



North Carolina Department of Environment and Natural Resources
Division of Purchase and Services

Beverly Eaves Perdue
Governor

Michael G. Bryant
Director

Dee Freeman
Secretary

December 19, 2012

Wyatt McGhee IV
Upper Coastal Plain Council of Government
Post Office Box 9
Wilson, NC 27894

Dear Mr. McGhee,

Enclosed is a fully executed copy of Contract No. 5034 between the Upper Coastal Plain Council of Government and the Department of Environment and Natural Resources.

Invoices or matters regarding work to be performed should be directed to the Contract Administrator, Jeffery Manning, as indicated on page three (3) of the contract document.

Please include Contract No. 5034 on each invoice submitted for payment.

Should you have any questions regarding the contract, you may contact me at (919) 707-8538.

Sincerely,

Wanda Andrews
Wanda Andrews

Purchasing Agent
Purchase and Contract Section

Enclosure

cc: Jeffery Manning, DENR Division of Water Quality
Jackie J. Moore, DENR Office of the Controller





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STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: 22-****1238

This Contract is hereby made and entered into this **14th day of December, 2012**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **UPPER COASTAL PLAIN COUNCIL OF GOVERNMENT**, (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:
- (1) Grant Contract No. 5034
 - (2) General Terms and Conditions (Attachment A)
 - (3) Agency's Request for Proposal (RFP) (Attachment B)
 - (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)
 - (5) Federal Certification Regarding Lobbying (Attachment D)
 - (6) Federal Certification Regarding Debarment (Attachment E)
 - (7) Federal Certification Regarding Drug-Free Workplace (Attachment F)
 - (8) Grant Administrative and Programmatic Conditions (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
3. **Contract Period:** This Contract shall be effective on the **15th day of December, 2012** and shall terminate on the **30th day of September, 2013**.
4. **Project Period:** The Grantee begins the project on the **15th day of December, 2012**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on the **30th day of September, 2013**.
- 5.

Grantee's Duties: The Grantee provides the project as described in Attachment C (*Hickory Meadows Wetlands/Water Quality Improvement Project*) and in accordance with the approved budget in Attachment C.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **TWELVE THOUSAND EIGHT HUNDRED THIRTY SIX DOLLARS (\$12,836.00)**.

Hickory Meadows Wetlands/Water Quality Improvement Project

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Federal Grant	Water Quality Management Planning 205(j)	66.454

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$12,836.00	1601	532199017	17107102

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$12,836.00**

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

10. Invoices: The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

- 11. Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Jeffery Manning Water Quality 1617 Mail Service Center Raleigh, NC 27699 Telephone: 919-7-807-6415 Email: jeff.manning@ncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Wyatt McGhee IV Upper Coastal Plain Council of Government Post Office Box 9 Wilson, NC 27894 Telephone: 252-234-5968 Email: wmcghee@ucpcog.org	Same

- 12. Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

13. Supplantation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for Water Quality Management Planning 205(j) services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

- 14. Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and

e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

15. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

16. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

UPPER COASTAL PLAIN COUNCIL OF GOVERNMENT

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By 
Grantee's Signature


Dee Freeman, Secretary

By 
Department Head's Signature or Authorized Agent

GREG T. GODARD
Typed / Printed Name

Michael G. Bryant
Type / Printed Name

EXECUTIVE DIRECTOR
Title

Director, Division of Purchase & Services
Title

ORIGINAL

2012 DEC 18 10 10 03
UNCLASSIFIED

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

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

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

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

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

Indemnity

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

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, Issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

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

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

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



North Carolina Department of Environment and Natural Resources
Division of Water Quality

Beverly Eaves Perdue
Governor

Charles Wakild, P. E.
Director

Dee Freeman
Secretary

May 21, 2012

TO: Executive Directors, Lead Regional Organizations (COGs)

FROM: Chuck Wakild *CW*

SUBJECT: Availability of Funding for Water Quality Projects: Request for Proposals (RFP) under the Clean Water Act Sections 604(b)/205(j) for FY2012

Good news! The NC Division of Water Quality (DWQ) has received federal funds from the U.S. Environmental Protection Agency (EPA) pursuant to Sections 604(b) and 205(j) of the Clean Water Act (the "Act"), as amended in 1987, to be distributed to regional Councils of Government (COGs) in the form of grants for selected water quality projects. This federally-funded program is administered and overseen in North Carolina by DWQ. Many of your staff are already familiar with these funds and some are currently working on projects that are funded under this program. Today's announcement is to make an additional \$103,000 available for proposals. From now through July 2, 2012, DWQ is accepting grant proposals from your organizations for this funding.

For project planning purposes, the period of work supported by these grants can be anytime between December 1, 2012 and September 30, 2013. All grant-funded work on the projects must be completed no later than September 30, 2013.

As stated in the Act, the funds are to be used to determine the nature, extent and causes of point and nonpoint source pollution problems and to develop plans to resolve these problems. The Act states that the grants are to be used for, but not limited to:

- (A) Identifying most cost effective and locally acceptable facility and non-point source measures to meet and maintain water quality standards;
- (B) Developing an implementation plan to obtain state and local financial and regulatory commitments to implement measures developed under (A); and
- (C) Determining the nature, extent, and cause of water quality problems in various areas of the state.

1617 Mail Service Center, Raleigh, North Carolina 27699-1617
Location: 512 N. Salisbury St. Raleigh, North Carolina 27604
Phone: 919-807-6300 | FAX: 919-807-6492
Internet: www.ncwaterquality.org

An Equal Opportunity / Affirmative Action Employer

One
North Carolina
Naturally

How to Apply:

The application is available for download at <http://portal.ncdenr.org/web/wq/ps/bpu/205j>. An electronic version of the completed application should be submitted to Jeff.Manning@ncdenr.gov with "205J Grant Proposal" in the subject line by 6:00 PM on July 2, 2012.

For information on projects that have received grant awards in previous years, please visit <http://portal.ncdenr.org/web/wq/ps/bpu/205j>. Proposals must use the provided application. The application (attached) has been streamlined this year to help expedite the contracting and awards process, to ease tracking, and to facilitate making use of the project's findings and accomplishments in the future. During the review and selection process, DWQ will use factors described on the application to judge the relative merits of all proposals received. DWQ envisions being able to make the awards announcements by September 1, 2012.

If you have any questions or need additional guidance, please contact Jeff Manning at (919) 807-6415 or Hannah Headrick at (919) 807-6434. Thank you.

Attachment: NC DWQ 604(b)/205(j) Application

Application for Clean Water Act, Section 604(b)/205(j) Grant FY 2012



North Carolina Department of Environment and Natural Resources
North Carolina Division of Water Quality

1a. Project Title	Hickory Meadows Wetlands/Water Quality Improvement Project
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1b. Overview (In a nutshell, the COG with this project proposes to...)	Design a wetland area(s) on the site of an existing golf course in order to improve the quality of the stormwater that drains into Fishing Creek, which is the home of at least two threatened/endangered aquatic species found in the subbasin.
---	--

2a. Grantee Primary Contact or Project Manager¹			
Name	Wyatt McGhee IV		
Title	Land Use/Environmental Planner		
Organization	Upper Coastal Plain COG		
E-mail	wmcghee@ucpcog.org		
Address	PO Box 9		
City	Wilson	State	NC
		Zip	27894
Telephone	252-234-5968	Fax Number	252-234-5971

¹ A Statement of Qualifications must be provided in Section 2d. below.

2b. Grantee Execution Address (where contract will be mailed for signature)			
Name	Greg T. Godard		
Title	Executive Director		
Organization	Upper Coastal Plain COG		
E-mail	ggodard@ucpcog.org		
Address	PO Box 9		
City	Wilson	State	NC
		Zip	27894
Telephone	252-234-5950	Fax Number	252-234-5971
Federal Tax ID Number	56-0991238		

2c. Grantee Payment Address (where invoice payments will be mailed)	
Name	Mark S. Hill
Title	Finance Director
Organization	Upper Coastal Plain COG

E-mail	mhill@ncpcog.org		
Address	PO Box 9		
City	Wilson	State	NC
Telephone	252-234-5953	Fax Number	252-234-5971
		Zip	27894

2d. Required Statement of Qualifications (To confirm that anyone involved in the proposed project is qualified to do so. Include in the statement any past and/or ongoing 205J grant-funded projects.)

Wyatt McGhee, Land Use /Environmental Planner has the following professional certifications: a member of the American Institute of Certified Planners (AICP) since 1999, and a Certified Floodplain Manager (CFM) since 2001. He has been the staff lead for two previous 205j grant projects (ARRA 2009-11: Tar-Pamlico River Basin Water Quality; and 2006-08: Stormwater Education & Pollution Prevention (Website & Brochures)).

Any other Key Contributors or staff:

We also would utilize the professional engineering/stormwater design services of either Appian Consulting Engineers, PA (David C. Revoir, PE, LEED AP) or Bartlett Engineering & Surveying, PC (Jonathan Meade, Ph.D., Environmental Specialist).

3. Grant Funds Requested

205J Grant Funds Requested	\$12,836	
Any other Funds necessary to complete?	\$15,444	Community Conservation Assistance Program (CCAP), these funds are secured through June of 2013
Total Project Cost	\$28,280	

4. General Goal of Project (Must meet at least one Clean Water Act, Section 604(b)/205(j) requirement for use of funds).

Check all that are applicable √	Determine the nature, extent, and cause of water quality problem(s)	Identify most cost effective and locally acceptable facility and non-point source measures to meet and maintain water quality standards	Develop implementation plan to obtain state and local financial and regulatory commitments to implement measures identified
		X	

5.	Project Start Date	Nov 1, 2012	Project End Date	September 30, 2013
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6. Project Coverage Area		
Upper Coastal Plain COG Fishing Creek Subbasin	Results could be applicable statewide (Yes/No)	Site Specific only (Yes/No)
	No	Yes
River Basin(s)	Tar-Pamlico	
Watershed Hydrologic Unit(s)	03020102	
303(d) listed water? (yes or no, define if yes)	No	A portion of Fishing Creek is impaired, but not the portion that this project will involve. (Define what use it's 303(d) listed for here/year listed) (Best to use 2010 IR and 2012 draft IR)
303(d) List Assessment Unit Number(s)		
County(ies)	Nash	
7. Does this proposal address any need(s) identified in a DWQ Basinwide Water Quality Plan? If yes, please reference the need, plan date, and page number. Describe how this proposal is consistent with recommendations/findings/information gaps identified by the Basinwide Water Quality Plan and/or is useful to water quality planning efforts.		
2010 Tar-Pamlico Basinwide Water Quality Plan	January 13, 2011 (Approved by EMC)	This proposal is consistent with the recommendations on page 24 of this plan, will help to design a strategy that will help to improve and maintain the water quality in the watershed, and will help to improve the habitat for identified threatened and endangered mussel species in the subbasin. Specifically, the creation of a new wetland on the site, will help to address the nutrient problems (Nitrogen, Phosphorus) that have been identified, and will help to protect a watershed with threatened and endangered species. Page 2.1 of the plan, indicates that "this subbasin is a priority for aquatic threatened and endangered species protection". (Describe here how your proposal is consistent with any Basin Plan recommendation)

8a. In general, this project will further examine the following potential pollution sources (check all that apply): Copy and paste this check mark: ✓			
<input type="checkbox"/>	Agriculture	<input type="checkbox"/>	Waste Disposal (includes onsite systems)
<input type="checkbox"/>	Construction	<input type="checkbox"/>	Hydrologic Modification
<input type="checkbox"/>	Silviculture	<input type="checkbox"/>	Marina and Recreational Boating
<input type="checkbox"/>	Urban Runoff/Stormwater	<input type="checkbox"/>	Groundwater Loading
<input type="checkbox"/>	Resource Extraction	<input type="checkbox"/>	Natural Sources
<input type="checkbox"/>	Habitat Modification (drainage/filling wetlands, streambank destabilization)	<input type="checkbox"/>	Other, specify:
8b. In general, this project will involve the following specific pollutants (check all that apply): Copy and paste this check mark: ✓			
✓	Nitrogen	<input type="checkbox"/>	pH
✓	Phosphorus	<input type="checkbox"/>	Alterations
✓	Sedimentation	<input type="checkbox"/>	Pathogens/Bacteria

Metals	√	Pesticides
Oil and Grease	√	Temperature
Oxygen-Demanding		Other, specify:

9. QAPP: If this proposal will be carrying out water quality monitoring, a QAPP will need to be established or already in place. Your COG may already have a QAPP approved. Please provide detail here. For a QAPP template and instructions for developing a QAPP, visit:

<http://portal.ncdenr.org/web/wg/ps/nps/319program> or

<http://www.epa.gov/QUALITY/gs-docs/g5-final.pdg>

A QAPP is required prior to sampling.

10a. BUDGET: FUNDING REQUESTED (GRANT FUND PORTION ONLY). Do not include the budget information for any additional funds besides 604(b)/205(j) here. Only identify other funds in #3 above.

Budget Categories	Amount of Grant Funds only	Explanation (justify each budget line item)
Personnel/Salary	\$2,650	Coordination, procuring engineering services, oversight, consultation on wetland design
Fringe Benefits	Included with salary	
Supplies	\$100	Misc supplies that may be needed
Equipment		
Travel/Transportation	\$259	Travel to site for evaluation of conditions, design options; other misc travel needs
Contractual	\$8,660	Engineering/design services
Other-		
Total Direct	\$11,669	
Indirect (max. 10% of direct costs, per 40 CFR 35.268)	\$1,167	Our indirect costs are a higher percentage, but this is the maximum we can include
Totals	\$12,836	

10b. Budget Details (604(b)/205(j) grant funds only)

	Project Management	Inventory, Evaluate or Determine	Education, Training or Outreach	Monitoring	Technical Assistance	Other	Total
Personnel	1710	940					2650
Fringe Benefits	Incl w/ salary	Incl w/ salary					
Supplies	15	85					100
Equipment							
Travel	88	171					259
Contractual		8660					8660
Other							
Operating	171	996					1167
Total	1984	10852					12836

11. Project Plan Schedule			
Time Period/Date	Task / Milestone (list specific action(s) that lead to output(s) or outcome(s) achieved during each quarter)	Deliverable (output(s) or outcome(s) achieved during each quarter)	Anticipated Amount^{3,4}
First Quarter Ending Dec 31, 2012	Site assessment	Site assessment notes, quarterly invoice	10% , \$ 1283.6
Second Quarter Jan-Mar 2013	Obtain engineering services	Choose project engineer, quarterly invoice	40% , \$ 5134.4
Third Quarter Apr-Jun 2013	Completion and approval of proposed wetland design	Wetland design, quarterly invoice	40% , \$ 5134.4
Fourth Quarter Ending Sep 30, 2013	Project Completion	Final Project Report, quarterly invoice	10% , \$ 1283.6

³ Please show percent of grant spent that quarter and anticipated dollar amount for reimbursement. Unused funds carry forward to next quarter. Invoices cannot exceed budgeted amount.

⁴ 10% of grant will be held until receipt of Final Project Report.

12. Project Need and Abstract, including background and goals of project.

The Nash Soil & Water Conservation office (NCSW), along with the NC Dept of Agricultural & Consumer Services, has been working with the property owner to address drainage & water quality issues at the site, which is the location of an existing 18-hole, regulation, public golf course. Their evaluation has identified the need for approximately 9 wetlands areas, one of which has been constructed. They currently have funds for construction of another wetland area, but do not have funding to design the additional wetland areas that are needed. This proposal would enable one or more of the additional wetland areas to be designed, with construction (with non-205j funds) following shortly thereafter.

The objective of the project is to address the water quality concerns from runoff. Runoff from the golf course likely contains chemicals and nutrients that can decrease water quality in the nearby off-line perennial streams. This site drains in to Beaverdam Swamp, which drains into Fishing Creek.

The Fishing Creek Subbasin is recognized by NC Wildlife Resource Commission as a priority area for habitat protection because of threatened and endangered aquatic species found in the subbasin (e.g., tar spiny mussel & drawl/wedgemussel).

Installation of storm water wetlands provides an efficient method for removing pollutants suspended solids, nutrients (nitrogen and phosphorus), heavy metals, toxic organic pollutants and petroleum compounds.

NCSW has retained funding of \$15,444.00 for construction, which must be expended by June, 2013.

As you can see, additional funds for engineering can move the project along and increase water quality improvements in the watershed more rapidly.

13. Narrative, detailed description of the project. You may use an outline. (Note: if project entails developing a Watershed Restoration Plan, then also complete section 15.)

1. Site assessment
2. Procure engineering services (RFP to do the design work)
3. Wetland design
4. Evaluate and approve design of wetland
-
5. Construction of wetland (using non-205j funds)

14. Stakeholder Involvement (Name and explain each group's role in the project.)

- Valerie Harris, Resource Conservation Director, Nash Soil & Water Conservation – assistance & support for this proposal (see attached letter of support)
- Edward Long, Natural Resource Conservationist, Nash Soil & Water Conservation – liaison with NC CCAP, consultation on project design
- Property owner (Ortha Gene Watson) – has agreed that the site could be used for water quality educational demonstration purposes.

15. Preferred for Projects Developing a Watershed Restoration Plan, they should include EPA's 9 Key Elements for Watershed Restoration Plans. (This is not required, but is preferred for restoration projects.)

1	An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the watershed
2	A description of the NPS management measures that will need to be implemented to achieve load reductions as well as to achieve other watershed goals identified in the watershed based plan
3	An estimate of the load reductions expected for the management measures
4	An estimate of the amount of technical and financial assistance needed associated costs and or sources and authorities that will be relied upon, to implement the plan
5	An information/education component that will be used to enhance public understanding of the project
6	A schedule for implementing the NPS management measures identified in this plan that is reasonably expeditious
7	A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented
8	A set of criteria that can be used to determine whether loading reductions are being achieved overtime and substantial progress is being made towards attaining water quality standards
9	A monitoring component to evaluate the effectiveness of the implementation efforts over time measured against the criteria established under item 8.

** Use additional pages as necessary

If you have questions or need assistance filling out the application, please do not hesitate to contact: Jeff Manning (919) 807-6415 / jeff.manning@ncdenr.gov with NC DENR, Division of Water Quality's Planning Section.

NOTE:

If your proposal is awarded a Section 604(b)/205(j) Grant, your COG's office will be asked for the following items in order to establish a contract to carry out the project and to enable invoicing to DWQ for the costs of the project. DWQ recommends that you have the following items ready to be emailed, and this will help expedite the contracting process.

No work can be paid for before the official contract is in place between the State and the COG. The items the State will need to set up the contract are:

1. Conflict of Interest Policy
2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
3. Certification Regarding Drug-Free Workplace Requirements
4. EPA Preaward Compliance Review Report for All Applicants Requesting Federal Financial Assistance
5. EPA Lobbying and Litigation Certification for Grants and Cooperative Agreements
6. Statement of Tax Status

Evaluation Criteria for Review of Submitted Proposals:

Proposals will be reviewed and evaluated based on the following criteria:

1. Merit
 - a. Projects that provide relevancy to the Basinwide Planning Program and are consistent with any findings, recommendations or gaps identified by a Basinwide Planning Document. Basinwide Plans are located online at <http://portal.ncdenr.org/web/wq/ps/bpu/basin>
 - b. Projects that address current basin "Action Plans" or needs, as identified within a Basinwide Plan.
 - c. Projects that address the most recent Integrated Report/303(d) listings (using 2010 and draft 2012 lists).
 - d. For planning restoration projects, projects that apply steps of watershed planning consistent with EPA guidance in *Handbook for Developing Watershed Plans to Restore and Protect Our Waters* (http://www.epa.gov/owow/NPS/watershed_handbook/pdf/handbook.pdf).
 - e. Projects that have measurable results proposed:
 - (1) Assessment and planning projects are well-defined and will be directly actionable in the next phase of the overall initiative.
 - (2) Assessment methods are sound and suited to proposed deliverables.
 - f. Proposals that demonstrate preparedness and momentum by:
 - (1) Completeness and clarity of the proposal.
 - (2) Demonstration of readiness to begin work on the project.
 - (3) Continuation of (own or others) successful work or contributing to/partnering with ongoing projects by other funding sources (such as the Clean Water Management Trust Fund, Ecosystem Enhancement Program, Section 319, Ag Cost-Share, EQUIP, State Revolving Fund, etc.)
 - (4) Commitments (if any, such as from partners or co-funding) secured.
 - g. Application is Accurate and Complete
 - (1) Application filled out completely and accurately.
 - (2) Information clear and concise.
 - (3) Purpose and outputs clearly stated, defined and relevant.
 - h. Results that are transferable to restoration work in other areas of the state.
 - i. Previously funded project by applicant or collaborator achieved measurable success.
2. Capabilities

- a. Applicant must be capable of carrying out proposed activities and provided a Statement of Qualifications with application.
 - b. Broad stakeholder support is preferred.
3. Budget and Timeline
- a. Funding request must be appropriate to work proposed.
 - b. Projects are to be completed by Sep 30, 2013.
 - c. Percent of indirect costs must be less than or equal to 10.5%, per DENR policy.

Reimbursement Requirements

Timely Quarterly Reports on accomplishments and for reimbursement are required. Those reports should include contract number, time period covered, contact name and contact information, reimbursement details, description of any problems encountered, and an invoice.



LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS*

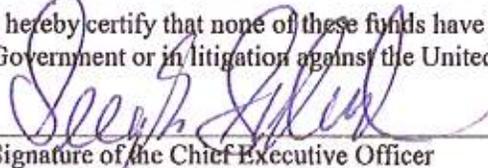
INSTRUCTIONS:

* At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.


Signature of the Chief Executive Officer

10.15.12
Date

Greg T. Godard

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

Upper Coastal Plain Council Of
Governments

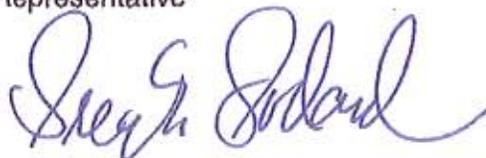
By

Date

10.15.12

Greg T. Godard
Executive Director

Name and Title of Authorized
Representative



Signature of Authorized
Representative

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2 The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3 The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4 The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6 The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7 The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10 Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 22 CFR Part 137. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see CFR Part 137 Subpart C).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

121 W. Nash Street, Wilson, NC 27893

8983 NC 33, Whitakers, NC 27891

Upper Coastal Plain COG

Organization Name

Greg V. Godard, Executive Director

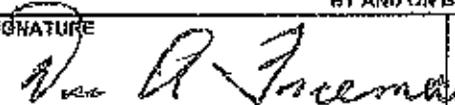
Name and Title of Authorized Representative

Signature

Agreement Number

Date

10.15.12

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00477111	DATE OF AWARD
		MODIFICATION NUMBER: 3	05/24/2012
		PROGRAM CODE: C6	MAILING DATE
		TYPE OF ACTION Augmentation: Increase	05/31/2012
		PAYMENT METHOD: ACH	ACH# 40192
RECIPIENT TYPE: State	Send Payment Request to: Las Vegas Finance Center		
RECIPIENT: North Carolina DENR 1601 Mail Service Center Raleigh, NC 27699-1611 EIN: 56-8000372	PAYEE: 1601 Mail Service Center Raleigh, NC 27699-1611		
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Larry Sutton 1601 Mail Service Center Raleigh, NC 27699-1611 E-Mail: larry.sutton@ncdenr.gov Phone: 919/807-6320	Tina Lamar 61 Forsyth Street Atlanta, GA 30303-8060 E-Mail: Lamar.Tina@epa.gov Phone: 404-562-9323	Sheery Miles Grants Management Office E-Mail: miles.sherry@epa.gov Phone: 404-562-0390	
PROJECT TITLE AND EXPLANATION OF CHANGES Water Quality Management Planning			
<p>This action approves an increase of funds (incremental) in the amount of \$158,000 to the State of North Carolina to support various planning and management activities that lay the groundwork for protection and/or restoration of watersheds. The project will increase involvement and awareness of water quality; provide long term planning to prevent negative water quality impacts and increase cooperation between state and local agencies.</p>			
BUDGET PERIOD 10/01/2010 - 09/30/2013	PROJECT PERIOD 10/01/2010 - 09/30/2013	TOTAL BUDGET PERIOD COST \$928,804.00	TOTAL PROJECT PERIOD COST \$928,804.00
NOTICE OF AWARD			
<p>Based on your application dated 07/08/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$158,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$928,804. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
61 Forsyth Street Atlanta, GA 30303-8060		U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8060	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shirley White Grayer - Grants Management Officer			DATE 05/24/2012
AFFIRMATION OF AWARD			
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION			
SIGNATURE	TYPED NAME AND TITLE		DATE
	Dee A. Freeman, Secretary		5/31/12

Budget Summary Page: NC DENR

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$215,107
2. Fringe Benefits	\$62,919
3. Travel	\$43,375
4. Equipment	\$5,000
5. Supplies	\$137,197
6. Contractual	\$81,160
7. Construction	\$0
8. Other	\$356,024
9. Total Direct Charges	\$900,782
10. Indirect Costs: 13.10% Base personnel	\$28,022
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$928,804
12. Total Approved Assistance Amount	\$928,804
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$168,009
15. Total EPA Amount Awarded To Date	\$928,804



NC10040765: DWQ G5034 Upper Coastal Plain COG's Hickory Meadows Wetlands Water Quality Improvement Project 12/15/12 - 09/30/13

Issued on Mon, 17 Dec, 2012
Created on Mon, 17 Dec, 2012 by Ariba System

State Agency Tax Exempt Number: 400027

Supplier:

UPPER COASTAL PLAIN COUNCIL
OF GOVERNMENTS, PO Box 9
Wilson, NC 27894-0009
United States
Phone: 1252-234-5953
Fax: 12522345971
Contact: Mark Hill

Ship To:

649
DENR DIVISION OF WATER
QUALITY
PLANNING BRANCH
512 N SALISBURY ST, RM 625
RALEIGH, NC 27604
United States
Phone: 1919-733-5083 EXT 558
Fax: 1919-715-5637

Bill To:

16PC
NC DENR OFFICE OF THE CONTROLLER
ATTN: ACCOUNTS PAYABLE
1606 MAIL SERVICE CENTER
RALEIGH, NC 27699-1606
United States
Phone: 1919-707-8568

Deliver To:

Jeff Manning

Entity Description: Department of Environmental And Natural
Resources

Contract Name:

Contract Type: No

Requester: jpmanning

Federal Award Number: 66.454_C600477111 Water Quality Management Planning

Purchase Order No.: NC10040765

Requisition No.: RQ16461994

Other Costs: \$0.00 USD

Requester: Jeff Manning

Shipping Method: BEST WAY

FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Terms of Payment: N30

Item Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(Includes tax)
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1 DWQ G5034 dollar 8,590 None \$1.00 \$0.00 USD \$8,590.00 USD
 Upper Coastal
 Plain COG's
 Hickory ...

DWQ G5034 Upper Coastal Plain COG's Hickory Meadows Wetlands
 Water Quality Improvement Project 12/15/12 - 09/30/13

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
2	DWQ G5034 Upper Coastal Plain COG's Hickory ...		dollar	4,246	None	\$1.00 USD	\$0.00 USD	\$4,246.00 USD
Total								\$12,836.00 USD

Terms And Conditions of Purchase:

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.





RQ16461994: DWQ G5034 Upper Coastal Plain COG's Hickory Meadows Wetlands Water Quality Improvement Project 12/15/12 - 09/30/13

Issued on Fri, 14 Dec, 2012
 Created on Fri, 14 Dec, 2012 by Wanda Andrews on behalf of Jeff Manning

Supplier:

UPPER COASTAL PLAIN COUNCIL
 OF GOVERNMENTS, PO Box 9
 Wilson, NC 27894-0009
 United States
 Phone: 1252-234-5953
 Fax: 12522345971
 Contact: Mark Hill

Ship To:

649
 DENR DIVISION OF WATER QUALITY
 PLANNING BRANCH
 512 N SALISBURY ST, RM 625
 RALEIGH, NC 27604
 United States
 Phone: 1919-733-5083 EXT 558
 Fax: 1919-715-5637

Bill To:

16PC
 NC DENR OFFICE OF THE CONTROLLER
 ATTN: ACCOUNTS PAYABLE
 1606 MAIL SERVICE CENTER
 RALEIGH, NC 27699-1606
 United States
 Phone: 1919-707-8568

Deliver To:

Jeff Manning

Entity Description: Department of Environmental And Natural Resources

Contract Name:

Contract Type: No
 Federal Award Number: 88.454_C600477111 Water Quality Management Planning
 Other Costs: \$0.00 USD
 Shipping Method: BEST WAY
 FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
 Terms of Payment: N30

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	DWQ G5034 Upper Coastal Plain COG's Hickory ...		dollar	8,590	None	\$1.00 USD	\$0.00 USD	\$8,590.00 USD
	DWQ G5034 Upper Coastal Plain COG's Hickory Meadows Wetlands Water Quality Improvement Project 12/15/12 - 09/30/13							

Company: 1601
 Account: 532199017
 Center: 17107102

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
2	DWQ G5034 Upper Coastal Plain COG's Hickory ... DWQ G5034 Upper Coastal Plain COG's Hickory Meadows Wetlands Water Quality Improvement Project 12/15/12 - 09/30/13		dollar	4,246	None	\$1.00 USD	\$0.00 USD	\$4,246.00 USD

Company: 1601
Account: 532199017
Center: 17107102

Total \$12,836.00 USD

Status: Composing

Preview of Approvals					
Required?	Status	Reason	Approver	Approved By	Date
Not Required	Pending	OnBehalfOfWatcherRule	Jeff Manning		
Required	Pending	Required agency approver	Tammy Ward		
Required	Pending	DENR Purchasing Agent Must Approve	DENR Purchasing Agent 1		

eRequisition Comments

- Tammy Ward, 12/14/2012:
The federal award information is missing. This is federal funds. (Tammy Ward, Fri, 14 Dec, 2012)
- Wanda Andrews, 12/17/2012:
Federal Award Number C6 004770111-0
CFDA 66.454 (Wanda Andrews, Mon, 17 Dec, 2012)

