

## **SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED 319H GRANT CONTRACTS**

1. **CONTRACTOR RATES:** The use of federal funds in this Agreement in the salary rate (excluding overhead) paid to individual consultants retained by the Grantee or by the Grantee's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2013, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the Grantee or subcontractor will pay these in accordance with its normal travel reimbursement practices). See 40 CFR 31.36 or 30.27 for more information.
2. **FEDERAL EMPLOYEE COSTS:** The Grantee understands that the funds for this project may not be used to pay for the travel of federal employees, or for other costs associated with Federal participation in this project unless the federal agency is performing special technical assistance to the Grantee as allowed under the provisions of the Intergovernmental Cooperation Act.
3. **MANAGEMENT FEES:** The Grantee agrees that management fees or similar charges in excess of the direct costs and approved indirect rates (if applicable) are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work (Attachment A).
4. **ACKNOWLEDGMENTS:** The role of DEQ and the Environmental Protection Agency (EPA) must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing this project, whether funded in whole or in part. Acknowledgment of financial assistance, with the DEQ logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported by this award or any sub-award. The Grantee is responsible for contacting DEQ staff in adequate time to obtain the logo in camera-ready or digital form. Prior to production, DEQ project management staff must approve the final draft.

The acknowledgment should read:

*This project received funding from the Environmental Protection Agency's Section 319 Nonpoint Source Implementation Grant at the Virginia Department of Environmental Quality (DEQ), via grant contract number [insert grant contract number from first page of contract].*

5. **MATCHING FUNDS:** If this Agreement is contingent upon cash and in-kind contributions by the Grantee to the project, the required amount of matching funds will be indicated on the Project Financial Report Form, Attachment B, of these Agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of DCR with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to DCR in the quarterly and final reports described below, both in narrative summary and on Attachment B.
6. **QUALITY ASSURANCE/QUALITY CONTROL PROJECT PLANS:** Within 60 days of the effective date of this Agreement and if required in the Scope of Service (Attachment A) of this Agreement, the Grantee will submit to DEQ, for review and approval, a Quality Assurance/Quality Control Project Plan (QA/QC or QAPP). No water quality monitoring activities or data generation activities shall be initiated until the Quality Assurance/Quality Control Project Plan has been approved by DEQ. The Grantee shall implement the approved Quality Assurance/Quality Control Project Plan in performing environmental monitoring activities. Modifications

of the approved QA/AC Plan must be approved by DEQ in written. DEQ will not reimburse for any activities that do not have the required DEQ approved QAPP

7. **OPERATION AND MAINTENANCE**: Within sixty (60) days of the effective date of this Agreement, the Grantee will submit to DEQ, for review and approval, an Operation and Maintenance Plan for Best Management Practices and other on-the-ground implementation aspects of this project. The Grantee will operate and maintain the project, or secure the operation and maintenance of the project through landowner agreements, in a manner consistent with the plan as approved by DEQ. (Adherence to DCR's Virginia Cost-Share Guidelines and BMP specifications is considered an adequate Operation and Maintenance Plan.). DEQ and EPA respectively reserve the right to periodically inspect a practice during the lifespan identified in the Operation and Maintenance Plan to ensure that operation and maintenance are occurring. Please note that the enforceable length for this term and condition with the length of period identified in the operation and maintenance Plan (e.g. 10 years).

In the event that the Grantee fails to comply, DEQ shall give written notice specifying the failure to comply and shall give the Grantee the time to correct such failure as provided for herein with respect to a breach of this Agreement. For nonpoint source Best Management Practice installations funded through this Agreement, if the Grantee does not comply within ninety (90) days of receipt of written demand from DEQ, the Grantee shall repay an amount, calculated on a straight line pro-rated basis, of the grant funds used for the installation. Enforcement action for BMPs funded through the DCR's Virginia Cost-Share Program will be in accordance with DCR's Virginia Cost-Share Program Guidelines. The grantee and any sub-grantee and DEQ must agree to any transfer the O&M responsibility and the transferee must be determined by DEQ to be eligible to participate in the Section 319 grant program. DEQ may require the grantee or sub-recipient of grant funds for eligible BMPs to refund all or a portion of grant funds if the owner of the property hosting the BMP sells or loses control of the land under which a grant funded project is associated.