

State of Maryland
Department of Natural Resources

Chesapeake & Atlantic Coastal Bays 2010 Trust Fund

Grant Agreement

This Grant Agreement, entered into this 9th day of June, 20 23 by and between the State of Maryland, Department of Natural Resources, Tawes State Office Building, 580 Taylor Avenue, Annapolis, MD 21401 (hereinafter "Department") and

Mayor and Council
City of Rockville
111 Maryland Avenue
Rockville, MD 20850

Federal Tax Identification #: 52-6001573 (hereafter "Grantee").

(hereinafter "Grantee"), (hereinafter, individually, a "Party" and, collectively, the "Parties").

WHEREAS, there is a Chesapeake & Atlantic Coastal Bays 2010 Trust Fund ("Trust Fund"), established with the purpose to provide financial assistance necessary to advance Maryland's progress in meeting the goals established in the Chesapeake Bay Watershed Agreement for the restoration of the Chesapeake Bay and the Atlantic Coastal Bays and their tributaries by focusing limited financial resources on nonpoint source pollution control projects in all regions of the State of Maryland, as set forth in Annotated Code of Maryland, Natural Resources Article §8-2A-01 *et seq.*; and

WHEREAS, the Chesapeake Bay Cabinet administer the Trust Fund in accordance with the Trust Fund final work and expenditure plans, including distribution of funds through grants to counties, bicounty agencies, municipalities, forest conservancy district boards, soil conservation districts, academic institutions, and nonprofit organizations that have a demonstrated ability to implement nonpoint source pollution control projects; and

WHEREAS, funding has been appropriated for the Trust Fund by the General Assembly for Fiscal Year 2023, to be disbursed in grants to certain entities, for the purposes set forth in Code, Natural Resources Article § 8-2A-01 *et seq.*; and

WHEREAS, the Grantee has been selected by the Chesapeake Bay Cabinet to receive such grant assistance from the Trust Fund, and the Grantee has agreed to the provisions contained herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the receipt of a Grant in the amount of Two Million Dollars and Zero Cents (\$2,000,000.00) the Parties agree to the following provisions:

1. **Term.** This Grant Agreement (hereafter “Agreement”) shall be effective as of June 1, 2023 (“Effective Date”) and shall expire without notice on December 31, 2025. The Parties agree that this Agreement is valid, binding and enforceable upon the Parties from and including the Effective Date.

2. **Scope of Work.** The Grantee shall conduct the work contained in the Scope of Work in Attachment A: Scope of Work, Budget, and Other Requirements, which is incorporated into and made an integral part of this Agreement.

3. **Notice to Proceed.** No work may be initiated under this Agreement until the Grantee has been instructed in writing to proceed by the Department.

4. **Standard of Performance.** The Grantee is responsible for supervision and inspection of, and the technical accuracy and coordination of all work pursuant to this Agreement as set forth in Attachment A’s Scope of Work.

5. **Prosecution of the Work.** The Grantee shall prosecute all work continuously and diligently until the termination of this Agreement.

6. **Amendments.** This Agreement may be amended only by a writing signed by both Parties.

7. **Independent Entity.** Grantee acknowledges that it is neither an agent nor an employee of the Department, but is an independent entity, and cannot commit the Department to any expenditures of funds or enter into any contractual obligation on behalf of the Department.

8. **Supplies and Materials.** The Grantee shall be responsible for identifying and acquiring all supplies and materials necessary for performance of all work,

9. **Taxes.** The Grantee shall be responsible for withholding any taxes and social security payments due in relation to this Agreement.

10. **No Subletting or Assignment.** The Grantee shall not sublet, assign, or transfer this Agreement or any portion thereof without prior written consent of the Department.

11. **Department Property.** Unless otherwise specified in writing, the Grantee agrees that all reports, drawings, studies, estimates, maps, and computations prepared by or for it under the terms of the Agreement shall be delivered upon request to, and become the property of, the Department upon termination or completion of the work.

12. **Billings; Payments.**

A. Funds paid to the Grantee under this Agreement shall be used only for the purposes set forth in this Agreement and Attachment A’s Scope of Work. The Grantee shall submit

billings for the expenses authorized for the work under this Agreement in accordance with the payment schedule set forth in Attachment A's Other Requirements. Each billing shall identify the progress made in relation to the schedule, and the amount of payment requested. The Grantee shall submit a final invoice no later than 30 days after the date of expiration of this Agreement set forth in Paragraph 1, above.

B. The Grantee shall follow cost accounting practices acceptable to the Department. Payments will be made only for the costs authorized in Attachment A's Budget. Billings shall be due and payable within 30 days of receipt by the Department. The Grantee agrees that no claims or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

13. **Status/Progress Reports.** The Grantee shall submit quarterly status/progress reports to the Department at the same time as the billing submissions required under Paragraph 12, above. Each status report shall contain the information required by Annotated Code of Maryland, Natural Resources Article § 8-2A-04(e) for work performed during that quarter. Payment of the costs identified in the billing submissions is contingent on the Department's satisfaction with the Grantee's progress in the work. At the end of the term of the Agreement, the Grantee shall submit a final report, as described in Attachment A's Other Requirements.

14. **Subcontract or Subgrant.** In the case of any subcontract or subgrant, the Grantee agrees to bind the subcontractor or subgrantee and every subcontractor or subgrantee agrees to be bound by all terms of this Agreement, unless the Grantee requests, and the Department agrees in writing, to amend this Agreement to modify or waive one or more provisions.

15. **Inspections.** The Department shall have the right, during normal business hours, to enter upon and inspect the lands, equipment, records, and property owned or used by the Grantee in connection with this Grant, to determine the Grantee's compliance with the terms and conditions of this Agreement.

16. **Audit.** The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant, or any applicable statute of limitations, whichever is longer. Should the Department determine that Grant funds have been expended for activities outside the scope of this Agreement, the Grantee, on demand by the Department, shall reimburse the Department for all such funds.

17. **Title to Property.** Subject to the obligations and conditions set forth in this Agreement, title to equipment or personal property acquired with funds under this Agreement by the Grantee or a subgrantee will vest upon acquisition in the Grantee or subgrantee respectively. Title to real property will vest in the State.

18. Equipment.

A. The Grantee and subgrantee shall maintain the equipment, and real and personal property, in good order, and shall employ adequate safeguards to prevent loss, damage, or theft of the property.

B. For any item of real or personal property, including equipment, acquired with Grant funds which has an original per-unit fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the duration of this Agreement or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. In case of loss, theft, or damage of the insured property, proceeds of insurance required by this paragraph shall be applied towards replacement of the property or towards the partial or total repayment to the State of the Grant, in the sole discretion of the Department.

C. Equipment shall be used by the Grantee or subgrantee for the project or work for which it was acquired as long as needed, whether or not the project or work continues to be supported by Trust Fund Grant funds.

D. The Grantee or subgrantee may not use equipment acquired with Trust Fund Grant funds to provide services for a fee to compete with private companies that provide equivalent services, unless specifically allowed by federal or state law.

E. When no longer needed for the project or work under this Agreement, the equipment may be used in other work or projects currently or previously supported by a State agency. The Grantee or subgrantee may acquire replacement equipment, and may use the original equipment to be replaced as a trade-in to offset the cost of the replacement equipment, subject to the approval of the Department.

F. When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, personal property and equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of less than five thousand dollars (\$5,000.00) may be retained, sold, or otherwise disposed of by the Grantee.

G. When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of five thousand dollars (\$5,000.00) or more may be retained or sold, and any proceeds from a disposition shall be applied to repay to the State a percentage of the portion of the Grant allocable to the property disposed of, unless the Grantee and the Department agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted bases of the property that would remain if the property had been recover

property placed in service after 1986 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the 26 U.S.C. § 168.

19. **Laws of Maryland.** This Agreement shall be governed by the laws of the State of Maryland, and the Parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any questions arising hereunder.

20. **Non-Discrimination in Employment.** The Grantee agrees: (1) to assure all persons equal opportunity in receiving employment and in all labor management-union relations, regardless of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this paragraph.

21. **Compliance with Laws.** The Grantee agrees that it shall: (1) comply with all federal, State, and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement; and (2) obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

22. **Subcontractor Qualification.** The Grantee hereby represents and warrants that it and any subcontractor it hires is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

23. **Indemnification.** To the fullest extent permitted under applicable law, the Grantee shall indemnify and save harmless the State and the Department and defend the Department and all of its representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the State or the Department arising out of or as a result of this Agreement. To the fullest extent permitted by law, the Grantee is responsible for all damage to life and property due to its activities, or those of its agents, employees, subgrantees, or subcontractors, arising out of or in connection with its performance under this Agreement until all services under this Agreement are declared accepted by the Department.

24. **Disputes.** Any disputes between the Department and the Grantee related to this Agreement shall be presented in writing by the Party asserting the dispute, to the other Party. The written statement shall set forth the nature and, if applicable, the monetary value of the dispute, and the facts on which the dispute is based. The Parties agree that they will work diligently and in good faith to resolve any dispute, and that, pending the resolution of the dispute, the Grantee will proceed with the work under this Agreement.

25. Termination.

A. This Agreement may be terminated in writing by either Party upon thirty (30) days written notice to the other Party. Service of any notice required under this Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative of the Party at the address listed in the Agreement.

B. The Department may instruct the Grantee to terminate the performance of work under this Agreement in whole, or from time to time in part, whenever the Department determines that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with the Grantee's work under this Agreement, which the Grantee has incurred and has documented, up to the date of termination.

C. If the Grantee fails to fulfill its obligations under this Agreement, or otherwise violates any provision of the Agreement, the Department may terminate the Agreement for default by issuing written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work accomplished by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for any satisfactory work prior to the issuance of the notice of termination, less the amount of any set-off or damage caused by the Grantee's breach of its obligations. The Grantee is liable after termination, and the Department retains the right to collect, any and all monies owed to the Department under this Grant.

26. Whole Agreement. This agreement embodies that whole agreement of the Parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.

27. Key Personnel. The Parties agree that the following named individuals are considered to be essential to the work being performed under this Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Agreement:

Heather Gewandter
240-314-8873; hgewandter@rockvillemd.gov

Gabriel Kosarek
240-314-8513 ; gkosarek@rockvillemd.gov

Should any of these individuals become unavailable during the term of this Agreement, the Grantee shall assign personnel of equivalent capability to the work. Prior written approval of the Department is required for any substitution of key personnel, which approval may be denied at the Department's sole discretion. If the Grantee is unable to provide substitute personnel acceptable to the Department, the Department may, at its option, terminate this

Agreement, or require an equitable adjustment in the Grant to account for the loss of key personnel.

28. Agreement Representatives. The Parties designate the following named individuals as Agreement Representatives for the purpose of any notices required under this Agreement. The Parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative's contact information.

Ari Engelberg,
(410) 260-8734; ari.engelberg@maryland.gov

Heather Gewandter
240-314-8873; hgewardter@rockvillemd.gov

29. Severability. If any of these provisions shall contravene, or be invalid under, the laws of a particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the Parties shall be construed and enforced accordingly.

30. Electronic Signatures. Signatures provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail or by an electronic signature program, shall be deemed to be original signatures.

IN WITNESS THEREOF, the Parties have executed this Agreement by causing the same to be signed on the day and year first above written.

Reviewed for Legal Sufficiency by
the Office of the City Attorney

Ashley E McFarland
Ashley McFarland Sr. Asst.
City Attorney

Sara Taylor-Ferrell
Witness
Sara Taylor Ferrell City Clerk
Director of
Council
operations

Stanley Pratt
Witness

MAYOR AND COUNCIL
CITY OF ROCKVILLE

Robert DiSpirito
City Manager City of Rockville

STATE OF MARYLAND
DEPARTMENT OF NATURAL
RESOURCES

Christine Conn
Christine Conn, Acting Unit Director
Chesapeake & Coastal Service

THIS CHESAPEAKE AND ATLANTIC COASTAL BAYS 2010 TRUST FUND GRANT AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURE OR PERFORMANCE OF ANY WORK.

Talley H-S. Kovacs
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources

Approved by Talley: 12/5/22

Attachment A
SCOPE OF WORK, BUDGET, AND OTHER REQUIREMENTS

Section I. Scope of Work

Project Title: Croydon Creek/Calvin Park Stream Restoration

Budget:	State (Trust Fund):	\$ 2,000,000.00
	<u>Leveraged Funds:</u>	<u>\$ 2,225,487.00</u>
	Total:	\$ 4,225,487.00

Funding Period: June 1, 2023 - December 31, 2025

Funding Recipient: City of Rockville

1. Abstract

The Croydon Creek/Calvin Park project restoration is designed to improve water quality and restore habitat within the stream and the forested buffer. The project will also reconnect the stream to its floodplain resulting in some flood mitigation impacts downstream as well. The Croydon Creek Stream Restoration will restore approximately 3,800 LF of heavily impacted urban stream channel.

2. Background

In 2013, the City of Rockville commissioned the development of the Rock Creek Watershed Assessment and Management Plan. The City's goals for this management plan included identifying additional stormwater management (SWM) opportunities and stream restoration projects, Environmental Site Design (ESD) opportunities, constraints for small-scale SWM features, and operational strategies that would complement the City's ongoing watershed projects and operations. The Croydon Creek/Calvin Park Tributary Restoration project was identified as a priority in this management plan.

The Croydon Creek/Calvin Park project is located within the Rock Creek Watershed. Rock Creek originates in northern Montgomery County, passes briefly through Rockville, and continues through the District of Columbia to meet the Potomac River. The Rock Creek watershed encompasses 4 square miles of the eastern side of the City. The watershed includes parts of Rockville Town Center and the Rockville Pike/Hungerford Drive corridors, the neighborhoods of Lincoln Park, East Rockville and Twinbrook, and industrial areas along Gude Drive and Southlawn Lane, as well as Redgate Golf Course and the City's Civic Center Park.

The Croydon Creek/Calvin Park Tributary Restoration project is within a recreation park solely owned by the City of Rockville. This project combines work on Croydon Creek and the Calvin Park Tributary. The Croydon Creek section begins at a failed dam

northwest of the Glenview Mansion and continues easterly to the Rock Creek Regional Park. There are many very tight meander bends and vertical banks with no vegetation. The stream has downcut 2.5 to 3.0 feet on average. The bed and bank erosion has resulted in excessive sediment within the stream, causing large point bars, side bars, and mid-channel bars. Calvin Park Tributary stream corridor, begins at Baltimore Road, flows in a northerly direction toward Croydon Creek. The stream contains sediment deposits, is severely incised, actively eroding, and widening.

The Croydon Creek Stream restoration is designed to improve water quality and restore habitat both in stream and within the forested buffer. The proposed design includes natural channel design techniques like riffle grade control structures to provide local lifting of the channel invert to increase access to the floodplain during storm flows and to enhance riffle habitat. Additionally, a regenerative step-pool storm conveyance (RSC) is proposed to restore the deeply incised and entrenched outfall channel and approximately 450 square yards of vernal pools are proposed throughout the project area. A section of this stream was previously restored by the Washington Sanitary Sewer Commission as well.

3. Objectives, Responsibilities, and Deliverables

The City of Rockville is solely responsible for implementing this project and the objectives are as follows:

- Help meet TMDL goals for the Chesapeake Bay and Rock Creek Watershed (local sediment TMDL)
- Restore 3800 linear feet of stream channel.

The City of Rockville will be claiming the reduction credits generated by this stream restoration. The City of Rockville reports all progress towards achieving TMDL goals via the Montgomery County WIP two-year milestone submissions. The City will also report implementation of these projects to MDE via its NPDES phase II annual report. This project furthers the following Chesapeake Watershed Agreement goals:

Vital Habitat – The Croydon Creek stream restoration will:

- Create 450 square yards of vernal pools.
- Plant 895 trees
- Plant 1,322 shrubs

Water Quality – The Croydon Creek stream restoration is specifically designed to help meet Bay TMDL water quality goals.

4. Performance & Compliance Monitoring Strategy

The City does not plan to perform before and after water quality monitoring. The City will get as-built plans for the project, and calculate pollutant load reductions in Field Doc upon project completion. As described in the long-term protection plan below, the City will carry-out five years of maintenance after construction to ensure there are no

major stability issues.

5. Maintenance & Inspection Plan

Metrics of project success include proper installation of design, maintained function of the design long-term (stable stream), and survival of trees in stream buffer area. The City of Rockville assigns a dedicated construction management inspector to these projects during construction. Additionally, the City hires the design- engineering firm to be on-site and inspect during construction. The project is located on City-owned parkland that provides long-term protection of the site.

The City has stringent environmental regulations to protect stream valley buffers and forests in the long-term. The City will carry out five years of maintenance after construction that incorporates plant augmentation and invasive plant control for both projects. If issues are identified, they will be address via the City's established SWM facility maintenance program. The programs current funding is almost \$830,000 annually.

6. Project List

Project Title	Description	Location (lat/long) Decimal degrees	2012 Leg district	8-digit watershed	Status (Design/Planning, Permit, Construction)	Estimated Cost	*Est. Reductions	Deliverables (linear feet stream, acres wetland, treated impervious, etc.)
Croydon Creek/Ca Ivin Park Stream Restoration	The Croydon Creek Stream Restoration will restore approximately 3,800 LF of heavily impacted urban stream channel.	39.08737, -77.12651	17	02140206 -Rock Creek	65-90% designed	TF: \$2,000,000.00 Leveraged: \$2,225,487.00 Total: \$4,225,487.00	2517.33 lbs N; 1159.29 lbs P; 1811.45 tons Sed/TSS	3800 Linear ft of stream restoration, 450 square yards vernal pools created, 895 trees and 1,322 shrubs planted

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7. Timeline (*include design, permitting, construction*)

	2022							2023					
<i>Project</i>	6	7	8	9	10	11	12	1	2	3	4	5	6
Permitting/Design/Procurement	x	x	x	x	x	x	x	x	x	x	x	x	
Construction													x
Planting													
Final Reporting													

	2023						2024					
<i>Project</i>	7	8	9	10	11	12	1	2	3	4	5	6
Permitting/Design												
Construction	x	x	x	x	x	x	x	x				x
Planting												
Final Reporting												

	2024						2025					
<i>Project</i>	7	8	9	10	11	12	1	2	3	4	5	6
Permitting/Design												
Construction	x	x	x	x	x	x	x	x				x
Planting												
Final Reporting												

	2025					
<i>Project</i>	7	8	9	10	11	12
Permitting/Design						
Construction	x					
Planting		x	x	x		
Final Reporting					x	x

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Section II. Budget

After Grantee has been paid an amount equal to ninety percent (90%) of the funds initially allocated and approved for this grant, the Department of Natural Resources may withhold from payment an amount of not more than ten percent (10%) of the total grant amount, until satisfactory completion and submission by Grantee of all tasks described under this agreement.

Category	State	Documented Match	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel approx. @ \$0.56/mi.	\$0.00	\$0.00	\$0.00
Field Supplies	\$0.00	\$0.00	\$0.00
Supplies (Office)	\$0.00	\$0.00	\$0.00
Contractual	\$2,000,000.00 ¹	\$0.00	\$2,000,000.00
Other	\$0.00	\$0.00	\$0.00
Indirect / Administration	\$0.00	\$0.00	\$0.00
Total	\$2,000,000.00	\$0.00	\$2,000,000.00

Contractual¹: All requested funding will be used to reimburse the City on contractor costs for project construction. The cost estimates are based on the 90% Engineer's Estimate. The trust fund will be used to finance the water quality related components of the project (e.g., more extensive plantings with the goal of higher quality aquatic habitat).

Description	Unit	Quantity	Estimate Unit Price	Estimated Total Cost	City Funding	State Funding
Mobilization	LS	1	\$201,214	\$201,214	\$99,755	\$101,459
Construction Stakeout & As-built	LS	1	\$80,000.00	\$80,000	\$39,661	\$40,339
Temporary Traffic & Pedestrian Controls	LS	1	\$4,000.00	\$4,000	\$1,983	\$2,017
Clearing and Grubbing	LS	1	\$50,000.00	\$50,000	\$24,788	\$25,212

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Trunk Protection (TP)	EA	181	\$200.00	\$36,200	\$17,947	\$18,253
Root Pruning (RP)	LF	1,200	\$11.00	\$13,200	\$6,544	\$6,656
Limb Pruning (LP)	LS	1	\$7,500.00	\$7,500	\$3,718	\$3,782
Vegetation Management Crew	DAY	8	\$2,600.00	\$20,800	\$10,312	\$10,488
Stabilized Construction Entrance (SCE)	EA	3	\$2,200.00	\$6,600	\$3,272	\$3,328
Temporary Construction Mulch Access Road Without Timber Mat	LF	1,400	\$40.00	\$56,000	\$27,763	\$28,237
Temporary Construction Mulch Access Road With Timber Mat	LF	2,400	\$150.00	\$360,000	\$178,475	\$181,525
Temporary Access Bridge	EA	3	\$27,000.00	\$81,000	\$40,157	\$40,843
Tree Protection Fencing (TPF)	LF	10,156	\$7.00	\$71,092	\$35,245	\$35,847
High Visibility Fencing (HVF)	LF	2,725	\$3.00	\$8,175	\$4,053	\$4,122
Staging & Stockpile Areas	LS	1	\$94,250.00	\$94,250	\$46,726	\$47,524
Manhole Protection	EA	14	\$250.00	\$3,500	\$3,500	\$0
Silt Fence	LF	250	\$6.00	\$1,500	\$744	\$756
Super Silt Fence	LF	596	\$13.00	\$7,748	\$3,841	\$3,907
Pumped Silt Control Diversion	LS	1	\$30,000.00	\$30,000	\$14,873	\$15,127
Stream Diversion	LS	1	\$65,000.00	\$65,000	\$32,225	\$32,775
Excavation (Class 5)	CY	3,200	\$50.00	\$160,000	\$79,322	\$80,678
Demolition & Disposal of Ex. Structures & Debris	LS	1	\$16,250.00	\$16,250	\$8,056	\$8,194

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Soil Stabilization Matting	SY	10,922	\$7.25	\$79,185	\$39,257	\$39,928
Endwall-SHA Tributary Outfall (Type C Endwall for 36" pipe)	EA	1	\$6,000.00	\$6,000	\$6,000	\$0
Endwall-Calvin Tributary Outfall (Type C Endwall for 18" pipe)	EA	1	\$2,500.00	\$2,500	\$2,500	\$0
Sewer Protection	LS	1	\$118,650.00	\$118,650	\$118,650	\$0
Riffle Grade Control	EA	14	\$42,157.50	\$590,205	\$292,603	\$297,602
Vernal Pool	EA	4	\$3,000.00	\$12,000	\$5,949	\$6,051
Regenerative Step Pool Storm Conveyance	LS	1	\$191,100.00	\$191,100	\$94,741	\$96,359
Riffle Weir	EA	21	\$25,462.50	\$534,713	\$265,092	\$269,621
Wrapped Soil Lift	LF	600	\$400.00	\$240,000	\$118,984	\$121,016
Boulder Revetment	LF	1,046	\$525.00	\$549,150	\$272,249	\$276,901
Replace 10" culverts along pedestrian trail ¹	LF	45	\$55.00	\$2,475	\$2,475	\$0
Rip Rap Swale	SY	80	\$189.00	\$15,120	\$7,496	\$7,624
Cobble Channel	LS	1	\$1,890.00	\$1,890	\$937	\$953
Rock Root Packing	LF	60	\$210.00	\$12,600	\$6,247	\$6,353
Pedestrian Bridge	LS	1	\$54,600.00	\$54,600	\$27,069	\$27,531
Hot Mix Asphalt Patches	SY	20	\$110.00	\$2,200	\$2,200	\$0
Concrete Curb & Gutter	LF	45	\$50.00	\$2,250	\$2,250	\$0

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Floodplain Seed Mix	SY	21,513	\$2.00	\$43,026	\$21,331	\$21,695
Turfgrass Seed Mix	SY	1,923	\$2.00	\$3,846	\$1,907	\$1,939
Placing Topsoil 4" Depth	SY	10,922	\$10.00	\$109,220	\$54,147	\$55,073
Tree, Shrub and Perennial Installation & Establishment	LS	1	\$127,625.00	\$127,625	\$63,272	\$64,353
Deer Protection - Tree	EA	411	\$18.00	\$7,398	\$3,668	\$3,730
Deer Protection - Shrub	EA	526	\$45.00	\$23,670	\$11,735	\$11,935
Wood Fence-Replace (at Upper-most SCE)	LF	35	\$15.00	\$525	\$260	\$265
Trail improvements/markers/signage	LS	1	\$6,000.00	\$6,000	\$6,000	\$0
Avery Road	LS	1	\$115,509.90	\$115,510	\$115,510	\$0
			Subtotal	\$4,225,487	\$2,225,487.00	\$2,000,000.00

Leveraged Funds:

The City of Rockville will be providing **\$2,225,487.00** in leveraged funds to the project. The leveraged funding will provide construction expenses to complete the stream restoration. These leveraged funds demonstrate local commitment to the project and will be a component of the Final Report; however, these funds will not be documented through invoices.

City of Rockville procurement guidelines and procedures will be followed.

Section III. Other Requirements**1. Reporting/Documentation Requirements:**

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Progress reports shall be submitted through the DNR CCS Grants Gateway management portal (https://webportalapp.com/sp/home/grants_gateway) to assure that projects are on task to meet milestone target dates. Each report must document project and budget status and identify any problems or other concerns. The reports will be submitted in line with the following schedule:

<u>Time Frame</u>	<u>Due Date</u>
June 1, 2023 – June 30, 2023	July 15, 2023
July 1, 2023-September 30, 2023	October 15, 2023
October 1, 2023 – December 31, 2023	January 15, 2024
January 1, 2024 – March 31, 2024	April 15, 2024
April 1, 2024– June 30, 2024	July 15, 2024
July 1, 2024 – September 30, 2024	October 15, 2024
October 1, 2024 – December 31, 2024	January 15, 2025
January 1, 2025 – March 31, 2025	April 15, 2025
April 1, 2025– June 30, 2025	July 15, 2025
July 1, 2025 – September 30, 2025	October 15, 2025
October 1, 2025– December 31, 2025	December 31, 2025 (FINAL)

Invoices with appropriate back-up documentation shall be submitted for the same time frames noted above unless prepaid expenses are approved.

2. **Prepaid Expenses**

Prepayment of expenses will be considered based on documentation of immediate need by the Grantee. All requests must be accompanied by a detailed list of proposed expenditures and shall include original correspondence from contractors to document requested prepayment. If provision of prepaid expenses is approved by the Department, receipts and back-up documentation must be submitted on a calendar-month basis. With exception of the final report and final invoice, calendar-month reports and prepayment back-up documentation is due by the 15th of the following month. (e.g. March 1, 2021-March 31, 2021 information is due April 15, 2021.) The Grantee will certify in the monthly report what work has been completed in relation to the approved scope of work. If contractor invoices do not include a term of work, the Grantee will certify the term of work. The Grantee will provide proof of payment to include date paid and check number (or voucher number).

Documentation and all proof of payment for the prepaid expenses must be submitted prior to submitting any further requests for prepayment or reimbursement. Failure to provide adequate back-up documentation for a prepayment will result in delays/reductions to future reimbursements.

A **final report** will be required at the end of the project period to provide a detailed summary of the outcomes/results, lessons learned, impact of the funding and next steps. This report should cover activities conducted over the entire project period and should be suitable for printing and sharing through media outlets (i.e. success story). **Photo documentation is required.**

The funding recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project beyond the end date stipulated in the grant. The final invoice with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than **thirty days** after the end date of the grant.

3. **Signage, Publications, Videos and Acknowledgment of Grant Funding**

In promotion of projects funded through the Chesapeake & Atlantic Coastal Bays Trust Fund (Trust Fund), grant recipients will acknowledge the Trust Fund on all signage, publications, videos, and other promotional materials. A State logo shall be present on materials created to promote projects funded through the Trust Fund. The appropriate logo can be obtained through the Ari Engelberg (ari.engelberg@maryland.gov).

Sample language for signage and other promotional materials: "This project was funded completely or in part by the Maryland's Chesapeake & Atlantic Coastal Bays Trust Fund. For more information, visit <http://dnr.maryland.gov/ccs/Pages/funding/trust-fund.aspx>."

4. **Guidelines for Proper Invoicing**

Grantees shall submit, generally on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. **Time period on each invoice shall coincide with time period on backup documentation.** The format of the invoice shall mimic the format of the budget in this scope of work to the greatest extent possible. Each invoice shall include a summary sheet that breaks down expenditures by budget category. The summary sheet should include a salary and fringe breakdown to include grade/step, position, and number of hours worked multiplied by the appropriate hourly pay rate. Also, include all necessary backup documentation that will serve as verification for all expenditures listed on the summary sheet. The grant tracking number will be noted on all invoices. Examples of acceptable documentation for expenditures are listed below.

Appeals for advancement of funds, for the purpose of mobilizing implementation of the project components, will be considered on a project by project basis when need is determined by the Department. All requests must be accompanied by a detailed list of proposed expenditures as well as documented need by contractor to have funding "upfront". If provision of upfront funds is approved, receipts for all purchases are required within 60 days of purchase. Failure to provide adequate back-up documentation for funding advancement will result in delays/reductions to future reimbursement

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requests. Examples of acceptable back-up documentation include but are not limited to the following:

<u>Category</u>	<u>Backup Documentation Needed</u>
Salaries	Copies of signed time sheets with project hours associated with the work under the Grant and proof of payment (e.g., pay statements) for each individual in the Budget supported by the Grant.
Communication (telephone bills, postage)	Copies of phone bills. Documentation for postage should include copies of receipts.
Travel	Copies of validated bills, invoices and receipts that are related to your travel must be provided along with proof of payment.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or FS18 signed by a Fiscal Officer.
For corporate card purchases, each cardholder shall provide the standard DNR "Activity Log," bank memo statement and receipts for recording each transaction (purchase and/or credit) made with each corporate purchasing card which must include the following: <i>transaction date, merchant name, description of item purchased (including quantity), account (PCA code) to be charged if different from that assigned to the card, and amount of purchase.</i>	
Contractual Services	Copies of bills or invoices <u>with</u> receipts or FS18 signed by a Fiscal Officer. Also, copies of cleared checks or copies of check numbers and/or credit card transactions.
Administration	No backup documentation is required for administrative expenses, but should be calculated at 1.5% of direct costs per invoice period.
Match	Match, if applicable, shall be labeled as match and shall be documented in the same format as direct charges. Match shall be paid out at the same general rate as the Grant share. Match information shall be provided with each invoice submission for direct charges.

5. Modifications to the Scope of Work, Budget, or Schedule

The budget, scope of work, or schedule can be modified using the following guidelines and conditions:

1. Project managers should submit modification requests to the DNR Agreement Representative at least 60 days prior to the requested approval date of the modification.
2. Project managers may shift up to ten percent (10%) of their total project funds from one existing line-item (e.g. supplies, travel, etc.) to another, as long as it doesn't substantively modify the project's goals, objective, milestones or deliverables.
3. Prior approval from the DNR Agreement Representative is required to:
 - (a) Modify the project budget by more than ten percent (10%); OR
 - (b) Add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
 - (c) Provide a no-cost extension; OR
 - (d) Change the project's goals, objectives, milestones or deliverables.