

Water Quality Improvement Grant Manual 2004 - 2007



"He who knows what sweets and virtues are in the ground, the waters, the plants, the heavens, and how to come at these enchantments, is the rich and royal man."

- Ralph Waldo Emerson



Janet Napolitano, Governor
Stephen A. Owens, ADEQ Director

**The Arizona Department of Environmental Quality
Water Quality Division**

Presents...

The 2004-2007 Water Quality Improvement Grant Manual



Funding provided by the United States Environmental Protection Agency

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Water Quality Improvement Grant Program Grant Coordinator

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Water Quality Improvement Grant Program -
www.azdeq.gov/environ/water/watershed/fin.html

"No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or on the basis of sex in any program or activity receiving EPA assistance under the Federal Water Pollution Control Act, as amended, including the Environmental Financing Act of 1972."

Publication Number TM 03-02
July 2004



Janet Napolitano
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Stephen A. Owens
Director

July 30, 2004

Dear Grant Applicant:

I am pleased to provide you with the Arizona Department of Environmental Quality's (ADEQ) Water Quality Improvement Grant Manual. Recognizing that water is one of Arizona's greatest resources, ADEQ has joined with the United States Environmental Protection Agency to offer a grant program which will allow the citizens of Arizona to work together to protect our state's waters.

This grant program's funding is provided under the federal Clean Water Act. The grant targets nonpoint source pollution, the leading cause of pollution for Arizona's rivers, streams and other waterbodies. The Water Quality Improvement Grant Program provides funding at a local level to implement creative approaches to improve watersheds, while building partnerships with other federal, state and local entities to reach mutual water quality goals. Achieving the goal of clean, safe waters requires a variety of strategies. This strategy is critical to our success, as it will help us invigorate local efforts by providing resources to conduct nonpoint source pollution control projects within local watersheds. Through these means, we hope to ensure the lasting integrity of our waters for future generations.

Thank you for your interest. We look forward to working with you to achieve a safe, healthy future and to build true environmental stewardship for Arizona.

Sincerely,

Karen L. Smith, Director
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Water Quality Improvement Grant Manual



Chapter 1 – General Information

Chapter I

General Information

Introduction

The Arizona Department of Environmental Quality's (ADEQ) Water Quality Improvement Grant Program allocates money from the United States Environmental Protection Agency (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 Water Quality Division at ADEQ.

ADEQ provides these federal grant funds to individuals and both public and private entities throughout Arizona for on-the-ground water quality improvement project implementation 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.

A large portion of nonpoint source pollution originates from "people pollution" because it can be caused by the collective impacts of individuals interacting with the land. Some examples of human caused pollution include fertilizers, pesticides, and lawn chemicals that have been applied incorrectly; pet waste that has not been picked up; and even such seemingly benign acts as cars being washed in driveways. Stormwater runoff from these actions can pollute local water resources across the state. Nonpoint source pollution can also be created naturally from the environment. For example, erosion can naturally occur after a heavy rainfall, scour streambanks, and cause large trees to be uprooted.

This manual presents the distribution process of grants funds, from application submittal to grant award and is a tool to make the application process uniform, simple, and fair for all applicants.

The Water Quality Improvement Grant Program supports the mission of ADEQ's Water Quality Division by providing grant funds to reduce the generation and impacts of pollutants discharged to surface and ground water.

Water Quality Division Mission Statement

The mission of the Water Quality Division is to protect and enhance public health and the environment by ensuring safe drinking water and reducing the impact of pollutants discharged to surface and ground water.

General Guidelines

Eligible Applications

A grant application must accomplish **all** of the following to be considered eligible for processing and evaluation:

- ◆ Improve, protect, or maintain a water body in the state of Arizona by addressing a nonpoint source of pollution;
- ◆ Demonstrate acceptable water quality management principles, sound design and appropriate procedures;
- ◆ Yield benefits at a level commensurate with project costs for the benefit of the state;
- ◆ Have an on-the-ground implementation component within the state of Arizona;
- ◆ Provide for at least 40 percent of the total project costs as non-federal match;
- ◆ Support ADEQ's Water Quality Division mission; and,
- ◆ Be eligible under applicable state and federal regulations, and comply with the application process described in the 2004-2007 Water Quality Improvement Grant Manual.

Local, state, and community partnerships and collaboration are encouraged.

Refer to *Chapter 3* for specific project information, including examples of projects funded in the past and potential project ideas.

Ineligible Projects

- ◆ Projects designed to comply with required permits will not be funded. Funds may not be used to implement specific requirements of draft or final National or Arizona Pollutant Discharge Elimination System (NPDES or AZPDES) permits, or to implement EPA's stormwater regulation permit requirements. Funds may not be used to pay for "end of pipe" treatments that are required as part of draft or final NPDES or AZPDES permits.
- ◆ Projects that are considered day-to-day operations or maintenance and lack a focus on improving water quality will not be funded. For example, if you are required under a permit to do a specific activity, such as implement a specific rotational grazing plan; this would not be allowable for funding. However, if you want to do something additional and innovative for the purpose of improving water quality; those projects may be eligible for funding. These would be considered "enhancements" to a permit or allotment requirement and may be considered for funding.
- ◆ Studies, research, education, and data collection projects that are not part of an implementation project will not be considered. Eligible projects **must** have an on-the-

ground implementation component and a public outreach and education component. This same eligible project **may** have additional components which can include research, water quality monitoring, education, etc. The emphasis of the project must be the on-the-ground implementation.

- ◆ Projects that focus primarily on water quantity issues will not be funded. An eligible project **must** focus on improving, maintaining or protecting water quality. Many times, however, water quantity and water quality improvements go hand in hand.

Eligible Applicants

- ◆ Local governments,
- ◆ Tribal authorities
- ◆ Cities
- ◆ Counties
- ◆ Regional development centers
- ◆ Schools
- ◆ Colleges and universities
- ◆ Non-profit organizations
- ◆ State agencies
- ◆ Individuals
- ◆ Watershed groups

Non-Federal Match Requirement

All applications must provide a minimum 40 percent (40%) non-federal match.

- ◆ Non-federal match funds may be cash, goods, equipment usage, and/or services. Some examples of items and in-kind services that may contribute to the non-federal match requirement include: cash, in-kind services such as donated labor, office space, equipment usage, existing building usage, and base salaries of existing employees.
- ◆ Match sources and/or activities must be pertinent to the proposed project.
- ◆ Match amounts must be fully identified in the proposed *Budget (see Chapter 4)*.
- ◆ Entity providing match and associated cost must be identified in *Part III, Section E* of the grant application.
- ◆ Federal agencies must be able to provide matching funds from non-federal sources.
- ◆ Federal salaries **may not** be used for match (and **will not** be reimbursed as project expenditures).

Important Notes

- ◆ Payments are made on a cost reimbursement basis. Grantees must provide assurance that the work has been completed (receipts, invoices, etc.) in order to receive reimbursement.
- ◆ Administrative costs associated with the project must not exceed 10 percent (10%) of the requested funding.
- ◆ Multiple grants will be awarded each year.
- ◆ More than one project application per applicant may be submitted.

- ◆ Applicant must own or manage the land or waters on which capital improvements are made (through fee, title, lease, easement or agreement), and must be able to obtain approval for access to and across property if it is required to complete the project as proposed.
- ◆ Projects should be completed in two years or less. ADEQ may be able to finance projects lasting up to five years if it is clearly justified that a period greater than two years is necessary.
- ◆ A grant must be awarded and a grant agreement executed before a project can be started.
- ◆ Applicant must give suitable public acknowledgment for grant assistance to the United States EPA and the ADEQ Water Quality Improvement Grant Program.
- ◆ Equipment purchased as part of the project may remain with the grantee at the end of the project period unless it is determined in writing that the equipment should be returned to ADEQ.
- ◆ Indian Nations that have completed and received approval (by EPA) of Nonpoint Source Assessments and Nonpoint Source Management Plans within their boundaries may submit projects for water bodies within their Nation's boundaries that lie within Arizona.

Quality Assurance

Grant projects often include monitoring components to measure the effectiveness of the project. When water quality data are collected during the course of a project, specific documents must be developed in accordance with state and federal guidelines. If monitoring is funded under the grant, before it can begin, the planned activities must be approved by the ADEQ Project Manager.

All water quality data collected by grantees must meet ADEQ's *Credible and Scientifically Defensible Data Requirements*. Credible and scientifically defensible data must be shared with ADEQ and may be used for assessment purposes and included in *Arizona's Integrated 305(b) Assessment and 303(d) Listing Report*. All credible and scientifically defensible data must be collected under the guidelines of a written Quality Assurance Project Plan and Sampling Analysis Plan. Quality Assurance Project Plans outline the procedures that a monitoring project will use to make sure samples are collected, analyzed, data are stored, and reports are written to ensure quality high enough to meet the needs of the project. A Sampling Analysis Plan includes information on the type of samples scheduled for collection, sampling frequency, periods, locations, and equipment. Documentation and written assurances that the methods and procedures were followed must also be provided. Most water quality monitoring will require a Quality Assurance Project Plan and Sampling Analysis Plan, however, depending on the specifics of the proposed water quality monitoring, a simplified Quality Assurance Project Plan may be acceptable. Plans and associated documentation must be approved by the ADEQ Project

Manager before sampling and monitoring begin. ADEQ staff is available to assist grantees in developing these documents.

Project monitoring other than water quality data collection may be performed by the grantee (e.g. photo documentation, surveys, vegetation transects, etc.) to measure a project's effectiveness. For this type of project monitoring, developing a written monitoring plan is recommended and must be approved by the ADEQ Project Manager before monitoring begins.

Quality Assurance References

- ◆ ADEQ's *Credible and Scientifically Defensible Data Requirements* - www.azdeq.gov/environ/water/assessment/submissions.html
- ◆ EPA's *Guidance for Quality Assurance Project Plans* - www.epa.gov/quality1/qs-docs/g5-final.pdf
- ◆ *The Volunteer Monitor's Guide To Quality Assurance Project Plans* - www.epa.gov/OWOW/monitoring/volunteer/qappcovr.htm

Grant Cycle

Request for Grant Applications

The distribution of a Water Quality Improvement Grant Program Request for Grant Applications is the first step in each grant cycle and will be sent to everyone on the program's mailing list. The request and announces the approximate amount of funds available, application submittal due date, anticipated date awards will be made, a list of grant workshops, and other pertinent information specific to a grant cycle. It is also on the Water Quality Improvement Grant Program's website at www.azdeq.gov/environ/water/watershed/fin.html. You do not have to be on the mailing list to submit a grant application, but it will help assure that you have the most up-to-date materials. To be added to the mailing list, contact ADEQ staff (see *Staff Assistance* below) or add your name to the mailing list by visiting the website address listed above.

Grant Evaluation Process

The evaluation process begins after the grant application submittal deadline. During evaluations, your application will be held confidential. An evaluation committee will first review your application to ensure that it is eligible for funding (see *Eligible Applications*). ADEQ will notify applicants if the eligibility requirements are not met.

If your grant application meets all eligibility requirements, it will be evaluated based on the criteria below.

1. Scope of Work
 - ◆ Water Quality Problem
 - ◆ Action Plan
 - ◆ Expected Outcomes
 - ◆ Project Evaluation
 - ◆ Public Education, Outreach, and Partnership
 - ◆ Key Personnel
 - ◆ Location & Site Plan
2. Project Milestones
3. Water Quality Improvement Plan(s)
4. Budget
5. Compliance with the grant application process

In *Chapter 4 - Grant Application Package*, applicants will be asked to provide information that is linked to each of the criteria listed above. During the evaluation process, the technical evaluators and the evaluation committee will be guided by the information you provide. You may be requested to supply additional information and may also be asked to revise your application based on the new information submitted.

Applicants will be notified as to whether or not they received a grant award after the evaluation process is completed. Applications approved by ADEQ for grant funding will also be sent a Grant Agreement (contract) to sign.

After evaluations are completed, all applications and the associated evaluations will be made available to the public. ADEQ may determine that trade secrets or proprietary information may continue to be held confidential. 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 Director along with a copy to the Water Quality Improvement Grant Program Manager to the following address.

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, Arizona 85007

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

Staff Assistance

Workshops will be planned for each grant cycle and will be announced in the Request for Grant Applications. Upon request, staff may also be available to attend meetings and discuss the Water Quality Improvement Grant Program. Workshops are optional, but will help assure that you have the most up-to-date information available. Any questions concerning the grant manual, the evaluation process, or general program questions, should be directed to the Water Quality Improvement Grant Coordinator at the address and phone number below.

Grant Coordinator
ADEQ Water Quality Improvement Grant Program
1110 W. Washington St., 5415A-1
Phoenix, AZ 85007

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Water Quality Improvement Grant Manual



Chapter 2 – Watershed Management & Prioritization

Chapter 2

Watershed Management & Prioritization

Watershed Management

ADEQ is dedicated to preserving and protecting all of the state's water, whether it is threatened by point or nonpoint sources of pollution. Typical point sources include process discharges from publicly owned treatment works, discharges from industrial facilities, and discharges associated with stormwater runoff. ADEQ issues permits to manage point source discharges. Nonpoint source pollution, however, is polluted runoff from many different sources. It remains the nation's largest source of water quality problems. In Arizona, we recognize that a majority of water quality problems are caused by numerous diffuse sources of polluted runoff from agricultural lands, accelerated land erosion, residential areas, city streets, forests and degraded watershed conditions. The Water Quality Improvement Grant Program is one of the most important means available to control nonpoint source pollution. ADEQ strives to work with federal, state, tribes, nonprofit organizations, the environmental community, and local citizens to develop nonpoint source watershed management strategies to reduce nonpoint source pollution that degrades water quality in Arizona.

Watershed Approach

ADEQ's water quality management programs are implemented using a watershed approach to protect and restore water resources, encouraging local communities to target pollution reduction efforts in their watersheds. A watershed is the geographic delineation of an entire waterbody system and consists of all the land and waterways that drain into the same body of water. Watersheds come in all shapes and sizes; they cross county, state, and national boundaries. Smaller watersheds join with other watersheds to drain into larger watersheds; thousands of smaller watersheds drain into large rivers like the Mississippi or Colorado rivers.

Through the watershed approach, ADEQ manages the quality of Arizona's precious water resources by working within the natural boundaries of the state's watersheds rather than administrative or jurisdictional boundaries such as county lines and national forest boundaries. By working together with a diverse array of partners, ADEQ can identify and implement successful strategies to maintain and restore the chemical, physical, and biological integrity of our waters.

Arizona's Watersheds



A watershed is a geographic area draining to a common stream, lake or river. Watersheds are delineated by topography. To determine the boundaries of a watershed, ask the question, "if a drop of rain lands at a particular location, which way will it go?"

ADEQ refers to the watershed approach as a framework that recognizes the complex interrelationships of chemical, physical, and biological factors that comprise a watershed's ecology. The watershed focus will be used as a scientific basis for water quality management decisions. ADEQ understands the importance of protecting our increasingly scarce surface and ground water resources as they are a vital component to our livelihood and well-being. ADEQ's statewide watershed management framework is intended to provide a consistent, yet flexible, guide to achieving watershed protection.

Key components of the watershed framework:

- Defining watershed areas within the state
- Establishing a schedule under which ADEQ efforts can be coordinated and focused within individual watersheds in a sequential manner
- Combining public and private resources within individual watersheds to develop comprehensive watershed plans
- Fostering locally-led partnerships to guide the allocation of public and private resources to where they are needed most.

Identifying and Solving Water Quality Problems

Through state-wide watershed characterizations and monitoring, Arizona identifies threatened and impaired waters. Based on statewide monitoring, all lakes and streams are identified and assessed. If a waterbody is assessed as impaired, a total maximum daily load (TMDL) must be developed to help identify potential problems and pollutant loads. After the TMDL provides the diagnosis, an implementation plan (either a TMDL implementation plan or watershed-based plan) is developed as a community effort to help plan for restoration and protection. Lastly, the Water Quality Improvement Grant Program provides funds for water quality improvement projects. By working with partners within the state, community-led watershed partnerships, and other interested stakeholders, ADEQ is implementing voluntary efforts to manage nonpoint source pollution.

Step 1 - Monitor

Water chemistry, biological and bacteriological samples, and physical stream and lake measurements are collected to characterize water quality.

Step 2 - Assess

Every two years ADEQ is required to prepare and submit an integrated report, *Arizona's Integrated 305(b) Water Quality Assessment and 303(d) Listing Report*, to EPA that provides Arizona's surface water quality assessment and list of impaired waters to fulfill requirements of the Clean Water Act Sections 305(b) (assessments) and 303(d) (list of impaired waters). In addition, the report documents the studies and data analysis used in the water quality assessment and characterizes water quality by watershed. A surface water (or segment of surface water) is classified as "impaired" if water quality standards are repeatedly exceeded.

Stakeholders (watershed partnerships, all interested individuals, agencies, etc.) are involved in the following activities.

- Developing surface water quality standards;
- Assigning designated uses to the surface waters;
- Establishing criteria for determining “impaired” waters; and,
- Developing the 303d List of impaired waters.

The Integrated Report and impaired waters list can be found at www.azdeq.gov/environ/water/assessment/assess.html.

Step 3 - Total Maximum Daily Load (TMDL) Development

- Investigation of Impaired Waters – ADEQ collects monitoring data and other information to determine:
 - Probable sources, and
 - Pollutant loadings and reductions needed to meet standards.
- Site-specific Standards - If the investigation indicates that natural conditions are a significant source of pollutants, site-specific standards may be established as part of the TMDL study.
- Model Selection – ADEQ works with stakeholders in selecting a model or method to estimate the pollutant loadings and load reductions needed.
- Public Involvement - ADEQ conducts a series of public meetings to inform the public about the impairment and status of the TMDL study, and requests information about sources and other pertinent information. The draft TMDL is provided for public review and formal comment via the internet and public meetings. After initial stakeholder review, the draft TMDL is published in the Arizona Administrative Register for a final public review and comment period before sending it to EPA for approval.
- Final TMDL Approval – EPA must review and approve the final TMDL.

Total Maximum Daily Load (TMDL) is a term used to describe the amount of a pollutant that surface water can receive and still meet water quality standards.

The TMDL allocates a loading capacity to sources, accounting for natural background levels and seasonal variation, with an allocation set aside as a margin of safety.

Step 4 - Implementation Plan Development

An implementation plan must be developed which specifies water quality issues and management measures, resources needed, and includes a schedule for execution and evaluation. The goal of the plan is to identify management practices and create interest in project implementation. Ultimately, the goal is to reduce pollutant loading to a waterbody in order to meet the load reductions assigned in a TMDL. Ideally the plan is developed by interested stakeholders in the watershed with ADEQ’s technical assistance. Most implementation is voluntary so stakeholder commitment is essential. Opportunities for grant funds are enhanced by the development of an implementation plan.

Step 5 – Funding & Implementation

Projects are proposed and funded through ADEQ's Water Quality Improvement Grant Program or through other available funding options.

Step 6 – Effectiveness Monitoring

It is important to evaluate whether water quality improvements are being achieved. Water quality monitoring can quantitatively evaluate the effectiveness of the programs and actions taken to reduce loadings. Based on this effectiveness monitoring, ADEQ may need to revise the TMDL or work with interested stakeholders to revise the implementation strategies.

ADEQ actively requests and seeks the public's participation in identifying and solving water quality problems. Before action is taken, public meetings are held; and for draft documents, a public comment and review period is provided. Stakeholders can provide meaningful information and comments. Methods to keep stakeholders informed about water quality issues are constantly being sought.

Prioritization

The Water Quality Improvement Grant Program is committed to funding projects that result in the restoration of watersheds. In order to focus the limited dollars available, priority will be given to projects that are supported in various water quality improvement plans such as a total maximum daily load (TMDL) implementation plan or a watershed-based plan, which contain all nine EPA required plan elements (see *Nine Essential Elements*).

Beginning in 2004, priority will also be given to projects implemented to improve impaired (and not attaining) surface waters and projects that provide estimated load reductions. To find out if a stream or lake is impaired, visit ADEQ's website at www.azdeq.gov/environ/water/assessment/assess.html to obtain Arizona's latest *Integrated 305(b) Assessment and 303(d) Listing Report*. Review the Assessment Categories chapter and locate Category 5 (impaired waters) and Category 4 (not attaining waters) for lists of surface waters not meeting standards. Since quantitative measures of success to validate nonpoint source pollution reduction in Arizona's waterways are so important, ADEQ will rank projects with estimated load reductions higher than projects that do not have pollution reduction estimates. ADEQ's goal is to provide proof that the money we are providing through the Water Quality Improvement Grant Program is beneficial to water quality improvement in Arizona.

Total Maximum Daily Loads (TMDL)

The highest priority will be given to projects that execute strategies defined in a TMDL implementation plan. The Total Maximum Daily Load (TMDL) Program is designed to help an impaired stream or lake meet its water quality standards (sediment, metals, excessive nutrients, etc.) and support its designated uses, such as protection of aquatic life, drinking water and fish consumption. ADEQ, along with interested stakeholders, are responsible for the development of TMDLs and associated implementation plans. Section 303(d) of the Clean Water Act

established authority for the TMDL Program and guides ADEQ on how to develop these plans for waters that do not meet water quality standards. A TMDL is generally waterbody specific (i.e., stream, stream reach, lake) versus other plans that focus on larger watershed areas. To learn more about ADEQ's TMDL program and/or to find out the status of a particular TMDL, visit www.azdeq.gov/environ/water/assessment/tmdl.html or contact the TMDL Unit Supervisor at (602) 771-4468 or, toll free, (800) 234-5677, Ext. 771-4468.

Watershed-Based Plans

A watershed-based plan should define water quality issues, the source of those problems, and specific plans to address those concerns. By developing a big picture plan for watershed protection, management measures and implementation projects can be addressed more efficiently and effectively.

ADEQ continues to work with stakeholders to develop watershed-based plans for each of Arizona's watersheds. Watershed partnerships or other community groups should consider developing a watershed-based plan to gain a better understanding of the watershed needs to reach the long-term goal of holistic watershed management.

Nine Essential Elements

Based on EPA's 2004 Guidance, watershed-based plans and TMDL implementation plans must include nine key elements. Where the watershed-based plan is designed to implement a TMDL, these elements will help provide reasonable assurance that the load allocations identified in the TMDL will be achieved. However, even if a TMDL has not yet been completed, EPA believes that these nine elements are critical to assure that public funds to address impaired waters are used effectively. In broad terms, the elements that EPA requires for a watershed-based plan are:

- Element 1: Causes and sources
- Element 2: Expected load reductions
- Element 3: Management measures
- Element 4: Technical and financial assistance
- Element 5: Information/education component
- Element 6: Schedule
- Element 7: Measurable milestones
- Element 8: Evaluation of progress
- Element 9: Effectiveness monitoring

The elements necessary to have an acceptable watershed-based plan per EPA's guidance may overlap with elements required for planning documents developed for other local/state/federal agencies. If other planning documents or water quality improvement plans have been developed by or for other entities and contain the nine elements above, they may be used for priority grant funding.

To find out the status of a watershed-based plan in your watershed, check with your local watershed partnership (contact information can be located on the Watershed Partnerships Table available at www.azdeq.gov/environ/water/watershed/partnerships.html) or contact the Watershed Resource Specialist at (602) 771-4580 or, toll free, (800) 234-5677, Extension 771- 4580.

Summary

Actions recommended within a watershed-based plan or TMDL provide project ideas and projects which include activities identified in a watershed-based plan or TMDL implementation plan will be given priority.

Also, projects proposed to improve impaired or not attaining waters or projects proposed with estimated load reductions will rank higher than projects that do not involve impaired (or not attaining) waters and do not have projected quantitative measures of success.



Water Quality Improvement Grant Manual



Chapter 3 – Potential Project Ideas

Chapter 3 Potential Project Ideas

Best Management Practices

Best Management Practices (BMPs) are effective, practical, structural or nonstructural methods which prevent or reduce the movement of sediment, nutrients, pesticides and other pollutants from the land to surface and ground water. Implementation of BMPs offer site specific control of potential nonpoint source pollution. A thorough understanding of BMPs and the flexibility in their application are vitally important in selecting the right practice. With each situation, there may be more than one correct BMP for reducing or controlling potential nonpoint source pollution. Care must also be taken to select BMPs that are practical, economical, and appropriate to site conditions.

BMPs have been developed to guide landowners and land managers toward voluntary actions for improving water quality. ADEQ and EPA recognize the use of BMPs as acceptable methods to reducing nonpoint source pollution. The adoption and use of BMPs will provide the mechanism for attaining the following water quality goals:

- ◆ Maintain the stream channel integrity;
- ◆ Reduce the volume of runoff from land surfaces;
- ◆ Minimize the transport of pollutants; and,
- ◆ Stabilize soils through appropriate management.

The intent of this chapter is to promote better stewardship of water resources and delineates environmentally responsible land management practices which, when applied properly, minimize adverse impacts to surface and ground water. Watershed protection practices are voluntary and should be supported by a public water quality education and awareness program.

BMP & Project Ideas

Below are examples of BMPs and project ideas.

Runoff from Agricultural Lands

Agricultural runoff contains pollutants including nutrients, sediment, animal wastes, salts, and pesticides. Many practices can be used to control runoff and reduce the erosion and transport of sediment from agricultural fields. These practices include conservation tillage, contour strip-cropping, terraces, filter strips, sediment retention ponds, and grade stabilization structures.

Grazing

Implementation of deferred rotational grazing systems have been demonstrated to be effective in minimizing sediment discharges from rangelands impaired by over-utilization. Examples include installing erosion control structures, fencing to establish discrete pastures, and alternative watering locations and improvements to facilitate frequent movement of animal units.

Rangelands

Revegetation of native plant species may restore rangelands impaired from historic over-utilization or rangeland invaded by exotic invasive species which displace native plants and can cause accelerated erosion and discharges of sediment.

Conservation Tillage

Conservation tillage includes any tillage or planting system that maintains at least 30 percent of the soil surface covered by residue after planting. This BMP reduces soil erosion by water or wind. Surface residues decrease soil compaction from raindrops and provide soil cover during critical times in the cropping cycle.

Animals in the Waterway

Animal waste, including manure and urinary waste, can enter streams directly when cattle enter and wade around the water. Animals also trample streambanks, consume riparian vegetation, and damage fish habitat. Animal wastes deposited in waterbodies can accelerate eutrophication, contaminate water used for fishing, swimming, and drinking. Streambank fencing or alternative water source developments are ways to protect streams from livestock damage.

Contour Strips

Contour strip farming reduces erosion and sediment production, thus decreasing the transport of sediment and related pollutants to receiving waters. Under this practice, sloping land is farmed across the slopes to impede runoff and soil transport downhill.

Cattle Crossing

Stream crossings provide a controlled crossing or watering access point for livestock. By restricting cattle crossing to a limited area, streambank erosion and streambed trampling are reduced, protecting water quality and aquatic habitat.

Vegetated Buffers

Strips of vegetation established between the source of pollution and a waterbody reduces pollutants in runoff. These buffers vary in width and can be designed as a vegetated filter strip, a wetland, or a riparian area.

Logging Along Streams

Timber harvesting adversely impacts streams (if not done properly) by increasing stream water temperatures resulting from vegetation (shade) removal. In addition, residual logs, slash, litter, and soil organic matter can alter stream flows and adversely affect water quality by causing increased biochemical oxygen demand.

Retention/Detention Ponds

Constructed wetlands and multiple-pond systems remove pollutants by impounding runoff to control runoff rates. These ponds will settle and retain suspended solids and associated pollutants.

Roads

Surfaced and un-surfaced roads are major sources of sediment discharge. Access control and appropriate road design in critical watersheds can be used to control runoff and reduce the erosion and transport of sediment.

Streambank Revegetation

Preservation and protection of shorelines and streambanks can be accomplished through many approaches, such as soil bioengineering. Planting native grasses and trees are important structural components in controlling erosion caused by soil instability.

Construction

Construction sites, including roads, commercial and/or residential developments within a watershed, can be a source of sediment, petroleum products and other wastes. Installing erosion control structures such as sediment traps, grade stabilization, and filter strips can control sediment discharges from construction sites. In addition, wash down areas or truck-wash pads are specifically designed to prevent construction vehicles from transporting sediment from a construction site to roads and surface waters.

Onsite/Septic Disposal Systems

Aging and substandard onsite/septic waste disposal and treatment systems are potential sources of fecal coliform and nutrients to both surface and ground water resources. Replacement of failing systems that currently discharge to surface and/or ground water can reduce the amount of nonpoint source pollution.

Motorized transport

Significant portions of watershed recreation activities involve motorized transport. Managing access to and/or reducing motorized transport to decrease sediment discharges from areas degraded by OHV (off-highway vehicles such as quads and motorbikes) traffic can control erosion.

Recreation

Deposition of human excrement by boaters, rafters and campers on waterways can cause significant fecal coliform impairment. Pollution may be reduced by installing solar powered composting toilets, along with posting signs and conducting other various outreach efforts to raise public awareness.

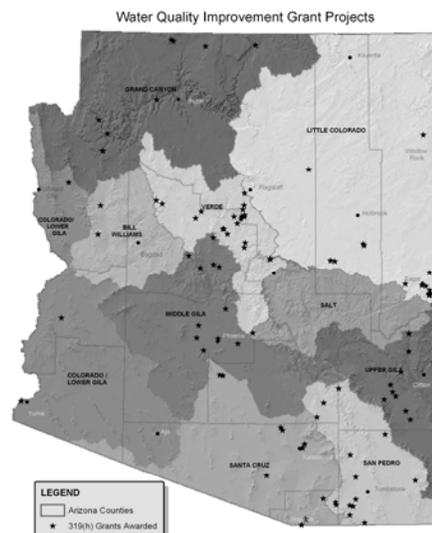
Project Examples

This list provides examples of types of implementation projects that have or may be funded under ADEQ's Water Quality Improvement Grant Program.

- Installing stream bank erosion control structures;
- Planting native grass strips to reduce soil erosion;
- Fencing off springs, streams, and riparian areas from cattle and/or wildlife;
- Stream crossing road closures with revegetation of riparian areas;
- Remediating abandoned mine tailings that are causing pollution to enter surface waters;
- Adding pipes and tanks to develop alternative water sources to minimize animal impact to surface waters;
- Reducing pesticides and sediment from cropland runoff; and,
- Implementing deferred rotational grazing management by building fences, corrals, and alternate water sources.

Remember, projects designed to comply with required permit responsibilities will not be funded.

Check out the ADEQ Water Quality Improvement Grant Program website at www.azdeq.gov/environ/water/watershed/fin.html for project ideas from previously awarded grants.



Note - These BMPs and project examples are offered only to stimulate ideas and are not meant to infer any commitment to being awarded funding. All of the projects listed above had an on-the-ground implementation component, an education/ outreach component, and demonstrated improvements to water quality or watershed conditions.

References

Below is a list of manuals and websites to locate other information on best management practices associated with nonpoint source management.

- ◆ *American Society of Civil Engineers information on stormwater best management practices* can be found at www.asce.org/community/waterresources/nsbmpdb.cfm.
- ◆ *Arizona's Nonpoint Source State Management Plan, Five Year Plan 2003-2008* can be found at www.azdeq.gov/enviro/water/watershed/nonpoint.html.
- ◆ *National Management Measures to Control Nonpoint Source Pollution from Forestry* can be found at www.epa.gov/nps/forestrygmt/index.html.
- ◆ *National Management Measures to Control Nonpoint Source Pollution from Agriculture* can be found at www.epa.gov/nps/agmm/index.html.
- ◆ *National Management Measures to Protect and Restore Wetlands and Riparian Areas for the Abatement of Nonpoint Source Pollution* can be found at www.epa.gov/owow/nps/wetmeasures/.
- ◆ *Nonpoint Education for Municipal Officials (NEMO)* can be found at www.srn.arizona.edu/nemo or contact the NEMO Coordinator at kuhlman@ag.arizona.edu.
- ◆ *Natural Resource Conservation Service Animal Feeding Operations (AFOs)* information can be found at www.nrcs.usda.gov/programs/afo/
- ◆ *United States Environmental Protection Agency Animal Feeding Operation (AFOs)* information can be found at www.epa.gov/agriculture/anafolaw.html



Water Quality Improvement Grant Manual



Chapter 4 – Grant Application Package

Chapter 4

Grant Application Package

Application Instructions

Before filling out the following Water Quality Improvement Grant application forms, the applicant should pre-plan the project and know:

- ◆ How the project needs to be structured;
- ◆ What the components are;
- ◆ When and what personnel are needed; and,
- ◆ How much it will cost to complete.

It is highly recommended that you attend a grant workshop and consult with ADEQ staff regarding any questions on the application forms.

Follow these guidelines when preparing the application:

- ◆ Read and familiarize yourself with all chapters of this manual. Make sure your proposed project can meet all of the described requirements.
- ◆ Complete the grant application package. Make sure to respond to all items and include all required schedules and attachments that are pertinent to your application. You can use the forms provided or create your own. If you substitute the forms, they must contain the same information as the ones in this chapter.
- ◆ Submit one (1) original and five (5) copies of the grant application package. Your package must be submitted in a sealed envelope or package. The original copy of the application should be clearly labeled “original” and must include the original *Grant Application Form* with an original ink signature by a person who is legally authorized to enter into an agreement on behalf of the applicant. The application should be in the sequence requested and include page numbers. *ADEQ will not provide any reimbursement for the cost of developing or presenting applications.* Failure to include requested information may result in the rejection of your application or may have a negative impact on the evaluation of the application.
- ◆ Submit the completed grant application package by the deadline (refer to the *Water Quality Improvement Grant Program Request for Grant Applications* for this current cycle). **Late applications will not be accepted.**
- ◆ Additional materials such as promotional brochures or examples of other programs should only be submitted if they directly relate to information requested in this grant application package.
- ◆ The Department may conduct discussions, request additional information, suggest changes to the application, and negotiate project price adjustments. If discussions/negotiations are conducted, applicants will be invited to modify their applications. ADEQ reserves the right to award grants for less monies than requested.
- ◆ ADEQ cannot accept submissions via fax or e-mail. The application must be physically delivered or mailed in paper copy.

The grant application is made up of seven parts:

- ◆ **Part I** - Grant Application Form and Signature Page;
- ◆ **Part II** - Executive Summary;
- ◆ **Part III** - Scope of Work;
- ◆ **Part IV** - Project Milestones;
- ◆ **Part V** - Water Quality Improvement Plan(s);
- ◆ **Part VI** - Budget;
- ◆ **Part VII** - State Historic Preservation Office (SHPO) Form.



The application is set up with electronic interactive forms to make it easier for you to provide the requested information. You can either print the forms and hand-write your responses on the form or type the information in the shaded fields and mark the shaded check boxes. For applications completed electronically, use the tab key or arrow keys to move from one shaded field to another, or click a shaded field with your mouse.

Follow the instructions within each category and address each of the seven parts for a complete application. Use as many pages as necessary and attach additional information as needed.

Part I - Grant Application Form and Signature Page

Fill in answers for the requested information.

Part II - Executive Summary

Please provide an executive summary of your project. An executive summary is a synopsis of the key points of your proposed project plan. The summary previews the main points of your project, enabling readers to build a mental framework for organizing and understanding the detailed information in your application. The executive summary is a miniature business plan.

Part III - Scope of Work (A-G)

Section A – Water Quality Problem(s)

- A-1 Problem: Describe the water quality problem or issues your proposal will manage or eliminate. Clearly identify the cause(s) and source(s) of nonpoint source pollution your project addresses. Explain how your project will improve and/or protect water quality.
- A-2 Pollution sources (primary and secondary): Identify the primary and secondary pollution sources being addressed by the project. Please refer to **Appendix A**, Pollution Sources, for numerical identification and name to be used in primary (bolded selections) and secondary pollution source tables. Also estimate the percent of project area that the pollution source affects. Note that you might only have one pollution source (i.e. agriculture) that affects 100% of the project area.

Section B - Action Plan

- B-1 Plan of Action: Explain how the project remedies, solutions, specific actions or best management practices will be implemented to control nonpoint source pollution and restore natural resources. Provide attachments, maps or pictures to clarify and describe exactly what you plan to do and how you plan to do it (i.e., reseed, replant, and install fencing).

B-2 Method(s) of Approach: Fill in the appropriate numeric code. Refer to **Appendix B** for selecting acceptable numeric codes that best describe the activities that will be carried out to improve water quality. The list of activities (Nonpoint Source Functional Category of Activity) is intended to identify the principal or main approach, remedy, or solution that will be used to achieve the objectives of the project.

B-3 Management Measures

- a. Project site(s): Identify the project site area by name and/or number. Your project may only have one project site area; however you may select up to five (5) distinct project site areas or locations.
- b. Best Management Practices (BMPs): Identify the best management practices that will be implemented. Best Management Practices are methods that have been determined to be effective and practical as a means to preventing or reducing nonpoint source pollution. Refer to **Appendix C** for a list of best management practices.
- c. Pollutant Type: Refer to **Appendix D** and identify the type of pollutant that will be controlled by implementing BMPs at each project site.
- d. ****Optional**** - Load Reduction Estimate: If nitrogen, phosphorus, or sediment is identified as a pollutant type, please provide an estimate of the expected load reduction if your project is implemented. Estimates should be presented for each project site area. Nitrogen = lbs/year, phosphorus = lbs/year, sediment = tons/year.

Remember, projects proposed with estimated load reductions will rank higher than projects that do not have projected quantitative measures of success (see Chapter 2, Prioritization).

Section C - Expected Outcomes

C-1 Goals: Explain the specific, measurable outcomes of the project. List these objectives in numerical order with the first objective having the most important outcome. Specific water quality goals should be identified with an estimate of the nonpoint source pollution reductions expected as a result of the project. Provide justification that the cost of implementing the project is reasonable for the benefits provided toward improving water quality.

C-2 Project Longevity: Estimate how long you expect the project to reduce pollution. If maintenance will be required to maintain the project's effectiveness, how will you assure the appropriate operation and maintenance (see 3.14 of the *Grant Agreement*) will be done? What is your level of commitment to maintenance of project benefits and/or capital improvements?

Section D - Project Evaluation

Explain how you will measure your project's effectiveness or how you will know if your project is successful. This could include photo monitoring, field surveys, water quality sampling, and/or laboratory analysis. Refer to *Chapter 1, Quality Assurance*, regarding water quality data requirements.

Section E - Public Education, Outreach, and Partnerships

- E-1 Education and Public Outreach: Each project must have a component of education and public outreach. Explain how applicants will enhance the public's understanding of the project, nonpoint source pollution issues, and water quality.
- E-2 Partnerships: Provide information about partnerships with other organizations that will assist in accomplishing your project. Identify entities that will provide matching support, either monetary or in-kind. Please provide verification of donated match, indicating the entity providing match and how much (hours, dollars, etc.) will be contributed to the project.

Section F - Key Personnel

Identify the people who will be working on or with the project. Describe the qualifications of the key project manager and any other key personnel involved in the project. Focus on the skills and/or knowledge needed to accomplish the project. If subcontractors will be hired, describe the minimum qualifications that will be required for selection. *If awarded a grant, you must follow the Disadvantaged Business Requirements (minority business enterprises, women owned business enterprises, and small business concerns) when obtaining quotations.*

Section G - Location & Site Plan

- G-1 Map: All applicants must provide project location information. Every grant application must include a location map with the site(s) identified. This map should identify the precise location(s) of the project. A U.S. Geological Survey (USGS) 7.5 minute map is recommended (geography.usgs.gov/partners/viewonline.html, www.mytopo.com/search.cfm or www.topozone.com). (Most USGS maps show an area that spans 7.5 minutes of latitude and 7.5 minutes of longitude, and is usually named after the most prominent feature in the quadrangle.)
Reviewers must be able to locate the project, and/or proposed project area with the information provided. (Latitude/Longitude information is always the most precise and easiest way to locate a project.) Please submit more than one map, if necessary, and attach any additional information for clarification.
All maps should be on 8 ½ x 11 paper and include:
- ◆ The project title;
 - ◆ Scale of the map;
 - ◆ USGS map identifiers (identifying information located in the bottom right - name, provisional edition date, and north-west identifiers); and,
 - ◆ Directional arrow.
- G-2 Site Plan: A site plan must be submitted if there is any site development as part of the project, such as fencing and planting. If applicable, use the map provided to identify your site plan. In the case of habitat development/restoration, the plan must include lists and locations of species to be planted. Reference your site plan (maps, drawings, etc.) throughout the grant application.
- G-3 County: Identify the county where project is located.
- G-4 Watershed Name(s): Provide the name of the watershed. Refer to the map on page 9 if necessary to identify your watershed(s).

- G-5 HUC Code (USGS): Identify the Hydrologic Unit Code(s) (HUC) for your project(s). A HUC Code is the USGS designation for the geographic area or watershed affected by the project or pollution source. The HUC is an eight-digit number that identifies the four hydrologic levels—regional, sub-regional, accounting, and cataloging—into which the country has been divided for water resource planning and data management purposes. HUC Code information can be found at the EPA “Surf Your Watershed” website (cfpub.epa.gov/surf/locate/index.cfm).
- G-6 Land Ownership: Identify who owns the land on which the project is located. Is the property (land) owned by federal or state government, BLM, Forest Service, private, tribal, etc.? Please list all that apply.
- G-7 Current Land Use: Please list, and explain if necessary, all applicable land uses (recreation, cattle grazing, open range, crops, etc.)
- G-8 Size and Total of Project Site(s): List the size (in acres) for each project site location (*refer to Part III, Section B-3a*), and the total acres for the entire project.
- G-9 Waterbody Type(s): Please select all applicable waterbody types from the following list (enter as many as appropriate):
- | | |
|--------------|----------------|
| Ground water | Lakes |
| Ponds | Rivers/Streams |
| Reservoirs | Streams |
| Wetlands | Other |
- G-10 Affected Waterbody/Stream Name(s): Provide the name for the affected water(s).
- G-11 Impaired Water(s): Please indicate (yes or no) whether the affected water body is impaired or not attaining water quality standards. Please refer to the ADEQ website for a list of impaired (Category V) and not attaining (Category IV) waters (www.azdeq.gov/environ/water/assessment/305-02.html).

Remember, projects implemented to improve impaired (and not attaining) waters will be given priority (see Chapter 2, Prioritization).

- G-12 Length of Stream: What is the length of stream through the project area (if applicable)?
- G-13 Miles of Stream Benefited: Estimate the miles of stream that will benefit from the project (if applicable).
- G-14 Acres of Riparian Habitat: Estimate the acres of riparian habitat benefited by the project (if applicable).

Part IV - Project Milestones

All applications must include a schedule of project milestones with estimated completion dates. Milestones are significant events or tasks, including deliverables, which will occur throughout the implementation of the proposed project. The schedule of milestones will be used to track the progress of approved projects. If your project will take longer than 2 years, your schedule should provide adequate justification on why it will be longer.

Column 1: *Task Description/Deliverables*: Describe in detail, each task that you will perform to accomplish your objectives for a successful project. For example: Task # 1 = Execute Contract with ADEQ; Task # 2 = Submit Quality Assurance Project Plan. List the tasks in chronological order according to the proposed completion date.

- Column 2: *Completion Date:* Enter the estimated date for completion in relationship to the tasks identified. Many practices will be ongoing throughout the project period and may be identified as “ongoing.”
- Column 3: *Percent Complete:* Leave this column empty. This column will be used for quarterly reporting to track progress. If awarded, you will submit a project milestones form with every quarterly report and reimbursement request. For example, when a task is completed, you will identify it as “100%” complete.

Part V - Water Quality Improvement Plan(s)

1. Please indicate if your project addresses a management or restoration strategy identified in a watershed-based plan, TMDL implementation plan, or other plan by checking the appropriate box and provide the title of the plan if applicable.
2. Identify how your project supports the goals and objectives of the plan.

Remember, priority will be given to projects that are supported in various water quality planning documents such as a watershed-based plan or TMDL implementation plan. Refer to Chapter 2 for more information regarding watershed-based plans and TMDLs.

Part VI - Budget

Accurate cost estimates should be developed based on the anticipated costs of completing the project within the appropriate time schedule. This form may be duplicated, expanded, or recreated on your computer.

Grant and Match Expenditures

You may add or customize categories in order for the budget to make sense for your individual project. It is important to account for all the costs associated with the proposed project. For grant application purposes, only fill in the original budget column. The other columns and instructions below will be used when completing and submitting quarterly reports and requests for reimbursement, if your project is awarded. Fill in amounts for the bolded items only.

Administrative Costs: Management and overhead (indirect) costs. Remember, the total administrative costs charged to ADEQ cannot exceed 10% of the total amount requested. Subcontractors and consultants working on this project must also conform to the 10% administrative cost limit if you will be paying them with ADEQ funding.

Project Administration: Document the amount associated with project administration.

Direct Costs: All costs associated with the project minus administrative and personnel (e.g. construction, equipment, materials).

Equipment: Account for any equipment which may be leased or purchased. Establish a cost estimate for any equipment usage including time estimates, such as computer usage.

Supplies: Include the cost for supplies, materials, paper, pens, rock, cement, etc.

Other: Include and specify costs for outside services, subcontracts, and any other costs associated with your project not listed above.

Personnel Costs: Costs associated with personnel who are to be involved in the proposed project. Compensation for personal services covers all proposed amounts to be paid or accrued by the organization for services rendered to the project.

Salaries: List these costs by job classification (e.g. laborer, project scientist, hydrologist, foreman, volunteer etc). Job classification cost per hour, multiplied by the number of hours, equals the total cost.

Subtotals: Add and total each column/category for grant and match expenditures.

Total Expenditures: Add and total subtotals for both grant and match expenditures.

Match Requirement

The total nonfederal match must be at least 40% of the total project cost (total expenditures). Any donated match must be explained in full detail in *Part III, Section E* of the grant application.

Examples

- You have estimated your costs, developed your budget, and have determined that your *total expenditures* (includes grant funds and matching funds) will be \$100,000.

$$\text{Multiple } \$100,000 \text{ by } 40\% = \$40,000$$

Based on the example above, you must contribute \$40,000 in nonfederal match to the project. Your grant expenditures will subtotal \$60,000. The total project will cost \$100,000.

- You have estimated your costs, developed your budget, and have determined that you need \$100,000 *from ADEQ* to complete your project.

$$\text{Step 1: Divide } \$100,000 \text{ by } 60 = \$1,666.67$$

$$\text{Step 2: Multiply } \$1,666.67 \text{ by } 40 = \$66,666.67$$

Based on the example above, you will need \$66,666 in nonfederal match. Your grant expenditures will subtotal \$100,000 and your match expenditures will subtotal \$66,666. The total project will cost \$166,666.

Part VII - State Historic Preservation Office (SHPO) Form

This form is mandatory for any projects submitted to the ADEQ Water Quality Improvement Grant Program. Please fill in answers for the requested information.

Grant Application

Part I - Grant Application Form and Signature Page

Arizona Department of Environmental Quality Water Quality Improvement Grant Program <i>Grant Application Form</i>									
Project Title - Please limit the length of the title to one line.									
Project Description - The project description should identify the type of project and the name of the waterbody and/or ground water basin that the project will improve.									
Authorizing Agency - Enter the name of the company, agency, or tribal authority who is applying for the grant. Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____	Authorized Agency Contact - Enter the name of the person who will be accepting responsibility for the terms and conditions of the Grant Agreement. This person must sign the signature page. Name: _____ Title: _____ Phone #: _____ Fax #: _____ E-mail: _____								
Project Manager - Enter the name, title and contact information of the individual who will have the day-to-day knowledge of the project and should be contacted if clarification is required:									
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Name: _____</td> <td style="width: 50%;">Title: _____</td> </tr> <tr> <td>Address: _____</td> <td>Phone #: _____</td> </tr> <tr> <td>City: _____</td> <td>Fax #: _____</td> </tr> <tr> <td>State: _____ Zip Code: _____</td> <td>E-mail: _____</td> </tr> </table>		Name: _____	Title: _____	Address: _____	Phone #: _____	City: _____	Fax #: _____	State: _____ Zip Code: _____	E-mail: _____
Name: _____	Title: _____								
Address: _____	Phone #: _____								
City: _____	Fax #: _____								
State: _____ Zip Code: _____	E-mail: _____								
Project Period <input type="checkbox"/> 0 - 2 Years (Preferred) <input type="checkbox"/> Greater than 2 years – (Provide justification in Part IV, Project Milestones)									
Project Costs Funds Requested: \$ _____ Matching Funds: \$ _____ Total Project Cost: \$ _____	Location Information Latitude _____ Longitude _____ Hydrologic Unit Code _____ (See Part III – Scope of Work, Section G-5)								
Are you or your organization currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity? <input type="checkbox"/> Yes <input type="checkbox"/> No									

Signature Page

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and scope in this grant application. Signature certifies understanding and compliance with the application attached hereto. ADEQ may approve the grant application with modifications to scope, methodology, schedule, final projects and/or budget.

Authorized Signature _____ Date _____

Print Name _____ Company/Agency _____

Title _____

The Grant Application Form must be signed by the individual legally authorized to act on behalf of the applicant in conducting all official business relating to the project. Signing this form and submitting a grant application package, certifies that the applicant has authority to enter into the agreement, accept funding, and fulfill the terms of the proposed project if approved. Applicant is required to read the Water Quality Improvement Grant Agreement Terms & Conditions and be legally authorized to enter into an agreement with ADEQ.

Part II - Executive Summary

Part III - Scope of Work (A-G)

Section A – Water Quality Problem(s)

A-1 Problem:

A-2 Pollution sources (primary and secondary):

Primary Pollution Source

Select a maximum of five (5) from the BOLD selections in Appendix A .		
#	Name	% of Project Area
1 st - _____	_____	_____ %
2 nd - _____	_____	_____ %
3 rd - _____	_____	_____ %
4 th - _____	_____	_____ %
5 th - _____	_____	_____ %

Secondary Pollution Source

Choose all appropriate pollution sources that apply from Appendix A - (Do not include bolded entries from primary category)		
#	Pollutant #	% of Project Area
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Section B - Action Plan

- B-1 Plan of Action: _____
- B-2 Method(s) of Approach: _____
- B-3 Management Measures
 - a. Project Site (area 1): _____
 - b. BMPs: _____
 - c. Pollutant Type: _____
 - d. Load Reduction Estimate: _____

-
- a. Project Site (area 2): _____
 - b. BMPs: _____
 - c. Pollutant Type: _____
 - d. Load Reduction Estimate: _____
-

- a. Project Site (area 3): _____
 - b. BMPs: _____
 - c. Pollutant Type: _____
 - d. Load Reduction Estimate: _____
-

- a. Project Site (area 4): _____
 - b. BMPs: _____
 - c. Pollutant Type: _____
 - d. Load Reduction Estimate: _____
-

- a. Project Site (area 5): _____
 - b. BMPs: _____
 - c. Pollutant Type: _____
 - d. Load Reduction Estimate: _____
-

Section C - Expected Outcomes

- C-1 Goals: _____
- C-2 Project Longevity: _____

Section D - Project Evaluation

Section E - Public Education, Outreach, and Partnerships

- E-1 Education and Public Outreach: _____
- E-2 Partnerships: _____

Section F - Key Personnel

Section G - Location & Site Plan

- G-1 Map: _____
- G-2 Site Plan: _____
- G-3 County: _____
- G-4 Watershed Name(s): _____
- G-5 HUC Code (USGS): _____
- G-6 Land Ownership: _____
- G-7 Current Land Use: _____
- G-8 Size and Total of Project Site(s): _____ and _____
- G-9 Waterbody Type(s): _____
- G-10 Affected Waterbody/Stream Name(s): _____
- G-11 Impaired Water: Yes No
- G-12 Length of Stream (if applicable): _____
- G-13 Miles of Stream Benefited (if applicable): _____
- G-14 Acres of Riparian Habitat (if applicable): _____

Part IV - Project Milestones

Task Description/Deliverables	Completion Date	Percent Complete
Task # 1= _____	_____	_____
Task # 2= _____	_____	_____
Task # 3= _____	_____	_____
Task # 4= _____	_____	_____
Task # 5= _____	_____	_____
Task # 6= _____	_____	_____
Task # 7= _____	_____	_____
Task # 8= _____	_____	_____
Task # 9= _____	_____	_____
Task #10= _____	_____	_____

Part V - Water Quality Improvement Plan(s)

1. Please select one of the following (See *Chapter 2* for additional information.):

- Watershed-based plan in development
- Watershed-based plan has been completed
- TMDL implementation plan in development
- TMDL implementation plan has been completed
- Other plan which contains all required elements identified in *Chapter 2*.
- N/A; no plan

Title: _____

2. How does your project support the goals and objectives of the plan? _____

Part VI - Budget

ADEQ Grant Award #

Project Title:

Time Period: From

To

Grant Expenditures	Original Budget	Prior Expenditures	Current Expenditures	Cumulative Expenditures	Budget Remaining
Admin. Costs (10% max)					
Project Admin.				\$0.00	\$0.00
				\$0.00	\$0.00
Direct Costs					
				\$0.00	\$0.00
Equipment				\$0.00	\$0.00
				\$0.00	\$0.00
Supplies				\$0.00	\$0.00
				\$0.00	\$0.00
Other				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Personnel					
Salaries				\$0.00	\$0.00
				\$0.00	\$0.00
Sub-totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Match Expenditures	Original Budget	Prior Expenditures	Current Expenditures	Cumulative Expenditures	Budget Remaining
Admin. Costs					
Project Admin.				\$0.00	\$0.00
				\$0.00	\$0.00
Direct Costs					
				\$0.00	\$0.00
Equipment				\$0.00	\$0.00
				\$0.00	\$0.00
Supplies				\$0.00	\$0.00
				\$0.00	\$0.00
Other				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Personnel					
Salaries				\$0.00	\$0.00
				\$0.00	\$0.00
Sub-totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Part VII - State Historic Preservation Office (SHPO) Form

Any Arizona Department of Environmental Quality (ADEQ) action, including grant projects paid in-part with ADEQ funds, on state, federal, or private lands that may impact historic properties (i.e., any prehistoric or historic-period district, site, building, structure, or object included in, or eligible for inclusion in the State Register of Historic Places) require consultation with the State Historic Preservation Office (SHPO) pursuant to the State Historic Preservation Act (ARS 41-861 to 864). ADEQ is legally responsible for making determinations and findings. In order to make informed decisions and facilitate consultation with SHPO, ADEQ requires applicants to provide the “project related” information requested below. By working together, we can seek out ways that “the historical and cultural foundations of this state can be preserved as a living part of our community life and development” (State Historic Preservation Act).

Please prepare and answer the following questions pertaining to historic properties and preservation. Add map(s), drawings and pictures where appropriate.

I. Project Location and Area:

- County: _____
- Township, Range and Section: _____
- Nearest Town or City: _____
- Describe the conditions of the land in the project area: _____

Attach a copy a USGS topographic map (*See Part III – Scope of Work, Section G-1*) with the project area clearly marked. On the map, please specify the area(s) where impacts will occur.

II. Project Description:

- Describe the buildings or structures within project area and their age: _____
- Describe any ground-disturbing activities: _____
- Generally speaking, can this project impact historical properties, should they be present?
 Yes No

III. Describe the steps taken to identify historic properties in the project area:

- Has the project area been previously surveyed to determine the presence or absence of historic properties? Yes No (If yes, include report.)
- Are buildings, structures, or objects that are 50 years old or older present in the project area? Yes No (If yes, include description.) _____
- Are any prehistoric or historic-period archaeological sites present? Yes No (If yes, please list and briefly describe.) _____
- What does the state or federal land manager, if any, say about historic properties present in the project area? _____ (Attach letter if available.)
- What efforts, if any, would be reasonable to complete in determining the presence or absence of historic properties? _____

IV. In the applicant's opinion, which determination listed below is appropriate for this project based on the information presented above:

- No impacts/ historic properties not present
- No impacts/ historic properties present. Describe how historic properties will be avoided or protected: _____
- Negative impacts to historic properties. Suggest treatment measures: _____
- Positive impacts to historic properties. Describe: _____

For SHPO Use Only - Record of Consultation

SHPO advises ADEQ on the completeness of identification effort, determination of effect, and any proposed treatment measures.

- ___ Concur with determination
- ___ Do not concur with determination
- ___ Request More Information
- ___ Recommend that the project area be surveyed to determine the presence or absence of historic properties by a qualified professional
- ___ Additional comments below:

Signed: _____

Date: _____



Checklist

This *Check List* is provided to assist you in submitting your application and does not need to be submitted. Complete and submit the following items and supply the requested information.

- Part I - Grant Application Form and Signature Page** (*Authorized person must sign.*)
- Part II - Executive Summary**
- Part III - Scope of Work (A-G)**
 - Section A - Water Quality Problem*
 - Section B - Action Plan*
 - Section C - Expected Outcomes*
 - Section D - Project Evaluation*
 - Section E - Public Education, Outreach, and Partnerships*
 - Section F - Key Personnel*
 - Section G - Location & Site Plan*
- Part IV - Project Milestones**
- Part V - Water Quality Improvement Plan(s)**
- Part VI - Budget**
- Part VII - State Historic Preservation (SHPO) Office Form** (*Authorized person must sign.*)

Combine the forms and information requested above. This is your complete **Grant Application Package**. **Make five (5) copies of this package.**

*** * * Important * * ***

If you prepare your application using a computer, please also submit a single copy of your proposal on a disk (along with the original and five (5) paper copies mentioned above). *One paper copy of the application submitted MUST contain an original signature and be clearly labeled "original."*

Mail or deliver your grant application package (one original and five (5) copies), in a sealed envelope or package, clearly marked with the following information, "Water Quality Improvement Grant Application" and "the deadline date." See example below. ADEQ cannot accept applications via fax or e-mail.

Water Quality Improvement Grant Application
Deadline: Month/Day/Year
Attention: Grant Coordinator
1110 W. Washington Street, 5415A-1
Phoenix, AZ 85007



Water Quality Improvement Grant Manual



Chapter 5 – After the Award

Chapter 5 After the Award

Duties & Responsibilities

Applicants will be notified in writing as to whether or not they received a grant award after the evaluation process is completed. If the applicant is awarded a grant, this letter will be accompanied by two original Grant Agreements.

The applicant is required to do the following after they are notified of a grant award.

- ◆ Sign **both** original Grant Agreements and return to ADEQ within 30 days of receipt. ADEQ will execute the Grant Agreement and return an original to the applicant (now referred to as the Grantee). An example copy of the Grant Agreement is included in this chapter.
- ◆ Submit a Certificate of Insurance (described in the *Grant Agreement Terms and Conditions* 6.2).
- ◆ 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 (see *Grant Agreement Terms and Conditions* 3.5).
- ◆ Establish a separate bank account for the deposit of grant funds, carrying the name and number of this project (see *Grant Agreement Terms and Conditions* 4.3.1).
- ◆ Be aware of and comply with the *Disadvantaged Business Requirements* located at the end of this chapter. If you will be using sub-contractors to perform work under the Grant Agreement, you must make an effort to recruit disadvantaged businesses, document those efforts, and report this information to ADEQ annually.
- ◆ Use the Instructions for *Record Keeping Requirements* as a guideline for maintaining adequate financial records. A status update or narrative report and budget must be submitted to ADEQ on a quarterly basis. A copy should be maintained by the Grantee in their project file.
- ◆ Use the *Request for Reimbursement* form to request grant funds from the Department.

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

Record Keeping Requirements

1. A file must be dedicated to this grant agreement and all records relevant to this project shall be retained by the Grantee for five (5) years after the final report is submitted.

2. Quarterly reports shall be submitted on a calendar quarterly basis. All quarterly reports and/or payment requests shall include, but are not limited to: a *Budget*, a narrative progress report, and a *Request for Reimbursement* (as applicable).
 - A. The *Budget* must track the approved budget (provided as Appendix A in the Grant Agreement) and report the budget expenditures (grant expenditures and match expenditures) for the current period and cumulatively. (A *Sample Record Keeping Report* has been provided for your reference.)
 - B. The narrative progress report shall adequately discuss progress in completing the approved *Project Milestones* and discuss any delays or problems preventing expeditious completion of the project. *Reimbursements will only be made if quarterly status reports are up-to-date.*
3. Reports must be sent to ADEQ no later than 30 calendar days after the close of the quarter. Reports shall be in electronic format (on either a 3.5 inch virus-free disk or sent via e-mail). A paper copy of the reports shall be provided to ADEQ in addition to the electronic submittal.
4. The Grantee is responsible for maintaining all records including supporting documentation adequate to demonstrate that costs claimed have been incurred, are applicable to the Grant, and comply with applicable cost principles. For any budget expenditures, the following documentation, if applicable, will be maintained by the grantee and made available to ADEQ upon request.
 - A. Fringe Benefit detail and explanation.
 - B. An itemization of per diem rates, equipment rental/usage rates, etc.
 - C. Copies (or originals) of time sheets for employees and/or volunteers, with employee's and supervisor's signatures, noting dates, hours, and projects worked.
 - D. Copies (or originals) of logs/schedules for equipment usage. Signed statements noting fair market value for in-kind donations of materials or supplies.
 - E. Copies or originals of invoices for materials, supplies, equipment, etc.

Note: All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement. ADEQ has the right to disallow contributions determined inappropriate or unreasonable.

5. At the end of the project, a final budget report or *Record Keeping Report* and final narrative report must be submitted and approved by ADEQ. 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. ADEQ will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled.



**Water Quality Improvement Grant Program
Grant Agreement EV05-0021**

Example

Project Title:
Expiration Date:
Dollars Matched:
Dollars Awarded:

Between
Arizona Department of Environmental Quality
and
XXXXXXXXXXXXXXXXXXXX

This Grant Agreement is established between the State of Arizona Department of Environmental Quality, located at 1110 West Washington Street, Phoenix, Arizona 85007 (“ADEQ” or “Department”) pursuant to Arizona Revised Statutes (A.R.S.) § 41-2701 et. seq. and A.R.S. § 49-104 and (xxxxxxxxxxxxxxxx) (“Grantee”). This Grant Agreement incorporates the following documents: the ADEQ Water Quality Improvement Grant Program Request for Grant Applications (EV05-0021), the 2004-2007 Water Quality Improvement Grant Manual, the grant application as submitted by the applicant including any written clarifications, the Water Quality Improvement Grant Agreement Terms and Conditions contained herein and Appendix A, Approved Project Budget, contained herein.

Special Conditions:

In witness whereof the parties hereto agree to carry out the terms of this Grant Agreement.

Arizona Department of Environmental Quality	Grantee
<u>Karen Smith, ADEQ Water Quality Division Director</u> Typed Name and Title	_____ Typed Name and Title
_____ Signature of Authorized Individual	_____ Signature of Authorized Individual
Date:	Date:

**Water Quality Improvement 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 “**Days**” means calendar days unless otherwise specified.
- 1.4 “**Department**” means the Arizona Department of Environmental Quality (ADEQ).
- 1.5 “**Director**” means the Director of ADEQ.
- 1.6 “**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.
- 1.7 “**Grant Agreement**” means the RFGA (including the manual referenced in the RFGA) and the application (including any revisions requested by the Department) and any Grant Agreement Amendments.
- 1.8 “**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.
- 1.9 “**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.
- 1.10 “**Grantee**” means an applicant that is awarded a Grant Agreement.
- 1.11 “**Manual**” means the Water Quality Improvement Grant Manual.
- 1.12 “**Records**” means all books, accounts, reports, files and other records relating to this Grant Agreement.
- 1.13 “**Request for Grant Applications**” means the document the Department utilizes to request applications.

1.14 **“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 by the Grantee by executing a Grant Agreement Amendment (see 5.1, Grant Agreement Amendments).
- 3.4 **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.

- 3.5 **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.

- 3.6 **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."
- 3.7 **Recycled Materials.** To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet.
- 3.8 **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 State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.9 **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.
- 3.10 **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.
- 3.11 **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.
- 3.12 **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.
- 3.13 **Disadvantaged Business Requirements.** The U.S. Environmental Protection Agency mandates Grant Agreements funded by federal money include requirements relating to Minority Business Enterprises (MBE), Women owned Business Enterprises (WBE) and

Small Business Concerns (SBE). The Grantee shall comply with these requirements contained in the grant manual.

- 3.14 **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.

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 are 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, and 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.*** Every payment obligation of the Department under this Grant Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated, allocated, or available for the continuance of this Grant Agreement, this Grant Agreement may be terminated by the Department at the end of the period for which funds are available. No liability shall accrue to the Department in the event this provision is exercised, and the Department 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 Grantee shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of the Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Grantee from and against any and all claims. It is agreed that the Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Grant Agreement, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Grantee for the Department.

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.
- 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.

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

- 6.2.1.1 *Commercial General Liability – Occurrence Form*

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
- Blanket Contractual Liability – Written and Oral \$1,000,000

- Fire Legal Liability \$ 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 insureds 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.

6.2.1.2 *Worker's Compensation and Employers' Liability*

Workers' Compensation	Statutory
Employers' Liability	
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 subcontractor 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 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 insureds under its policies or Grantee shall furnish to the Department separate certificates and endorsements for each subcontractor. All coverages 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 supplies 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. 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.

Request for Reimbursement



Arizona Department of Environmental Quality
1110 W. Washington Street, MD5415A-1
Phoenix, AZ 85007

Grant Recipient: _____
 Grant Recipient Address: _____
 ADEQ Grant Award # _____
 Project Title: _____

Quarterly Report
 Final Report
 Other

Time Period: From _____ To _____

Please include copies of equipment purchases, time sheets and other accounting documents if applicable.

Identify Completed Tasks

Total \$ for time period

Grant Amount = \$ _____
 Match Amount = \$ _____
 Total Amount = \$ _____

Grantee's Certification:

I certify that this report and supporting documentation has been examined by me, and to the best of my knowledge and belief, the reported expenditures are valid, based upon our official accounting records (books of account) and are consistent with the terms of the Grant Agreement.

It is also understood that no Federal Government funds and/or in-kind services have been used to meet the requirements of match funds shown above.

Authorized Signature _____

Date _____

Title _____

ADEQ Project Manager Certification:

- Performance satisfactory for payment.
- No payment due.

Comments:

 Project Manager Signature / Date

Disadvantaged Business Requirements

It is United States Environmental Protection Agency (EPA) policy that recipients of EPA financial assistance award a fair share of contracts/procurements to Minority Business Enterprises (MBE), Women owned Business Enterprises (WBE) and Small Business Concerns (SBE). Because each is a separate entity, the objective is to assure that each of these three business entities is given the opportunity to participate in the procurement process.

Small Business Administration
 2828 North Central Avenue
 Phoenix, AZ 85004-1093
 Phone: (602) 745-7200
 Fax: (602) 745-7210

1. Fair Share Goals:

The United States Environmental Protection Agency, after negotiation with the State of Arizona, has established the Fair Share Goals given below for the percentage of federal monies to be spent in procurements from MBEs and WBEs. No Fair Share Goals have been established for SBEs.

	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>
MBE	8%	9%	14%	11%
WBE	10%	12%	19%	15%

2. Six Affirmative Steps:

If Contractors propose to use subcontractors to perform work under the Contract, Contractors are required to use the Six Affirmative Steps listed below in recruiting subcontractors.

- a. Include qualified SBEs, MBEs, and WBEs on solicitation lists;
- b. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- c. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of SBEs, MBEs, and WBEs;
- d. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of Commerce, as appropriate; and
- f. Require subcontractors to take the affirmative steps in paragraphs (1) through (5).

EPA's experience is that prime contractors have been and should be able to meet fair share objectives through effective race/gender neutral outreach and recruitment of MBEs, and EPA's primary emphasis will continue to be to expand MBE/WBE participation primarily through race/gender neutral methods such as the Six Affirmative Steps.

ADEQ or EPA may require contractors that do not meet applicable Fair Share Goals in their subcontract procurements to document efforts made to implement the Six Affirmative Steps.

The Minority Business Development Agency (MBDA) and the Small Business Administration (SBA) both have Internet websites that provide lists of MBE/WBE/SBE businesses and/or methods of contacting these vendors.

MBDA website: www.mbd.gov - SBA Pro-Net Website: pro-net.sba.gov

MBDA and SBA can be also be contacted at their offices in the Phoenix area or at any of their other locations throughout the United States.

Greater Phoenix MBDA
 255 East Osborn Road, Suite No. 202
 Phoenix, AZ 85012
 Phone: (602) 248-0007
 Fax: (602) 279-8900

3. Reporting:

Contractors must complete the MBE/WBE/SBE Utilization Report form for each Federal fiscal year (October to September) for the duration of the Contract. The report is due October 15 of each year or 30 days after the end of the Contract term, whichever is sooner.

4. Additional Requirements:

Contractors shall include the Fair Share Goals above in their bid documents for subcontracts. Contractor shall not use any race or gender conscious methods of recruiting MBEs or WBEs.

5. Definitions:

Construction means: construction, alteration, repair (including dredging, excavating and painting) of buildings, structures or other real property. For purposes of the definition, the terms "buildings, structures or other real property" include but are not limited to improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways lighthouses, buoys, jetties, breakwaters, levees, canals and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing or assembling of vessels, aircraft or other kinds of personal property. See FAR Part 36.

Equipment means: tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit" See 40 CFR 31.3.

Minority owned Business Enterprise (MBE) means a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. (con't on page 3)

There is no standard definition of minority individuals used by all Federal financial assistance regimes. However, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625. More information can be found in EPA's "Guidance for Utilization of Small, Minority and Women's business Enterprises in Procurement under Assistance Agreements," which may be found on the Internet at www.epa.gov/osdbu or you may contact ADEQ for information on obtaining it. When reporting on MBE participation, contractors may rely on the MBE certification of a firm by any government entity or a firm's certification of itself as MBE.

Disadvantaged Business Requirements

Procurement means: the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance agreement.

Services: The EPA defines services as per the Federal Acquisition Regulation's definition of "service contract." A "service contract" is "a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. . . ." See FAR Part 37.

Small Business Concern (SBE) means: Any business entity, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards set forth in 13 CFR Part 121.

Supplies means all personal property other than "equipment." See 40 CFR 31.3.

Women owned Business Enterprise (WBE) means a business concern that is (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners. When reporting on WBE participation, contractors may rely on the WBE certification of a firm by any government entity or a firm's certification of itself as WBE.

6. Calculating Percentages:

A subcontractor cannot be listed fully under all three categories. For example, if a WBE business is also a MBE and a SBE, that business's participation cannot be applied fully to the MBE, WBE and SBE percentages. Either allocate the total percentage among the three or apply that business's percentage fully to one of the categories of your choosing. The same rule applies to businesses qualifying as two of the three categories (i.e. MBE + WBE or MBE + SBE or WBE + SBE).

If a portion of the prime contract/grant is ineligible for ADEQ/EPA funding participation (this includes matching funds) and some of all that ineligible work is performed by an MBE, SBE and/or WBE, such work can be included in the percentage of participation. For example, \$2,400 ineligible project related work performed by an MBE under a prime contract ELIGIBLE amount of \$80,000 results in 3% participation.

7. Instructions for Completing MBE/WBE/SBE Utilization Report Form:

PART I

1. Enter the Federal fiscal year.
2. This box has been completed for you.
3. Provide contact information for the person preparing the report.
- 4a. Contract number assigned by ADEQ.
- 4b. Check type of contract/grant.
- 5a. Period during which contracts and other purchases under this award were actually executed.
- 5b. Includes procurement using State funds plus recipient matching funds and funds from other source.

- 5c. Percentage of total procurement dollars (participation goals) recipient plans to spend with MBEs/WBEs this fiscal year.
- 5d. Dollar amount of all MBE/WBE/SBE sub-contracts awarded under this contract/grant this quarter.
6. Additional comments or explanations. Please refer to specific item number(s) if applicable.
7. Name and title of reporting official.
8. Signature and month, day, year report submitted.

Part II

For each MBE/WBE/SBE procurement under this contract/grant during the reporting quarter, provide the following information.

1. Check whether this is a first tier procurement made directly by the contract/grant awardee recipient or second tier procurement made by sub-contractor.
2. Check MBE/WBE/SBE as appropriate.
3. Dollar value of procurement.
4. Date of award, shown as month, day, and year.
5. Using codes at the bottom of the form, identify type of product or service acquired (e.g., enter 1 agriculture, 2 if mining, etc.).
6. Name and address of MBE/WBE/SBE.
7. For further information: If you have any questions, please call Procurement at (602) 771-4774.



Water Quality Improvement Grant Manual



Appendices

Appendix A - Pollution Sources

Code #	Name
1000	Agriculture
1100	Non-Irrigated Crop Production
1200	Irrigated Crop Production
1400	Pasture Grazing
1500	Range Grazing
1700	Aquaculture
2000	Silviculture
2100	Harvesting/Residue Management
2200	Forest Management (pesticide, fertilization)
2300	Road Construction/Maintenance
2990	Reforestation
3000	Construction
3100	Highways/Roads/Bridges
3200	Land Development or Redevelopment
4000	Urban Runoff
4190	Municipal
4191	Commercial
4192	Residential
4400	Illicit Connections/Illegal Hook-ups
4450	Dry Weather Flows
4500	Highway/Road/Bridge Runoff
4590	Post-Development Erosion and Sediment
4650	Salt Storage Sites
5000	Resource Extraction
5100	Surface Mining
5200	Subsurface Mining
5290	Open Pit Mining
5300	Placer Mining
5400	Dredge Mining
5500	Petroleum Activities
5600	Mill Tailings
5700	Mine Tailings
5800	Abandoned Mine Drainage
5990	Sand/Gravel Mining
6000	Land Disposal/Storage/Treatment
6200	Wastewater
6300	Landfills
6350	Inappropriate Waste Disposal
6400	Industrial Land Management

Code #	Name
6500	On-site/Decentralized Wastewater Treatment
6600	Hazardous Waste
6700	Septage Disposal (Land)
7000	Hydromodification
7100	Channelization
7190	Channel Erosion/Incision
7200	Dredging
7300	Dam Construction
7350	Upstream Impoundment
7400	Flow Regulations/Modification
7550	Other Habitat Modification
7600	Removal of Riparian Vegetation
7700	Streambank/Shoreline Modification
7800	Drainage/Filling of Wetlands
7900	Marinas and Recreational Boating
7990	Pumpouts
7996	Shoreline Erosion
7997	Fueling
8000	Other NPS Pollution
8050	Erosion from Derelict Land
8100	Atmospheric Deposition
8400	Spills
8600	Natural Sources
8700	Recreational and Tourism Activities
8910	Groundwater Loadings
8950	Wildlife
8500	Historical Pollutants
8590	Contaminated Sediments
8591	Clean Sediments
8592	Other Historical Pollutants
8700	Turf Management
8710	Golf Courses
8790	Yard Maintenance
8791	Other Turf Management

Bold = Primary Pollutant Sources

Appendix B - Method of Approach (Functional Category of Activity)

Numeric Codes	Nonpoint Source Functional Category of Activity
Restoration/Protection/Prevention	
11	BMP Design/Implementation
12	BMP Performance Assessment
13	Animal/Manure/Litter Management Projects
14	Livestock Control Projects
16	Vegetation Management/Revegetation
17	Stream Bank Stabilization
18	Grade Stabilization
19	Sediment Control
20	Stormwater Discharge Design/Control
21	Erosion Control Projects
23	Wetland Restoration/Protection
25	Riparian Projects
26	Fisheries Projects
27	Other Restoration/Protection /Prevention
Education/Information Programs	
100	Statewide Education/Information Programs
101	Local (Specific Target) Education/Information Programs
Technical Assistance	
200	Technical Assistance to State/Local
201	Nonpoint Source Program Overall Coordination/Management
202	Nonpoint Source Project Staffing
230	Technology Transfer to State/Local Government
290	Other Technical Assistance Activity
Planning / Enforcement	
401	Nutrient Management Planning
402	Watershed Modeling Planning
404	Watershed-based Plan Development
410	Geographic Information Systems
440	Nonstructural Planning (for new development)
450	Livestock Grazing
490	Other Planning
Water Quality Assessment/Monitoring	
501	Instream Flow Assessment
502	Assessment for Compliance w/ Water Quality Standards
503	Wetland Assessment/ Monitoring
504	Riparian Assessment/ Monitoring
510	Water Quality Trend Assessment
520	Water Quality Problem Identification
590	Other Water Quality Assessment/Monitoring
Water Quality Assessment / Monitoring	
600	BMP Effectiveness Monitoring
610	Biological Monitoring
620	Watershed Assessment
Other Activities	
910	Groundwater (all groundwater activities)
920	Antidegradation Activities and Analyses
930	Soil Analyses

Appendix C - Best Management Practices

Access Road	Fish Stream Improvement	Land Reclamation
Alley Cropping	Fishpond Management	Land Reconstruction - Abandoned Mine
Alternative Septic System	Floodwater Diversion	Land Reconstruction - Currently Mined
Alternative Water Sources	Floodway	Land Smoothing
Animal Trails and Walkways	Forage Harvest Management	Land Subsidence Treatment
Anionic Polyacrylamide Erosion Control	Forest - Direct Seeding	Land Toxic Discharge Control
Baffle Boxes	Forest - Erosion Control	Lined Waterway or Outlet
Barnyard Runoff Control	Forest - Improved Harvest	Livestock Exclusion
Bedding	Forest - Pruning	Manure Transfer
Brush Management	Forest - Site Preparation	Mole Drain
Channel Vegetation	Forest - Stand Improvement	Mulching
Chiseling & Subsoiling	Forest - Trails and Landings	Nutrient Management
Clearing & Snagging	Forests Buffer - Riparian	Obstruction Removal
Commercial Fishponds	Grade Stabilization Structure	Oil and Grit Separator
Composting Facility	Grassed Waterway	Open Channel
Conservation Cover	Grasses/Legumes Rotation	Pasture & Hayland Management
Conservation Crop Rotation	Grazing - Deferred	Pasture/Hay Planting
Conservation Tillage	Grazing - Land Mechanical	Pest Management
Contour Buffer Strips	Grazing - Planned Systems	Pesticide Management
Contour Farming	Grazing - Prescribed	Pipeline
Controlled Drainage	Green Roof System	Pond
Cover/Green Manure Crop	Habitat Development/Mngt	Pond - Construction
Critical Area Planting	Habitat Restoration	Pond Sealing or Lining
Crop Residue Use	Heavy Use Area Protection	Pond Sealing or Lining, Bentonite Sealant
Cross Wind Ridges	Hedgerow Planting	Pond Sealing or Lining, Flexible Membrane
Cross Wind Stripcropping	Herbaceous Cover - Riparian	Pond Sealing or Lining, Soil Dispersant
Cross Wind Trap Strips	Herbaceous Wind Barriers	Precision Land Forming
Dam-Diversion	Hillside Ditch	Prescribed Burning
Dam-Floodwater Retarding	In-lake alum treatment	Pumped Well Drain
Dam-Multiple Purpose	Irrigation - Microirrigation	Pumping Plant-Water Control
Delayed Seedbed Preparation	Irrigation - Regulating Reservoir	Range Planting
Dike	Irrigation Canal/Lateral	Recreation Area Improvement
Ditch Stabilization	Irrigation Ditch/Canal	Recreation Land Grading/Shaping
Diversion	Irrigation Field Ditch	Recreation Trail/Walkway
Dredging	Irrigation Land Leveling	Reduce In-Lake Total Phosphorus
Dry Hydrant	Irrigation Pipeline	Regulating Water in Drainage Systems
Fabricated Shelter for Livestock	Irrigation Pit	Residue Management
Farm & Feedlot Windbreak	Irrigation Sprinkler	Residue Management, Mulch Till
Fence	Irrigation Storage Reservoir	Residue Management, No Till and Strip Till
Field Border	Irrigation Surface/Subsurface	Residue Management, Seasonal (ac)
Field Windbreak	Irrigation Tailwater Recovery	Roadcut Revegetation/Stabilization
Filter Strip	Irrigation Trickle	Rock Barrier
Firebreak	Irrigation Water Conveyance	Roof Runoff Management
Fish Passage	Irrigation Water Management	Row Arrangement
Fish Raceway or Tank	Land Clearing	Runoff Management System

Appendix C - Best Management Practices continued

Sediment Basin	Water Control Structure
Sinkhole & Sinkhole Area Treatment	Water Harvesting Catchments
Soil Salinity Management - Non-irrigated	Water Table Control
Spoil Spreading	Watering Facility
Spring Development	Watershed Management Plan
Stream Channel Restoration (Dam Removal)	Waterspreading (Level Spreader)
Stream Channel Stabilization	Water/Sediment Control Basin
Streambank and Shoreline Protection	Well - General
Stripcropping - Contour	Well Decommissioning
Stripcropping - Field	Well Sealing
Stripcropping - Wind	Wetland - Constructed
Subsurface Drain	Wetland Acquisition-Protection
Surface Drain Field Ditch	Wetland Creation
Surface Drain Main	Wetland Enhancement
Surface Roughening	Wetland Restoration
Terrace	Wildlife - Shallow Water Management
Toxic Salt Reduction	Wildlife - Upland Area Management
Tree/Shrub Establishment	Wildlife - Watering
Tree/Shrub Pruning (ac)	Wildlife - Wetland Management
Trough or Tank	Wind Barrier - Herbaceous
Underground Outlet	Windbreak Renovation
Upland Wildlife Habitat Management	Windbreak/Shelterbelt Establishment
Urban Catch Basin	
Urban Catch Basin - Oil	
Urban Catch Basin - Sand	
Urban Concrete Grid	
Urban Extended Detention Pond	
Urban Filtration Basin	
Urban Grassed Swale	
Urban Infiltration Basin	
Urban Infiltration Trench	
Urban Porous Pavement	
Urban Stormwater Wetland	
Urban Vegetated Filter	
Urban Wet Pond	
Use Exclusion	
Vegetative Barriers	
Vertical Drain	
Waste Impoundments - Closure	
Waste Management System	
Waste Storage Facility	
Waste Storage Pond	
Waste Treatment Lagoon	
Waste Utilization	
Wastewater Treatment Strip	

Appendix D - Pollutant Types

Type	#
Algal Growth/Chlorophyll	2210
All Pollutants	0010
Alteration (Flow)	1500
Alterations (Habitat, other than flow)	1600
Ammonia	0600
Bacteria	9010
Chlorine	0700
Cyanide	0720
Dioxins/Furans	0420
Dissolved Oxygen (Low)	0200
Ethylene Glycol	1300
Exotic Species	2600
Herbicide (Alachlor)	0250
Herbicide (Other)	0240
Herbicide (Atrazine)	0251
Inorganics (Other)	0800
Metals (Aluminum)	0505
Metals (Arsenic)	0510
Metals (Cadmium)	0520
Metals (Chromium)	0540
Metals (Copper)	0530
Metals (Iron)	0545
Metals (Lead)	0550
Metals (Mercury)	0560
Metals (Other)	0500
Metals (Selenium)	0570
Metals (Zinc)	0580
Methyl Tertiary-Butyl Ether (MTBE)	0590

Type	#
Nitrate	0930
Nitrogen	0920
Oil and Grease	1900
Organics (Other Non-priority)	0400
Organics (Other Priority)	0300
Pathogens (Coliform)	1750
Pathogens (E Coli)	9008
Pathogens (Other)	1700
PCBs	0410
Pesticides (Chlordane)	0210
Pesticides (DDT)	0205
Pesticides (Diazinon)	0220
Pesticides (Dieldrin)	0215
Pesticides (Other)	0200
pH	1000
Phosphorus	0910
Plants (Noxious Aquatic)	2200
Propylene Glycol	2250
Radiation	1800
Salinity/TDS/Chlorides	1300
Sedimentation/Siltation	1100
Sulfates	0750
Suspended Solids	2100
Taste and Odor	2000
Temperature	1400
Total Kjeldahl Nitrogen	0925
Toxics (Total)	2400
Trash, Debris, Floatables	2600
Tributyltin	2650
Turbidity	2500