a portion of any grant funds provided for the implementation of the practice if the practice is found to be no longer functioning.

(10) **TERMINATION, BREACH AND ENFORCEMENT**: Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. DCR may terminate this agreement for any reason it deems necessary, including the need to redirect funds to another program. Should DCR decide to terminate this Agreement for convenience, it shall repay the Grantee for its expenses incurred under this Agreement prior to termination.

In the event of breach by the Grantee of this Agreement, DCR shall provide written notice to the Grantee specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Grantee has not substantially corrected the breach within sixty (60) days of receipt of the written notice, DCR shall have the right to terminate the Agreement. The Grantee shall not be paid for services rendered nor expenses incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination as are necessary for curtailment of its work under this Agreement.

For nonpoint source Best Management Practice installations funded through this Agreement, if the Grantee does not comply with Section 13 (Operation and maintenance) of this Agreement, then within ninety (90) days of receipt of written demand from DCR, the Grantee shall repay an amount, calculated on a straight line pro-rated basis, of the DCR funds used for the installation. Enforcement action for BMPs funded through the Virginia Cost-Share Program will be in accordance with the Virginia Cost-Share Program Guidelines.

In the event that the Grantee fails to comply with any of the conditions as set forth in this Agreement, including failure to meet the final deadline or noncompliance with the Scope of Work (Attachment A) DCR 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. If not corrected, then within sixty (60) days of receipt of written demand from DCR, the Grantee shall pay liquidated damages in the amount of \$1,000 or 15%, whichever is greater, of the total award unless the Grantee asserts a defense afforded it under this Agreement. Repayments and stipulated penalties will be paid into the State Treasury and credited to the appropriate grant fund. The Grantee's right to collect repayments and stipulated penalties does not affect in any way DCR's right to secure specific performance of the Agreement using other legal remedies as may otherwise be available.

(13) **OPERATION AND MAINTENANCE**: Within sixty (60) days of the effective date of this Agreement, the Grantee will submit to DCR, for review and approval, an Operation and Maintenance Plan for Best Management Practices and other on-the-ground implementation aspects of this project. The Grantee 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 DCR. (Adherence to Virginia Cost-Share Guidelines and BMP specifications is considered an adequate Operation and Maintenance Plan.) In the event that the Grantee fails to comply with the preceding sentence, DCR 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.

Landowner Agreements

Some grant projects offer financial assistance to landowners to implement BMPs on their property (or property not owned by the recipient of the grant). When this is the case, project sponsors must execute

an appropriate agreement between themselves and the landowner(s). The primary purpose of the Landowner Agreement is to secure permission of access for construction, operation, maintenance, and inspections. It also states the landowner agrees to the continued existence and maintenance of the project on their property and agrees to take responsibility if actions taken by them, or individuals acting in their interest, results in the BMP no longer functioning according to original specifications. Essentially, the landowner is responsible for the long-term maintenance of the BMPs and allowing access for inspection.

Some grant projects may offer compensation to landowners for their participation in a program (i.e. septic tank pump-outs). In these cases, the landowner agreement is used to secure a commitment from the landowner to be a cooperator, as opposed to getting their agreement for allowing access for inspections or to verify the BMPs are being maintained.

An optional condition for a landowner agreement may be to obtain permission to use the site for information and education programs. A project sponsor may pursue this as part of the landowner agreement if there are plans to host an educational program or field day to promote the type of BMPs being funded by the project. All agreements should provide access for the grant sponsor and DCR for the purposes of routine inspection of the practice.

Landowner Agreements must be signed by all parties prior to initiation of construction. Each signature party must receive a copy of the signed landowner agreement. Project sponsors must maintain copies of all Landowner Agreements associated with DCR grant projects and make these agreements available to DCR staff as attachment to quarterly reports. A template Landowner Agreement is provided for use and modification by project sponsors (see Section C-6). It is DCR's policy to not approve the reimbursement of any expenses for construction related activities without an approved O&M Plan and a signed Landowner Agreement.

Agricultural BMP & TMDL Cost-Share Practices (Including Residential Septic projects)

Practices to be funded by DCR grants, which are similar to those included in the Virginia Agricultural BMP & TMDL Cost-Share Programs (e.g. residential septic practices), should follow requirements similar to those included in the state guidelines described in the most recent version of the Virginia Agricultural Cost Share (VACS) BMP Manual (cost share manual). The Operation & Maintenance Plan requirements for these practices are addressed by following the cost-share program guidelines. The cost-share manual is accessible from the DCR website, <http://www.dcr.virginia.gov/sw/costshar.htm>.

The cost-share manual contains policies and specifications for BMPs including riparian forest buffers, nutrient management plan writing, and stream channel stabilization. Section VI, Total Maximum Daily Load Supplement (TMDL) of this manual provides policies regarding wastewater and on-site sewage disposal systems including septic tank pump-outs, connection to public sewer, repair and/or replacement of failing on-site sewage disposal systems, elimination of straight pipes, and installation of alternative waste treatment systems.

The cost share manual includes a description, purpose, cost-sharing policies, and rate information for each best management practice. The lifespan of BMPs is often identified under the policies section, and when a BMP lifespan is not available, 10 years will be used.

Project sponsors, other than SWCDs, may use a Landowner Agreement similar to the template in Section C-6 to address access, lifespan, and maintenance, and in combination with the BMP specifications in the cost-share manual, in order to meet the O&M Plan requirements for BMPs funded through DCR project grants.

To make things easier we lifted the design and guidance section for BMPS from the TMDL manual and made it an appendix to this manual. Appendix V “Guidelines for Administering Residential Septic Program” provide guidance for entities (that are not districts or that are not run through the TMDL program) implementing residential septic BMPs using grant funds.

Urban Stormwater Best Management Practices

The O&M Plan for urban stormwater BMP projects must address provisions for design and construction to ensure proper operation of the BMP, routine and non-routine maintenance so that the BMP continues to perform as designed. Stormwater BMPs should be designed in a manner to minimize the need for maintenance and to reduce the chances of failure. Design guidelines are outlined in the most recent version of the Virginia Stormwater Management (SWM) Handbook. This handbook is available on the web, <http://www.dcr.virginia.gov/sw/stormwat.htm#pubs>.

Routine maintenance of all stormwater BMPs shall be in accordance to the minimum standards outlined in the Virginia SWM Handbook. O&M Plans for all urban stormwater BMPs require a Maintenance Plan. The person(s) or organization(s) responsible for maintenance must be designated. Maintenance responsibility may fall to the property owner, homeowner’s association, local government, or another. A maintenance agreement may be necessary, which would also include specifications on the responsibility for financing maintenance.

Non-routine maintenance includes maintenance activities that are infrequent, and depending on the BMP type these may be expensive, such as pond dredging or major repairs to stormwater structures. Non-routine maintenance should be performed on an as-needed basis based on information gathered during regular inspections. The O&M Plan should specify the person(s) or organization(s) responsible for inspections of the BMP, including the required frequency of BMP inspection in order to verify that the BMPs are being adequately maintained.

The Chapter 3 Appendix of the Virginia SWM Handbook contains checklists for stormwater BMPs, which may be used for achieving requirements for an O&M Plan. The checklists include design and plan review checklist, construction inspection and as-built checklist, and operation and maintenance inspection checklists. The Appendix is organized as follows:

- Appendix 3A – Introduction – Checklists
- Appendix 3B – Detention, Retention and Impoundment BMPs
- Appendix 3C – Infiltration BMPs
- Appendix 3D – Intermittent Sand Filters
- Appendix 3E – Bioretention

O&M Plans for urban SWM practices will be met by following the minimum standards for BMPs in the Virginia SWM Handbook, by having a sufficient maintenance plan (or maintenance schedule), and as is appropriate, a Maintenance Agreement or a Landowner Agreement. It should also be noted that

the lifespan of urban BMPs is often for as long as the BMP continues to be used to meet the stormwater management needs of the site for which it was originally constructed. However, for the enforcement aspect of the DCR grants, unless specified otherwise, the standard lifespan for stormwater BMPs is ten years, recognizing the BMP should continue to be maintained for as long as it is used to meet the SWM needs of the site for which it was constructed.

Installed BMPs Subject to Inspection (Spot-Check)

By virtue of accepting funds and signing the Landowner Agreement, the installed BMPs are subject to periodic inspection, or spot-check, for the duration of the practice lifespan. The inspection will be completed by DCR Regional Office staff in conjunction with project sponsor staff. The spot-check will consist of a specification review, review of inspection records (if applicable), site visit, and report. Spot-checks will be scheduled randomly throughout the lifespan of installed BMPs. The results of the spot-checks will be shared with the landowner. BMPs which are found to be out of compliance must be corrected to come into compliance as per the enforcement clause of the standard grant template.

Operation & Maintenance Plan – Outline

The O&M Plan should contain information on the standards to be followed for design and construction of BMPs, normal operating procedures, and maintenance responsibilities. Below is an outline that can be followed in preparing an O&M Plan for a WQIF grant project.

A) Introduction and general information

Name and contact information for responsible organization or individual.

Provide narrative overview describing the site, drainage areas, proposed BMPs.

B) BMP design and construction

1. Will plans or drawings be used to identify location of BMPs?

2. Provide design information: design parameters, features, methods and materials of construction, and other key characteristics of BMP to be constructed.

3. What permits are required for the site? What is the status of acquiring permits? (i.e. sewage disposal system construction permits from the Virginia Department of Health, stormwater general discharge or construction site permits from the DCR, approved erosion and sediment control plan from the locality or DCR, etc.)

4. What specifications will be followed during construction of BMPs? (i.e. state guidelines, manufacturer's publications, etc.)

5. Will stormwater calculations be submitted to the locality or DCR for approval?

C) Normal operating procedures

1. What is the lifespan of the BMP?

2. What are the normal operating procedures or minimum standards that are required in order for the BMP to produce desired results?

3. Are BMPs interrelated and if so how does each BMP work with the next one?

D) Maintenance responsibility & plan

1. Name and contact information for the individuals responsible for maintenance.

2. Provide copy of the Maintenance Agreement and/or Landowner Agreement that will be used to assign maintenance responsibility and to allow access for maintenance or inspection of the BMPs. Provide copy of Landowner Agreement to be used.

3. Maintenance Plan – Define the maintenance activities or program and schedule to be established to ensure that BMPs continues to operate as intended.
4. If maintenance funding will be required (particularly for non-routine maintenance of large SWM BMPs), identify the sources of funds for maintenance, budget category or line item, or a description of procedure to ensure adequate funding.
5. Identify the persons or organization responsible for inspections of BMP, including the required frequency of inspections to verify BMP is being maintained.
6. If the property is sold, gifted, or property rights are otherwise transferred to another party, the accepting party must be made aware of the maintenance responsibilities of the installed BMP. A transfer of responsibility is discussed in Section C-5 and a template is provided in Section C-7.

E) Inspection/Spot Checks

1. Is practice certified and inspected at completion of project?
2. How often will the practice be inspected? At what rate/interval during its lifespan will it be inspected?
3. Include a statement explaining how inspections will be done.
4. Include how permission is granted to DCR for inspections during the lifespan of the project.
5. How will documentation and reporting of inspections be recorded and where?

F) Enforcement

1. On page 57 the landowner agreement template documents that any breach of the Operation and Maintenance Plan terms shall lead to the initiation of enforcement actions. This is to be stated in the O&M plan as well.
2. The O&M Plan should state that failures caused by weather or other causes of nature are still the responsibility of the owner, however if available, cost-share or grant funding can be requested for a one-time reestablishment.
3. If an inspection results in a determination that a practice is not meeting specifications, that it has been destroyed or is failing for any reason, the participant will be informed of the deficiency and the process for re-payment of grant funding, if the failure is not corrected. Notification should be done immediately and note that a response within a period of 2 weeks is required or legal action will result. Upon responding, the participant may be allowed up to a 6-month time period to correct the practice failure. At the end of the grace period, the practice will be reinspected for compliance. If it still does not meet specifications, the participant will be notified in writing that they have no more than 60 days to re-pay the grant funding. If the funding is not re-paid in the 60-day time period, the matter will be turned over to the Virginia Office of the Attorney General to reclaim the funding.

C-5 Transfer of Responsibility for Installed BMPs

Introduction

Occasionally it is necessary to transfer responsibility of maintaining an installed BMP (funded with DCR grant funds) during the practice's life span. The property owner (or grant recipient) who signed a Landowner Agreement or the actual Grant Agreement contract to accept grant funding is responsible for the maintenance and performance of any installed BMP for the duration of the practice's designated life span. The BMP must be maintained in good working order and function according to specifications for the stated lifespan. Whether due to property sale, gift, litigation, or death, the maintenance and responsibility of installed BMP must be transferred to the new property owner or otherwise repayment must be made to DCR.

Each grant recipient as well as participant having a BMP installed on their property should be aware of this requirement before signing the Landowner Agreement or other contract. It is recommended each participant be given a copy of the AGREEMENT TRANSFERRING RESPONSIBILITY FOR BEST MANAGEMENT PRACTICE form at the time the Landowner Agreement is to be signed. This form should be completed with other documents prepared during a transfer of property.

The AGREEMENT TRANSFERRING RESPONSIBILITY FOR BEST MANAGEMENT PRACTICE template is Section C-7.

C-6 LANDOWNER AGREEMENT Template

(Print on Project Sponsor Letterhead)

The _____ (*Project Sponsor*) has agreed to provide funding through grant [state grant agreement number] from the Virginia Department of Conservation & Recreation to [name] (*Landowner*) of [address] for the purpose of construction of a _____ (*Insert BMP System Description*).

The Virginia Department of Conservation & Recreation’s share of funding for this practice will not exceed ____ %. The landowner agrees that access to the landowner’s property will be allowed for the project sponsor and state agency staff to:

- Evaluate site and design options, and to observe construction and operation of the BMP.
- Spot check maintenance during the life span of the practice.
- Conducting information and education programs (i.e. field days for other landowners and interested persons to observe the operation of the BMPs). *[This condition is optional.]*

Such access to the site shall be secured through consultation with the landowner to determine a mutually agreeable date and time for access. Access for spot checks will be for the projected lifespan of the practice and subject to the same provisions regarding notification for a visit.

The landowner accepts responsibility for the maintenance of the BMP according to the accepted Operation and Maintenance Plan for the duration of its project lifespan. (*Lifespan is based on the Virginia Agricultural Cost-Share BMP Manual, the NRCS Field Office Technical Guide, or other standard specification manual. Where a BMP lifespan is not available, 10 years will be used.*) Any breach of the above terms of this agreement shall lead to the initiation of enforcement actions. All or part of funding assistance may be required to be refunded, on a straight line pro-rata basis based on the BMP lifespan, if the BMP is removed or not properly maintained during the life of the practice.

Landowner _____
Date

Project Sponsor _____
Date

Project Location	Latitude:		Longitude:	
Funding Received	\$	Cost-Share Amount	\$	Life Span End Date:

C-7 Transfer of Responsibility of Installed BMPs Template

Commonwealth of Virginia AGREEMENT TRANSFERRING RESPONSIBILITY FOR BEST MANAGEMENT PRACTICE

This agreement is intended to designate the transfer of maintenance responsibility for a Best Management Practice that received grant funding, cost-share or tax credit. The present participant of the property has received funding from the Commonwealth of Virginia to implement a Best Management Practice on the below-referenced land unit. In return he/she has agreed to maintain the practice until_____. Completion of this agreement acknowledges assumption of responsibility by the new participant, including the requirement to repay grant, cost-share or tax credit received by the present participant if the BMP is not maintained according to state specifications or in accordance with the Operations and Maintenance Plan.

Latitude: _____ Longitude: _____

Farm No. (if applicable): _____ Field No.(s) (if applicable): _____

DCR Specification No. or BMP description (if applicable): _____

Extent Installed: _____ DCR Grant Contract number: _____

Contract No.: _____ Name of Sponsoring Organization: _____

PRESENT PARTICIPANT-NAME & ADDRESS

NEW PARTICIPANT-NAME & ADDRESS

Phone No.: _____

Phone No.: _____

The undersigned hereby certify that the present participant has transferred to the new participant his or her right and interest in the land unit described above. In consideration of this transfer of ownership or leasehold, it is hereby agreed:

1. The new participant hereby assumes the duties and obligations of the present participant under Contract No.: _____ to maintain the above BMP for its lifespan in accordance with state specifications or the assigned Operation and Maintenance Plan, and to refund all or part of the cost-share assistance or other provided funding if the practice is found not to meet state specifications, or if the practice is removed or not properly maintained during its lifespan. The new participant agrees to allow DCR personnel access to his/her property for the purpose of verifying maintenance of BMP.
2. DCR acknowledges the transfer of the maintenance responsibility. Any cost-sharing or assistance provided under this transfer agreement shall be in accordance with applicable program rules and regulations.

(SIGNATURE OF PRESENT PARTICIPANT)

(SIGNATURE OF NEW PARTICIPANT)

DATE

DATE

SSN or Federal Tax ID#

SSN or Federal Tax ID#

APPROVED BY: _____

DATE: _____

Section D – NPS Pollution Reduction Tracking for BMPs

- ❖ D-1 Introduction and Description of Non-point Source Reduction Pollution Tracking for BMPs
- ❖ D-2 Example #1 - Attachment D
- ❖ D-3 Virginia Nonpoint Source BMP Tracking Form Instructions
- ❖ D-4 Virginia's National Watershed Boundary Hydrologic Unit – Example Map
- ❖ D-5 Virginia City / County FIPS Codes
- ❖ D-6 Existing Land Use Codes in Virginia
- ❖ D-7 Best Management Practices

D-1 Non-point Source (NPS) Pollution Tracking for BMPs

Introduction

Tracking the implementation of BMPs and the resulting reduction in non-point source pollution is the core reason DCR secures, offers, and administers grant funding. Grant funds are available to DCR through numerous sources, but each available source of funding must show measurable environmental results and pollution reductions to the waters of the commonwealth.

Description

The NPS Pollution Tracking Form for BMPs, also known and referred to as an Attachment D, is the means by which DCR tracks what BMPs were installed through grant projects. The information is then used to calculate pollution reductions. This information is regularly requested by and reported to the Virginia General Assembly, the EPA, and other federal or state agencies. For projects including best management practices, without these forms, there is no way to justify the expenditure of grant funding. The NPS Tracking form is used to track installation of all project BMPs including those for urban and riparian projects, mining, forestry, residential nutrient management, and residential septic projects (repairs, installations and pump-outs). (Generally, agricultural BMPs are tracked by SWCDs through the Virginia Agricultural Cost-Share Program (VACS)). Each practice installed during the grant agreement period of performance must be reported. Actual pollution reductions will be calculated by DCR.

Each grant agreement package will include an electronic Attachment D. Complete the Attachment D and submit electronically with the final report or when the last BMP is installed, functioning, and certified by the appropriate agency with technical responsibility. The Attachment D form is to be submitted only after the best management practice (BMP) installation projects are completed and certified by the proper technical authority. The Attachment D comes in the form of a blank digital Microsoft Excel file. The Attachment D must be received as an excel form in the format provided.

DCR Project Managers and Grant Managers cannot close a grant until this data sheet is provided. **No grant will be closed until the Attachment D is submitted. DCR reserves the right to withhold 15% of the reimbursable amount until the completed Attachment D is submitted.** Please note that SWCDs who are reporting their BMPs through the VACS may not need to complete an Attachment D.

TMDL Program and grants administered by soil & water conservation districts (SWCDs):

If you are an SWCD and a recipient of a grant related to a TMDL implementation project, applicable BMP data should be entered into the Virginia Agricultural Cost-share BMP Tracking Program when possible or permitted. This includes all practices available in the VACS BMP Manual and all supplements (TMDL). <http://webdat.dcr.virginia.gov/agbmpman/toc.pdf>. A data draw or print out from the tracking program would replace the Attachment D. If you have a question about entering grant-related data into the Tracking Program, please contact your assigned DCR Project Manager.

Grant funded residential septic programs not administered by SWCDs:

Entities receiving grant funds to implement residential septic BMPs or administer a residential septic program must follow similar guidance and specifications outlined in the VACS BMP Manual: TMDL supplement. DCR must be consistent in the manner by which it provides funds for BMP installation. Appendix V outlines “Program Design and Guidelines for Grant funded Residential Program for On-Site Sewage Disposal Systems” –these include the minimum guidelines that must be used for any grant projects.

D-2 Attachment D Example – BMP Implementation (2 pages)

SAMPLE	NPS Best Management Practices - Pollution Reduction Tracking Data Form						Attachment D		
	Award Year	2011	Funding Program	Water Quality Improvement Fund (WQIF)		Contract #	WQIF-2011-P13		
Project Title:	Cross-Communities Regional TMDL Projects			Project Sponsor:	Southern College Coalition		Grant Period	4/1/2011 - 6/30/2013	
# of BMP	[1] Installation Date ^(a)	[2] Name of BMP Installed (dropdown list) ^(a)		[3] Project Location Description or Site Name ^(a)	[4] City or County FIPS Code ^(a)	*[5] NWBD Code (Hydrologic Unit) ^(a)	[6] Site Location in Decimal Degrees ^(c)		
							Latitude	Longitude	
1	5/24/2011	Urban: Raingarden/Bioretenion		Coeburn High School	195	TC21	37.002843	-82.570697	
2	5/30/2011	Urban: Permeable Pavement		St Paul High School Learning Center	195	TC18	36.93767	-82.622624	
3	7/10/2011	Septic: Septic Tank Pumpout		Exeter Community	195	TP01	36.940452	-82.665879	
4	8/20/2011	Septic: Alternative On-Site Waste Treatment System		Evansham Neighborhood Lateral Connections	197	NE12	36.92855	-81.146559	
5	9/1/2011	Riparian: Woodland Buffer Filter Area		Fairlawn Subdivision	155	NE57	37.119732	-80.556541	
6	9/1/2011	Riparian: Streambank Stabilization		Parrot Mountain Park on the New River	155	NE65	37.204788	-80.620517	
7	9/1/2011	Riparian/Wetland: Wetland Restoration		Radford Walmart	155	NE57	37.122583	-80.562913	
8	10/20/2011	Urban: Green Roof		Pulaski Courthouse Rooftop Runoff	155	NE23	37.064714	-80.771241	
9	10/20/2011	Other:		Pulaski Courthouse Rooftop Runoff	155	NE23	37.064714	-80.771241	
10	11/15/2011	Mining: Land Reclamation		New River AML Site	195	NE65	37.204791	-80.620502	
11									

PAGE 2 - Attachment D NPS Tracking Form						WQIF-2011-P13			Form Revised 04/01/2011	
<p>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 columns or structure of this form. For an electronic copy of this form contact your DCR project manager or swcgrants@dcr.virginia.gov.^(a) Fields are required for all types of practices, check the code list for measurements and/or code definitions;^(b) These fields may be needed depending on the type of practice installed, check the Code List for reporting requirements and units of measurement for each BMP type.^(c) Locations indicated with latitudes and longitudes are desired but not mandatory if not available.</p>										
[7] Existing Land Use Code ^(a)	Measures					[12] Design Life span ^(a)	[13] Amount of Grant funding	[14] Amount of Other funding	[15] Comments or other information	[16] Description of BMP and measures if chosen Practice Code is "Other"
	[8] ^(a) Quantity Installed	Units	[9] Treatment Area ^(b)	Units	[10] (ft) Practice Length ^(b)					
23	0.75	ac	3	ac		10	\$650	n/a		
23	5000	sf	5000	sf	100	50	\$300	n/a		
21	24	sys.				5	\$3,000	\$3,000	Local health department grant; TA by TK Smith, VDH	
22	2	sys.				10	\$7,500	\$7,500	match by homeowners; TA by TK Smith, VDH	
21	50,000	lf	300	ac	1000	50	\$3,825	\$1,275	match by homeowners	
85	25,000	lf	10	ac	1000	25	\$3,000	\$300	volunteer donations- led by Friends of New River	
23	9,000	lf	4	ac	300	10	\$3,750	\$6,250	match by business	
23	1	sys.	0.5	ac	40	30	\$1,500	\$1,500	SWCD grant	
23	6	sys.	0.5	ac		10	\$800	\$800	SWCD grant	Rainbarrels
32	5	ac				25	\$15,000	\$15,000	DMME	

D-3 Non-point Source (NPS) Pollution Reduction Tracking Data Form Instructions

These instructions provide help with filling out and using the NPS BMP Pollution Reduction Tracking Data Form, Attachment D, shown in D-2. Questions not answered by following these instructions should be sent to your Project Manager.

The New Excel Spreadsheet version of the Attachment D:

Every project receiving grant funds for BMP installation and subject to the provisions in this manual will receive a customized NPS BMP Pollution Reduction Tracking Form, Attachment D in Microsoft Excel (the exception are SWCDs that have prior approval to track residential or agricultural practices in the VACS Tracking Program). It is imperative that the format of this excel spreadsheet is not altered in anyway since the information in these forms is automatically retrieved and added to a larger database managed by DCR.

The excel spreadsheet is divided into two worksheets.

Tab-Attach D This 2-page wide document is the new Tracking Form. This form provides space for the Grantee to record information related to BMP installation that will assist DCR in calculating pollution reductions.

Tab – Code Lists: The second worksheet provides a quick reference for all codes used in the Attachment D (Code List). It may be necessary to flip between the code list and the Attach D form in order to fill it out for each BMP. The codes listed on this tab include: City/County FIPS Code Info, Existing Land Use Code Info, and Best Management Practice Code and Measures Info. DCR recognizes that this may seem cumbersome at first, but as you get familiar with these codes it should become easier. Periodically it may be necessary for DCR to update the code lists in the Attachment D when new BMPs are approved, land uses are edited or other information is changed.

The Attachment D (Tab-Attach D): The Attachment D has two general sections. The first is related to customized, preloaded information that references the project for the BMP(s). The second section is information related to each specific BMP.

Section I – Customized Grant Project Information: This is identifying information on the top two rows of page 1 which is preloaded by the Grant Manager during the development of the grant agreement. The information contained here references the entire project, as a whole for the duration of the term of the grant.

[A] Award Year: This is either the Fiscal year the awarded funds are allocated or the year in which the grant contract is awarded (e.g. 2010, 2011).

[B] Funding Program: This is the grant program which funds the grant agreement (e.g. Nonpoint Source Implementation Grant (319), Water Quality Improvement Grant (WQIF), National Fish and Wildlife Foundation (NFWF), Chesapeake Bay Regulatory and Accountability Program (CBRAP), or Chesapeake Bay Implementation Grant (CBIG))

[C] Contract #: This is the eleven (11) digit identification number assigned by DCR to a specific grant contract. This number is used in identifying all documents, forms and reports related to this project (e.g. WQIF-2011-P01, 319-2009-15)

[D] Project Title: This is the specific name of the project.

[E] Project Sponsor: This is the name of the grantee and the contract signatory responsible for tracking all implemented BMPs for the project.

[F] Grant Period: This indicates the Period of Performance, or, start and end dates of the grant contract. No BMPs may be installed and/or certified after the termination of the grant contract.

Section II – Individual BMP information:

Page 1 - .

[1] Installation Date: List the date the practice was installed and certified as functioning (e.g. 11/01/2012). This is a required field, as indicated by an ^(a) on the Attachment D.

[2] Name of BMP Installed: From the dropdown list select the name of the BMP that was installed. If the BMP is not in the list then select ‘other’ and type the name of that BMP in section [16]. A listing of the BMP names and their corresponding Practice Codes are listed in the Code List tab of the excel spreadsheet. An example list (as of 4/1/11) of BMPs eligible for funding is listed in D-7, of this section. If for some reason a BMP approved for your approved grant agreement is not listed in the Code Lists tab, please contact your Project Manager. **This is a required field, as indicated by an ^(a) on the Attachment D.**

[3] Project Location Description or Site Name: List the project location or site name where the BMP is installed. (Include the street address if appropriate). For example, *Coeburn High School* may be fine to list the site of one BMP installed. But in another instance for septic tank pumpouts or repairs, the street address or the landowner/businessowner name may be more appropriate. **This is a required field, as indicated by an ^(a) on the Attachment D.**

[4] City or County FIPS Code: From the dropdown list select the appropriate FIPS code. Each BMP may only have one FIPS code selected. This is a numerical identification code for specific cities or counties in the Commonwealth of Virginia. Each project must have a FIPS code identified to indicate where the project has been installed. A comprehensive list of the FIPS codes is listed in D-5 of this section as well as in the Code List section of the second tab. **This is a required field, as indicated by an ^(a) on the Attachment D.**

[5] NWBD Code: From the dropdown list select the NWBD hydrologic unit that indicates where the BMP is located. The NWBD Code is the four-character code used to represent Virginia’s 6th order National Watershed Boundary Dataset hydrologic units (e.g. RD37 or PS56). This is sometimes also referred to as a 12-digit watershed number. You will not be able to select more than one code. Instructions to retrieve the maps delineating the NWBD unit for specific areas of the state can be found on the web at: <http://webdat.dcr.virginia.gov/pages/FtpVANWBD.pdf>. An example map is included as D-4 of this grant manual. Also as part of a signed Grant Agreement, your assigned Project

Manager may provide copies of the maps for the targeted grant area. **This is a required field, as indicated by an ^(a) on the Attachment D.**

[6] Site Location in Decimal Degrees, NAD83: All practices should be geo-located. List the specific geographic location by providing the latitude and longitude of where the BMP was installed (in decimal degrees). The Excel spreadsheet will only accept a certain format for these locations. Each should be 8 digits, with 6 digits to the right of the decimal. Latitude & Longitude Coordinates must be provided for each installed best management practice. All longitudes are indicated as negative numbers. If you do not have a manner by which to collect the latitudes or longitudes, please discuss this with your Project Manager at the beginning of your project.

Page 2 -

[7] Existing Land Use Code: From the dropdown list, select the existing landuse code where the BMP has been installed. The Code List tab contains a description of land use codes. Section D-6 of this chapter also contains a list of all existing landuse codes. **This is a required field, as indicated by an ^(a) on the Attachment D.**

[8] Practice Quantity Installed: Indicate the amount and unit for each BMP type installed in a specific geographic area. This may be number of systems (e.g. Residential Septic Systems) or the number of rain gardens installed, or the linear feet of riparian buffer installed. You must identify the units for which you are reporting (linear feet, acres, square feet, systems, etc.) **This is a required field, as indicated by an ^(a) on the Attachment D.**

Units of measurement must be properly noted. Nutrient reductions are typically calculated on a per-acre basis. Practices involving fencing or buffers are reported in linear feet, including the acres benefited by the practice. Urban or stormwater management BMPs must include the drainage area served by the BMP in acres. Septic pump-outs must include the number of systems (homes) pumped out. When using the drop down menus available in the electronic Attachment D, the units of measure will automatically link to the unit of measure for the selected BMP.

[9] Treatment Area: Indicate the area the BMP is affecting. This references the area (in acres) that is treated by the practice. This can be interpreted to mean the area treated, improved, protected, planted, or restored from a specific practice. It may also indicate things such as buffer or drainage area of the practice. The specific definition for 'Practice Area' will be listed along side the Practice Code in the Codes List of the Attachment D. This is also described in Section D-7 of this chapter. This is a required field for only some BMPS, as indicated by a ^(b) on the Attachment D.

[10] Practice Length: Please specify the length (in feet) of streambank protected, planted, buffered or stabilized by a specific practice. This may also indicate the general length of any practice installed. This is a required field for only some BMPS, as indicated by a ^(b) on the Attachment D.

[11] Ft of Buffer Width: If a buffer is involved with the practice, please indicate the average buffer width in feet for a specific BMP. This is a required field for only some BMPS, as indicated by a ^(b) on the Attachment D.

[12] Design Life span: Indicate the life span of the practice installed. This is the length of time for which the practice should be maintained and functioning. It is often specified by a

manufacturer/installer, or is indicated in the Operation and Maintenance Plan. The minimum life span for most practices is 10 years. The BMP Practice Code list also provides life span estimates for some of the practices. Use this number unless you are provided a different number or can justify a different number. **This is a required field, as indicated by an ^(a) on the Attachment D.**

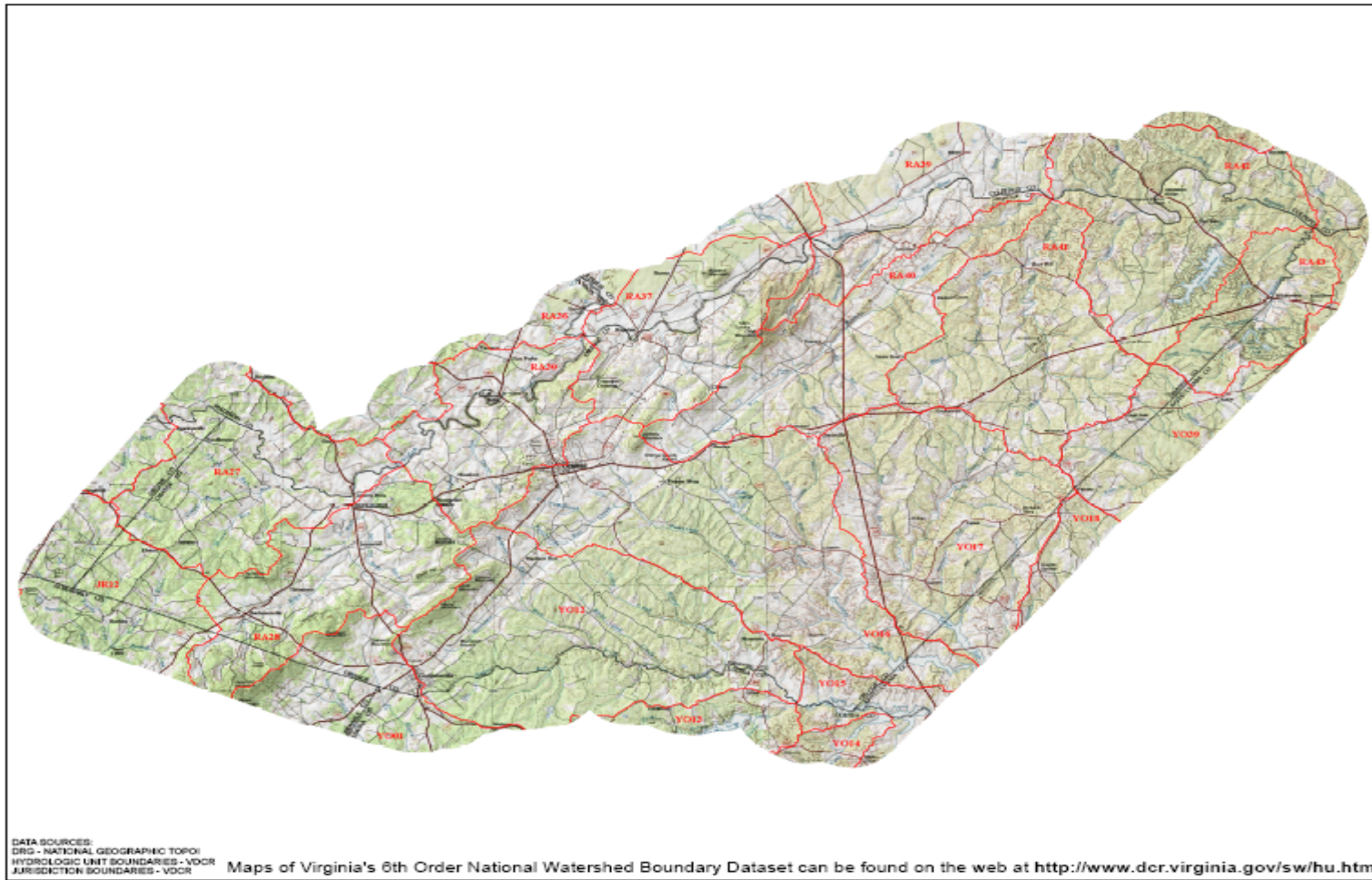
[13] Amount of Grant Funding: Provide the US\$ amount of grant funds used for the installed practice. If the BMP is fully funded by Match funds please leave blank. Only indicate true BMP costs (including labor if appropriate, but not administrative time). **This is a required field, as indicated by an ^(a) on the Attachment D.**

[14] Amount of other funding: Provide the US\$ amount of other funds (including match funds) for the practice installed.

[15] Comments or other information (including Other Funding Sources): List any other comments necessary to adequately describe this project. It is appropriate to list the name of the certifying individual who inspected the practices once installed. If other funds are provided, listing the funding source is also appropriate.

[16] Description of BMP and measures if chosen Practice Code is "Other": If “other” is chosen under #7 Practice Code, a description of the BMP must be provided.

D-4 CODES - NWBD and 14-Digit Hydrologic Units



Virginia's 6th Order
NWBD Hydrologic
Units (VAHU6)

JURISDICTION:
ORANGE



D-5 Virginia City / County FIPS Codes

Federal information processing standards codes (FIPS codes) are a standardized set of numeric or alphabetic codes issued by the National Institute of Standards and Technology (NIST) to ensure uniform identification of geographic entities through all federal government agencies.

County Name	FIPS Code	County Name	FIPS Code	County Name	FIPS Code	County Name	FIPS Code
ACCOMACK	1	DANVILLE (CITY)	590	KING WILLIAM	101	PRINCE WILLIAM	153
ALBEMARLE	3	DICKENSON	51	LANCASTER	103	PULASKI	155
ALEXANDRIA (CITY)	510	DINWIDDIE	53	LEE	105	RADFORD (CITY)	750
ALLEGHANY	5	EMPORIA (CITY)	595	LEXINGTON (CITY)	678	RAPPAHANNOCK	157
AMELIA	7	ESSEX	57	LOUDOUN	107	RICHMOND	159
AMHERST	9	FAIRFAX	59	LOUISA	109	RICHMOND (CITY)	760
APPOMATTOX	11	FAIRFAX (CITY)	600	LUNENBURG	111	ROANOKE	161
ARLINGTON	13	FALLS CHURCH (CITY)	610	LYNCHBURG (CITY)	680	ROANOKE (CITY)	770
AUGUSTA	15	FAUQUIER	61	MADISON	113	ROCKBRIDGE	163
BATH	17	FLOYD	63	MANASSAS (CITY)	683	ROCKINGHAM	165
BEDFORD	19	FLUVANNA	65	MANASSAS PARK (CITY)	685	RUSSELL	167
BEDFORD (CITY)	515	FRANKLIN	67	MARTINSVILLE (CITY)	690	SALEM (CITY)	775
BLAND	21	FRANKLIN (CITY)	620	MATHEWS	115	SCOTT	169
BOTETOURT	23	FREDERICK	69	MECKLENBURG	117	SHENANDOAH	171
BRISTOL (CITY)	520	FREDERICKSBURG (CITY)	630	MIDDLESEX	119	SMYTH	173
BRUNSWICK	25	GALAX (CITY)	640	MONTGOMERY	121	SOUTH BOSTON (CITY)	780
BUCHANAN	27	GILES	71	NELSON	125	SOUTHAMPTON	175
BUCKINGHAM	29	GLOUCESTER	73	NEW KENT	127	SPOTSYLVANIA	177
BUENA VISTA (CITY)	530	GOOCHLAND	75	NEWPORT NEWS (CITY)	700	STAFFORD	179
CAMPBELL	31	GRAYSON	77	NORFOLK (CITY)	710	STAUNTON (CITY)	790
CAROLINE	33	GREENE	79	NORTHAMPTON	131	SUFFOLK (CITY)	800
CARROLL	35	GREENSVILLE	81	NORTHUMBERLAND	133	SURRY	181
CHARLES CITY	36	HALIFAX	83	NORTON (CITY)	720	SUSSEX	183
CHARLOTTE	37	HAMPTON (CITY)	650	NOTTOWAY	135	TAZEWELL	185
CHARLOTTESVILLE (CITY)	540	HANOVER	85	ORANGE	137	VIRGINIA BEACH (CITY)	810
CHESAPEAKE (CITY)	550	HARRISONBURG (CITY)	660	PAGE	139	WARREN	187
CHESTERFIELD	41	HENRICO	87	PATRICK	141	WASHINGTON	191
CLARKE	43	HENRY	89	PETERSBURG (CITY)	730	WAYNESBORO (CITY)	820
CLIFTON FORGE (CITY)	560	HIGHLAND	91	PITTSYLVANIA	143	WESTMORELAND	193
COLONIAL HEIGHTS (CITY)	570	HOPEWELL (CITY)	670	POQUOSON (CITY)	735	WILLIAMSBURG (CITY)	830
COVINGTON (CITY)	580	ISLE OF WIGHT	93	PORTSMOUTH (CITY)	740	WINCHESTER (CITY)	840
CRAIG	45	JAMES CITY	95	POWHATAN	145	WISE	195
CULPEPER	47	KING AND QUEEN	97	PRINCE EDWARD	147	WYTHE	197
CUMBERLAND	49	KING GEORGE	99	PRINCE GEORGE	149	YORK	199

D-6 Existing Land Use Codes in Virginia

Existing Land Use	LU Code		
Agricultural (unspecific)	Agric	Forest	
Pasture/Hay	81	Deciduous Forest	41
Hay+Alfalfa	HayAl	Evergreen Forest	42
Pasture Only	Past	Mixed Forest	43
Row+Hay	RowHa		
Row Crops Only	82	Water/Wetlands	
Small Grains	83	Open Water	11
Fallow	84	Woody Wetlands	91
Orchards/Vineyards/Other	61	Emergent Herbaceous Wetlands	92
Urban (unspecific)	Urban	Other	
Low Intensity Residential	21	Shrubland	51
High Intensity Residential	22	Grasslands/Herbaceous	71
Commercial/Industrial/Transportation	23	Bare Rock/Sand/Clay	31
Urban/Recreational Grasses	85	Quarries/Strip Mines/Gravel Pits	32
		Transitional	33

D-7 Best Management Practices (BMPs)

Here is an example list of BMPs that can be funded by grants. The complete list of BMPs is available on a worksheet of the Excel version of the Attachment D. The list in the Attachment D will include all BMPs along with the appropriate measurements to be used. Not all of the BMPs listed here may be eligible for funding for a specific grant agreement. The eligible list of BMPs for a specific grant project will be listed in the Attachment A: Scope of Work of the agreement.

BMP Type

Aforestation
Alternative On-Site Waste Treatment Systems
AMD-Anoxic Limestone Drain
AMD-Constructed Wetland Aerobic
AMD-Constructed Wetland Anaerobic
AMD-Passive Treatment
Check Dam
Closure of open mine shafts/pits, portals, adits or tunnels
Connection to Public Sewer
Constructed Wetlands
Elimination of denuded lands
Elimination of gob/refuse piles
Encapsulation of acid producing spoils
Fish Passage
Fish Passage
Grass Filter Strips
Grassed (vegetative) Swale/waterway
Green Alleys
Green Roof System
Green Wall
High Wall Elimination
Infiltration Ditches
Invasive Species/Noxious Weed Control
Lake Aeration
Lined Waterway or Outlet
Nutrient Management: Soil Test for Nutrient

Management Plan
Nutrient Management: urban or residential
Permeable Pavement
Pet Waste Management
Planter Boxes
Raingarden/ bioretention basin
Rainwater Harvesting (rain barrels/cisterns)
Reforestation
Removals of tipples/hazardous structures
Retrofit(s) to existing detention facilities
Retrofit(s) to existing impervious surfaces
Riparian buffer establishment
Riparian Buffers - Trees
Riparian Buffers - Vegetative
Riparian Easements (Non-CREP)
Road Ditch Creation/ Improvements
Road/Landing Removal
Roof Runoff Management
Sediment Basin
Sediment Forebay
Sediment Retention, Erosion or Water Control Structures
Septic Tank Pumpout
Septic Tank System Installation or Replacement
Septic Tank System Installation or Replacement With Pump
Septic Tank System Repair

Stormwater Retention Pond
Stream Channel restoration
Stream Channel Restoration (Dam removal)
Stream Channel Stabilization
Stream Crossing & Hardened Access
Streambank & Shoreline Protection
Streambank Stabilization
Street Sweeper
Tree/Shrub Establishment
Urban Catch Basin
Urban Ext Detention Pond
Urban Infiltration Basin/trench
Urban Vegetated Filter
Urban Wet Pond
Urban/Residential Nutrient Management
Vegetative Buffer Strips
Vegetative Buffer Strips
Vegetative Stabilization of Marsh Fringe Areas
Vegetative Stabilization of Marsh Fringe Areas
Vortech Units
Water & Sediment Control Basin
Wetland Creation
Wetland Restoration
Wetlands, Constructed
Woodland Buffer Filter Area
Woodland Erosion Stabilization

Section E – Quality Assurance Project Plans

- ❖ E-1 QAPP – An Overview
- ❖ E-2 Checklist – Preparing a QAPP
- ❖ E-3 Elements of a QAPP – DCR Form

E-1 Quality Assurance Project Plans – An Overview (For water quality monitoring projects)

A Quality Assurance Project Plan, or QAPP, is a written document outlining the quality assurance and quality control (QA/QC) procedures **a monitoring project will use to ensure the data it collects and analyzes meets project requirements. By law, any U.S. Environmental Protection Agency (EPA)-funded monitoring project must have an approved QAPP before it begins collecting samples. This requirement ensures the data collected is of known and suitable quality and quantity.** To meet this requirement, DCR grants containing water quality monitoring activities and receive federal funding from the EPA's Section Nonpoint Source Implementation (319) Grant or the Chesapeake Bay Implementation Grant, require a QAPP approved by DCR. The Project Sponsor must implement the approved QA/QC if performing environmental monitoring activities. No water quality monitoring activities may be initiated nor will expenses be paid until the QAPP has been approved by DCR. The QAPP must be submitted within the **first 60 days** of the grant period.

QAPP Development: If an organization already has a QAPP approved by EPA, DCR or the Virginia Department of Environmental Quality (DEQ), Project Sponsors need only provide a signed and approved copy of this QAPP to meet this requirement. For those projects intending to follow a monitoring protocol established by another entity with a current and approved QAPP (e.g., Virginia Save Our Streams, Alliance for the Chesapeake Bay), then this document should be referenced in the new project QAPP. For those organizations who need to develop a QAPP, the EPA provides guidance on the 24 elements of a QAPP in the publication, *EPA Requirements for Quality Assurance Project Plans* (EPA QA/R-5, March 2001). This publication is on the web, <http://www.epa.gov/quality/qs-docs/r5-final.pdf>. Although 24 elements comprise a QAPP, not all elements necessarily apply to all projects. Volunteer monitoring programs using test kits for physical or chemical parameters can also use the EPA publication, *The Volunteer Monitor's Guide to Quality Assurance Project Plans* as a reference in developing a QAPP. This *Guide* is on the web, <http://www.epa.gov/volunteer/qappcovr.htm>. DCR provides a checklist for developing a QAPP as well as a generic QAPP Optional Form in this section, which may be used in developing a QAPP for a DCR grant project.

QAPP Submission and Approval:

- 1) **Monitoring only projects:** For grants projects that are only for monitoring activities, the QAPP must be submitted to the DCR Project Manager with the scope of work and/or project proposal. The DCR Grant Manager will approve a QAPP before the Grant Agreement is effective.
- 2) **Monitoring sub-projects:** For grant projects where a monitoring project is part of a larger project, the QAPP should be submitted to DCR Project Manager within thirty (30) days of the effective date of the Grant Agreement.

Upon receiving the QAPP, the DCR Project Manager forwards a copy to the Grant Manager for review. Within thirty (30) days, the DCR Project Manager will be notified that the QAPP has been approved, conditionally approved, or not approved. A conditional approval will allow monitoring to begin even though some deficiencies were noted in the plan. The DCR Project Manager will receive written notification on the deficiencies found and they are responsible for forwarding this information to the Project Sponsor and verifying that a revised plan is submitted within thirty (30) days.

E-2 Check List – Preparing a Quality Assurance Project Plan (QAPP)

The material in this document is a checklist for preparing a QAPP for all types of water quality monitoring projects. The content on the following pages is excerpted from Chapter 3: Some Basin QA/QC Concepts of *The Volunteer Monitor's Guide to Quality Assurance Project Plans*.

Part A – Project Management (Elements 1 - 9)

- 1) **Title and Approval Page** - Names, titles, signatures, and document signature dates of all appropriate approving officials which may include; project manager, project quality assurance(QA) officer, the DCR Grant Manager, and the EPA project manager and QA officer.
- 2) **Table of Contents** - A Table of Contents should include section headings with appropriate page numbers and a list of figures and tables, appendices and attachments.
- 3) **Distribution List** - List the individuals and organizations receiving a copy of your approved QAPP and any subsequent revisions. Include representatives, and their contact information, of all groups involved in your monitoring effort.
- 4) **Project / Task Organization** - Identify all key personnel and organizations involved in your program, including data users, and list their specific roles and responsibilities. In many monitoring projects, one individual may have several responsibilities. An organizational chart is a good way to graphically display roles.
- 5) **Problem Identification / Background** - In a narrative, briefly state the problem the monitoring project is designed to address. Include any background information such as previous studies that indicate why this project is needed. Identify the intended use of the data, by whom and how.
- 6) **Project / Task Description** - In general, describe the work to be performed and where it will take place. Identify what kinds of samples will be taken, what kinds of conditions they will measure, which are critical, and which are of secondary importance. Indicate how the results will be evaluated (how you will be making sense out of what you find). For example, you may be comparing your water quality readings to State or EPA standards, or comparing your macroinvertebrate evaluations to State-established reference conditions or historical information. Include an overall project timetable that outlines beginning and ending dates for

the entire project as well as for specific activities within the project. Include information about sampling frequency, lab schedules, and reporting cycles.

- 7) **Data Quality Objectives for Measurement Data** - Data Quality Objectives (DQOs) are the quantitative and qualitative terms used to describe how good the data needs to be to meet the project's objectives. DQOs for measurement data (referred to here as data quality indicators) are precision, accuracy, representativeness, completeness, comparability, and measurement range. Provide information on these indicators, in quantitative terms if possible.
- Precision: is the degree of agreement among repeated measurements of the same characteristic, or parameter, and gives information about the consistency of your methods.*
 - Accuracy: is a measure of confidence that describes how close a measurement is to its "true" value.*
 - Measurement Range: is the range of reliable readings of an instrument or measuring device, as specified by the manufacturer.*
 - Representativeness: is the extent to which measurements actually represent the true environmental condition.*
 - Comparability: is the degree to which data can be compared directly to similar studies. Using standardized sampling, analytical methods, and units of reporting helps ensure comparability.*
 - Completeness: is the comparison between the amounts of data collection versus how much usable data is collected, expressed as a percentage.*
- 8) **Training Requirements / Certification** - Identify any specialized training or certification requirements needed to successfully complete any tasks. Discuss how training will be provided, who will be conducting the training, and how performance will be evaluated.
- 9) **Documentation and Records** - Identify the field and laboratory information and records needed for this project. These records may include raw data, quality control checks, field data sheets, laboratory forms, and voucher collections. Include information on how long, and where, records will be maintained. Copies of all forms to be used in the project should be attached to the QAPP.

Part B - Measurement / Data Acquisition (Elements 10 – 19)

- 10) **Sampling Process Design** - Outline the experimental design of the project including information on types of samples required, sampling frequency, sampling period (e.g., season), and how you will select sample sites and identify them over time. Indicate whether any constraints such as weather, seasonal variations, and stream flow or site access might affect scheduled activities, and how constraints will be handled. Include site safety plans. Cite the

sections of your program's Standard Operating Procedures (SOPs), which detail the sampling design of the project, in place of extensive discussion.

- 11) **Sampling Methods Requirements** - Describe your sampling methods. Include information on parameters to be sampled, how samples will be taken, equipment and containers used, sample preservation methods used, and holding times (time between taking samples and analyzing them). If samples are composites (i.e., mixed), describe how this will be done. Describe procedures for decontamination and equipment cleaning. Most of this information can be presented in a table or cite in any SOPs containing this information.
- 12) **Sample Handling and Custody Requirements** - Sample handling procedures apply to projects that bring samples from the field to the lab for analysis, identification, or storage. These samples should be properly labeled in the field. At a minimum, the sample identification label should include sample location, sample number, date and time of collection, sample type, sampler's name, and method used to preserve sample. Describe the procedures used to keep track of samples that will be delivered or shipped to a laboratory or analysis. Include any chain-of-custody forms and written procedures field crews and lab personnel should follow when collecting, transferring, storing, analyzing, and disposing of samples.
- 13) **Analytical Methods Requirements** - List the analytical methods and equipment needed for the analysis of each parameter, either in the field or the lab. If your program uses standard methods, cite these. If your program's methods differ from the standard or are not readily available in a standard reference, describe the analytical methods or cite and attach the program's SOPs.
- 14) **Quality Control Requirements** - List the number and types of field and laboratory quality control samples to be taken. This information can be presented in a table. If you use an outside laboratory, cite or attach the lab's QA/QC plan. QC checks for biological monitoring programs can be described by narrative, and, if appropriate, should include discussion of replicate sample collection, cross checks by different field crews, periodic sorting checks of lab samples, and maintenance of voucher and reference collections. Describe what actions to be taken if the QC samples reveal a sampling or analytical problem.
- 15) **Instrument / Equipment Testing, Inspection, and Maintenance Requirements** - Describe your plan for routine inspection and preventive maintenance of field and lab equipment and facilities. Identify what equipment will be routinely inspected, and what spare parts and replacement equipment will be on hand to keep field and lab operations running smoothly. Include an equipment maintenance schedule, if appropriate.

- 16) Instrument Calibration and Frequency** - Identify how you will calibrate sampling and analytical instruments. Include information on how frequently instruments will be calibrated, and the types of standards or certified equipment that will be used to calibrate sampling instruments. Indicate how you will maintain calibration records and ensure that records can be traced to each instrument. For biological monitoring programs, the procedures for instrument calibration should include routine procedures that ensure equipment is clean and in working order.
- 17) Inspection / Acceptance Requirements for Supplies** - Describe how you determine if supplies such as sample bottles, nets, and reagents are adequate for the program's needs.
- 18) Data Acquisition Requirements** - Identify any types of data the project uses that are not obtained through your monitoring activities. Examples include historical information, information from topographical maps or aerial photos, or reports from other monitoring groups. Discuss any limits on the use of this data resulting from uncertainty about its quality.
- 19) Data Management** - Trace the path of data management, from field collection and lab analysis to data storage and use. Discuss how to check for accuracy and completeness of field and lab forms, and how to minimize and correct errors in calculations, data entry to forms and databases, and report writing. Provide examples of forms and checklists. Identify the computer hardware and software you use to manage your data.

Part C - Assessment and Oversight (elements 20-21)

- 20) Assessments and Response Actions** - Discuss how to evaluate field, lab, and data management activities, organizations (such as contract labs) and individuals in the course of your project. These can include evaluations of volunteer performance; audits of systems such as equipment and analytical procedures; and audits of data quality. Include information on how your project will correct any problems identified through these assessments. Corrective actions might include calibrating equipment more frequently; increasing the number of regularly scheduled training sessions, or rescheduling field or lab activities.
- 21) Reports** - Identify the frequency, content, and distribution of reports to data users, sponsors, and partnership organizations that detail project status, results of internal assessments and audits, and how quality assurance problems have been resolved.

Part D - Data Validation and Usability (elements 22-24)

- 22) **Data Review, Validation and Verification Requirements** - State how you review data and make decisions regarding accepting, rejecting, or qualifying the data. All that is needed here is a brief statement of what will be done, by whom.
- 23) **Validation and Verification Methods** - Describe the procedures used to validate and verify data. This can include, for example, comparing computer entries to field data sheets; looking for data gaps; analyzing quality control data such as chain of custody information, spikes, and equipment calibrations; checking calculations; examining raw data for outliers or nonsensical readings; and reviewing graphs, tables and charts. Include a description of how errors, if detected, will be corrected, and how results will be conveyed to data users.
- 24) **Reconciliation with Data Quality Objectives** - Once the data results are compiled, describe the process for determining whether the data meet project objectives.

Other References and Resources

1. The Volunteer Monitors Guide to Quality Assurance Project Plans.
<http://www.epa.gov/volunteer/qappcovr.htm>
2. EPA Requirements for Quality Assurance Project Plans (EPA QA/R-5, March 2001).
<http://www.epa.gov/quality/qs-docs/r5-final.pdf>
3. Department of Environmental Quality's Quality Assurance Quality Control program
<http://www.deq.virginia.gov/watermonitoring/qaqc.html>
<http://www.deq.virginia.gov/watermonitoring/pdf/wqmpqapp.pdf>
4. Virginia Citizen Water Quality Monitoring Program Methods Manual
<http://www.deq.virginia.gov/cmonitor/pdf/cmonman.pdf>

E-3 Elements of a QAPP – Optional Form
Quality Assurance Project Plans (Use of this form is optional)

Part A – Project Management (Elements 1 - 9)

1) Title and Approval Page

Project title:

Date of the QAPP:

Names of organizations involved in the project:

Project Manager Signature: _____

Name / Date: _____

Project QA Officer Signature: _____

Name / Date: _____

Virginia DCR QA Officer Signature: _____

Name / Date: _____

USEPA Project Manager Signature: _____

Name / Date: _____

2) Table of Contents

List sections with page numbers, figures, tables, references, and appendices (attach pages).

3) Distribution List

List the individuals and organizations that will receive a copy of your approved QAPP. Include representatives of all groups involved in your monitoring effort. Include phone numbers.

- A.
- B.
- C.
- D.
- E.

4) Project / Task Organization

List key project personnel and their corresponding responsibilities.

Name	Title / Responsibility
	Project Manager
	Advisory Panel (contact person)
	QA Officer
	Field Leader
	Laboratory Leader
	Data Processing Leader

5) Problem Identification / Background

- A. Problem Statement:
- B. Intended Use of Data:

6) Project / Task Description

- A. In general, describe the work to be performed and where it will take place.
- B. Identify what kinds of samples will be taken, what kinds of conditions they will measure, which are critical, and which are of secondary importance.

C. Indicate how you will evaluate your results (how you will be making sense out of what you find).

D. Project Timetable

Major Task Category	J	F	M	A	M	J	J	A	S	O	N	D

7) Data Quality Objectives for Measurement Data

A. Data Precision, Accuracy, Measurement Range:

Parameter	Precision	Accuracy	Measurement Range
	+/- %	+/-	to units
	+/- %	+/- mg / L	to mg / l
	+/- %	+/- mg / L	to mg / l
	+/- %	+/- mg / L	to mg / l
	+/- %	+/- mg / L	to mg / l

B. Representativeness:

C. Comparability:

D. Completeness:

E.

Parameter	No. Valid Samples Anticipated	No. Valid Samples Collected & Analyzed	Percent Complete

8) Training Requirements / Certification

Types of Volunteer Training	Frequency of Training	Frequency of Certification

Description of Training and Trainer Qualifications:

9) Documentation and Records

Part B - Measurement / Data Acquisition (Elements 10 – 19)

10) Sampling Process Design

Outline the experimental design of the project including information on types of samples required, sampling frequency, sampling period (e.g., season), and how you will select sample sites and identify them over time.

Sample Design Logistics

	Parameter	No. of Samples	Sampling Frequency	Sample Period
Biological				
Physical				
Chemical				

11) Sampling Methods Requirements

Describe your sampling methods

Example: Sample Methods Requirements

Matrix	Parameter	Sampling Equipment	Sample Holding Containers	Method Sample Preservative	Maximum Holding Time
Water	Ph	Jones ph color comparator kit	Screw top, glass sample bottles	None	Immediately
Water	Temperature	Smith armored thermometer	None, measurement taken instream	None	Immediately
Water	Turbidity	Jones turbidity meter	Screw top, glass sample bottles	Store on ice	48 hours
Substrate	Macro-invertebrates	3'x3' kicknet; 500 micron mesh	1 liter plastic wide-mouth bottle	90% ethyl alcohol	6 weeks

12) Sample Handling and Custody Requirements

Describe the procedures used to keep track of samples that will be delivered or shipped to a laboratory for analysis.

13) Analytical Methods Requirements

List the analytical methods and equipment needed for the analysis of each parameter, either in the field or the lab.

14) Quality Control Requirements

List the number and types of field and laboratory quality control samples that will be taken.

- A. Field QC Checks:
- B. Laboratory QC Checks:
- C. Data Analysis QC Checks:
- D. Biological Sample QC Checks:

15) Instrument / Equipment Testing, Inspection, and Maintenance Requirements

Describe your plan for routine inspection and preventive maintenance of field and lab equipment and facilities.

Equipment Type	Inspection Frequency	Type of Inspection

16) Instrument Calibration and Frequency

Identify how you will calibrate sampling and analytical instruments.

Equipment Type	Calibration Frequency	Standard or Calibration Instrument Used

17) Inspection / Acceptance Requirements for Supplies

Describe how you determine if supplies such as sample bottles, nets, and reagents are adequate for your program’s needs

18) Data Acquisition Requirements

Identify any types of data your project uses that are not obtained through your monitoring activities.

19) Data Management

Trace the path of data management, from field collection and lab analysis to data storage and use.

Part C - Assessment and Oversight (elements 20-21)

20) Assessments and Response Actions

Discuss how you evaluate field, lab, and data management activities, organizations (such as contract labs) and individuals in the course of your project.

- A. Field Evaluation & Assessment:
- B. Laboratory Evaluation & Assessment:
- C. Data Management Evaluation & Assessment:

21) Reports

Identify the frequency, content, and distribution of reports to data users, sponsors, and partnership organizations that detail project status, results of internal assessments and audits, and how QA problems have been resolved.

Part D - Data Validation and Usability (elements 22-24)

22) Data Review, Validation and Verification Requirements

State how you review data and make decisions regarding accepting, rejecting, or qualifying the data. All that is needed here is a brief statement of what will be done, by whom.

23) Validation and Verification Methods

Describe the procedures you use to validate and verify data.

24) Reconciliation with Data Quality Objectives

Once the data results are compiled, describe the process for determining whether the data met project objectives.

Section F – Other Information

- ❖ F-1 Acknowledgements & Logos
- ❖ F-2 IRS Form 1099
- ❖ F-3 W-9 Form

F-1 Acknowledgements & Logos

The role of DCR and the federal funding agency (EPA or NOAA) must be clearly stated on all press releases, news articles, request for proposals, bid solicitations and other documents describing this project, whether funded in whole or part. Acknowledgment of financial assistance, with the DCR and federal agency logo, must be printed on the cover of all reports, studies, web sites, map products, and other products supported by this award or any sub-award. Examples of acknowledgements for DCR grant programs are below and are available electronically from your DCR Project Manager.

EPA Chesapeake Bay Implementation Grant:



This project received funding from the Environmental Protection Agency's Chesapeake Bay Program at the Virginia Department of Conservation and Recreation, via grant agreement number BAY-20??-##-SR.

EPA Section 319 / Nonpoint Source Implementation Program:



This project received funding from the Environmental Protection Agency's Section 319 Grant Program at the Virginia Department of Conservation and Recreation (DCR), grant number 319-20??-##-SR.

NOAA Coastal Nonpoint Program:

This project was funded by the Virginia Coastal Program at the Department of Environmental Quality through Grant #NA##### of the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Management, under the Coastal Zone Management Act of 1972, as amended. This project was conducted as part of the Coastal Nonpoint Source Pollution Control Program as administered by the Department of Conservation and Recreation.



Virginia Water Quality Improvement Fund:



This project received funding from the Virginia Water Quality Improvement Fund provided by the Virginia Department of Conservation and Recreation (DCR), via grant number WQIF-20??-##.

Disclaimer: For reports or papers for public distribution (including the final product), the following sentence must be added to the end of the above credit: *The views expressed herein are those of the author(s) and do not necessarily reflect the views of DCR.*

F-2 IRS Form 1099

It is not the Department of Conservation and Recreation's position to interpret tax laws and regulations. The information provided on this page is offered to guide Grantees on the tax requirements associated with grant funds. This page was updated in 2010. Grantees are advised to contact a legal expert on tax law interpretation and for current tax requirements. Guidance directly from the Internal Revenue Service on form 1099-MISC is available at: <http://www.irs.gov/pub/irs-pdf/i1099misc.pdf>.

- Grantees are required to deliver an IRS Form 1099 to any independent contractor who provides \$600 or more of services per their federal taxpayer identification number or social security number during the calendar year. This includes payments to sole proprietors / individuals (not employees), partnerships, limited liability companies, and nonprofit organizations. Payments to corporations are not reportable.
- Grantees must also file the IRS Form 1099 with the Internal Revenue Service in accordance with IRS regulations.
- The appropriate IRS 1099 forms must be distributed to recipients by January 31 and to the IRS by February 28. If the date listed falls on a Saturday, Sunday, or legal holiday, the due date is the next business day.
- The IRS provides detailed information on what to report on the various 1099 forms. DCR offers the following excerpts from the IRS Guide to Information Returns to be used to guide Grantees in selecting the appropriate 1099 form for payments to others.
 - Form 1099-G, Certain Government Payments – This form is used to report “... state and local income tax refunds, agricultural payments, and taxable grants.”

The Virginia Agricultural BMP Cost-Share Manual recommends that SWCDs use this form to report recipient income from agricultural & TMDL cost-share BMPs.

- Form 1099-MISC, Miscellaneous Income – This form is used to report “payments for services performed for a trade or business by people not treated as its employees. Examples: Fees to subcontractors or directors....”

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Substitute Form W-9 Each person/organization doing business with the Commonwealth must provide the following information or be subject to backup withholding.

1 _____ AND/OR _____
Social Security Number Federal Identification Number

2 _____
Dun & Bradstreet Number

3 Is this form being completed for disbursement of grant funds? Y / N If yes, skip item 4

4 Provide a general description of goods/services to be sold to the Commonwealth: _____

0*	<input type="checkbox"/> Other	6	<input type="checkbox"/> Corporation	A*	<input type="checkbox"/> Partnership
2	<input type="checkbox"/> Federal Agency	7*	<input type="checkbox"/> Sole Proprietor/Reportable Individual	B*	<input type="checkbox"/> Estate
3	<input type="checkbox"/> State Agency	8*	<input type="checkbox"/> Medical Corporation	C*	<input type="checkbox"/> Trust
4	<input type="checkbox"/> Local Government	9	<input type="checkbox"/> Non-Reportable Individual	D*	<input type="checkbox"/> Limited Liability Company
5	<input type="checkbox"/> Political Subdivision				

* Indicates vendor may be eligible to receive a form 1099

LEGAL NAME _____
TRADE NAME _____
Order Address _____

Contact Person _____ Telephone No. _____
E-mail Address _____ FAX No. _____

Remittance Address _____

Contact Person _____ Telephone No. _____

THIS BUSINESS IS CERTIFIED BY THE VIRGINIA DEPARTMENT OF MINORITY BUSINESS ENTERPRISE AS:

Small Woman-Owned Minority-Owned

For information on VDMBE certification, visit their website at www.dmbv.virginia.gov or call them at 804-786-6585

CERTIFICATION

Under penalties of perjury, I certify that:

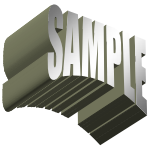
- The number(s) shown on this form is/are my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: [a] I am exempt from backup withholding, or [b] I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or [c] the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Signature _____ Date _____

Appendix I – Grant Agreement Package

- ❖ I-1 Grant Agreement, Five-page Example
- ❖ I-2 Attachment A (Scope of Work) Example
- ❖ I-3 Attachment B (Project Financial Report Form) Example
- ❖ I-4 Attachment C (Milestone Table) Example
- ❖ I-5 Attachment D (NPS Pollution Reduction Tracking Form for BMPs)
- ❖ I-6 Attachment E (Administrative and Programmatic Terms and Conditions)



COMMONWEALTH OF VIRGINIA
Department of Conservation and Recreation
Grant Agreement

Virginia Chesapeake Bay Implementation Program
BAY-2009-09-PT

This Grant Agreement (hereinafter referenced as "Agreement") is made, by and between the Commonwealth of Virginia, Department of Conservation and Recreation, hereinafter called "DCR," Northern Virginia Soil and Water Conservation District, hereinafter called the "Grantee."

DCR has received a grant from the United States Environmental Protection Agency (EPA), under the Chesapeake Bay Program, Catalog of Federal Domestic Assistance Number 66.466. This Agreement is a sub-award, from DCR to the Grantee, of said federal grant funds. The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

- (1) **GENERAL PROVISIONS:** Grantee shall carry out the project as set forth in the Agreement documents. The Agreement documents shall consist of this signed Grant Agreement and:
- (1) Attachment A - Scope of Work
 - (2) Attachment B - Project Financial Report Form
 - (3) Attachment C - Milestone Table
 - (4) Attachment D - NPS Pollution Tracking Data Form for BMPs, when applicable
 - (5) Attachment E – General Terms and Conditions for Federally Funded DCR Grant Contracts

This Agreement and all applicable attachments hereto represent the entire contract between the parties and together supersede any and all other agreements or understandings in connection with the grant funds provided herein. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the Scope of Service, contained in Section 5 herein. Furthermore, the Grantee shall not assign, sublet or subcontract any work related to this Agreement, or any interest it may have herein, to any parties not approved by DCR, as noted in these Agreement documents. The details and schedule of service set forth in the Scope of Work and Milestone Table are deemed to have been consensual upon the execution of this Agreement.

(2) **TIME OF PERFORMANCE:** Upon signature by the Grantee and the director of DCR, the services of the Grantee shall be for the period from, January 1, 2010 through December 31, 2010, unless otherwise altered through provisions of this Agreement or extended by written authorization of DCR. All time limits stated are essential to this Agreement. Every effort must be made to complete the work on time. All project expenses and use of match funds must be completed during the time of performance.

(3) **COMPENSATION:** The total grant award from DCR is \$ 13,000.00. DCR shall release the grant award to the Grantee on a cost-reimbursement basis upon receipt and approval of the Grantee's quarterly reports, as required by this Agreement, or at other times agreed to by DCR. DCR is under no obligation to reimburse work performed prior to the commencement or after the expiration of the contracted time of performance. DCR reserves the right to withhold a minimum of 15% of the Grantee's total grant allocation until the final grant report and all services, reports and deliverables are received and approved by DCR. Acceptance of work completed under this Agreement shall be decided at the sole discretion of DCR and shall be final.



The Grantee shall spend the funds according to the specified categories of the Agreement 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 DCR. Any cost overruns incurred by the Grantee during the time of performance shall be the responsibility of the Grantee. Any unspent funds at the end of the grant will be returned back to DCR.

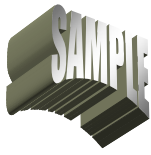
(4) **MATCHING FUNDS**: If this Agreement is contingent upon cash and in-kind contributions by the Grantee to the project, the required amount of matching funds will be indicated on the Project Financial Report Form, Attachment B, of these Agreement documents. Matching contributions, if applicable, must 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 DCR with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to DCR in the quarterly and final reports described below, both in narrative summary and on Attachment B.

(5) **SCOPE OF SERVICE**: The Grantee shall provide the services to DCR set forth in the Agreement documents and, specifically, as defined in the Scope of Work (Attachment A) and within the timeframes required herein and in any Attachments hereto. All deliverables shall conform to accepted standards and practices. Recipients are required to report deviations from Scope of Work and request prior approvals for revisions to DCR in writing. The Grantee shall provide DCR with 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 Attachment B. Each *quarterly report*, due on the 15th of the month following the completion of each quarter, shall contain the following:

- a) **A narrative** – Describe the progress in fulfilling the Scope of Work and activities for each deliverable listed in the Milestone Table. Provide both accomplishments and challenges, and a financial narrative with itemized details of expenditures.
- b) **An updated Project Financial Report Form (Attachment B)** - On Attachment B, summarize expenses incurred in the columns under “DCR Funds” and Grantee contributions under “Match Funds.” This form also serves as the reimbursement request, or invoice, for the Grantee, therefore, only copies with the original authorized signature will be accepted by DCR.
- c) **An updated Milestone Table (Attachment C)** – Enter “Actual Completion Date” for specific tasks on the table and provide relevant notes.
- d) **NPS Pollution Tracking Data Form for BMPs (Attachment D)** – Enter data for best management practices installed and completed, if applicable.

The *final report*, due within 45 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 and DCR will not reimburse any requests received 45 days after the Agreement termination date.

(6) **ASSISTANCE**: DCR agrees, upon request of the Grantee, to furnish, or otherwise make available to the Grantee, copies of existing non-proprietary materials in the possession of DCR that are reasonably associated with this project. This includes materials that are necessary to the Grantee for completion of its performance under this agreement.



(7) RECORDS AVAILABILITY: The Grantee agrees to retain all books, financial and programmatic records, supporting documents, statistical records and other documents relative to this Agreement for five years after final payment. DCR, state auditors, the Comptroller General of the United States, and/or any of their authorized agents shall have full access to, and the right to examine any of, said materials for as long as the records are retained.

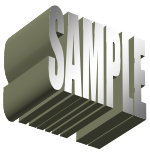
(8) CREATION OF INTELLECTUAL PROPERTY: All intellectual property, including Subject Inventions and copyrightable material, created pursuant to this contract shall be considered work made for hire and shall belong exclusively to the Commonwealth of Virginia. Neither party intends any intellectual property 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 deemed part of a joint work, the Grantee does hereby irrevocably assign its entire interest in such material or work to the commonwealth of Virginia and shall execute and deliver such further documents as the commonwealth may reasonably request for the purpose of acknowledging or implement such assignment. DCR hereby grants the Grantee a license to use the materials, so owned, for public, not-for-profit purpose within the territory of the Commonwealth.

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "(c)", the word "Copyright" or the abbreviation "Copr.", (2) the year of first publication, and (3) the name of the copyright owner (the Commonwealth of Virginia). This information shall be followed by the words, "all rights reserved".

(9) DOCUMENTS: The Grantee may retain any reports, studies, photographs, negatives or other documents prepared in the performance of its obligations under this Agreement and not required to be delivered to DCR. DCR shall have certain rights to use any such materials as specified above. Where necessary for DCR’s enjoyment of its rights and other rights referenced in this Agreement, the Grantee shall provide a clear, reproducible copy of such materials (machine readable upon request, if readily available to the Grantee in such form) to DCR, at no cost to DCR.

(10) TERMINATION, BREACH AND ENFORCEMENT: Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party. DCR may terminate this agreement for any reason it deems necessary, including the need to redirect funds to another program. Should DCR decide to terminate this Agreement for convenience, it shall repay the Grantee for its expenses incurred under this Agreement prior to termination.

In the event of breach by the Grantee of this Agreement, DCR shall provide written notice to the Grantee specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Grantee has not substantially corrected the breach within sixty (60) days of receipt of the written notice, DCR shall have the right to terminate the Agreement. The Grantee shall not be paid for services rendered nor expenses incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination as are necessary for curtailment of its work under this Agreement.



For nonpoint source Best Management Practice installations funded through this Agreement, if the Grantee does not comply with Section 13 (Operation and maintenance) of this Agreement, then within ninety (90) days of receipt of written demand from DCR, the Grantee shall repay an amount, calculated on a straight line pro-rated basis, of the DCR funds used for the installation. Enforcement action for BMPs funded through the Virginia Cost-Share Program will be in accordance with the Virginia Cost-Share Program Guidelines.

In the event that the Grantee fails to comply with any of the conditions as set forth in this Agreement, including failure to meet the final deadline or noncompliance with the Scope of Work (Attachment A) DCR 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. If not corrected, then within sixty (60) days of receipt of written demand from DCR, the Grantee shall pay liquidated damages in the amount of \$1,000 or 15%, whichever is greater, of the total award unless the Grantee asserts a defense afforded it under this Agreement. Repayments and stipulated penalties will be paid into the State Treasury and credited to the appropriate grant fund. The Grantee's right to collect repayments and stipulated penalties does not affect in any way DCR's right to secure specific performance of the Agreement using other legal remedies as may otherwise be available.

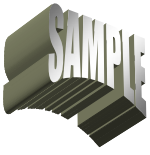
(11) QUALITY ASSURANCE/QUALITY CONTROL PROJECT PLANS: Within 60 days of the effective date of this Agreement and if required in Attachment A of this Agreement, the Grantee will submit to DCR, for review and approval, a Quality Assurance/Quality Control Project Plan. No water quality monitoring activities shall be initiated until the Quality Assurance/Quality Control Project Plan has been approved by DCR. The Grantee shall implement the approved Quality Assurance/Quality Control Project Plan in performing environmental monitoring activities.

(12) REPORTING AND TRACKING INFORMATION MANAGEMENT SYSTEMS: In accepting these funds, the Grantee agrees to the sharing of all deliverables and related information through state and/or federal channels (including Internet use) and, wherever possible, to provide DCR with deliverables in a format that can be made available to the public.

(13) OPERATION AND MAINTENANCE: If this project provides for BMPs or other on-the-ground activities, then when applicable, within sixty (60) days of the effective date of this Agreement, the Grantee will submit to DCR, for review and approval, an Operation and Maintenance Plan for BMPs and other on-the-ground implementation aspects of this project. The Grantee 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 DCR. (Adherence to Virginia Cost-Share Guidelines and BMP specifications is considered an adequate Operation and Maintenance Plan.)

(14) CERTIFICATION – CONFLICT OF INTEREST: The Grantee warrants that it has fully complied, and will continue to comply throughout the term of this Agreement, with the Virginia State and Local Government Conflict of Interests Act, VA CODE § 2.2-3100 et seq.

(15) ACKNOWLEDGMENTS: The role of DCR and EPA must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing this project, whether funded in whole or in part. Acknowledgment of financial assistance, with the DCR and EPA Chesapeake Bay Program logos, must be printed on the cover of all reports, studies, web sites, map



products or other products supported by this award or any sub-award. The Grantee is responsible for contacting DCR staff in adequate time to obtain the logo in camera-ready or digital form. Prior to production, DCR project management staff must approve the final draft.

The acknowledgment should read:

This project received funding from the Environmental Protection Agency's Chesapeake Bay Program through the Virginia Department of Conservation and Recreation (DCR), via grant number BAY-2009-09-PT.

(16) **SUBCONTRACTS**: No portion of the Scope of Work shall be subcontracted without the prior written consent of DCR. 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 Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act , Va. CODE § 2.2-4300 et seq., in making such awards.

(17) **APPLICABLE LAWS AND REGULATOR COMPLIANCE**: This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. DCR and the Grantee are encouraged to resolve any issues in controversy arising from the award of the grant using Alternative Dispute Resolution (ADR) procedures *Code of Virginia*, § 2.2-4366.

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.

(18) **SOVEREIGN IMMUNITY**: Nothing in this Agreement shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth of Virginia.

(19) **DISCLAIMER**: For reports or papers produced for public distribution (including the final product), the following sentence must be added to the end of the above acknowledgement:

The views expressed herein are those of the author(s) and do not necessarily reflect the views of DCR.

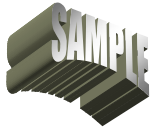
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the following duly authorized officials:

Grantee: Northern Virginia Soil and Water Conservation District (NBSWCD)

Grantor: Virginia Department of Conservation and Recreation

By: _____
Title: _____
Date: _____

By: _____
Jack E. Frye, Director
Title: _____
Division of Soil and Water Conservation
Date: _____
By: _____
David A. Johnson, Director
Title: _____
Department of Conservation and Recreation
Date: _____



Attachment A

**Scope of Work
BAY-2009-09-PT**

POTOMAC WATERSHED ROUNDTABLE – Potomac Council
Sponsored by
Northern Virginia Soil and Water Conservation District

PURPOSE – OVERVIEW

The main purpose of the grant will be to enable the Potomac Council to support the efforts of the Potomac Watershed Roundtable as it strives to stay informed and collaborate in order to address the goals and objectives of the Potomac Tributary Strategy and Chesapeake Bay Agreement, and the implications of the Executive Order on the Chesapeake Bay, the Chesapeake Bay TMDL, Virginia's new Stormwater Regulations and the requirements of MS-4 Permits.

By exploring topics and issues, gaining knowledge, promoting understanding, raising awareness, seeking solutions, and advocating courses of actions, the Roundtable focuses the energy and efforts of a diverse community of public and private stakeholders on reducing nonpoint source pollution and enhancing the quality of the Commonwealth's waters. The Roundtable accomplishes this through communication and collaboration among its stakeholder members and with other interested individuals and groups in the watershed. Participation in the Roundtable by members, alternates and interested parties remains high.

Each meeting is carefully planned with several presentations and speakers, often around a common theme, which becomes the basis for a Roundtable discussion.

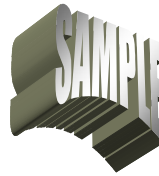
PROPOSED ACTIVITIES

◆ Both the Council and the Roundtable will hold four **quarterly meetings**, tentatively planned for January in Loudoun County, April in Stafford County, July in Prince William County, and October in Northern Neck. Additionally, the Council will hold an annual meeting in December, in conjunction with the annual meeting of the Virginia Association of Soil and Water Conservation Districts.

◆ During 2010, topics for the Roundtable meetings will be relevant to the Chesapeake Bay Program and goals, and will continue to include subjects of interest to its members. A major focus of the Roundtable will be **the Chesapeake Bay TMDL** and the implications for local governments. It also will continue to keep abreast of the new Virginia stormwater regulations, as well as MS-4 permits and the relationship of these regulations to federal regulatory and program efforts. Tentative plans include a presentation about the Loudoun Water source water supply planning initiative to withdraw water from the Potomac and store it in former quarries. This effort and other planning strategies are related to the growing concern about climate change. An effort will be made to include this timely topic, which has broad environmental implications.

Quarterly meetings also will include reports and updates on matters of ongoing interest, such as

- Nonpoint source pollution education
- The regional stormwater education campaign



- The nutrient trading program
- Upgrades at wastewater treatment plants
- Conservation planning and the agricultural BMP cost-share program
- The Chesapeake Bay's Executive Council and the Local Government Advisory Committee
- Metropolitan Washington Council of Governments Chesapeake Bay initiatives
- The annual Trash Summit and ongoing committee work
- The Virginia Watershed Alliance
- The Environment Virginia conference
- Continued liaison with the Urban Forestry Roundtable
- Updates from DCR on initiatives at the state level, such as the study of urban BMP incentive program, and strategic planning for environmental programs
- Updates on General Assembly actions

The Roundtable includes members representing 9 counties, 5 cities and towns, 6 soil and water conservation districts, 4 planning district commissions, water utilities (drinking water and waste water), and two representatives from each representing the following communities of interest: agriculture and forestry; development, construction and real estate; fishing and boating; environment; water and wastewater utilities; waste management and recycling; the General Assembly; and citizens of the watershed. Non-voting members represent 10 regional, state and federal agencies. Interested parties also attend the Roundtable meetings, including staff from the member jurisdictions, organizations and agencies.

NVSWCD works with the Council and Roundtable chairs, members, and others to plan for the meetings. The arrangements for the meeting room, morning refreshments and lunch will be made by a local SWCD, which will receive a stipend to cover staff time and any other related expenses. The majority of refreshment and lunch costs are recovered by collecting a fee, usually \$10, from the attendees.

- ♦ Annually, the Roundtable develops a **legislative agenda**. At the October meeting, topics are introduced and discussed. They are fine-tuned by the legislative committee and posted on the Roundtable's website for review. The legislative and executive committees meet to review the comments and choose two to four items that will be included in a letter from the Chair to the 40 Delegates and Senators who represent the Roundtable's area.
- ♦ The Potomac Council acts as the Roundtable's **membership committee**. All stakeholder interest members began their three year terms on January 1, 2008. The governing bodies of jurisdictions (counties, cities and towns) and of soil and water conservation districts will appoint or reappoint members and alternates whose three-year terms will begin January 1, 2010.
- ♦ The **Council and Roundtable's web site** will continue as a tool to enhance communication among members and interested parties. It contains a map and general overview of the both the Council and Roundtable, a list of members, contact information for current representatives, officers, by-laws, upcoming meeting announcements, including the latest meeting minutes, agendas, directions, and other meeting materials. Agendas, minutes, presentations, and handouts from previous meetings, as well as the letters transmitting the PWR legislative agenda, are found in the archives. The website contains the *PWR Report*, the PSA audio –*Talking Storm Sewer Guy*, announcements of other meetings and events, and periodic postings of relevant materials.



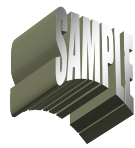
It contains links to member organizations and other sites of interest. It averages between 2,000 to 4,000 hits per month and 400 to 800 visits per month. Activity increases around the time of the quarterly meetings.

- ◆ The **Roundtable’s fact sheet/report** will be updated toward the end of the year. It will highlight the organization, activities, and accomplishments of the Potomac Roundtable and will be written in a style and format appropriate for an information and outreach document. This will serve to increase awareness about both the Potomac Watershed Roundtable and its work. It will be distributed to a mailing list developed in collaboration with members and interested parties. It also will be used when sending letters regarding member appointments, letters to jurisdictions, letters to legislators, and welcome letters to new members.
- ◆ The **Northern Virginia SWCD will provide on-going support** for both the Council and the Roundtable, and will receive a stipend for this work. Please see **Attachment C – Quarterly Support for Potomac Council and Potomac Watershed Roundtable** – for a description of NVSWCD hours spend on typical support activities.

NVSWCD will work with the Council chair and members to set agendas for Council meetings. It also will be responsible for meeting notifications, preparing and distributing minutes, and meeting follow up tasks. It will assist with Council initiatives, and plans and preparations for the annual meeting in December. It will maintain an up-to-date copy of the By-Laws and alert the Council to routine matters, such as periodic appointment of representatives and election of officers. The Council will develop a tentative schedule of meeting dates and host districts, and will collaborate with the Roundtable on the final dates and places.

Working with the Chair and Executive Committee of the Roundtable, and other appropriate members, NVSWCD will assist with the meeting planning and developing agendas, including research and securing speakers and materials. It also will be responsible for meeting arrangements, materials, notification, registration, coordination with the host district, and follow up, including the preparation and distribution of minutes, and materials and notices that are distributed after the meeting. Supply expenses include copying agendas and materials, preparing name tags and place cards, printing and postage for letters to delegates and jurisdictions. NVSWCD will prepare and send letters and materials from the Roundtable as directed, such as to members of the General Assembly and local officials. As needed, NVSWCD will facilitate the process for the appointment of members and alternates. It will serve as a point of contact for information about the Roundtable and will develop and distribute information about the Roundtable, its activities and accomplishments. It will maintain an up-to-date copy of the By-Laws and will prepare and distribute proposals for amendments as directed. It will develop grant proposals. It will maintain on-going communication with the Chair to ensure the accomplishment of Roundtable routine business and initiatives.

The NVSWCD will support Roundtable standing committees and sub-committees that are formed to accomplish specific tasks. NVSWCD also will continually update the roster and contact information for members, alternates and interested parties. It will coordinate with the webmaster to ensure up-to-date website maintenance and timely announcements.



The NVSWCD will support new demonstration sites in XYZ County Parks for Pet Waste Disposal Systems. Reportable developed land pollution reduction data will be provided at the end of the project period. All material set up costs will be itemized and appropriate financial back up documentation will be provided.

PRODUCTS AND OUTCOMES

- The Potomac Council will conduct four quarterly meetings and an annual meeting.
- The Potomac Watershed Roundtable will hold four quarterly meetings.
- The Potomac Watershed Roundtable will continue to highlight topics related to Tributary Strategies, implementation of the Chesapeake Bay Program, and the Chesapeake Bay TMDL
- Council and Roundtable agendas, minutes and meeting presentations and materials will be disseminated and posted on the website.
- Quarterly Financial and Progress Reports will be submitted to DCR, as required.
- Committees of the Roundtable will meet and carry out tasks, as directed.
- Council, Roundtable and Committee initiatives (e.g. letters to legislators, membership recruitment, announcements and notices) will be carried out.
- The web site will be maintained to facilitate enhanced communication among members and interested parties.
- The Roundtable fact sheet / report will be updated.
- Council and Roundtable participants will increase their knowledge and understanding of the goals of the Chesapeake Bay Program and Tributary Strategies and the means for supporting and helping to achieve these goals at the state and local level.
- The Council and Roundtable will learn about stormwater regulations, MS-4 permits, the Chesapeake Bay TMDL, and regional and state activities supporting Chesapeake Bay cleanup goals, water supply planning initiatives, and climate change. Roundtable members will collaborate on local and regional strategies for improving water and other natural resources.
- The Roundtable will educate citizens on pet waste pollution reductions and additionally provide actual nutrient reduction data at the end of the project period.

BUDGET NARRATIVE

January – December 2010

Item	Amount (\$)
Personnel	
Financial administration/reporting @###/hr *	1,300
Quarterly PC and PWR Support @ ####/hr *	5,800
Website Maintenance @ 100/month	1,200
PC Annual Meeting (planning, agenda, invitations, minutes)	0
Annual PWR update and incidental support	0
Sub-total for Personnel	8,300
Travel	
Travel expenses for six SWCDs **	1,684
Travel for meeting support	260
Sub-total for Travel	1,944

Supplies	
Copying materials for meetings, name tags, pens, place cards, incidentals	160
Postage and envelopes for correspondence, including letters to legislators	86
Potomac Council Annual Meeting supplies	100
Annual web hosting fee	70
Pet Waste Demo set up (signs, station posts, boxes, bags & disposal)	1000
Sub-total for Supplies	1416
Other Direct	
Additional meeting costs (room charge, speaker travel and lunches, registration) @ 275 average/meeting	1,100
Printing annual update – 400 copies at \$.60	240
Sub-total for Other Direct	1,340
TOTAL	13,000

* Additional details are provided in the DCR Grants Section File

** The Potomac Council is comprised of six Soil and Water Conservation Districts: John Marshall, Loudoun, Northern Neck, Northern Virginia, Prince William, and Tri-County/City. Each SWCD will receive a stipend to support its participation in Council and Roundtable activities. These monies are used for travel expenses. Additional details are provided in the DCR Grants Section File



COMMONWEALTH OF VIRGINIA
Department of Conservation and Recreation

Attachment B

Project Financial Report Form
 Virginia Chesapeake Bay Implementation Grant
 DCR Grant Agreement: BAY-2009-09-PT

Federal ID #	99-0001234		
Grantee:	Northern Virginia SWCD	Invoice Payable To:	NVSWCD
Contact Person:	Ms Manager	Phone #:	700-123-4567 / 8910
Mailing Address	12345 SWCD Way		
	Fairfax, Virginia 21234		
Project Title:	Potomac Council / Potomac Watershed Roundtable		
Reporting Period:	_____		
	(beginning date)	(end date)	
	_____	January - March	_____ 2010
	_____	April - June	_____ 2011
	_____	July - September	
	_____	October - December	

Federal Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	\$ 8,300.00	\$ -	\$ -	\$ 8,300.00
Fringe		\$ -	\$ -	\$ -
Travel	\$ 1,944.00	\$ -	\$ -	\$ 1,944.00
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 1,416.00	\$ -	\$ -	\$ 1,416.00
Contractual	\$ -	\$ -	\$ -	\$ -
Construction		\$ -	\$ -	
Other Direct	\$ 1,340.00	\$ -	\$ -	\$ 1,340.00
*TOTAL	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00

Total Reimbursement Request: _____

Authorized Signature: _____

Date: _____

MATCH Funds

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel		\$ -	\$ -	\$ -
Fringe		\$ -	\$ -	\$ -
Travel		\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies		\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
Indirect		\$ -	\$ -	\$ -
*TOTAL	\$ -	\$ -	\$ -	\$ -

*These cells are formulas on the electronic version of this form. For an electronic copy contact susan.block@dcr.virginia.gov

**Virginia Chesapeake Bay Implementation Grant
 DCR Project #BAY-2009-09-PT**

Timeline/Milestone Table

Sponsor: Northern Virginia Soil and Water Conservation District (NVSWCD)

Name of Project: *Potomac Watershed Roundtable – Potomac Council*

NOTE: For an electronic copy of this form please contact Susan Block, susan.block@dcr.virginia.gov .

Milestone		Target Completion Date	Progress / Status
Submit quarterly financial report based on accomplishments. Include project narrative, budget narrative and updated/signed Attachment B		April 15, 2010 July 15, 2010 October 15, 2010 January 15, 2011	
Plan and conduct four Potomac Council Meetings and one annual meeting	Potomac Council Chair, NVSWCD	Quarterly	
Plan and conduct four Potomac Watershed Roundtable Meetings	Potomac Watershed Roundtable Chair, NVSWCD	Quarterly	
Arrange for meeting room, refreshments, and lunch; assist with registration	Member SWCDs	Quarterly	
Announce Council and Roundtable meetings; coordinate agendas and logistics; receive RSVPs.	NVSWCD and webmaster	Prior to quarterly meetings	
Conduct Committee meetings/work	Committee Chairs (e.g., membership, legislative)	As directed. Progress reported prior to, or at, quarterly meetings	
Prepare and disseminate financial reports to Council	NVSWCD	Reports presented at quarterly meetings	
Prepare, post, and disseminate Council meeting minutes and materials	NVSWCD and webmaster	Quarterly	
Prepare, post, and disseminate Roundtable meeting minutes and materials	NVSWCD and webmaster	Quarterly	
Maintain the website to promote communication among Roundtable members and as a source of archived and current information for members and interested parties.	NVSWCD and webmaster	Monthly	
Annual PWR Update for 2010 and update the Potomac Watershed Roundtable Fact Sheet	NVSWCD	December 2010	
Plan and conduct four Potomac Council Meetings and one annual meeting	Potomac Council Chair, NVSWCD	Quarterly	

NPS Best Management Practices - Pollution Reduction Tracking Data Form						Attachment D	
	Award Year	2009	Funding Program	Chesapeake Bay Implementation Grant	Contract #	BAY-2009-09-PT	
Project Title:	Potomac Watershed Roundtable 2010			Project Sponsor:	Northern Virginia Soil and Water Conservation District (NVSWCD)	Grant Period	1/1/2010 - 12/31/2010
# of BMP	[1] Installation Date ^(a)	[2] Name of BMP Installed (dropdown list) ^(a)	[3] Project Location Description or Site Name ^(a)	[4] City or County FIPS Code ^(a)	*[5] NWBD Code (Hydrologic Unit) ^(a)	[6] Site Location in Decimal Degrees ^(c)	
						Latitude	Longitude
1							
2							
3							
4							
5							
6							

PAGE 2 - Attachment D NPS Tracking Form							BAY-2009-09-PT	Form Revised 04/01/2011			
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 columns or structure of this form. For an electronic copy of this form contact your DCR project manager or swcgrants@dcr.virginia.gov. ^(a) Fields are required for all types of practices, check the code list for measurements and/or code definitions; ^(b) These fields may be needed depending on the type of practice installed, check the Code List for reporting requirements and units of measurement for each BMP type. ^(c) Locations indicated with latitudes and longitudes are desired but not mandatory if not available.											
[7] Existing Land Use Code ^(a)	Measures						[12] Design Life span ^(a)	[13] ^(a) Amount of Grant funding	[14] Amount of Other funding	[15] Comments or other information	[16] Description of BMP and measures if chosen Practice Code is "Other"
	[8] ^(a) Quantity Installed	Units	[9] Treatment Area ^(b)	Units	[10] (ft) Practice Length ^(b)	[11] (ft) Practice Width ^(b)					

ATTACHMENT E

**GENERAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED GRANT CONTRACTS**

1. **ADMINISTRATIVE REQUIREMENTS:** As a sub-Grantee of these federal funds and by signing this Agreement the Grantee agrees that it shall comply with all applicable federal regulations and agrees to and recognizes that (1) these funds are subject to applicable U.S. Environmental Protection Agency statutory provisions and regulations; (2) the award is subject to the applicable provisions of (a) 40 CFR Chapter 1, Subchapter B and (b) 2 CFR Part 215 (OMB Circular A-110), 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 225 (OMB Circular A-87), 2 CFR Part 230 (OMB Circular A-122) and (3) the Grantee shall abide by the other OMB Circulars, including A-133 (related to single audits) and A-102.
2. **CERTIFICATION OF A DRUG-FREE WORKPLACE:** The Grantee must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR §§ 36.200-36.230. Additionally, in accordance with these regulations, the Grantee organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the awards.
3. **ASSURANCES:** By entering into this Agreement, the Grantee certifies that it has the legal authority to apply for federal assistance, and it has the institutional, managerial and financial capability (including funds sufficient to pay for subjects costs until reimbursement or pay for the non-federal share of project costs) to ensure proper planning, management and completion of the project description.
4. **DISBARMENT AND SUSPENSION:** The Grantee shall fully comply with Subpart C of 2 CFR Part 180, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons" and 2 CFR Part 1532, "Non-procurement Debarment and Suspension". The Grantee certifies that it has not been disqualified, disbarred or suspended from doing business with the Federal Government. The Grantee must disclose to DCR if it is presently excluded, disbarred or suspended. The Grantee is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The Grantee is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee acknowledges that failing to disclose the information as required by 2 CFR §180.335 may result in the delay or negation of this assistance Agreement, or pursuance of legal remedies.
5. **FEDERAL EMPLOYEE COSTS:** The Grantee understands that the funds for this project may not be used to pay for the travel of federal employees, or for other costs associated with Federal participation in this project unless the federal agency is performing special technical assistance to the Grantee as allowed under the provisions of the Intergovernmental Cooperation Act.
6. **CERTIFICATION OF LOBBYING:** The Grantee agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Grantee shall abide by its respective OMB Circular (A-21, A-87, or A-122) which prohibits the use of federal grant funds for litigation against the United States and its respective OMB Circular (A-21 or A-122) which prohibits the use of federal grant funds to participate in various forms of lobbying or other political activities.
7. **HOTEL-MOTEL FIRE SAFETY ACT:** Pursuant to 40 CFR § 30.1 8, if applicable, and 15 USC § 2225a, the Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101 -391, as amended).
8. **SINGLE AUDIT ACT:** In accordance with OMB Circular A-133, which implements the Single Audit Act, the Grantee hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total federal funds (from all sources) in any fiscal year. Within nine months after the end of a Grantee's fiscal year or 30

days after receiving the report from the auditor, the Grantee shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods ending in 2008 or beyond these materials must be submitted using the Federal Audit Clearinghouse's Internet Data Entry system. Please refer to the Federal Audit Clearinghouse website: <http://harvester.census.gov/fac>. The Grantee shall provide a letter of notice to DCR that it has submitted the above materials and is in compliance with OMB Circular A-133.

9. **CONTRACT ADMINISTRATION PROVISIONS**: The Grantee agrees to comply with the contract administration provisions of 40 CFR, § 33.302
10. **OPERATION AND MAINTENANCE**: The Grantee shall ensure the continued proper operation and maintenance of all management practices that have been implemented for projects funded under this grant. Such practices shall be operated and maintained in accordance with commonly accepted standards. Pursuant to IV. (D)(8) of the "Nonpoint Source Program and Grants Guidelines for States and Territories", October 23, 2003, the Grantee shall insert a provision in every sub-agreement (sub-grant or contract) awarded under this grant requiring such sub-Grantee to also follow proper operation and maintenance procedures for all such management practices and to further insert a similar provision in any lower tiered sub-agreement awarded by the sub-Grantee. EPA and DCR respectively reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring, and shall state that, if it is determined that participants are not operating and maintaining practices in an appropriate manner, EPA or DCR, respectively, will request a refund for that practice supported by the grant. The specific span of each BMP will be identified in the operation and maintenance component of each work plan. A sub-awardee and DCR may agree to transfer a grant to another party. The transferee must be determined by DCR to be eligible to participate in the administration of the grant and must assume full responsibility under the grant, including operation and maintenance of those practices already installed and to be installed as a condition of the grant. The Grantee shall refund all or a portion of the grant if it sells or loses control of the land under the grant and the new owner or controller is not eligible to participate in the program or refuses to assume responsibility under the sub-agreement (sub-grant or contract).
11. **QUALITY ASSURANCE AND QUALITY CONTROL**: In accordance with 40 CFR §§ 30.54 and 31.45, the Grantee must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance and quality control requirements and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.
12. **RECYCLED PAPER**: The Grantee agrees to use recycled paper, where practical, for all reports which are prepared as part of this Agreement and delivered to DCR. This requirement does not apply to standard forms.
13. **RESOURCE CONSERVATION AND RECOVERY ACT**: The Grantee shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 2476.
14. **TRAFFICKING VICTIMS PROTECTION ACT**: To implement the requirements of Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), the Grantee must abide by the Prohibition Statement below. The Grantee must inform DCR immediately of any information you received from any source alleging a violation of the Prohibition Statement below. DCR and the associated federal funding agency have the right to unilaterally terminate this Agreement without penalty, if the Grantee or an employee is determined to have violated an applicable prohibition in the Prohibition Statement.

- a. **Prohibition Statement** – The Grantee as the recipient, its employees, subrecipients under this Agreement, and subrecipients’ employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect; procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of the Agreement or subawards under the Agreement.
15. **CONTRACTOR RATES:** The use of federal funds in this Agreement in the salary rate (excluding overhead) paid to individual consultants retained by the Grantee or by the Grantee’s contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the Grantee or subcontractor will pay these in accordance with its normal travel reimbursement practices). See 40 CFR 31.36 or 30.27 for more information.
16. **SIX GOOD FAITH EFFORTS:** 40 CFR, Part 33, Subpart C: Pursuant to 40 CFR, Section 33.301, the Grantee agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this EPA funded Agreement, and ensure that sub-recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
- (a) Ensure Disadvantage Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. (c) Consider the contracting process whether firms competing for large contracts could subcontract with DBEs. (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually. (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce. (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in the paragraphs (a) through (e) of this section.
17. **MANAGEMENT FEES:** The Grantee agrees that management fees or similar charges in excess of the direct costs and approved indirect rates (if applicable) are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work (Attachment A).
18. **NUTRIENT MANAGEMENT:** Funding and or technical assistance (utilizing federal funds) provided by or through the Grantee from this Agreement to any agricultural operation shall be utilized in accordance with either:
- a. United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) nutrient Management Standard Code 590 as adopted at the state level and at such a time when USDA NRCS adopts guidelines at the state level for “Comprehensive Nutrient Management Plans (CNMPs)”, all funding for such purposes will have to adhere to Nutrient management Standard 590 and CNMP guidelines, or:
- b. State program requirements and technical standards which are functionally equivalent to those identified in the final USDA NRCS “comprehensive Nutrient management Guidance.”

Appendix II – Optional Forms

- ❖ II-1 Financial Narrative Form (Excel)
- ❖ II-2 Match Tracking Form (Excel)
- ❖ II-3 Sample – Letter of Commitment for Match Funds (Word)
- ❖ II-4 Procurement Bid Solicitation Form (Word)
- ❖ II-5 Employee Time Sheet Tracking Form (Excel)
- ❖ II-6 Personnel Activity Report (Word)

**DCR GRANT MANAGEMENT
FINANCIAL NARRATIVE FORM - EXCEL**
(Use of this form is Optional)

Shaded cells on this EXCEL spreadsheet calculate automatically.

Sections below numbered 1 - 8 are for reporting DCR Grant Fund Expenditures.

This form covers the reporting period beginning:

ending:

1. PERSONNEL (Grantee Staff Salaries or Wages)

Individual	Position	Hourly Rate	Hours	Total
				\$ -
				\$ -
				\$ -
				\$ -
Personnel Subtotal				\$ -

2. BENEFITS

	\$ -
	\$ -
	\$ -
Benefits Subtotal	\$ -

3. TRAVEL

Mileage		miles @		per mile	=	\$ -
Meals					=	\$ -
Lodging		nights @		per night	=	\$ -
Travel Subtotal						\$ -

4. EQUIPMENT (Over \$5,000) - Identify equipment type/name and vendor

	\$ -
	\$ -
Equipment Subtotal	\$ -

5. SUPPLIES - Identify vendor and describe supplies purchased

	\$ -
	\$ -
	\$ -
	\$ -
Supplies Subtotal	\$ -

6. CONTRACTUAL

(Non-construction-contractors - e.g. consultants, contractual printing, ect.)

Design and survey ---	=	\$ -
Water sample analyses ---	=	\$ -
Permitting costs ---	=	\$ -
Other	=	\$ -
Contractual Subtotal	\$ -	

7. CONSTRUCTION (Contractors and materials)					
Construction Personnel					
Individual	Position	Hourly Rate	Hours	Total	
				\$	-
				\$	-
				\$	-
				\$	-
Materials (i.e. rock fill, pipes, geotextiles, valves and fittings, water-level control structures, trees, plants, etc.) - Identify supplies/vendor, items, and quantity.					
				\$	-
				\$	-
				\$	-
				\$	-
Other Construction Activities					
Grubbing / clearing			=	\$	-
Mobilization / demobilization			=	\$	-
Revegetation			=	\$	-
Excavation and earthfill			=	\$	-
Other			=	\$	-
Construction Subtotal				\$	-
8. OTHER DIRECT - Describe expenses and service provider or vendor					
				\$	-
				\$	-
				\$	-
				\$	-
Other Direct Subtotal				\$	-
DCR GRANT EXPENDITURE TOTAL				\$	-
IN-KIND / MATCH CONTRIBUTION - Identify source and describe match					
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
GRANTEE IN-KIND / MATCH TOTAL				\$	-

Match Tracking Form - EXCEL
 Personnel / Volunteer Time & Financial Contributions
 (Use of this form is Optional)

DCR Grant Agreement Number: _____

Tracking Form Page #: _____

Grantee Name: _____

Date	Contributing Organization	Name of Person	Activity	Non-Personnel Dollars Match	Hours Matched	Hourly Rate	Total Value
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTAL				\$ -	0	0	0

LETTERHEAD
Letter of Commitment for Match Funds - Template

DATE: (Insert Date)

TO: Department of Conservation and Recreation

FROM: (Insert name of person authorized to commit time and effort.)

RE: Commitment of matching funds

(Insert name of contributing organization / company) is pleased to support (insert name of project sponsor) in their efforts to implement the grant project, (insert title of project).

As a partner in this endeavor we commit to providing the following resources and services toward the project as match for a grant from the Department of Conservation and Recreation:

- (Insert bulleted list describing the cash and/or in-kind services provided as match, the source of the match, and the value associated with the match commitment.)
- Cash Contribution –
- Technical Support –
- Construction Funding –
- Equipment Rental –

The above items have a total matching contribution of \$ (insert total).

Sincerely,

(Insert name)

(Insert title)

BID SOLICITATION FORM

(Use of this form is Optional.)

DCR Grant Number:		Date Needed:		
Project Sponsor:		Quotes Solicited By:		
Description of Goods or Service to be Provided: <i>Below, provide a description of the goods or services to be provided or attach a copy of the specifications used with the bid solicitation.</i>				
VENDOR DETAILS	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Date Contacted				
Vendor's FIN or SSN				
Vendor's Name				
Vendor Address				
Contact Person				
Phone Number				
Email Address				
FACTORS/BID INFO:	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Labor Costs	\$	\$	\$	\$
Materials Costs	\$	\$	\$	\$
Total Bid Price	\$	\$	\$	\$
Payment Terms				
Performance Period				
Other Information				
Comments: <i>(Use if unable to obtain four bids or to justify not using low bidder.)</i>				

Employee Time Sheet Tracking Form (Excel)

Organization: _____

Tracking Form Page #: _____

Employee Name: _____

PAY PERIOD: _____

DATE	DESCRIPTION OF ACTIVITY: General summary of work performed by subject area	Hours attributed to funding source			Total Number of Hours
		Funding Source 1: # 319-2006-15-PT	Funding Source 2: # BAY-2005-05-PT	Funding Source 3: State Funds	
WAGE EMPLOYEES. TOTAL HOURS ----> <i>Use this figure for wage employees. Multiply hours by employee hourly pay to calculate charges for each funding source.</i>					
SALARY EMPLOYEES. \$ TIME SPENT ----> <i>This percent is used for salaried employees. Total must be 100%.</i>					

Signature of Employee : _____

Signature of Supervisor: _____

[Please contact your DCR Project Manager for a copy of this blank form.]

Personnel Activity Report For Professional Employees PAR Report

The Personnel Activity Report (PAR) represents an after-the-fact certification of an individual's actual effort. Employees that are pay rolled from or cost-shared to federally sponsored projects (and paid out of multiple funding sources) are required to complete a PAR.

For more information about Personnel Activity Reports, please consult OMB Circular A-122, Attachment B, Section 6 ("Cost Principles for Non-Profit Organizations")

PERSONNEL ACTIVITY REPORT

PROFESSIONAL EMPLOYEE

Name of Organization: _____

Employee's Name: _____

Pay period ⁽¹⁾: Week Starting: 12/26/2010

Week Ending: 01/09/2011

	<u>Distribution of Time</u>	<u>Supervisor's Signature</u> ⁽²⁾
Project A (Grant Contract # xxxxxxxxx)	30%	_____
Project B (Grant Contract # xxxxxxxxx)	50%	_____
Project C (Grant Contract # xxxxxxxxx)	10%	_____
Administration	<u>10%</u>	_____
Total	100%	

This is an after-the-fact determination of my actual activity for the above pay period.

Employee's Signature: _____

Date: _____

⁽¹⁾ Reports must be prepared at least monthly and must coincide with one or more pay periods

⁽²⁾ Supervisory official having first hand knowledge of the activity performed by the employee.

Appendix III – Procurement

❖ III-1 Grantee Procurement Guidelines

GRANTEE PROCUREMENT GUIDELINES

I. GENERAL INFORMATION

This document provides guidelines to be followed by Project Sponsors for purchases made with grant funding from the Department of Conservation and Recreation. The guidelines are organized by purchases of goods and nonprofessional services, purchases of professional services, Virginia Public Procurement Act exemptions, and references.

Public purchasing embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws. The intent of the Virginia General Assembly is set forth in the *Virginia Public Procurement Act [VPPA], Title 2.2, Chapter 43 of the Code of Virginia* (<http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+TOC020200000430000000000000>)

The VPA ensures that “*public bodies in the commonwealth obtain high quality goods and services at a reasonable cost, that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business and that no offeror be arbitrarily or capriciously excluded, it is the intent of the General Assembly that competition be sought to maximum feasible degree, that procurement procedures involve openness and administrative efficiency, that individual public bodies enjoy broad flexibility in fashioning details of such competition, and that specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor*” [*Excerpted content from the VPPA.*]

Any public body whose governing body has adopted alternative procurement policies to meet the VPPA requirements may follow their own established guidelines, assuming they provide for the provisions identified in the VPPA.

According to the VPPA, all public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation as required by the VPPA, unless otherwise authorized by law.

These procurement guidelines make the distinction between procurement of professional and non-professional goods or services.

- **Professional Services:** “Professional Services” means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering. “Professional services” shall also include the services of an economist procured by the State Corporation Commission. Professional services are typically provided by an Architectural / Engineering Firm (A/E) for capital outlay projects and for building planning, construction and renovation projects. Land surveyors, geotechnical engineers, soils engineers, or any service requiring the use of a licensed architect, engineer, or surveyor are by state law considered to be and shall be procured as Professional Services.
- **Non-professional Services:** “Nonprofessional services” means any services not specifically identified as professional services in the definition of professional services.

Summary:

- **Small purchases procurements:** Non-professional services from \$5,000 - \$50,000, require the written solicitation of a minimum of four bidders. For professional services under \$30,000, require a minimum of three oral (phone) bids.
- **Competitive sealed bidding** or **competitive negotiation** is required for goods and services, other than professional services estimated to be over \$50,000; and may be used for lesser amounts.
- **Sole Source for non-professional services:** Upon a determination in writing that there is only **one source** practicably available for none-professional services to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiations. [Requires DCR approval.]
- Professional services above \$30,000 must be procured by **competitive negotiation**.

Note: Please note that recipients of grant funds may utilize the eVA system for issuing its procurements. eVA is a web-based purchasing system used by Virginia government. State agencies, colleges, universities and many local governments use eVA to announce bid opportunities, invite bidders, receive quotes, and place orders for goods and services. eVA is open to local governments and other public bodies—cities, towns, counties, community service boards, authorities, public schools and others. These entities may lack the resources to invest in expensive internet-based purchasing systems. But with eVA, small public sector purchasing shops can still leverage the power of the internet to modernize internal operations and improve service delivery for their citizens. eVA lets public sector buyers take advantage of the scale and efficiency of a major technology solution, without buying software. No costly upgrades. Free training and support from the eVA professionals. This service is offered at the following website: <http://www.eva.virginia.gov/learn-about-eva/learn-about-eva.htm>

II. GOODS AND NONPROFESSIONAL SERVICES

Virginia procurement guidelines emphasize the use of competition to the maximum feasible degree. The use of sole source procurements must be limited to instances where it can be demonstrated that only one source is practicably available. Acceptable procurement methods and the associated *VPPA* thresholds and requirements to be followed for the purchase of goods and nonprofessional services with grant funding from the DCR are identified in this section. Definitions for goods and nonprofessional services are below. The nonprofessional services definition is provided as it pertains to building planning, construction and renovation projects.

- **Goods:** All material, equipment, supplications, printing, and automated data processing hardware and software.
- **Nonprofessional Services:** Cost consultants, soils testing, concrete testing, project management, project administration, and other services that may be performed by either licensed or non-licensed architects, engineers or others are considered to be Nonprofessional Services. [*Virginia Construction & Professional Services Manual.*]

A. Small Purchase Procurements (Not to Exceed \$50,000)

Small purchase procedures for single or term contracts for goods and services other than professions services not expected to exceed \$50,000 shall provide for competition wherever practicable. Small purchase procedures that are expected to exceed \$5,000 require the written informal solicitation of a minimum of four bids or offers.

- Under \$5,000 – Follow procedures established by the public body. Solicitation of a minimum of four bidders is recommended.
- Over \$5,000 to \$50,000 – *VPPA* requires the written informal solicitation of a minimum of four bidders. See example bid solicitation form.

B. Competitive Sealed Bidding (Over \$50,000; And As Preferred)

Competitive bidding is the preferred method for acquiring goods and nonprofessional services for public use when the estimated cost is over \$50,000. If a competitive bidding is not practicable or fiscally advantageous then competitive negotiation may be used. Purchases under \$50,000 may select to use this method as preferred. Competitive Sealed Bidding, must use the following procedures:

- Issue a written Invitation for Bid (IFB) containing or incorporating by reference the specifications, contractual terms and conditions, and any requisite qualifications.
- Posting of public notice for at least 10 workdays in designated area, or publication in a newspaper of general circulation, or both.
- Public opening and announcement of all bids received.
- Evaluate all bids based upon requirements set forth in the IFB.
- Award to the lowest responsive and responsible bidder.

C. Competitive Negotiation (over \$50,000)

Competitive negotiation is defined in the Virginia Law in the *Virginia Public Procurement Act* and is used to select contractors for non-professional services expected to be greater than \$50,000, and for smaller amounts as desired. An important aspect of competitive negotiation is that the Project Sponsor uses a qualification, suitability, and capability based selection process. Factors used in the selection process may include technical expertise, previous experience, adequate staffing, and location of the firm. The selection process is then followed by competitive fee negotiations with the selected offeror. The competitive negotiation method includes:

- Issue a written Request for Proposals (RFP) that contains the specifications, contractual terms and conditions of the procurement, and factors to be used in evaluating proposals. The RFP must include a statement of any requisite qualifications of potential contractors.
- Public notice of the RFP for at least 10 workdays in an area normally used for public notices, and publication in a newspaper of general circulation for the area of the project.
- Receive, evaluate, and rank the respondents based on criteria listed in the RFP.
- Selection shall be made of two or more of the top ranked respondents who are deemed fully qualified, responsible, and suitable among those submitting proposals, on the basis of the factors involved in the Request for Proposals. Price shall be considered but need not be the sole determining factor.
- After negotiations have been conducted with each respondent, the public body shall select the respondent(s) which, in its opinion, has made the best proposal and shall award the contract(s) to that respondent(s). When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one respondent.

D. Sole Source (over \$50,000)

The use of **sole source** procurement must be limited to instance where it can be demonstrated that only one source is practicably available. Competition is not available in a sole source situation. Sole source procurements require written approval from DCR before work can begin. DCR will consider approval of contractor selection based on a previously conducted solicitation or other procedures used as is appropriate and as it directly pertains to the grant-funded project. For sole source approvals, the Project Sponsor must provide a written request to the DCR Project Manager, documenting the determination that there is only one source practicably available. The sole source approval request must address the following four points:

- Explain why this is the only product or service that can meet the needs of the Project Sponsor?
- Explain why this vendor is the only practicably available source from which to obtain this product or service?
- Explain why the price is considered reasonable?
- Describe the efforts that were made to get the best possible price?

III. PROFESSIONAL SERVICES

The *Virginia Public Procurement Act* sets forth the general parameters for the procurement of professional services. Further definition of the requirements for procurement of professional services is provided in the *Commonwealth of Virginia: Construction & Professional Services Manual – 2004, Chapter 4: Procurement Procedures for Professional Services*.

“Professional Services” means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering. “Professional services” shall also include the services of an economist procured by the State Corporation Commission.

The policy of the Commonwealth is to contract with a single entity in acquiring the full range of disciplines necessary to provide the services identified for the project. Once an Architectural / Engineering Firm (A/E) is selected they generally continue to work on the projects even if there are change requests, up to a cap amount. Two state procurement method options are provided in this section for which professional services to be performed under DCR grant projects are to be solicited. The following definition is used for the types of professional services typically required for capital outlay projects and for building planning, construction and renovation projects.

A. Small Purchase Professional Service (Less Than \$30,000)

The Project Sponsor should follow purchase procedures for professional services as established by the public body. Provide for competition wherever practicable. A recommended approach for contracts less than \$30,000 is outlined below based on the *Construction & Services Manual*.

- Conduct telephone or personal interviews with representatives from three Architectural / Engineering Firms to determine current personnel qualifications, location relative to the work, expertise, workload, capability to meet the proposed schedule, past performance on similar projects and ability to provide the services within budgeted costs.
- Rank order A/Es or other contractors and negotiate fee for service. Final selection is a judgment call based on the services the firm says they can provide for the given amount. If total fee will be less than \$5,000, it is only necessary to call one qualified A/E.

B. Competitive Negotiation (Professional Services Over \$30,000)

Competitive negotiation is defined in the Virginia Law in the *Virginia Public Procurement Act* and is used to select contractors for professional services expected to be greater than \$30,000, and for smaller amounts as desired. An important aspect of competitive negotiation is that the Project Sponsor uses a qualification, suitability, and capability based selection process. Factors used in the selection process may include technical expertise, previous experience, adequate staffing, and location of the firm. The selection process is then followed by competitive fee negotiations with the selected offeror. The competitive negotiation method includes:

- Issue a written Request for Proposals (RFP) that contains the specifications, contractual terms and conditions of the procurement, and factors to be used in evaluating proposals. The RFP must include a statement of any requisite qualifications of potential contractors.
- Public notice of the RFP for at least 10 workdays in an area normally used for public notices, and publication in a newspaper of general circulation for the area of the project.
- Receive, evaluate, and rank the respondents based on criteria listed in the RFP.
- Interview two or more of the top ranked respondents who are deemed fully qualified, responsible, and suitable to provide the services. These negotiations are intended to elaborate on their qualifications, performance data, expertise, or alternative concepts. Price shall be considered but need not be the sole determining factor.
- Negotiate fee with the Architectural / Engineering Firm ranked first as to overall suitability and qualifications. If you cannot reach agreement on a fee amount, formally terminate the negotiation in writing, and proceed to the A/E ranked second, third, etc.

IV. VPPA EXEMPTION

The provisions of the *VPPA* do not apply to a number of entities under particular circumstances. Reference Article 3 of the *VPPA* for the full listing.

- Nonprofit organizations: Procurement of any construction or planning and design services for construction by a Virginia nonprofit corporation or organization not otherwise specifically exempted when (i) the planning, design or construction is funded by state appropriations of \$10,000 or less or (ii) the Virginia nonprofit corporation or organization is obligated to conform to procurement procedures that are established by federal statutes or regulations, whether those federal procedures are in conformance with the provisions of this chapter [*VPPA*].
- City/county/town/school: Any county, city or town, school division whose governing body has adopted, by ordinance, resolution, policy or regulation, alternative policies and procedures which are (i) based on competitive principles and (ii) generally applicable to procurement of goods and services by such governing body and its agencies. This exemption shall be applicable only so long as such policies and procedures..., remain in effect in such county, city or town.”

V. REFERENCES

- *Virginia Public Procurement Act*. Defined by statute in the Code of Virginia. <http://www.eva.state.va.us/dps/Manuals/docs/vppa.htm>
- *Virginia Agency Procurement and Surplus Property Manual*. Published by the Virginia Department of General Services, Division of Purchases and Supply. <http://dps.dgs.virginia.gov/dps/Manuals/manuals-bottom.htm>
- *Virginia Construction & Professional Services Manual (2004)*. Published by the Virginia Bureau of Capital Outlay Management. Chapter 4 – Procurement Procedures for Professional Services. http://bcom.dgs.virginia.gov/RDetailPg.aspx?I_PAGE_ID=4

DCR GRANT BID SOLICITATION SHEET

DCR Grant Number:		Date Needed:		
Project Sponsor:		Quotes Solicited By:		
Description of Goods or Service to be Provided: <i>Below, provide a description of the goods or services to be provided or attach a copy of the specifications used with the bid solicitation.</i>				
VENDOR DETAILS	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Date Contacted				
Vendor's FIN or SSN				
Vendor's Name				
Vendor Address				
Contact Person				
Phone Number				
Email Address				
FACTORS/BID INFO:	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Labor Costs	\$	\$	\$	\$
Materials Costs	\$	\$	\$	\$
Total Bid Price	\$	\$	\$	\$
Payment Terms				
Performance Period				
Other Information				
Comments: <i>(Use if unable to obtain four bids or to justify not using low bidder.)</i>				

Appendix IV – Accounting for Advance Payments for TMDL Implementation

- ❖ IV-1 Accounting for 319 TMDL Project Advance Payments and Cost-Share Requests

Accounting for 319 TMDL Project Advance Payments and Cost-Share Requests

Advances allow an entity to receive cash up-front based on anticipated future expenses to allow them to pay for some grant activities if the organization does not have enough working capital to wait for reimbursement. Advances work similarly to a bank account; an organization requests and receives an advance and places it into an account to be spent (or ‘drawn down’) during the ensuing quarter to pay for expenses before it gets reimbursed. At the end of a quarter the organization submits an Attachment B asking for reimbursement based on its quarterly expenses. The reimbursement will replace the funds drawn from the advance so that the organization will have a ‘full account’ at the next quarter.

Generally DCR only allows working capital advances when a Grantee has demonstrated the need for a one time, one-quarter advance payment that is typically for personnel costs associated with the grant (salary and fringe). TMDL 319 grants contain Technical Assistance elements (salary, fringe, travel, supplies, other direct, construction and contractual) in addition to Cost-Share elements. Of these categories Districts are eligible for an advance of up to the equivalent of one calendar quarter of the salary and fringe expenses. This will be known as an ‘Advance-TA’ in the Attachment B. After the advance has been provided, the Grantee will provide a quarterly Attachment B for actual TA expenditures for other goods or services incurred. Districts must follow a process for accounting for advance payments.

An exception to this rule is the distribution of a Cost-Share advance to Districts for TMDL Implementation projects for BMP installation. Starting in 2009 all TMDL 319 cost-share will be tracked and distributed through the Attachment B – Financial Form along with all TA expenses. DCR allows for the distribution of cost-share funds in advance as long as the Districts follow procedures for accounting for these funds. Advance can be considered equivalent to an initial ‘distribution’ of cost-share funds. The amount of cost-share is estimated by what is anticipated to be spent out in one quarter’s time. These funds will be known as ‘Contractual- C/S’ on the Attachment B. Sometimes there is a need to further break down these funds into either Federal or State Funds or sometimes Agricultural or Residential. Hence there maybe a ‘Contractual – C/S WQIF Ag’ or “Contractual – C/S – Fed Res’

A Grantee must make a written request for a project advance to their DCR Project Manager. The request must include an explanation of the need for the advance. The DCR Grant Manager will either approve or disapprove the project advance in consultation with the Project Manager. If approved, the Grant Manager will provide a revised Project Financial Report Form (Attachment B) including a line for “Project Advance” to the DCR Project Manager.

Similar to the TA budget categories, the Districts will now need to record its quarterly expenses for contractual-CS payments on the Attachment B in order to get reimbursed for these expenses. Since the District will get reimbursed quarterly for its all its cost-share payments there shouldn’t be a need for additional ‘advances’ or ‘disbursements’ of cost-share through out the term of the grant.

OPTION FOR ‘MID-QUARTER COST-SHARE REIMBURSEMENT’ REQUESTS: Unlike regular state cost-share programs, the federal advance is not intended to provide all the cost-share funds a district needs for all the practices it has signed up and approved, at any one time. It is intended to provide enough ready cash-on-hand to pay for any practices that are completed and paid-out within one quarter’s time.

Sometimes a District may experience a higher then anticipated number of practices completed that need to be paid out, and the total may exceed the Advance (cash-on-hand). Districts can request a ‘mid-quarter cost-share reimbursement request’ for a shorter period of time (one month), and then request the remaining cost-share funds for the rest of the quarter with the regular quarter report. **See the example below, specifically in part D.**

EXAMPLE → Following is an example of how the advance payment would be accounted for throughout the grant cycle. This example uses a January – December 2009 grant time of performance.

The approved grant budget is for \$200,000. This includes \$40,000 for salary with a 25% fringe benefit rate of \$10,000. The approved budget for Residential (federal funds) cost-share is \$40,000 and for Agricultural (federal and/or State funds) Cost-share is \$100,000. **TA = \$60,000 (Salary and Fringe = \$50,000); Cost-Share = \$140,000.**

Grant Budget

DCR Funds (Federal)	Budget <i>(Do Not Change)</i>	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Personnel: salary	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Fringe: benefits	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Travel:mileage,training,etc	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Contractual- Cost-Share AG	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
Contractual- Cost-Share RES	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct: rent	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
*TOTAL	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00

Total Reimbursement Request: \$ -

- A) A District requests in writing to DCR for an advance of TA and cost-share and provides the justification. An **advance payment** is approved by DCR and a revised Attachment B is provided to the Grantee by the Grant Manager. **The Grantee returns a signed Attachment B on January 20, 2009, requesting an advance for salary, fringe and cost-share.**

Invoice: Advance Request

DCR Funds (Federal)	Budget <i>(Do Not Change)</i>	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Advance Payment - CS RES	\$ -	\$ 10,000.00	\$ 10,000.00	\$ (10,000.00)
Advance Payment - CS AG	\$ -	\$ 25,000.00	\$ 25,000.00	\$ (25,000.00)
Advance Payment - TA	\$ -	\$ 12,500.00	\$ 12,500.00	\$ (12,500.00)
Personnel: salary	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Fringe: benefits	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Travel:mileage,training,etc	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Contractual- Cost-Share AG	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
Contractual- Cost-Share RES	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct: rent	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
*TOTAL	\$ 200,000.00	\$ 47,500.00	\$ 47,500.00	\$ 152,500.00

Total Reimbursement Request: \$ 47,500.00

TA	\$ 12,500.00	(25% Salary and Fringe)
Res C/S	\$ 10,000.00	(25% Residential Cost-share)
Ag C/S	\$ 25,000.00	(25% Agricultural Cost-share)

B) During the first quarter the District ‘spends down’ the advance as the bills are received. At the end of the **first quarter** covering January – March 2009, the District would request from DCR actual TA and cost-share expenses for reimbursement. TA expenses are: \$8,000 personnel, \$2,000 fringe, \$500 travel, \$500 supplies and \$1,500 other direct. The District has cost-share reimbursements of \$25,000 in agricultural cost-share and \$5,000 of residential cost-share. The reimbursement replenishes the ‘advance’ and **the advance payment remains in the Grantee’s account to cover next quarter’s upcoming costs.**

Quarter 1 : January 1 - March 31, 2009

DCR Funds (Federal)	Budget <i>(Do Not Change)</i>	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Advance Payment - CS RES	\$ -		\$ 10,000.00	\$ (10,000.00)
Advance Payment - CS AG	\$ -		\$ 25,000.00	\$ (25,000.00)
Advance Payment - TA	\$ -		\$ 12,500.00	\$ (12,500.00)
Personnel: salary	\$ 40,000.00	\$ 8,000.00	\$ 8,000.00	\$ 32,000.00
Fringe: benefits	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00
Travel: mileage, training, etc	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 1,500.00
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 2,500.00
Contractual- Cost-Share AG	\$ 100,000.00	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00
Contractual- Cost-Share RES	\$ 40,000.00	\$ 5,000.00	\$ 5,000.00	\$ 35,000.00
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct: rent	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00
*TOTAL	\$ 200,000.00	\$ 43,000.00	\$ 90,500.00	\$ 109,500.00

Total Reimbursement Request:	\$ 43,000.00
TA	\$ 13,000.00
Res C/S	\$ 5,000.00
Ag C/S	\$ 25,000.00

C) In the **second quarter** covering April – June 2009, actual TA and cost-share expenses are requested for reimbursement: TA expenses are: \$8,000 personnel, \$2,000 fringe, \$500 travel, \$500 supplies and \$1,500 other direct; cost-share (BMP) expenses are \$35,000 (\$25,000 Agriculture and \$10,000 Residential). **The advance payment remains in the Grantee’s account to cover upcoming personnel costs.**

Quarter 2 : April 1 - June 30, 2009

DCR Funds (Federal)	Budget <i>(Do Not Change)</i>	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Advance Payment - CS RES	\$ -		\$ 10,000.00	\$ (10,000.00)
Advance Payment - CS AG	\$ -		\$ 25,000.00	\$ (25,000.00)
Advance Payment - TA	\$ -		\$ 12,500.00	\$ (12,500.00)
Personnel: salary	\$ 40,000.00	\$ 10,000.00	\$ 18,000.00	\$ 22,000.00
Fringe: benefits	\$ 10,000.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
Travel:mileage,training,etc	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00
Contractual- Cost-Share AG	\$ 100,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
Contractual- Cost-Share RES	\$ 40,000.00	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct: rent	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00
*TOTAL	\$ 200,000.00	\$ 50,000.00	\$ 140,500.00	\$ 59,500.00

Total Reimbursement Request:	\$ 50,000.00
TA	\$ 15,000.00
Res C/S	\$ 10,000.00
Ag C/S	\$ 25,000.00

Mid-quarter cost-share reimbursement, optional: In those quarters where expenditures are greater than expected and it is expected that by the end of the quarter the District will pay out more than their original advance the District can request a “Mid-quarter cost-share advance” from DCR. Please follow guidance in D. If not needed go right to E and follow procedures for the 3rd quarter.

D) During the **third quarter**, from July 1 – August 15, 2009, the actual cost-share expenses are requested in the form of a ‘Mid-quarter reimbursement’ – these expenses are: cost-share (BMP) expenses for residential work (\$10,000). The advance payment remains in the Grantee’s account to cover upcoming costs.

Quarter 3 : July 1 - August 15, 2009 - Mid quarter cost-share reimbursement

DCR Funds (Federal)	Budget <i>(Do Not Change)</i>	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Advance Payment - CS RES	\$ -		\$ 10,000.00	\$ (10,000.00)
Advance Payment - CS AG	\$ -		\$ 25,000.00	\$ (25,000.00)
Advance Payment - TA	\$ -		\$ 12,500.00	\$ (12,500.00)
Personnel: salary	\$ 40,000.00		\$ 18,000.00	\$ 22,000.00
Fringe: benefits	\$ 10,000.00		\$ 5,000.00	\$ 5,000.00
Travel:mileage,training,etc	\$ 2,000.00		\$ 1,000.00	\$ 1,000.00
Equipment	\$ -		\$ -	\$ -
Supplies	\$ 3,000.00		\$ 1,000.00	\$ 2,000.00
Contractual- Cost-Share AG	\$ 100,000.00		\$ 50,000.00	\$ 50,000.00
Contractual- Cost-Share RES	\$ 40,000.00	\$ 10,000.00	\$ 25,000.00	\$ 15,000.00
Construction	\$ -		\$ -	\$ -
Other Direct: rent	\$ 5,000.00		\$ 3,000.00	\$ 2,000.00
*TOTAL	\$ 200,000.00	\$ 10,000.00	\$ 150,500.00	\$ 49,500.00

Total Reimbursement Request:	\$ 10,000.00
TA	\$ -
Res C/S	\$ 10,000.00
Ag C/S	\$ -

In this case the District anticipates spending more then their \$10,000 advance by the end of the quarter. They request a Mid-quarter reimbursement from July 1-August 15 for their truce CS expenses at that point.

E) In the **third quarter** covering July – September 2009, actual TA and cost-share expenses are requested for reimbursement: TA expenses are: \$8,000 personnel, \$2,000 fringe, \$500 travel, \$500 supplies and \$1,500 other direct; Cost-share (BMP) expenses are \$30,000 (\$25,000 Agriculture and \$5,000 Residential). **The**

advance payment remains in the Grantee's account to cover upcoming costs, assuming the cumulative expenditures, which still includes the advance payment, does not exceed the total project budget. DCR cannot disburse more cost-share funds than budgeted (e.g. cost-share advance and cost-share expenses together can not equal more than cost-share budget). If not a portion of the advance must be subtracted (see E or F below).

Quarter 3 : July 1 - September 30, 2009

DCR Funds (Federal)	Budget <i>(Do Not Change)</i>	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Advance Payment - CS RES	\$ -		\$ 10,000.00	\$ (10,000.00)
Advance Payment - CS AG	\$ -		\$ 25,000.00	\$ (25,000.00)
Advance Payment - TA	\$ -		\$ 12,500.00	\$ (12,500.00)
Personnel: salary	\$ 40,000.00	\$ 10,000.00	\$ 28,000.00	\$ 12,000.00
Fringe: benefits	\$ 10,000.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00
Travel: mileage, training, etc	\$ 2,000.00	\$ 500.00	\$ 1,500.00	\$ 500.00
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
Contractual- Cost-Share AG	\$ 100,000.00	\$ 25,000.00	\$ 75,000.00	\$ 25,000.00
Contractual- Cost-Share RES	\$ 40,000.00	\$ 5,000.00	\$ 30,000.00	\$ 10,000.00
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct: rent	\$ 5,000.00	\$ 1,500.00	\$ 4,500.00	\$ 500.00
*TOTAL	\$ 200,000.00	\$ 45,000.00	\$ 195,500.00	\$ 4,500.00

Total Reimbursement Request:	\$ 45,000.00
TA	\$ 15,000.00
Res C/S	\$ 5,000.00
Ag C/S	\$ 25,000.00

At the end of the quarter the District requests full reimbursement for TA, and reimbursement for CS that wasn't reimbursed from the mid-quarter reimbursement.

F) Scenario 1: Advance payment less than Quarter 4 expenses. In the **fourth quarter** covering October – December 2009, actual TA expenses are: \$10,000 personnel, \$2,500 fringe, \$500 travel, \$500 supplies and \$500 Other Direct. The cost-share expenses are \$35,000 (\$25,000 Agriculture and \$10,000 Residential); and **the Advance Payment must be subtracted out.** The final quarterly reimbursement would be for \$1,500. This would leave an Unexpended Project Balance of \$3,000.

Quarter 4 : October 1 - December 31, 2009

SCENARIO 1

DCR Funds (Federal)	Budget <i>(Do Not Change)</i>	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Advance Payment - CS RES	\$ -	\$ (10,000.00)	\$ -	\$ -
Advance Payment - CS AG	\$ -	\$ (25,000.00)	\$ -	\$ -
Advance Payment - TA	\$ -	\$ (12,500.00)	\$ -	\$ -
Personnel: salary	\$ 40,000.00	\$ 10,000.00	\$ 38,000.00	\$ 2,000.00
Fringe: benefits	\$ 10,000.00	\$ 2,500.00	\$ 10,000.00	\$ -
Travel: mileage, training, etc	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00
Contractual- Cost-Share AG	\$ 100,000.00	\$ 25,000.00	\$ 100,000.00	\$ -
Contractual- Cost-Share RES	\$ 40,000.00	\$ 10,000.00	\$ 40,000.00	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct: rent	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ -
*TOTAL	\$ 200,000.00	\$ 1,500.00	\$ 197,000.00	\$ 3,000.00

Total Reimbursement Request:	\$ 1,500.00
TA	\$ 1,500.00
Res C/S	\$ -
Ag C/S	\$ -

In this case the District had a last quarter's expenditures of \$49,000. After subtracting the \$47,500 advance payment received the district would have a balance of \$1,500. The District would request this reimbursement and end the grant with a balance of \$3,000 unspent.

G) **Scenario 2: Advance payment more than Quarter 4 expenses.** In the **fourth quarter** covering October – December 2009, actual TA expenses are: \$10,000 personnel, \$2,500 fringe, \$500 travel, \$500 supplies and \$500 Other Direct. The cost-share expenses are \$30,000 (\$20,000 Agriculture and \$10,000 Residential); and **the Advance Payment must be subtracted out.** The quarterly expenses are less than the advance payment and the District would return \$3,500 overpayment instead of getting a reimbursement. The grant would actually end with a \$8,000 balance.

Quarter 4 : October 1 - December 31, 2009	SCENARIO 2			
DCR Funds (Federal)	Budget <i>(Do Not Change)</i>	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Advance Payment - CS RES	\$ -	\$ (10,000.00)	\$ -	\$ -
Advance Payment - CS AG	\$ -	\$ (25,000.00)	\$ -	\$ -
Advance Payment - TA	\$ -	\$ (12,500.00)	\$ -	\$ -
Personnel: salary	\$ 40,000.00	\$ 10,000.00	\$ 38,000.00	\$ 2,000.00
Fringe: benefits	\$ 10,000.00	\$ 2,500.00	\$ 10,000.00	\$ -
Travel: mileage, training, etc	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00
Contractual- Cost-Share AG	\$ 100,000.00	\$ 20,000.00	\$ 95,000.00	\$ 5,000.00
Contractual- Cost-Share RES	\$ 40,000.00	\$ 10,000.00	\$ 40,000.00	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct: rent	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ -
*TOTAL	\$ 200,000.00	\$ (3,500.00)	\$ 192,000.00	\$ 8,000.00
Total Reimbursement Request:		\$ (3,500.00)	In this case the last quarter's expenses (\$44,000) were not enough to offset the Advance Payment. The District would have to send a Check to DCR for the amount of \$3,500 to account for the overpayment. Grant would close with a balance of \$8,000.	
TA		\$ 1,500.00		
Res C/S		\$ -		
Ag C/S		\$ (5,000.00)		

The grant project is now closed!

Appendix V – Guidelines for Administering a Residential Septic Program with Grant Funds

- ❖ V-1 Introduction to Residential Septic Program Funding
- ❖ V-2 Program Design and Guidelines – Grant Assistance Program for Residential On-Site Sewage Disposal Systems

V-1 Introduction to Administering a Residential Program with Grant Funds

Introduction:

As outlined in Section C of this manual, BMPs to be funded by DCR grants that include residential septic practices, should follow the requirements similar to those included the TMDL supplement in the most recent version of the Virginia Agricultural Cost Share (VACS) BMP Manual (cost share manual). The cost-share manual is updated July of every year and is accessible from the DCR website, <http://www.dcr.virginia.gov/sw/costshar.htm>. The TMDL supplement contains guidance in administering a residential septic program, including funding caps and practice specifications.

Any project requesting funds from DCR for residential septic practices must follow these rules and specifications and can not exceed the caps for each practice, which include: septic tank pump-outs (RB-1), connection to public sewer (RB-2), repair (RB-3) and/or replacement (RB-4) of failing on-site sewage disposal systems, elimination of straight pipes, and installation of alternative waste treatment systems (RB-5).

To make things easier we lifted the design and guidance section for BMPS from the TMDL manual and made this appendix, “Appendix V - Guidelines for Administering a Residential Septic Program with Grant Funds”. This provides guidance for entities (that are not districts or that are not run through the TMDL program) implementing residential septic BMPs using grant funds. V-2 “Program Design and Guidelines for Grant Funded Residential Program for On-Site Sewage Disposal Systems” contains the guidance from the cost-share manual current as of 4/1/2011. As the guidance may fluctuate year-to-year, especially in relation to funding caps and practice specifications, reference the TMDL supplement of the cost-share manual to get the most accurate information.

V-2 Program Design and Guidelines for Grant Funded Residential Program for On-Site Sewage Disposal Systems

Overview

The Program Design and Guidelines for the Virginia TMDL Cost-Share Assistance Program for On-Site Sewage Disposal Systems, administered by the Department of Conservation and Recreation, will outline the application and review process; selection criteria, and administrative procedures for providing cost-share assistance to property owners.

This program will address septic tank pump-outs, connection to public sewer, repair and or replacement of failing on-site sewage disposal systems, elimination of straight pipes, and the installation of alternative waste treatment systems.

Other Uses

Please note that DCR also administers a Request for Proposals (RFP) utilizing state Water Quality Improvement Funds (WQIF). Any WQIF RFP funds awarded to any entity (district, planning district commission, locality, etc.) for residential septic projects must follow these Program Design and Guidelines and all associated residential practice specifications in order to receive WQIF RFP grant funds.

Targeting Participation

Geographical Area of Program: The program will be available to homeowners of property located in the **(list impaired watersheds or in grant agreement)** in **(County or Counties)**, Virginia.

Solicitation of Participants: Cost-share applications will be sought through the following means:

1. Health Department Referrals – The Virginia Department of Health, through the local Health Department, issues Notices of Violations (NOV) to property owners whose on-site systems are in violation of health and environmental regulations. Property owners under NOV may contact the **(Grantee,)** for application.
2. Referrals from Local Governments, Other Agencies – Homeowners often contact the locality when they have a malfunctioning on-site system. Localities and other local, state, and federal agencies serving the area will be notified of the Program and will be able to refer clients to the Program.
3. Educational Activities – News releases, fliers at public locations, mailings to watershed property owners, workshops, public meetings, etc.

Income Guidelines: All Program participants are eligible to receive a minimum of 50% cost-share. An increased assistance rate up to 75% will be available based on the household income of the property owner(s) for connection to public sewer and the repair/replacement of a failing on-site sewage disposal systems, and installation of alternative waste treatment systems. The cost share rate of 50% to 75% is applied to the total eligible cost and has a maximum payment amount (cap) based on the upper end of the practice reimbursable amount (see Table 1 below). The percentage of cost-share awarded per applicant will be based on the current median family income for the subject county, as published by the U.S. Department of Housing and Urban Development or US Census Data. Applicant's cost-share assistance rates will be based on the guidance below:

<u>Percent of Median Income</u>	<u>Percent of Cost-Share</u>
< 40%	75%
40 - 60%	70%
61 - 80%	60%
81 - 100%	50%

Scope of Work: The TMDL Cost-Share Assistance Program for On-Site Sewage Disposal Systems will consider any repair or replacement approved by the Virginia Department of Health, and not prohibited by any local ordinance to be suited for cost-share assistance under this Program for dwellings that are occupied. When an applicant agrees to carry out the on-site system repair or replacement, the applicant is responsible for maintaining the repair/replacement for the specified life span requirement.

Examples of on-site sewage disposal systems which may be funded under this program include septic tank – soil absorption, aerobic treatment units, low pressure distribution systems, drip distribution systems, sand filters, elevated sand mounds, constructed wetlands, peat filters, vault privies, incinerator toilets, and composting toilets. The following are general estimates of cost ranges for practices/systems that are eligible for cost-share:

Table 1. Practices/Systems that are eligible for cost-share.

<u>Systems</u>	<u>Cost</u>	<u>Cost-Share Caps</u>
Septic Tank Pumpout (RB-1)	\$150 - \$300	\$150, all participants
Connection to Sewer (RB-2)	\$2,000 - \$6,000	\$3,000 (50%) \$3,600 (60%) \$4,200 (70%) \$4,500 (75%)
Septic Tank System Repair (RB-3)	\$300 - \$4,000	\$3,000, all participants
Septic Tank System Installation/Replacement (RB-4)	\$3,000 - \$8,000	\$4,000 (50%) \$4,800 (60%) \$5,600 (70%) \$6,000 (75%)
(RB-4P) <u>Septic Tank System with Pump</u>	\$4,500 - \$9,000	\$4,500 (50%) \$5,400 (60%) \$6,300 (70%) \$6,750 (75%)
(RB-5) <u>Alternative Waste Treatment Systems*</u> , including: Aerobic Treatment Units, Low Pressure Distribution Systems, Drip Irrigation Distribution Systems, Sand Filters, Elevated Sand Mounds, Constructed Wetlands, Peat Filters, Vault Privies, Incinerator Toilets, Composting Toilets	\$1,500 - \$20,000	\$10,000 (50%) \$12,000 (60%) \$14,000 (70%) \$15,000 (75%)

*Alternative waste treatment systems are often needed for older homes that have a straight pipe or a failing septic tank system and there is not enough space with setback requirements or suitable soils for replacing with a septic tank system. Older homes often have antiquated plumbing that creates challenges in dealing with gray water discharges. Because of these factors, local programs are encouraged to work with the Virginia Department of Housing and Community Development and the Southeast Rural Community Assistance Project. Both have Indoor Plumbing and Rehabilitation Programs that offer grants/loans to homeowners to modernize plumbing and to replace straight pipes and failing on-site sewage disposal systems. DCR has communicated with both about the TMDL – Cost-Share Assistance Program for On-Site Sewage Disposal Systems and they are interested in working with low income homeowners that need assistance.

Cost-Share Application and Review

A. Application Guidelines:

1. Continuous Sign-Up – Applications will be accepted on a continual basis.
2. Income Eligibility – An applicant shall complete an Income Eligibility worksheet to determine income qualification for an increased cost-share rate. Applicants shall demonstrate income qualification based on local program guidance. This may include a requirement that the applicant must provide a copy of the most recent state or federal tax return.
3. Place and Time of Application – Applications will be available at the (**Grantee**) office at (**address**) between the hours of (**operating hours/days**).

B. Review Guidelines:

1. Staff Review – The (**Grantee**) staff will review each application for completeness. Staff will verify income eligibility. Staff will verify that the on-site disposal system is in need of deficiency correction through a repair permit or installation permit issued by the Department of Health or consultation with the local Health Department. A site visit should be made by Grantee staff.
2. Selection Committee– The (**Grantee**) will designate a committee to review, and approve the completed applications. The Committee will recommend the applicants to receive cost-share assistance to the (**Grantee**) Board of Directors for approval. The Committee shall consider the following in determining cost-share funding priorities:
 - a. Quantity of Residential Program control measures identified in the TMDL implementation plan;
 - b. Cost of correcting on-site deficiency;
 - c. Correction of on-site waste disposal deficiency, impact on water quality;
 - d. Repair permit issued by Department of Health;
 - e. Proximity of deficiency to impaired stream;
 - f. Local geological features on-site (e.g. karst, rock outcroppings, etc.),

- g. Method of correcting on-site deficiency – probability of successfully functioning system, including ease of maintenance.

* For WQIF RFP, DCR may waive the requirement for a Selection Committee as long as the Grantee has a written method for how and by whom the selection of projects will proceed and this is shared with DCR.

III. Administrative Procedures:

A. On-Site Sewage Disposal System Repair/Replacement Specifications –

The property owner shall obtain a Department of Health permit for repair and replacement of on-site system and any other permit as required for construction of the on-site system. The property owner shall obtain and comply with any engineering designs as required in the Department of Health permit.

B. Permits, Inspections and Sign-Off –

The Department of Health will issue the on-site sewage disposal system repair/replacement permit, and conduct the final inspection of the system. The *Virginia Residential TMDL BMP Cost-Share Request Form* must be signed and dated by the property owner(s) a Grantee representative; a Department of Health representative, and a professional engineer (when applicable) and attached to the .

Virginia BMP Incentives Programs Contract (or submitted with the Quarterly report and Attachment D for WQIF RFP recipients).

C. Variance Requests

The (**district**) staff can potentially provide more than the cap amount allowable by practice and the various cost-share assistance rates applied to RB-2, RB-4, RB-4P, and RB-5. Approval for those applicants eligible for more than 50% cost-share will be considered through a variance request process administered by DCR. All requests should be forwarded to the TMDL Implementation Program Manager. Only those applicants eligible for >50% cost-share will be considered for a variance to allow increased cost-share above the cap. WQIF RFP recipients are not eligible for a variance and must stay within the practice cap.

D. Assignment of Residential Cost-Share Funds

The Grantee can assign the cost-share payment for residential septic practices to a third party contractor/installer upon written request by the participant. An “Assignment of Residential Septic Practice (RB-1, 2, 3, 4, 4P, 5) Cost-Share Authorization” form must be filled out.