



WATER QUALITY IMPROVEMENT GRANT PROGRAM MANUAL

Updated April 2, 2018



Arizona Department of Environmental Quality Water Quality Improvement Grant Program Manual

Publication Number: OFR-14-02

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**Arizona Department of Environmental Quality
Water Quality Improvement Grant Program
Manual for Grant**

I. Funding Opportunity Description

A. Objective of Funding Opportunity Announcement

The Arizona Department of Environmental Quality (ADEQ) requests applications to fund projects that implement on-the-ground water quality improvements to reduce nonpoint source pollution.

The objective of the Request for Grant Applications (RFGA) is to invite watershed partnerships, land owners, state agencies, local governments, universities, and other entities to leverage their money and resources on projects and activities that will quantifiably reduce nonpoint source pollution in Arizona water bodies. Projects funded will be selected through a competitive process. Priorities for funding are described in Section II.B, *Eligible Projects*.

B. Total Project Funding

See the Request for Grant Applications for the specific amount available for the current grant cycle. The distribution of these funds from the U.S. Environmental Protection Agency (EPA) is provided pursuant to Section 319(h) of the Clean Water Act. ADEQ expects to make multiple awards to grantees. There is no restriction on the amount of funds that can be requested by or awarded to a single project, but all project costs must be commensurate with appropriate and measurable water quality benefits. Additional funding may become available during this cycle.

C. Program Description

C.1. Program Overview

The ADEQ Water Quality Improvement Grant (WQIG) Program and Watershed Preservation Grant (WPG) Program are reimbursement based grant programs which allocate money from EPA to interested parties for implementation of nonpoint source management and watershed protection. The distribution of grant funds from EPA is provided pursuant to Section 319(h) of the Clean Water Act and administered by the ADEQ Water Quality Division. ADEQ uses these federal funds to implement on-the-ground water quality improvement projects to control nonpoint source pollution.

Nonpoint source pollution is polluted runoff from many different sources and remains the nation's largest source of water quality problems. Nonpoint source pollution occurs when rainfall, snowmelt or irrigation runs over land or through the ground, picks up pollutants and deposits them into rivers, lakes and coastal waters or introduces them into ground water. Agriculture, forestry, grazing, septic systems, recreational boating, urban runoff, construction, physical changes to stream channels and habitat degradation are potential sources of nonpoint source pollution. Projects must focus on improving or protecting water quality within the state of Arizona.

Applicants are encouraged to review Arizona's 5-Year Nonpoint Source Management Plan by going to our website to become familiar with ADEQ's NPS program goals, objectives, and timeline. The [Nonpoint](#)

[Source Management Plan](http://www.azdeq.gov/5-year-nonpoint-source-management-plan) (<http://www.azdeq.gov/5-year-nonpoint-source-management-plan>) was developed by ADEQ and outlines the state's watershed management strategies to restore the designated uses to impaired water bodies.

ADEQ's 2012/2014 *Status of Ambient Surface Water Quality in Arizona – Arizona's Integrated 305(b) Assessment and 303(d) Listing Report* provides information about surface waters that are classified as "impaired" or "not attaining" and pollutants causing these impairments that may be useful in developing a grant proposal. These reports and the status of TMDL development can be downloaded at ADEQ's website: <http://azdeq.gov/environ/water/assessment/index.html>

Watershed plans have been developed by the Nonpoint Source Education for Municipal Officials (NEMO) for most of Arizona's 10 watershed planning areas. These plans provide information on water quality issues and mitigation methods that should be considered.

Sub-Watersheds have been identified in previous ADEQ grant cycles to develop Watershed-based Implementation Plans (WIPs). The highest priority projects for WQIG funds will be those that have been specifically identified in an ADEQ-funded WIP. These areas include:

1. [Oak Creek \(headwaters to Spring Creek and the Spring Creek drainage\)](#)
 - Impairment: *E. coli* bacteria.
2. [San Francisco River \(Blue River to Limestone Gulch\)/Blue River](#)
 - Impairment: *E. coli* bacteria.
3. [Granite Creek \(headwaters to Watson Lake\)](#)
 - Pollutants of concern: nutrients and *E. coli* bacteria.
4. [San Pedro River \(from Babocomari Creek to Dragoon Wash\)](#)
 - Impairment: *E. coli* bacteria.

Full WIP documents can be found online at <http://www.azdeq.gov/node/664>

Unless otherwise indicated, projects outside of these priority areas may be considered for funding IF they can demonstrate a high likelihood to quantifiably reduce nonpoint source pollution in an impaired water body and/or IF they fulfill other nonpoint source education and reduction priorities for the State.

C.2. Project Funding Limitations

The ADEQ WQIG and WPG are reimbursement based grants. All costs, including pay for grant-funded personnel, are covered by grant funding on a reimbursable basis. Proof of prepayment for all expenditures covered by the grant should be available for ADEQ review upon request.

Requested grant funding cannot exceed 60% of the total project costs. At least 40% of the total project costs must be met using non-federal match.

Salaries, overhead, or indirect costs for administrative services provided and charged against activities and programs carried out with the grant shall not exceed 10 percent of the grant award. Any remaining administrative costs must be covered by matching funds.

C.3. Award Instrument

WQIG and WPGs are awarded on a reimbursement basis. Reimbursements will be made to grantees pending the submission and approval of proper Request for Reimbursement forms and reporting documents as detailed in the final grant agreement.

C.4. Program Authority

ADEQ is offering this grant opportunity under the authority of A.R.S. Title 41, Chapter 24.

D. Grant Cycle Timeline

The Grant Cycle Timeline is available in the Water Quality Grants RFGA.

E. Funding Priorities

Funding Priorities for the grant cycle are available in the Water Quality Grants RFGA.

By entering into a grant agreement with the ADEQ Water Quality Grant Program, grantees must abide by the WQIG/WPG standard terms and conditions found in Appendix A. Additional “special conditions” may also be incorporated into individual grant agreements.

II. Eligibility Information

A. Eligible Applicants

All public and private entities as well as individuals may apply for WQIG funding. Past applicants have included private individuals, tribal authorities, universities, government entities, environmental groups, and watershed partnerships.

B. Eligible Projects

B.1. General Requirements

Applicants shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. Applicants shall also coordinate and obtain approvals from all site owners and operators. Implementation projects should include an education and outreach component as a secondary objective when necessary to promote the adoption of similar practices elsewhere in the watershed.

B.2. Water Quality Improvement Grants (WQIG)

The purpose of WQIG projects is to improve water quality in watersheds with documented water quality impairments. Multiple watershed-based planning documents have been developed, these include ADEQ-supported Watershed Improvement Plans, USFS Watershed Restoration Action Plans, and NEMO Plans. These plans identify recommended projects and best management practices that will improve water quality.

B.2.1 WQIG Project Sites and Impaired Waters

All WQIG projects during the grant cycle must be implemented in areas identified as impaired or contributing to an impairment based on the most current version available of ADEQ's *Status of Ambient Surface Water Quality in Arizona – Arizona's Integrated 305(b) Assessment and 303(d) Listing Report*. Projects impacting a water body and/or pollutant that are not listed as impaired/not attaining will not be considered for WQIG funding. Refer to B.3 Watershed Preservation Grants if your project will impact a water body and/or pollutant that are not listed as impaired/not attaining.

B.3 Watershed Preservation Grants (WPG)

Waterbodies must meet the following criteria to be considered eligible for Protection funding. Both surface and groundwater may be considered.

1. There is a documentable nonpoint source (**NPS**) (i.e. non- AZPDES permit regulated) pollution concern threatening water quality, **AND**
2. The pollutant/parameter of concern has an applicable water quality standard or a measurable target number, **AND**
3. If a surface water, the waterbody is **not** listed as impaired/not attaining for the pollutant of concern.

B.3.1 Documenting a Water Quality Threat

Proposed projects must identify the specific pollutant of concern and provide documentation supporting the concern. This may include:

1. Citation of credible water quality data that indicates multiple exceedances of water quality standards or degrading trend in water quality
 - a. External data must be provided to ADEQ for review
2. Photo-documentation of impacts or sources of nonpoint source pollution (e.g. signs of erosion, excessive algae or aquatic plant growth, pollutant sources that are hydrologically connected to the water in question, etc.)
3. Documentation of threatened biological indicators
4. Specific reference to the waterbody/stream reach being identified in an ADEQ-approved watershed plan as being at high risk of becoming impaired due to nonpoint sources of pollution.
5. Documentation of recent or pending significant changes in land use that are likely to impact water quality
 - a. Proposed pollution control activities may not overlap with AZPDES permit requirements, including Construction General Permits.

ADEQ reserves the right to select particular NPS threats or documentation requirements as priorities for a given funding opportunity. These priorities will be clearly identified in the RFGA.

B.3.2 WPG Project Sites

All projects during the grant cycle must be implemented in areas not identified as impaired based on the most current version available of ADEQ's *Status of Ambient Surface Water Quality in Arizona – Arizona's Integrated 305(b) Assessment and 303(d) Listing Report*. Projects impacting a water body and/or pollutant that are listed as an impairment will not be considered for WPG funding. Refer to B.2 Water

Quality Improvement Grants if your project will impact a water body and/or pollutant that are listed as impaired/not attaining.

B.4. Nonpoint Source Pollution and Water Quality Improvement

In order to be considered for funding, all projects must focus on the reduction of nonpoint source pollution and must be able to demonstrate water quality improvements.

B.5. 40 Percent Non-federal Match

Applicant must provide a 40 percent non-federal match and clearly state all matching sources and amounts, with dates of funding receipt. Please use the following calculation to determine whether your application meets this requirement:

(Total project cost) X (0.6) = Maximum federal contribution

(Total project cost) - (Maximum federal contribution) = Required non-federal match

B.7. Length of Project/Activity

The standard length of projects are typically one to two years. If more than two years is necessary, the proposal must include adequate justification in order to be considered for funding.

B.8. Technical Feasibility/Review

Applications will need to show they have been reviewed or that the applicant has retained technical assistance to ensure the feasibility of a project and that the project will be able to demonstrate water quality improvements.

B.9. Projects per Application

Applications are limited to one implementation type per application unless activities are required to be implemented in conjunction with each other to be effective (*e.g. stream fencing and off-stream watering source*). An application may have multiple project sites, but all implementations should be of the same type. An application may include several sites that will utilize the same implementation practices (*e.g. multiple restroom facilities or retention basins*)

B.10. Applicant Presentation Requirement

Applicants will be required to provide a brief presentation to the application review panel in accordance with the schedule in Table 1. Applicants will be sent written staff comments prior to the scheduled applicant oral presentations. Applicants will be provided additional information after pre-proposals have been submitted.

B.11. Abbreviated Monitoring Plan

When the grant includes funds for water quality monitoring, an *abbreviated monitoring plan* and associated documentation must be submitted with the application. Since many worthy projects are not funded and development of a full and detailed SAP/QAP takes considerable time and effort, the full SAP/QAP is being delayed until the grant is awarded (a grant condition) but must be in effect before monitoring is initiated. (A workbook for writing the full SAP/QAP can be obtained by contacting the Grant Program.) The abbreviated monitoring plan should only be 2-3 pages plus maps. Brief and concise information should be provided about the following topics. Notice that this information will be useful in building the final SAP/QAP too.

B.12. Stormwater Project Criteria for Private Property

This section will clarify the ability of ADEQ's 319 Grant program to fund projects within MS4 permitted areas. *Polluted storm water runoff is often transported to municipal separate storm sewer systems (MS4s) and ultimately discharged into local rivers and streams without treatment. EPA's Phase I and Phase II Stormwater Rules establishes stormwater management programs that are intended to improve the Nation's waterways by reducing the quantity of pollutants that stormwater picks up and carries into storm sewer systems during storm events.*-EPA Fact Sheet. While stormwater runoff is often considered nonpoint source pollution, when stormwater runoff is from a permitted area, it is considered a point source pollutant and the permittee is responsible managing the stormwater discharge. EPA has estimated that about 30 percent of known pollution to our nation's waters is attributable to stormwater runoff. In 1987, Congress directed U.S. EPA to develop a regulatory program to address the stormwater problem. In 1990, EPA issued regulations authorizing the creation of the National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharges from incorporated places and counties with populations of more than 100,000, certain industrial activities, and construction activities disturbing 5 acres of land or more (medium and large MS4s). The program was expanded in 1999 ("Phase II") to require operators of small MS4s (non-Phase I regulated MS4s) in "urbanized areas" and small construction activities disturbing between 1 and 5 acres of land to obtain an NPDES permit. In Arizona, this program is called Arizona Pollutant Discharge Elimination System (AZPDES). An AZPDES permit is required for any point source discharge of pollutants to a water of the United States. Because stormwater runoff can transport pollutants to either a municipal separate storm sewer system or to a water of the United States, permits are required for those discharges. *ADEQ considers the majority of education, outreach, and implementation activities that take place within an MS4 to fall within the permittee's AZPDES permit requirements.* However, projects on private property within an MS4 may be eligible for ADEQ's 319 Grant program, in accordance with the EPA 319 Guidelines, when they meet the criteria listed below.

Additional information regarding MS4 permits can be found at:

<http://www.azdeq.gov/node/520>

The full text of EPA's 319 Guidelines can be found at:

<http://water.epa.gov/polwaste/nps/upload/319-guidelines-fy14.pdf>

319 Funding for Stormwater Projects Criteria

Projects seeking 319 funding to implement projects with an MS4 permitted area must meet the following criteria to be eligible:

- Project site must be on private property
- Project must utilize Low-Impact Development (LID) and/or Green Infrastructure to treat runoff from private property
- Projects must address an impairment-causing pollutant
- Project must treat runoff from private property

Projects not eligible

- Projects required for compliance actions
- Projects that are enforceable under an existing law or ordinance

- Projects on property of the MS4 permittee
- Projects primarily addressing runoff from property of the MS4 permittee (*example: If flooding from a road flows through private property, the MS4 permittee should address the road rather than 319 funding being utilized on private property to mitigate the flooding.*)
- Any stormwater projects specifically prohibited by EPA's 319 Guidelines

Low-Impact Development (LID) is a stormwater management approach that seeks to manage runoff using distributed and decentralized micro-scale controls. LID's goal is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to its source. Instead of conveying and treating stormwater solely in large end-of-pipe facilities located at the bottom of drainage areas, LID addresses stormwater through small-scale landscape practices and design approaches that preserve natural drainage features and patterns. Several elements of LID—such as preserving natural drainage and landscape features—fit right into the Green Infrastructure approach described below. Additional information on LID is available from the Low Impact Development Center.

Green Infrastructure refers to natural systems that capture, cleanse and reduce stormwater runoff using plants, soils and microbes. On the regional scale, green infrastructure consists of the interconnected network of open spaces and natural areas (such as forested areas, floodplains and wetlands) that improve water quality while providing recreational opportunities, wildlife habitat, air quality and urban heat island benefits, and other community benefits. At the site scale, green infrastructure consists of site-specific management practices (such as interconnected natural areas) that are designed to maintain natural hydrologic functions by absorbing and infiltrating precipitation where it falls. Additional information on green infrastructure is available on EPA's Managing Wet Weather with Green Infrastructure website.

If you have any questions about the potential eligibility of your project, please consult with WQIG staff.

C. Ineligible Projects

C.1. The following types of projects are not eligible for WQIG or WPG Program funding:

- Projects that do not deal with reducing or eliminating a non-point source of pollution;
- Projects that deal with hook-up to sewer, improvements to sewers, waste water treatment facilities, or other permit-regulated facilities;
- Any task identified in a draft or final Arizona Pollutant Discharge Elimination System (AZPDES) permit or Stormwater Pollution Prevention (SWPP) Plan
- Projects that do not include a measurement or evaluation of success in improving water quality
- Activities to maintain, repair, or replace components of past WQIG projects
- Projects that focus primarily on water quantity issues
- Projects that do not follow the application guidelines as stipulated in the RFGA and its appendices

C.2. Consideration of Past Performance

ADEQ reserves the right to disqualify applications based on past performance of the applicant or applicant's key personnel. Examples of past performance that may lead to disqualification may include,

but not be limited to, defaulting on previous ADEQ contracts; non-compliance of contract requirements; and incomplete or late deliverables, etc.

III. Final Application Information

A. Points of Contact

Requests for hard copies of this WQG manual or materials can be directed to Samuel “Jake” Breedlove, Water Quality Division Grant and Watershed Coordinator, at breedlove.samuel@azdeq.gov or (602) 771-4243.

Questions regarding eligibility, requirements, applications, or any other information about the WQG program can be directed to Samuel “Jake” Breedlove, Grant and Watershed Coordinator at SB12@azdeq.gov or (602)771-4232

B. Date for Final Applications

Final applications must be received by the grant coordinator no later than the date and time listed in the Water Quality Grant RFGA. See Table 2 below for submittal instructions and requirements.

C. Final Application Submittal and Delivery Instructions

Table 2. Submittal Instructions and Requirements

Final Application	
Due Date	<i>See the Water Quality Improvement Grant RFGA</i>
Required Format	<ul style="list-style-type: none">• Electronic copy only• Signature Page must be submitted in hard copy by deadline
Additional Submittal Requirements	<ul style="list-style-type: none">• Signature Page must be submitted in hard copy and received prior to the deadline. Any signature pages received after the deadline will be ineligible for funding.• All other documents may be submitted electronically to wqig@azdeq.gov
Delivery Information:	Signature Page must be delivered in a sealed envelope or package and labeled as follows: Water Quality Improvement Grant Application Arizona Department of Environmental Quality ATTN: Samuel Breedlove WQD Grant Coordinator, #5320D 1110 West Washington Street Phoenix AZ 85007

Include all required schedules and attachments pertinent to your grant application. Failure to include requested information in the final grant application may result in the rejection of your application or may have a negative impact on the evaluation of the application. **Late Final Applications will not be reviewed.**

IV. Application Evaluation and Selection, Execution of Grant Agreements

A. Evaluation Process

The review and selection process begins after the grant application submittal deadline. During review, your application will be held confidential. Grant staff will first review your application to ensure that it is eligible for funding and all required components are present. ADEQ will notify applicants if the eligibility requirements are not met.

An evaluation committee will review all applications and make recommendations for funding. Grants that most closely meet the Program's priorities and are most likely to successfully achieve ADEQ's desired outcomes will be recommended. During the evaluation process, additional information may be requested and applicants may also be asked to revise their application based on the new information submitted. ADEQ staff may contact applicants to schedule site visits during the application review period.

Applications will be evaluated based on criteria specific to the type of project being applied for. Bonus points may also be awarded to applications based on criteria specified in the grant application document. For more information about the selection criteria for each type of project, see Appendices B & C.

B. Project Selection

Projects are selected for award based on the scores determined by the evaluation committee. Awards are limited by the amount of funding available; therefore, all qualifying projects may not be funded.

Applicants will be notified as to whether or not they received a grant award after the evaluation process is completed. After evaluations are completed, all applications and the associated evaluations will be made available to the public upon request. If you believe that any of the information contained in your application should be held confidential, you must designate that information as "confidential" in your application and provide an explanation as to why it should be held confidential.

If an applicant does not receive a grant award, the applicant may request a meeting with the Water Quality Improvement Grant Program Manager to discuss the application and evaluation. Applicants also have the right to protest the award decision. A letter of protest should be written within 30 days from the date of notification receipt. Protest letters must be sent to the ADEQ Water Quality Division Director along with a copy to the Water Quality Improvement Grant Program Manager to the following address:

Arizona Department of Environmental Quality
Attention: Water Quality Division Director
1110 West Washington Street
Phoenix, Arizona 85007

The Water Quality Division Director will review the protest and the grant file and provide a written decision on the protest.

C. Execution of Grant Agreements

Once Special Conditions have been developed and agreed upon, ADEQ will issue two copies of the Grant Agreement to the applicant (now referred to as the grantee). The grantee must sign both copies of the Agreement and return them to the WQIG Program within 30 days of receipt. In signing the Grant Agreement, the grantee agrees to all Terms and Conditions as listed in Appendix A. The WQIG Program will execute the Grant Agreement and return an original to the grantee.

The grantee is required to do the following after they are notified of a grant award:

- Submit a Certificate of Insurance (Appendix A).
- Set up a project file to maintain a record of all correspondence, receipts, invoices, and copies of all reports and documents associated with the project (Appendix A).
- Establish a separate bank account for the deposit of grant funds, carrying the name and number of this project
- Be aware of and comply with the *Disadvantaged Business Requirements* located at the end of Appendix A. If you will be using sub-contractors to perform work under a Grant Agreement, you must make an effort to recruit disadvantaged businesses, document those efforts, and report this information to ADEQ annually.

Please note: Work cannot be started on a project until both the Grant Agreement is executed and a Certificate of Insurance is submitted to ADEQ.

VI. Workshop Schedule

A. Workshop Dates and Locations

A.1. Webinar: WQIG staff will be hosting several web-based seminars, or webinars, along with workshops throughout the state to provide the public with information about the grant cycle. Workshops and webinars will be held on the dates and times listed in the RFGA. To participate in the webinar, you must RSVP to Samuel Breedlove by e-mail at sb12@azdeq.gov with your name and email address **two days prior to the scheduled webinar**.

A.2. Workshops: Information regarding dates and locations for workshops can be found in the RFGA. To register for live workshops, please contact Samuel Breedlove at (602) 771-4243, or by e-mail at sb12@azdeq.gov. Please include in your email your name, phone number, and the workshop location you are attending. **Space is limited, and seats will be reserved on a first-come first-serve basis. If less than five individuals RSVP, the workshop will be cancelled and registered attendees will be notified.**

A.3. Grant Application Consultations: ADEQ staff will provide opportunities for pre-application consultations with potential applicants on a first-come-first-served basis. Due to time constraints, consultations shall be limited to a maximum of 1 hour. Applicants should schedule a consultation as far in advance as possible, and must submit a draft application at least one week in advance of the consultation. Consultations will be conducted at the ADEQ office in Phoenix or offered via teleconference.

VII. Appendices

Appendix A: Water Quality Grant Program Terms and Conditions (pp 14-28)

Appendix B: Six Easy Steps to Finding Your 12-Digit HUC Code (pp 29-31)

Appendix A: Terms & Conditions

Water Quality Grant Agreement Terms and Conditions

1.0 Definition of Terms

- 1.1 ***“Applicant”*** means a person, firm, or other organization that submits or is considering submitting an application.
- 1.2 ***“Application”*** means a response submitted pursuant to a Request for Grant Applications (RFGA).
- 1.3 ***“Critical sites”*** are locations in the watershed where pollutant discharge is most apparent, mitigation actions are needed, and improvement project impacts can be readily measured.
- 1.4 ***“Days”*** means calendar days unless otherwise specified.
- 1.5 ***“Department”*** means the Arizona Department of Environmental Quality (ADEQ).
- 1.6 ***“Director”*** means the Director of ADEQ.
- 1.7 ***“Equipment”*** means tangible, nonexpendable, personal property, including supplies, having useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
- 1.8 ***“Grant Agreement”*** means a written document, signed by an authorized representative of both parties, including the RFGA (including the manual referenced in the RFGA) and the application (including any revisions requested by the Department) and any Grant Agreement Amendments.
- 1.9 ***“Grant Agreement Amendment”*** means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
- 1.10 ***“Gratuity”*** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.11 ***“Grantee”*** means an applicant that is awarded a Grant Agreement.

- 1.12 ***“Manual”*** means the Water Quality Grant Manual.
- 1.13 ***“Records”*** means all books, accounts, reports, files and other records relating to this Grant Agreement.
- 1.14 ***“Request for Grant Applications”*** means the document the Department utilizes to request applications.
- 1.15 ***“Subcontract”*** means any contractual Grant Agreement, express or implied, between the Grantee and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Grant Agreement.

2.0 **Grant Agreement Interpretation**

- 2.1 ***Arizona Law.*** This Grant Agreement shall be interpreted under Arizona law and, if applicable, under federal law. The Department is authorized to enter into Grant Agreements by Arizona Revised Statutes (A.R.S.) Title 49. The Department is soliciting grants using the process given in A.R.S. Title 41, Chapter 24.
- 2.2 ***Implied Terms.*** Each provision of law and any terms required by law to be in this Grant Agreement are a part of this Grant Agreement as if fully stated in it.
- 2.3 ***Language and Marginal Headings.*** Language as used in this Grant Agreement shall include the plural as well as the singular and the masculine, feminine and neuter genders. Marginal headings are included for ease of reading only and shall have no effect on the construction or interpretation of this Grant Agreement.
- 2.4 ***Relationship of Parties.*** Neither party to this Grant Agreement shall be deemed to be the employee or agent of the other party.
- 2.5 ***Lobbying.*** Grantee shall comply with federal lobbying requirements pursuant to 40 CRF 34.100 and Office of Management and Budget (OMB) Circulars A-87 and A-122. Federal grant funds may not be used to influence (or attempt to influence) a federal employee. If non-federal funds have been used to influence (or attempt to influence) a federal employee, the Grantee must submit Standard Form LLL (“Disclosure of Lobbying Activities”).
- 2.6 ***Severability.*** The provisions of this Grant Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Grant Agreement.
- 2.7 ***No Parol Evidence.*** This Grant Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the

parties and no usage of the trade shall supplement or explain any terms used in this document.

- 2.8 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Grant Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 **Grant Agreement Administration and Operation**

- 3.1 **Drug-free Workplace.** Grantees are required to certify that they maintain a drug-free workplace. By signing the Grant Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any grant-related activity.

- 3.2 **Administrative Costs.** Salaries, overhead, or indirect costs for administrative services provided and charged against activities and programs carried out with the grant shall not exceed 10 percent of the grant award.

- 3.3 **Project Period.** The Department agrees to reimburse Grantees for work activities performed during the project period as described in this Grant Agreement. The Department is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Agreement or after the project period has elapsed. The Grantee understands that the Department may terminate this Grant Agreement (see paragraph 9.5 of this Grant Agreement), if the project is not initiated within 3 months after entering into this Grant Agreement. The Department may extend the project period, if requested in writing by the Grantee within 30 days prior to expiration. A formal Grant Agreement Amendment shall be generated upon ADEQ approval of extension (see 5.1, Grant Agreement Amendments).

- 3.4 **Points of Contact.** ADEQ designates the individual listed below as the Project Manager for budgeting, deliverable, and scheduling issues. Technical correspondence, invoices and reports from the Grantee shall be sent to the person below or a replacement identified by ADEQ.

Project Manager

Arizona Department Environmental Quality
1110 W. Washington St
Phoenix, AZ 85007
Phone: (602) 771-4565, 1(800) 234-5677 Ext: 771-4565

- 3.5 **Grantee's Representatives.** The Grantee shall designate the individual listed in the application as "Project Manager" as its Representative. Any proposed changes that are

requested for either project contacts or project team members for the awarded grant shall be requested in writing to ADEQ. Changes shall not be made without ADEQ approval.

- 3.6 **Reports.** A budget report and a narrative report shall be submitted on a calendar quarterly basis. Reports shall be sent to the Department no later than 30 calendar days after the close of the quarter. Reports shall be in electronic format (disk or e-mail). A paper copy of the reports shall be mailed to the Department in addition to the electronic submittal. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a narrative of the project's progress, as applicable. Grantee must obtain ADEQ Project Manager pre-approval before any funds are relocated from the original/approved budget. The Grantee is responsible for responding to any inquiries from the Department and/or the U.S. Environmental Protection Agency.

At the end of the project, a final budget report and a final narrative report must be submitted and approved by the Department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination and future activity recommendations for the watershed. An electronic format of the final report is required to close out the project.

The Department will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

- 3.7 **Records and Audit.** Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all Records for a period of five years after the completion of the Grant Agreement. Upon request, the Grantee shall produce a legible copy of any or all such Records. All Records shall be subject to inspection and audit by the Department, and where applicable the Federal Government, at reasonable times.
- 3.8 **Printing Credit.** Items such as brochures, advertisements, videos, maps, and technical reports developed for the project must be approved by the ADEQ Project Manager prior to printing or displaying information. These items shall include the statement "Funded by a grant from the United States Environmental Protection Agency and the Arizona Department of Environmental Quality."
- 3.9 **Recycled Materials.** ADEQ is an environmentally conscious organization. To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet. Proposals/Bids shall be bound by staple, binder clip or similar method and shall be submitted on a minimum of 30% recycled paper

to the fullest extent possible. Other than using tabs to separate the proposal/bid information ADEQ would prefer that binders, plastic, and non-recyclable materials not be used. Proposals/Bids will not be evaluated on the aesthetic of the package.

- 3.10 ***Nondiscrimination.*** Code 40 of Federal Regulations (CFR) 7.30 prohibits discrimination under any program or activity receiving U.S. Environmental Protection Agency assistance on the basis of race, color, natural origin, gender, handicap, or age. The Grantee shall comply with A.R.S. §41-1461, contractor shall provide equal employment opportunities for all person, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.11 ***Inspection.*** The Grantee agrees to permit access to its facilities and subcontractor facilities at reasonable times for inspection of the materials covered under this Grant Agreement.
- 3.12 ***Advertising and Promotion of Grant Agreement.*** The Grantee shall not advertise or publish information for commercial benefit concerning this Grant Agreement without the prior written approval of the Department.
- 3.13 ***Ownership of Information.*** Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Agreement shall rest in the Department, except for copyrighted material prepared in advance of this Grant Agreement by the Grantee at the expense of the Grantee. ADEQ and the U.S. Environmental Protection Agency shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement, except for copyrighted material as provided in 6.1.2 of this Grant Agreement. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement.
- 3.14 ***Equipment.*** Equipment purchased in whole or in part with grant funds should be itemized. Equipment that is purchased with grant funds may remain with the Grantee upon completion of the project unless the Department determines in writing that it is in the best interest of the State for the equipment to be returned to Department.
- 3.15 ***Inclusive Grantee.*** Grantee(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of Administrative or Billing needs. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

- 3.16 ***Certification of Small Businesses and Disadvantaged Business Enterprises (DBE).*** It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows: City of Phoenix, City of Tucson, Small Business Association (SBA), Arizona Department of Transportation (ADOT) and Environmental Protection Agency (EPA).
- 3.16 ***Operation and Maintenance.*** Any management practices (nonpoint source pollution control measures, remediation, etc.) implemented for the project must be properly operated and maintained for the intended purposes or as defined in the special conditions of the Grant Agreement. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practices safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.
- 3.17 ***Offshore Performance of Work Prohibited*** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.18 **E-Verify:** In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. §23-214, Subsection A.
- 3.19 ***Eligibility for State or local public benefits; documentation and violations.*** Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this contract.
- 3.20 **Federal Immigration and Nationality Act:** By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9)

as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.21 **Scrutinized Business:** In accordance with A.R.S. §35-391 and A.R.S §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.22 **Arbitration:** In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

4.0 **Grant Funding**

4.1 ***Use of Grant Funds.*** Awarded grant funds shall be used solely for eligible purposes as approved by the Department. Line item funding is considered estimates of costs, however, the total project cost is considered exact and shall not be exceeded by the Grantee unless otherwise amended.

4.2 ***Payment Processes.*** The Department's payments for Grantees' contractors (excluding overhead) is limited to a maximum daily rate of \$513.60 and a maximum hourly rate of \$64.20. This amount does not include transportation and subsistence costs, in accordance with normal travel reimbursement practices.

Grantees may pay consultants more than this amount, but the excess amount may not be paid with grant funds.

4.3 ***Funding Disbursement.***

4.3.1 Transferred grant funds shall be deposited by the Grantee in a separate project account carrying the name and number of the project and the funds shall be expended from the account only as authorized under the terms of this Grant Agreement.

4.3.2 All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement.

4.3.3 All requests for reimbursement shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Department has the right to disallow contributions determined inappropriate or unreasonable.

4.3.4 Payments will be made upon approval by the Department.

4.4 ***Applicable Taxes.***

4.4.1 The Department shall reimburse only the rate and/or amount of taxes identified in the grant application and included in the costs within the approved budget or in any resulting Grant Agreement.

4.4.2 The Department is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the Grantee to remit. Failure to collect taxes from the buyer does not relieve the seller from the obligation to remit taxes.

4.4.3 Grantee and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Grantee. The Grantee shall require all subcontractors to hold the Department harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4 In order to receive payment under any resulting Grant Agreement, the Grantee shall have a current IRS-W9 Form on file with the Department.

4.5 ***Non-Availability of Funds.*** In accordance with A.R.S. §35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5.0 **Grant Agreement Changes**

5.1 ***Grant Agreement Amendments.*** The Grant Agreement shall be modified only through a Grant Agreement Amendment. Unauthorized changes to this Grant Agreement shall be void and without effect, and the Grantee shall not be entitled to any claim under this Grant Agreement based on those changes.

- 5.2 **Subcontracts.** The Grantee shall not enter into any Subcontract under this Grant Agreement without consideration for impact on the project. Grantee shall report any Subcontract awards or changes as part of that calendar quarter's narrative report (see 3.4, Reports). The Subcontract shall incorporate by reference the terms and conditions of this Grant Agreement.
- 5.3 **Competition.** Pursuant to 40 CFR 31.36, the Grantee shall conduct all procurement transactions in a way that provides open and free competition. Purchases for projects must be made on a competitive basis to ensure that fair and reasonable prices are obtained for goods and services. Grantee shall document cost or price analysis in connection with every procurement action regardless of amount.
- 5.4 **Assignment and Delegation.** The Grantee shall not assign any right nor delegate any duty under this Grant Agreement without the prior written consent of the Department. The State shall not unreasonably withhold consent. Both parties agree that it is reasonable to withhold consent where the Department determines that an assignment or delegation would not be advantageous to the State of Arizona or would be contrary to the purposes of the Water Quality Improvement Grant Program.

6.0 **Indemnification and Insurance**

- 6.1 **Indemnification Clause.** The parties agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the grantee for the vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards, and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

The United States Federal Government, acting as a Grantee, does not have the authority to indemnify and hold harmless the State of Arizona from any and all claims, liabilities, losses damages, charges, etc. The State of Arizona does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liability, losses, damages, charges, etc. The State of Arizona will be responsible for errors, omission and negligence of its employees. The United States Federal Government will be responsible for the errors, omission and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat.306].

- 6.1.1 **No Obligation in Excess of Appropriations.** Nothing in this Grant Agreement shall be construed as obligating the Department in the expenditure of funds or as involving the Department in any contract or other obligation of the future payment of money in

excess of appropriations authorized by law and budgeted and approved by the Department.

- 6.1.2 ***Patent and Copyright.*** The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Agreement performance or use by the State of materials furnished or work performed under this Grant Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph. The United States Federal Government does not have the authority to indemnify and hold harmless the State of Arizona.
- 6.1.3 ***Third Party Antitrust Violations.*** The Grantee assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Grant Agreement.
- 6.2 ***Insurance Requirements.*** The Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under his Grant Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Grant Agreement and in no way limit the indemnity covenants contained in this Grant Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance. Agencies of the United States Federal Government are self-insured, and shall submit a certificate of self-insurance (see 6.2.8.)

The Grantee shall provide coverage with limits of liability not less than those stated below.

6.2.1 **Minimum Scope and Limits of Insurance for Projects Under \$50,000**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Damage to Rented Premises	\$25,000
Each Occurrence	\$500,000

The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.1.1 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	\$500,000
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- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards,

commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.1.2 Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$ 500,000

Statutory

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

This requirement shall not apply to: Separately, each Grantee or subcontractors exempt under A.R.S. § 23-901, and when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.2.2 Minimum Scope and Limits of Insurance for Projects Over \$50,000

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.2.1 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this

written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.2.2 **Worker's Compensation and Employers' Liability**

Workers' Compensation Employers' Liability	Statutory
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

This requirement shall not apply to: Separately, each Grantee or subcontractors exempt under A.R.S. § 23-901, and when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

The policies shall include, or be endorsed to include, the following provisions:

- The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Grant Agreement.
- The Grantee’s insurance coverage shall be primary insurance with respect to all other available sources.
- Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Grant Agreement.

6.2.3 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Grant Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Department. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

6.2.4 **Acceptability of Insurers.** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A-

VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

- 6.2.5 **Verification of Coverage.** The Grantee shall furnish the Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Grant Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Department before work commences. Each insurance policy required by this Grant Agreement must be in effect at or prior to commencement of work under this Grant Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Grant Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Grant Agreement shall be sent directly to the Department. The ADEQ grant/project number and project description shall be noted on the certificate of insurance. The Department reserves the right to require complete, certified copies of all insurance policies required by this Grant Agreement at any time.

- 6.2.6 **Subcontractor.** Grantees' certificate(s) shall include all subcontractors as insured under its policies or Grantee shall furnish to the Department separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

- 6.2.7 **Approval.** Any modification or variation from the *insurance requirements* in this Grant Agreement shall be made by the Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Grant Agreement amendment, but may be made by administrative action.

- 6.2.8 **Exceptions.** In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 **Warranties**

- 7.1 **Key Personnel.** It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Grant Agreement. The Grantee must assign specific individuals to

the key positions. Once assigned to work under the Grant Agreement, Grantees shall not remove or replace key personnel without consideration for impact on the project.

- 7.2 ***Compliance with Applicable Laws.*** The materials and services supplied under this Grant Agreement shall comply with all applicable Federal, state and local laws. Grantee shall maintain and comply with all applicable licenses and permit requirements.
- 7.3 ***Grantee's Representations and Warranties.*** All representations and warranties made by the Grantee under this Grant Agreement and within the application shall survive the expiration or termination of the Grant Agreement.

If the Grantee is an agency of the federal government, it shall ensure the quality of workmanship on the project and that it will remain in good working order for the Useful Life of the improvement.

In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, chapter 5.

8.0 **Department's Contractual Remedies**

- 8.1 ***Right to Assurance.*** If the Department in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Grant Agreement, the Department may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at the Department's option, be the basis for terminating the Grant Agreement.
- 8.2 ***Non-exclusive Remedies.*** The rights and the remedies of the State under this Grant Agreement are not exclusive.

9.0 **Grant Agreement Termination**

- 9.1 ***Conflict of Interest.*** The Grantee shall comply with standards of conduct pursuant to 40 CFR 31.36 to avoid conflict of interest. Recipients of federal funds may not participate in the selection, award, or administration of a contract if real or apparent conflict of interest would result.
- 9.2 ***Cancellation for Conflict of Interest.*** Pursuant to A.R.S. § 38-511, the State may cancel this Grant Agreement within 3 years after Grant Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Agreement on behalf of the State is or becomes at any time while the Grant Agreement or an extension of the Grant Agreement is in effect an employee of or a consultant to any other party to this Grant Agreement with


respect to the subject matter of the Grant Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State of Arizona, it may also cancel this Grant Agreement as provided in A.R.S. § 38-511.

- 9.3 ***Gratuities.*** The Department may, by written notice, terminate this Grant Agreement, in whole or in part, if the Department determines the Grantee or a representative of the Grantee offered employment or a Gratuity to any officer or employee of the State of Arizona for the purpose of receiving favorable treatment, including the making of any determination or decision, concerning this Grant Agreement. The Department, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Grantee.
- 9.4 ***Suspension or Debarment.*** The State may, by written notice to the Grantee, immediately terminate this Grant Agreement if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of a Grant Agreement shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Department.
- 9.5 ***Termination for Convenience.*** The Department reserves the right to terminate the Grant Agreement in whole or in part at any time, when in the best interests of the State of Arizona without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Department. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant Agreement shall become the property of and be delivered to the Department. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
- 9.6 ***Termination for Default.*** The Department reserves the right to terminate the Grant Agreement in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Grantee.
- 9.7 ***Continuation of Work Activities after Termination.*** Termination of this Grant Agreement does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.

9.8 ***Disputes.*** The parties to this Grant Agreement agree to resolve all disputes arising out of or relating to this Grant Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable state or federal statutes and law.

Appendix B: Six Easy Steps to Finding Your 12-Digit HUC Code

1. Click on the link below, which will take you to the U.S. Environmental Protection Agency's Grants Reporting and Tracking System Map Viewer [Click here](#)
2. Double-click on the state of Arizona on the map. Continue to double click until you have “zoomed in” to your area of interest.



Map Viewer

[Guest Home](#)
[Find Projects](#)
[Map Viewer](#)
[Reporting Requirements](#)
[Login](#)

U.S. Environmental Protection Agency


Grants Reporting and Tracking System - GRTS

[EPA Home](#) > [Guest Home](#) > [Map Viewer](#)

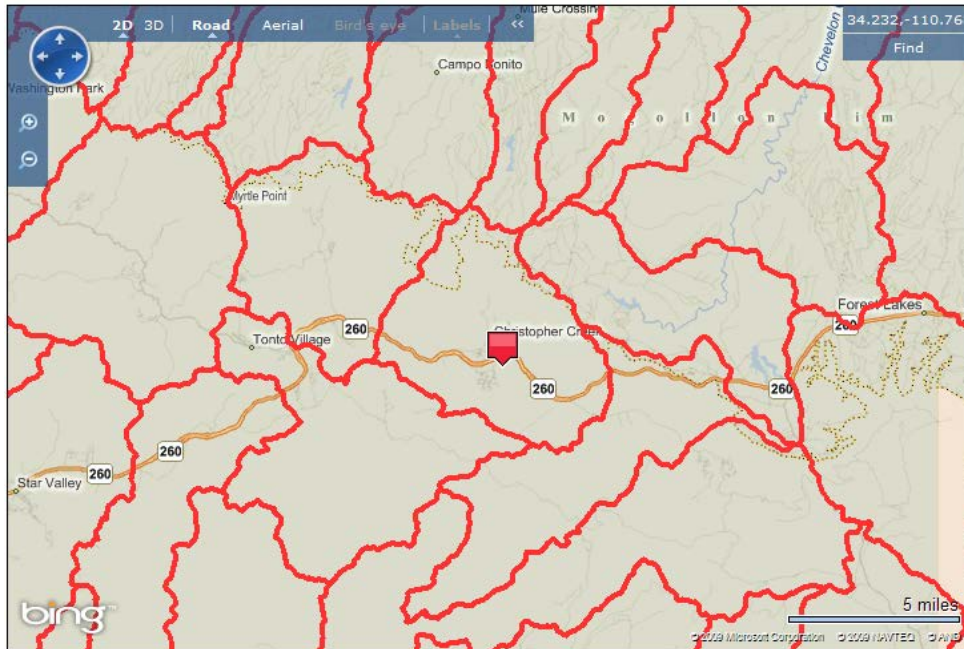
Map Projects by Watershed

The map below shows nonpoint source (NPS) projects by [watershed](#). The size of the watershed displayed depends on the map scale; at the national and state level, the NPS projects are summarized by large hydroregions (2 digit HUCs), at the regional level, by subbasins (8 digit HUCs), and at the local level, by subwatershed (12 digit HUCs).

Any watershed with NPS projects will contain a red marker—hover over this marker to get project information for that watershed. For additional help, please refer to our [instructions](#) page. You can also narrow your search with the [map filters](#).



3. As you zoom in, you will see red-outlined shapes appear on the screen. These are representative of 12-digit HUC.

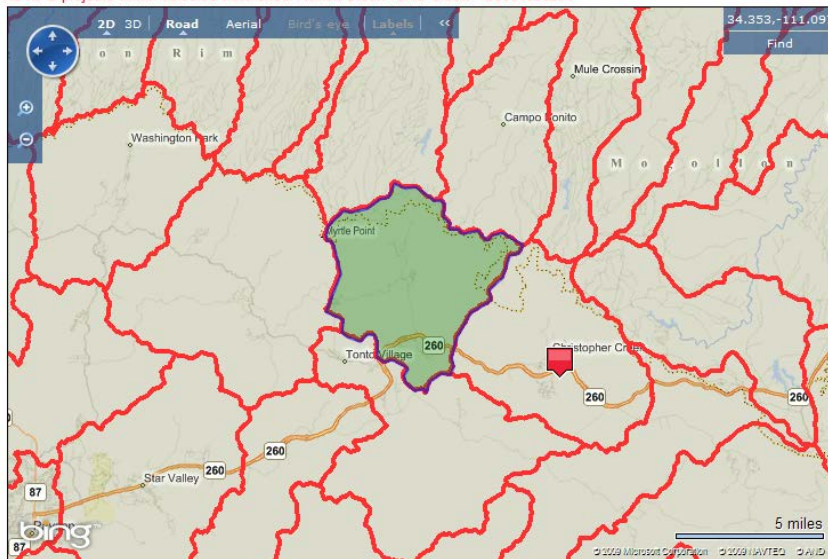


4. Once you have located your project area, use your mouse to right-click on the 12-digit HUC that it lies within. The HUC will turn green on your screen.

- **If there is not a past project located in that HUC:**

At the top of the map frame, you will see the name and 12-digit code associated with that HUC.

No NPS projects within selected watershed: Horton Creek-Tonto Creek- 150601050204



Map Layers: ☒ NHD Streams and Waterbodies ☒ Watershed Boundaries and NPS Projects

- **If there IS a past project located in that HUC:**

Position your mouse over the red box denoting the past project. A white information box will appear, giving information about that project including the name and 12-digit code associated with that HUC.

