

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION NUMBER: 56-6000122

This Contract is hereby made and entered into this 21 day of March, 2018, by and between the **NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**, (the "Agency") and the Fayetteville-Cumberland Parks and Recreation Dept., (the "Grantee") (referred to collectively as the "Parties") for the Blount's Creek Trail **Project**, as described in the Grantee's Response to Agency's Call for Grant Proposals (the "Project").

1. Contract Documents: This Contract consists of the following documents, all of which are identified by name as:

Grant Contract No. RTP2015-02P001

- (1) Grant Contract
- (2) Secretary Award Letter
- (3) General Terms and Conditions
- (4) Notice of Certain Reporting and Audit Requirements
- (5) Federal Certification Regarding Drug-Free Workplace
- (6) Federal Certification Regarding Lobbying
- (7) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
- (8) Iran Divestment Act Certification
- (9) Federal Assurances – Compliance Form
- (10) Application Signature Page
- (11) Insurance Requirement Notification Form
- (12) Grant Administrative and Programmatic Conditions
- (13) Grantee's Response to Agency's Call for Grant Proposals (grantee's application), including line item budget and budget narrative and *if applicable*, indirect cost documentation

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 herein.

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 for a period of four (4) years from the date of the Secretary Award letter.

4. Contract Procedures: Once this Contract has been executed and the Secretary Award letter issued, the Grantee shall undertake and complete the Project in accordance with the sequence of steps outlined below, which shall assure expeditious completion considering the purposes of this Contract:

a. Complete Environmental Review and obtain & abide by any required permits;

- i. Grantee will obtain all required permits to complete the Project prior to beginning construction. Grantee must provide documentation of the Environmental Review and all required permits to initiate the next step.

- b. Notify the Grants Manager when the Grantee is ready to begin the Project once they have received a notice to proceed;
- i. The Grantee may begin to incur expenses for the Project only once they have completed this notification.
- c. Request reimbursement for eligible expenses at a minimum of every six (6) months;
- d. Notify the Regional Trails Specialist and Grants Manager when the Project is complete to schedule a final inspection;
- i. Grantee must complete the Project within the term of this Contract.
- e. Request final reimbursement prior to the termination or expiration of this Contract;
- f. Submit a letter to unencumber any remaining funds that were not used for the contracted deliverables.
5. **Grantee's Duties:** The Grantee provides the Project as described in the Grantee's Response to Agency's Call for Grant Proposals and in accordance with the approved budget therein.
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

Seventy-five thousand dollars (\$ 75,000.00).

This amount consists of:

| Type of Funds | Funding Source | CFDA No. |
|----------------|----------------------|----------|
| Other Receipts | FHWA-RTP THROUGH DOT | 20.219 |

Accounting Code Information:

| Dollars | GL Company | GL Account | GL Center |
|--------------|------------|------------|-----------|
| \$ 75,000.00 | 4602 | 536425 | 2803 |

[x] a. The Grantee's matching requirement is \$ 18,750.00, which shall consist of:

| | | |
|---|-------------------------------|--------------|
| | In-Kind | \$ |
| | Cash | \$ |
| X | Other / Specify: Forced Labor | \$ 18,750.00 |

- [] b. The Grantee has committed to an additional \$_____ to complete the project as described in the Grantee's response to Agency's call for grant proposals.

| | |
|------------------|----|
| In-Kind | \$ |
| Cash | \$ |
| Other / Specify: | \$ |

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

The total contract amount is \$ 93,750.00.

7. **Conflict of Interest Policy:** Grantee implements a Conflict of Interest policy that meets or exceeds the requirements of N.C.G.S. §143-6.2 (b1). Grantee has filed with the Agency a copy, which is attached, of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body in accordance with N.C.G.S. 143-6.2(b1)(2005). The policy addresses situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and includes actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.
8. **Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143-6.2(b2), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. 143-34(b).
9. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
10. **Reporting Requirements:** This Contract is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements which is attached.
11. **Payment Provisions:** The Grantee will be reimbursed 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. Allowable expenditures are defined as those 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 the Grantee's response to Agency's call for grant proposals.
12. **Invoices:** The Grantee shall submit 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 (6) months after the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.
13. **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 notice to the other Party.

Any changes in the scope of this 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: |
| Talivia Brodie NC Division of Parks and Recreation MSC 1615 Raleigh, NC 27699-1615 919-707-9320 Talivia.brodie@ncparks.gov |

| Grantee Contract Administrator | Grantee Principal Investigator or Key Personnel |
|--|---|
| Ms. Tiffany Bell | SAME |
| Management Analyst | |
| Fayetteville-Cumberland Parks and Recreation Dept. | |
| 121 Lamon Street | |
| Fayetteville, NC 28301 | |
| (910) 433-1395 | |
| tbell@ci.fay.nc.us | |

- 14. 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 timely notice to the Agency Contract Administrator.
- 15. 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 the Project services and related programs FHWA-RTP through NC DOT funds. 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.
- 16. Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- Implement adequate internal controls over disbursements;
 - 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
 - Assure adequate control of signature stamps/plates;
 - Assure adequate control of negotiable instruments; and
 - Implement procedures to ensure that account balance is solvent and reconcile the account monthly.
- 17. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to this 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.

18. E-Verify: As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

19. Assurances for Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. Debarment And Suspension -To the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
- (b) have not within a 3-year period preceding this proposal 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 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Lobbying -To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Drug-Free Work Place Requirements – It will comply 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) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, 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), above, 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), above 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), above.

- 4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
- 5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.

6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

20. Signature Warranty:

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

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 is retained by the Agency, the day and year first above written.

GRANTEE

**NORTH CAROLINA
DEPARTMENT OF NATURAL AND
CULTURAL RESOURCES**

By: _____
Grantee's Signature

By: _____
Authorized Agent

Printed Name

Michael A. Murphy, Director

NC Division of Parks & Recreation

Title

ORIGINAL

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Grantee shall fail to fulfill in timely and proper manner the obligations under this contract, the Agency shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Grantee shall, at the option of the Agency, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Agency may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Agency.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Grantee to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Agency reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Grantee are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Grantees if the Grantee or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Agency that solicit sales or transact business on behalf of the Grantee and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Grantee certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Grantee will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Grantee under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

9. **INTELLECTUAL PROPERTY INDEMNITY:** Grantee shall hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
10. **ADVERTISING:** Grantee agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Grantee may inquire whether the Agency is willing to act as a reference by providing factual information directly to other prospective customers.
11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9) and §147-64.7.
12. **ASSIGNMENT:** No assignment of the Grantee's obligations nor the Grantee's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Grantee, the Agency may:

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

In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Agency may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Grantee's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **INSURANCE:**

COVERAGE - During the term of the Contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Grantee shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Grantee shall hold and save the Agency, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
15. **INDEPENDENT CONTRACTOR:** Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
16. **KEY PERSONNEL:** Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Grantee's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Grantee or its employees shall not be subcontracted without prior written approval of the Agency's assigned Contract Administrator.
18. **TERMINATION FOR CONVENIENCE:** The Agency may terminate this contract at any time by 30 days' notice in writing from the Agency to the Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided in this section, the Agency shall pay for services satisfactorily completed by the Grantee, less payment or compensation previously made.
19. **CONFIDENTIALITY:** Any Agency information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Grantee under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Agency.
20. **CARE OF PROPERTY:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished it by the Agency for use in connection with the performance of this contract or purchased by or for the Agency for this contract, and Grantee will reimburse the Agency for loss or damage of such property while in Grantee's custody.
21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be and become the property of the Agency, and Grantee hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the Agency; provided, however, that as to any preexisting works imbedded in such deliverables, Grantee hereby grants the Agency a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **COMPLIANCE WITH LAWS:** Grantee shall comply 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.
23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Grantee. This Contract shall not be amended orally or by performance.
24. **WAIVER:** The failure to enforce or the waiver by the Agency of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Notice of Certain Reporting and Audit Requirements

Grantee shall comply with the all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 09 NCAC Subchapter 03M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for grantees and subgrantees receiving State funds. The reporting thresholds are:

- (1) Less than \$25,000 — A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 09 NCAC Subchapter 03M including:

- (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
- (B) An accounting of the State funds received, used, or expended. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.

- (2) \$25,000 up to \$500,000 - A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

- (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
- (B) An accounting of the State funds received, used, or expended; and
- (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.

- (3) Greater than \$500,000 — A grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

- (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
- (B) An audit prepared and completed by a licensed Certified Public Accountant for the grantee consistent with the reporting requirement of this Subchapter; and
- (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine months after the end of the grantee's fiscal year in which the State funds were received.

Other Provisions:

1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management (OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
2. The audit requirements in 09 NCAC Subchapter 03M do not replace a request for submission of audit reports by grantor agencies in connection with requests for direct appropriation of state aid by the General Assembly.
3. Notwithstanding the provisions of 09 NCAC Subchapter 03M, a grantee may satisfy the reporting requirements of Part (a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

FEDERAL CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(Requirement of Governmental Agencies and Non-Profit Organizations)

1. By execution of this Agreement the Contractor 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 Contractor'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 Contractor'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 be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notify the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notify the Department within ten days after 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 law enforcement, or other appropriate agency; and
- Making a good effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

Signature

Title

Agency/Organization

FEDERAL CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Agency/Organization

Date

**FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

(Requirement of Governmental Agencies and Non-Profit Organizations)

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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.
9. Except for transactions authorized in paragraph 5 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 with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Title

Agency/Organization

Date

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

| | |
|--------------|-------|
| By: _____ | _____ |
| Signature | Date |
| _____ | _____ |
| Printed Name | Title |

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
 and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

RECREATIONAL TRAILS PROGRAM FEDERAL ASSURANCES - COMPLIANCE FORM

(Requirement of Governmental Agencies and Non-Profit Organizations)

As the duly authorized representative of the applicant, I certify that the applicant:

Name of Applicant: Fayetteville-Cumberland Parks and Recreation Dept.

1. Will comply with the provisions of Title H, Americans with Disabilities Act of 1991.
2. Will comply with Section 1302 (e) (2) (C) of the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1, 1991.
3. Any Federal agency agrees that the construction of new trails crossing Federal lands in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act and the Federal Land Policy and Management Act.
4. Any Federal agency agrees that construction of any recreational trail on National Park Service or National Forest Service lands for motorized uses will be on lands proposed for such uses and will not be on lands in designated wilderness areas and that such construction is otherwise consistent with the management direction is such approved land and resources management plan.
5. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
6. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. " 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. " 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in Whole or in part with Federal funds.
12. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
13. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EI 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with (O 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. " 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. " 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1986.
17. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
18. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project." If a trail project uses steel for bridges or trail signs and the costs for these items exceeds \$2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.
19. The "Disadvantaged Business Enterprise" (DBE) requirement applies to this RTP grant. The objective of the DBE Program is to provide disadvantaged business enterprises with opportunities to compete for government contracts. In keeping with this requirement, we ask that each RIP grant recipient, where feasible and practical, encourage DBE listed contractors and suppliers to bid for trail work for which you were granted RTP funds. For information about North Carolina Department of Transportation's approved DBE contractors, visit <https://partnerncdot.gov/vendorDirectory/default.html>.

Signature of Authorizing Official _____

Title _____

Date _____

**NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM
APPLICATION SIGNATURE PAGE**

"On behalf of the applicant, I hereby certify the information contained in the Recreational Trails Program grant application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."

"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of a minimum of 25% of the requested Recreational Trails Program grant amount as noted in this application."

Signed this _____ day of _____

By _____

Title _____

Attested By _____

**FEDERAL RECREATIONAL TRAILS PROGRAM
INSURANCE REQUIREMENT NOTIFICATION FORM**

(Requirement of Governmental Agencies and Non-Profit Organizations)

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Signature

Title

Agency/Organization

Date



Recreational Trails Program

Number: 20.219

Agency: Department of Transportation

Office: Federal Highway Administration (FHWA)

PROGRAM INFORMATION

Authorization (040):

Fixing America's Surface Transportation (FAST) Act., Public Law 114-94, 23 U.S.C 104, 133, 206.

Objectives (050):

To provide funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from nonhighway recreational fuel use.

Types of Assistance (060):

Formula Grants; Formula Grants (Apportionments)

Uses and Use Restrictions (070):

Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). Funds may not be used for: property condemnation; constructing new trails for motorized use on National Forest or Bureau of Land Management lands unless the project is consistent with resource management plans; or facilitating motorized access on otherwise nonmotorized trails. The USDOT encourages States to enter into contracts and cooperative agreements with qualified youth conservation or service corps to perform construction and maintenance of recreational trails under this program.

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). States must use 40 percent of their funds for diverse recreational trail use, 30 percent for motorized use, and 30 percent for non-motorized use (Connecticut, Delaware, District of Columbia, and Rhode Island have a small State exception).

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Eligibility Requirements (080)

Applicant Eligibility (081):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

For funds available to the States: the Governor of each State must designate the State agency or agencies responsible for administering this program. The State must have a State recreational trail advisory committee that represents both motorized and nonmotorized recreational trail users, which shall meet not less than once per fiscal year. If the State Recreational Trail Advisory Committee does not meet in a fiscal year, or does not have required representation, the State becomes ineligible for an

apportionment. The State agency may accept project proposals from private organizations, or from municipal, county, State, or Federal government entities, and other government entities. The projects must satisfy one or more of the permissible uses. States may provide sub-grants to Federal, State, and local government entities and to private entities, at the discretion of the State.

Beneficiary Eligibility (082):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

The State agency designated by the Governor. A State may opt out of the Recreational Trails Program if the Governor of the State notifies the Secretary not later than 30 days prior to apportionments being made for any fiscal year.

Credentials/Documentation (083):

Allowable costs will be determined in accordance with applicable cost principles listed in 2 CFR Part 200 for the kind of organization receiving the grant or sub-grant. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):

Most Recreational Trails Program (RTP) projects qualify as Categorical Exclusions under the National Environmental Policy Act (NEPA). Some projects may require Environmental Assessments. Projects that may have a significant environmental impact may require Environmental Impact Statements. An environmental impact statement is required for this program. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review.

Application Procedures (092):

This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For funds available to the States: The States must submit project proposals to the FHWA division office located in each State for approval. The State may submit individual projects or consolidate similar projects for the purposes of program approval. FHWA approval constitutes a commitment to pay the Federal share of the project's cost. The State's projects also must be included in State transportation improvement programs and applicable metropolitan transportation improvement programs.

For FHWA's administrative, research, technical assistance, and training expenses, FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Contracts are announced through www.fbo.gov. Cooperative agreements are announced through www.grants.gov.

Award Procedure (093):

For funds available to the States: The State agency or agencies designated by the Governors decide which projects will be developed within funding levels, but the FHWA division office located in each State makes the final decision on the eligibility of specific projects for funding.

Deadlines (094):

Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):

From 5 days to 5 months. In some States, requirements for projects to be listed in statewide or metropolitan transportation improvement programs may add up to a year of delay.

Appeals (096):

Not Applicable.

Renewals (097):

Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula: Title 23 U.S.C., Part 133(h), 206, and former 213(f) and (g), Public Law 114-94. 133(h), 206, and former 213(f) and (g). See http://www.fhwa.dot.gov/environment/recreational_trails/legislation/.

Matching Requirements: Percent: 80%. The Federal share is subject to a sliding scale under 23 U.S.C. 120(b). Funds from any other Federal program may be used for the non-Federal match if the project also is eligible under the other program. Recreational Trails Program funds may be used to match other Federal funds if the project also is eligible under the other program. States also may allow a programmatic match: if some project sponsors in a State provide more match funds than required, other sponsors in the State may provide less. Some in-kind materials and services may be credited toward the project match. States may allow some pre-approval planning and environmental assessment costs toward the project match. See http://www.fhwa.dot.gov/environment/recreational_trails/guidance/matchingfunds.cfm. This program does not have MOE requirements.

Length and Time Phasing of Assistance (102):

Funds generally become available at the beginning of the fiscal year for which they are authorized, and must be obligated within 3 years after the close of that fiscal year. See the following for information on how assistance is awarded/released: The method of money release varies case by case.

Post Assistance Requirements (110)

Reports (111):

No reports are required.

Audits (112):

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):

Project records and documents must be retained by the State for 3 years following the final submission for Federal payment in accordance with 2 CFR 200.

Financial Information (120)

Account Identification (121):

69-8083-0-7-401.

Obligations (122):

(Formula Grants (Apportionments)) FY 15 \$80,741,889; FY 16 est \$82,365,802; and FY 17 est \$82,365,802 - The Recreational Trails Program has continued as a set-aside of funds under the Transportation Alternatives Program (20.205) at up to \$84,160,000 per year. A State may choose to opt out of the program in a fiscal year: Connecticut opted out for FY 2016. Remaining unobligated balances from prior years may be available. Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Range and Average of Financial Assistance (123):

Apportionments to the States are based on statutory formula. All 50 States and the District of Columbia are eligible to receive apportionments. For FY 2015: \$83,318,400 was potentially available; \$80,741,889 was apportioned (Florida opted out for FY 2015). Awards ranged from \$816,847 to \$5,698,627; the average was \$1,614,838.

Program Accomplishments (130):

Fiscal Year 2015: States obligated \$72 million for approximately 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate about \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: No Current Data Available

Regulations, Guidelines, and Literature (140):

23 CFR, Highways and 49 CFR, Transportation. There are no regulations specifically for the Recreational Trails Program. Program guidance was completed on April 1, 1999; and is posted at <http://www.fhwa.dot.gov/environment/rectrails/guidance.htm> along with program updates. Program guidance under MAP-21 is posted at <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm> with Questions and Answers at <http://www.fhwa.dot.gov/map21/qandas/qatap.cfm>. New guidance under the FAST Act will be posted at http://www.fhwa.dot.gov/environment/transportation_alternatives/.

Information Contacts (150)

Regional or Local Office (151):

See Regional Agency Offices. State-level offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or the State agency designated by the Governor to administer this program.

Headquarters Office (152):

Christopher B. Douwes 1200 New Jersey Ave S.E., Washington, District of Columbia 20590 Email: christopher.douwes@dot.gov
Phone: (202) 366-5013 Fax: (202) 366-3409

Website Address (153):

http://www.fhwa.dot.gov/environment/recreational_trails/

Related Programs (160):

20.205 Highway Planning and Construction

Examples of Funded Projects (170):

Fiscal Year 2015: States obligated \$72 million for about 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate approximately \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: Similar projects will be completed as noted in FY15, and 16.

Criteria for Selecting Proposals (180):

Each State (and the District of Columbia) solicits and selects projects for funding. To be eligible, projects must be selected on the basis of State priorities within the limit of the funds apportioned to each State.



North Carolina Department of Natural and Cultural Resources

Pat McCrory
Governor

Susan Kluttz
Secretary

October 19, 2015

Mrs. Karen M. Brady
Fayetteville - Cumberland Parks and Recreation
121 Lamon Street
Fayetteville, North Carolina 28301

Dear Mrs. Brady:

I am pleased to announce that your 2015 Recreational Trails Program application for the Blount's Creek Trail has been approved for funding. You have been awarded a grant in the amount of \$75,000.00.

Division of Parks and Recreation Staff will notify you of any remaining signatures or provisions that must be addressed prior to your package submission for award of a grant contract. You may not incur expenses for this project until receipt of a fully executed grant contract.

The Department of Natural and Cultural Resources is pleased to have the City of Fayetteville partnering with the Division of Parks and Recreation and the North Carolina Trails Committee to promote the development and management of sustainable trails and greenways across North Carolina.

Sincerely,

Susan Kluttz

cc: Michael A. Murphy
Division of Parks and Recreation

Recreational Trails Program (RTP) 2014 and 2015 Final Application

Print Form

**** This application must be completed on a personal computer, not an Apple product. ****

Applications received after this date: June 06, 2014 (11:59 pm) will not be considered for funding.

Please contact the State Trails Program if you have questions regarding this application.

It is strongly recommended that all applicants carefully review the RTP Information Package before completing this form and supplemental materials.

All fields should be treated as required!

If you have specific questions regarding RTP legislation, please reference the FHWA - RTP website

Information provided here and in the Budget section will be used to generate a State Grant Contract if awarded. Be sure to provide accurate and succinct information.

1. Sponsor Agency / Organization Name: Fayetteville-Cumberland Parks and Recreation Dept.

2. Federal Tax ID Number: 56-60001226

3. Sponsoring Agency: Local Government

ATTENTION: All contacts and correspondence in reference to this project will be sent to the Project Contact that is listed below.

4. Prefix: Mrs. Contact First Name: Karen Middle Initial: M.

Last Name: Brady Suffix:

5. Contact Title: Business Manager

6. Mailing Address: 121 Lamon Street

City: Fayetteville State: NC ZIP: 28301

7. Telephone: 910-433-1547 Extension:

8. E-mail Address: kbrady@ci.fay.nc.us

9. Have you received any grant funding from NC DPR from 2011 to 2013?

No

TRAIL PROJECT INFORMATION

GRANT CONTRACT NO. RTP2015-02P001

The Division of Parks and Recreation, State Trails Program and the North Carolina Trails Committee value trail projects that are legal, safe, and managed, that provide connectivity, legal public access and parking. Trail projects that simply dead end or circle athletic fields will not rank highly for funding. Please don't hesitate to contact our staff if you have any questions.

10. Name of Trail Project:

11. Project classification (*applies to project deliverable(s) that will be paid for with RTP funding only*):

If Project Classification is "Combination", provide a breakdown of project classification by %, based on RTP funding.

*Example: New Trail Construction 75%;
Trailhead 15%; and Signs 10%*

Please provide sufficient information, including the closest street address or road intersection, city/town and zip code, to enable staff to locate your trail project on a map. If the project area has a 911 location, provide this information. The latitude and longitude will be used to verify information you provide in the environmental review.

12. Project County:

13. Physical Location of Project:

14. Latitude and Longitude:

Legislative Information (for project site)

15. Congressional District(s):

16. N.C. House District(s):

17. N.C. Senate District(s):

(Include all districts if project falls in multiple districts)

TRAIL PROJECT DETAILS

18. Will completion of this project require additional funding other than the RTP grant amount, and the required 25% cash and/or in-kind match?

19. If applicable, what is the source of this additional funding? GRANT CONTRACT NO. RTP2015-02P001

City of Fayetteville budget

20. Has this additional funding been secured? Yes

21. Provide a brief, but detailed description of your project. What will this RTP grant pay for and accomplish? (Example: What you are planning to construct, how does it meet a need, what does it connect to?)

Please use the space provided in question #38 to "Sell" your project.

Note: This statement should be suitable for public review, text provided in this box will be published internally and externally without editing by DPR or the State Trails Program. (Text is limited to space provided)

Fayetteville Metropolitan Housing was awarded a \$20 million HUD grant to redevelop a public housing community on city-owned property; once planning began an opportunity emerged to construct a trail. The need for more greenways was addressed in the Parks & Recreation Master Plan, so city officials moved forward and Blount's Creek Trail was completed in 2011. Phase 1 consisted of a 2200 linear foot trail along Blount's Creek from the corner of S. Cool Spring and Vanstory Streets to Campbell Ave.

An RTP grant is requested to assist with Phase II, to begin at Campbell Ave. & extend northeast along the creek to the corner of Short and Russell Streets. This section will be a 10' wide asphalt surface, approximately 2500 linear feet in length and contain at least 2 boardwalks. Phase II will stop at Russell Street but Blount's Creek Trail will connect to the Linear Park Trail at Cool Spring and Meeting Streets by existing sidewalks, and signage along the city's sidewalks will note the route from Blount's Creek Trail to Linear Park Trail. Phase III will continue along the creek and tie into the Linear Park Trail, which in turn connects with the Cape Fear River Trail at the Botanical Gardens.

When Blount's Creek Trail is complete it will allow safe & easy access from the outer edge of downtown to the city's center as well as a place for walkers/hikers/joggers to enjoy nature.

22. The trail project is located on (CURRENT status of the land)

Public Land (Fee Simple, Perpetual Easement)

23. If trail project is located on leased private land with legal, documented public use rights (for minimum of 10 yrs) please briefly describe.

*Example: easement, lease, MOA/MOU, written permission - **Documentation required***

24. Recreational Trails Program category is:

(User categories are applicable for Signs/Blazes and Tools/Equipment)

Non-Motorized Diverse Use

25. Trail project designation - please select the **highest** ranking designation for your project.

(Trail designation is applicable for Signs/Blazes and Tools/Equipment)

Indicate if the trail project is designated as any of the following? All Other Trails

26. What type of connection does your trail project make to the surrounding trail/greenway network?

Connector - Project connects two existing trails

27. Primary designated trail user is:

Multi-Use Greenway

28. Indicate ALL permissible trail uses for this RTP project:

- ☐ OHV/ATV
☐ Canoe/Kayak
☐ Equestrian

- ☒ Pedestrian
☒ Mountain Biking

PROJECT DESCRIPTION REQUIREMENTS

Questions 29 - 38 on the following pages relate directly to your project description and will determine the overall sustainability of your proposed trail project as compared to peer applications. The Division of Parks and Recreation, State Trails Program and the North Carolina Trails Committee feel that the definitions listed below best define each level of sustainability required to produce a quality trail project.

Sustainability is defined as: a project that is economically feasible, environmentally appropriate, structurally sound, with demonstrated, quantifiable social and fiscal support from the sponsoring community, which ultimately provides the greatest return on the investment of public funds.

It is highly recommended that you read these definitions carefully before completing questions 29 - 38.

Definitions for Components of Sustainability:

Physically Possible: Any potential use must be physically possible given the size, shape, topography, and other characteristics of the site.

Legally Permissible: Only those uses that are, or may be, legally allowed and fall within environmental regulation will be considered for trail projects.

Economically Feasible: the proposed trail project must have adequate funding sources to justify the costs of construction and long term maintenance.

Maximally Productive: the proposed trail project must indicate that all potential opportunities have been leveraged, that the proposed project does not duplicate other efforts of the same scale and location and shows a defined public need for use of public funds.

Physically Possible:

29. Provide a brief statement describing project readiness. Is the project just in concept? Plans in hand? Ready to build? If your project is funded, how soon can you start construction? Do you have all necessary permits for the project?

This project is funded in the City of Fayetteville's Community Development budget and a conceptual design has been completed. Trail entry design will be completed within the next 60 days. Construction oversight will be provided by the Fayetteville-Cumberland Parks and Recreation Department and contacts with construction firms can begin once funding is awarded. Once construction begins it will take approximately 30 days to complete the trail, depending on weather.

Legally Permissible:

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30. *In order to facilitate the permitting process so that the project can be completed within the necessary time constraints, please discuss the proposed project with your NCDENR environmental assistance coordinator, County, City and/or Municipal planning officials prior to application.*

Describe the necessary steps and timelines required to obtain the indicated regulatory approvals. If no permits are required, please list the contacts from each of these regulatory areas and their response.

The department's procedure is to procure local permits for floodways and stormwater before construction. Additionally, a courtesy letter is sent to DENR that a trail is being constructed; permits are not required since we will not disturb any less than 1 acre per section. As an extra precaution, the department always puts erosion control measures in place (silk fence, ect.).

31. *Indicate to what degree this trail project will provide assistance to people with disabilities. List any features that are proposed for ADA compliance (surfacing, grades, handrails, font size on signs, etc.)*

As with all its facilities, this trail will be built in compliance with ADA guidelines to include surfacing, grades, railings and signage. It is the desire of the City of Fayetteville, Community Development and Fayetteville-Cumberland Parks and Recreation Department that everyone who would like to use the trails and greenways in this community be able to regardless of physical ability.

32. Do you have local governing body approval - City/County Council/Board of Commissioners? - ***Documentation required & must be included in application attachments.***

Yes (documentation attached)

Economically Feasible:

33. Define public support in terms of financial commitments, in-kind commitments, letters of support and/or other commitments.

As noted, Blount's Creek Trail was created as part of the overall revitalization with the city's HOPE VI project and is viewed as a vital piece of the overall project. In addition, the community as a whole strongly favors new trails/greenways based on the question in the 2006 FCPR Master Plan "what other types of recreational facilities would you like to see in Fayetteville and Cumberland County? Of those surveyed, 89% replied they would like to see more greenways.

Maximally Productive:

34. The public has been allowed to comment on the trail project - ***Documentation required & must be included in application attachments.***

During a town, city, or county government meeting that allowed public comment.

35. Please tell us about the public need for this project.

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Phase I passes both a senior and public housing development. The proposed trail will connect with Phase I and will pass both an elementary school and a city bus transfer. Government services, restaurants, parks, arts and entertainment are located in the center of the city, so this means a safer path to school, the bus shelter and the rest of downtown from the development where people live. More trails are also needed if Fayetteville is to become a truly walkable city. Residents who participated in the 2006 Master Plan survey made it clear it desires more greenways and trails; this is evident by the high number of people who use the trails now.

36. Provide a brief statement describing project connectivity. Does this project complete a critical gap in an existing trail system? Does this project provide a linkage to a larger trail system? Does it connect neighborhoods to schools, parks, or business districts?

The city's trail system includes the Cape Fear River Trail, Linear Park Trail and Blount's Creek Trail. When all are completed, one could walk/bike from Methodist College at the far end of north Fayetteville to S. Cool Spring Street, which is the end of Blount's Creek Trail in the southern part of the inner city. This section of Blount's Creek Trail will tie into Linear Park and allow easy access to a vibrant, thriving downtown with shops and restaurants, museums, parks and historical sites. A Farmer's Market currently opens once a week downtown, and a community garden has been developed and is located a block from the trail.

37. Describe how the public has been informed about this trail project.

Discussion of Blount's Creek Trail Phase I and II was included as part of the the Hope VI planning process under the section of the overall revitalization plan. Several meetings were held and each was attended by a parks and recreation department representative.

38. In the space provided below, indicate why your project should be selected for funding over other projects. This is your opportunity to "sell" your project.

The past several years have been exciting for Fayetteville; revitalization has taken hold, most notably in the downtown and inner city areas. New shops and restaurants have opened, art and historical museums are thriving and people are enjoying parks and trails in record numbers. With the opening of Festival Park, the 82nd Airborne Museum, Freedom Park and the NC Veteran's Park, all located in downtown Fayetteville, its' parks, greenways and trails have received increased awareness and support. Quality of life projects are on the rise and elected officials have begun talking about the creation of a bond package which would provide much needed neighborhood parks, aquatic centers, tennis/sports facilities, skate parks and building renovations. A bond proposal would also include trails and greenways, and would add miles of new trails and increase the city's greenway inventory.

There is however, an immediate need for citizens who live in the HOPE VI neighborhoods and surrounding areas. Blount's Creek Trail will connect with a trail that begins in their community, will give an opportunity to walk to and enjoy the city's amenities, to walk where there is no danger of

AMENDED PROJECT DELIVERABLES AND ESTIMATED COSTS:

List below items to be acquired with RTP or Grantee CASH only!
All non-cash In-Kind or Force Labor matches must be referenced to one of the Deliverables listed below.

| DEL # | Item | Dimensions / Description (Ex: Length, width & height) | Amount paid for with RTP funds | Amount paid with Grantee funds | RTP Project Total |
|-------|----------------------------------|---|--------------------------------------|--------------------------------------|----------------------|
| 1 | New Trail Construction Design | Planning, design, engineering, permitting, and environmental compliance study cost | \$7,500.00 | \$0.00 | \$7,500.00 |
| 2 | New Trail Construction | 250' length X 8' width wood boardwalk and 4 concrete abutments | \$28,600.00 | \$0.00 | \$28,600.00 |
| 3 | New Trail Construction | 1500' length X 8' width asphalt walking trail | \$30,000.00 | \$0.00 | \$30,000.00 |
| | New Trail Construction | 20'X30' Trail entry area with concrete and brick paver | \$8,900.00 | \$0.00 | \$8,900.00 |
| | Forced Labor | Equipment operator II- Run equipment for drainage, site preparation, grading, and hauling 160hrs @\$17.10 (3 people) | \$0.00 | \$8,208.00 | \$8,208.00 |
| | Forced Labor | Landscape Architect -Site Design, Construction, Project Manager 80hrs@\$29.80/hr Administrative cost - Management Analyst 20hr@\$29.80 Office Assistant II - 14hrs @17.09 | \$0.00 | \$3,219.00 | \$3,219.00 |
| | Forced Labor | Landscape Tech -Supervise workers 40hrs@\$17.09 Turf Tech - sod placement 24hrs@\$15.90 Landscape workers - Installation, preparations, and plant 40hr@\$14.98 (5 people) | \$0.00 | \$4,062.00 | \$4,062.00 |
| | Forced Labor | Tree Care Supervisor -Supervise workers 20hrs@\$22.08 Tree Care Techs- tree removal 20hrs@\$17.10 (2 people) | \$0.00 | \$1,126.00 | \$1,126.00 |
| | Forced Labor | Equipment: Dump truck tandem backhoe, skid steer, bobcat landscape, chainsaw, bucket truck | \$0.00 | \$2,135.00 | \$2,135.00 |

Total Amount paid for with RTP funds:

\$75,000.00

Amount paid for with Grantee funds:

\$18,750.00

RTP Project Total:

\$93,750.00

Summary of Budget Information

NOTE: Summary page will self-populate, please use as reference to be sure all your totals are accurate.

Total amount paid for with **RTP** funds:

\$75,000.00

Amount paid for with **Grantee** funds:

\$0.00

Total of All Non-Cash **In-Kind** Services:

Total of All Non-Cash Force **Labor** Services:

\$18,750.00

Total Grantee Match for RTP Project:

\$18,750.00

RTP Project Total:

\$93,750.00

Grantee Signature & Date

Environmental Review

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Funded projects are required to comply with applicable local, state, and federal regulations. Completion of this section is required except for Signs/Blazes. This section will better assist with the coordination of applicable permits.

The North Carolina Recreational Trails Program is made possible through funding from the Moving Ahead for Progress in the 21st Century (MAP-21) and the Federal Highway Administration. A requirement of MAP-21 is compliance with the National Environmental Policy Act, the Historic Preservation Act (Section 106), the Endangered Species Act and other federal, state and local environmental laws, regulations and Executive Orders.

All applicants who are proposing to develop any new trail or trail side facilities or who are relocating any existing trail or trail side facility with RTP grant funds should provide the following information to help determine the proposed project's impact on the environment. This information will be evaluated by staff to determine if this project is in compliance with federal and state rules and regulations. Only projects found to be in compliance will be recommended for funding. The State Trails Program staff are available to provide you assistance. The environmental permit requirements outlined below are not a comprehensive list of all potential permitting requirements. Due to the complexities of various permit regulations, applicants are encouraged to consult environmental regulatory professionals during the early stages of project planning/development.

Cultural Resources Review: *If applicable, pictures of structures required.*

Will your trail project require ground disturbances in the vicinity of National Register-listed archaeological sites or areas around buildings 50 years old or older?

No

Environmental Assessment Note: Applicants should include locations of all known wetlands and waterbodies (streams, ponds, lakes) on site plans.

Environmental Assessment Document:

Will your trail project construct facilities or infrastructures on lands and/or waters owned or managed by any State agency?

No

Will your trail project construct a building that exceeds 10,000 square feet?

No

Will your trail project have the potential for significant adverse effects on wetlands; surface waters such as rivers, streams and estuaries; parklands; game lands; prime agricultural or forest lands; or areas of local, state, or federally recognized scenic, recreational, archaeological, ecological, scientific research or historical value, including secondary impacts; or would threaten a species identified on the Department of Interior's or the state's threatened and endangered species lists?

For more information : http://www.envhelp.org/pages/state_environmental_policy_act.html

CAMA Permit:

Is your trail project site located in one of the 20 CAMA counties found here http://dcm2.enr.state.nc.us/cama_counties.htm and potentially affects an 'Area of Environmental Concern' (Ex. near a coastal wetland, beach or stream?)

No

USACE (404) & DWQ (401) Permits:

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Will your trail project impact surface waters (streams, rivers, ponds, lakes) or wetlands?

- * *The potential for onsite wetlands can be determined by visiting the US Fish & Wildlife Services 'Wetlands Mapper' found at <http://www.fws.gov/wetlands/Data/Mapper.html>
Note that wetlands mapping can be relatively inaccurate. If your project site is suspected to be near or in a wetland it is recommended that applicants have onsite wetland determinations/delineations conducted at the early stages of project development.*

Floodplain Permit:

Is your trail project located within any Federal Emergency Management Agency (FEMA) - designated floodway determined by the NC Floodmapping Program
<http://www.ncfloodmaps.com/>

Sedimentation & Erosion Control Plan:

Will your trail project require ground disturbance (clearing vegetation and/or trail tread, grading, etc.) that is equal to or exceeds one acre?

- * *Erosion and sedimentation control measures are required regardless of the size of the disturbance in order to prevent accelerated erosion and off-site sedimentation.
For more information: <http://portal.ncdenr.org/web/lr/erosion>*

Rare Species:

Are there any rare species (or habitats supporting rare species) located within two miles of your trail project area?

- * *The potential for rare species occurrences can be determined by visiting the NC Natural Heritage Program's 'Virtual Workroom' mapper found here:
<http://portal.ncdenr.org/web/nhp/nhp-map-viewer>*

AND The US Fish and Wildlife Service (USFWS) that provides a county by county listing of federally protected species found here:
http://www.fws.gov/raleigh/species/cntylist/nc_counties.html

Dam Permit:

Is your project located on or adjacent to a dam, pond, or lake?

DWQ Riparian Buffer Permit:

Is your trail project located in one of the DWQ's 'Buffer Basins'/Watersheds (Catawba, Goose Creek, Jordan Lake, Neuse, Randleman, Tar-Pamlico)?

For more information, see: <http://portal.ncdenr.org/web/wq/swp/ws/webscape/contacts>

If yes, does your trail project involve ground disturbance or vegetation clearing within 50 feet of a mapped surface water (stream, river, pond, lake)?

Is your trail project located within 25 feet of DWQ's designated Trout Waters?

The proposed trail project is being designed according to the following trail construction design standards:

- ☐ International Mountain Biking Association: Trail Solutions
- ☒ US Forest Service: Trail Construction and Maintenance Notebook
- ☐ US Forest Service: Equestrian Design Guidebook for Trails, Trailheads and Campgrounds
- ☐ AASHTO: Guide for the Development of Bicycle Facilities
- ☐ National Off-Highway Conservation Council: Park Guidelines for Off Highway Vehicles
- ☐ Other published trail design standard (list below):

Recreational Trails Program Attachments

NOTE: Be sure that all documents are in working order and are included on your CD/DVD to be mailed. Applications missing ANY required documents will not be reviewed for funding. Please check each box indicating that you understand what attachments are required for this application and that you have included these with your application documentation.

All maps should be sized to an 8.5 x 11" format

- Environmental Topo Map:** Map showing location of trail project to be funded by the RTP for environmental review. Map must be USGS Topo map or map excerpt delineating how the project site falls on the land, this includes indication of all bridges or water crossings. An Environmental Topo Map & project site plan should depict all known locations of waterbodies (streams, ponds, lakes) and wetlands in relation to all proposed project development.
- ☒ **Overview Map:** If your project is a segment or phase of a larger trail/greenway project or plan, include a map that shows the entirety of the planned trail project. For large plans, include counties adjacent to your project area that have existing and planned segments clearly identified. We want to understand how the project you are applying for fits into the greater trail/greenway plan.
- ☒ **Project Specific Map:** This map should focus on the location of the trail project to be accomplished if awarded a grant and any connections to existing and planned trail systems. All components on this map should be clearly labeled. It should include both existing AND planned trails/greenways/sidewalks, parking areas, roads, accesses, facilities, and points of interest that are clearly labeled as such. It should be noted when completion of planned trails/facilities on this map is anticipated (month/year).
- ☒ Project Timeline - Including anticipated start dates, completion dates and any major project milestones
- ☒ Documentation of private land stipulations from property owners granting easements, leases (min. 10 year public trail use), licenses, MOA/MOU or other permissions (required question #23)
- ☒ Letter(s) of commitment/intent for donations listed in budget
- ☒ Resolution of Governing Body or commitment letter supporting at least a 25% match and completion of project within 2 year time frame (required question # 32)
- ☒ List of dates, locations and type of public meetings where project was presented to public (electronically or physically) and overview copy of any public comment received (required question # 34)
- ☒ Documentation for land acquired or donated and its appraised value (required - Budget Section)

Questions & Requests for Staff Assistance

The State Trails Program is ready and willing to assist in the further development of specific projects which can be realized as construction ready grant projects. These sustainable, "shovel- ready" projects leverage local funds to develop trails and trail-related recreational needs in an effort to provide low infrastructure economic development opportunities through natural resource tourism.

As stated above, we are ready, willing and available to assist with technical assistance at all stages of the project from concept to completion.

Please submit any requests for assistance to Vincent T. Newman-Brooks. The request will be logged and the appropriate staff member will contact you shortly.

We are looking forward to working with you on your project!

Submission of Application

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The application deadline is **June 06, 2014 @ 11:59pm**. Email submission of this **final application document including attachments** is required by this date and time.

Also, please, mail a package **of your electronic application and all listed attachments** on one CD, DVD or flash drive containing individually labeled digital versions of your application, maps and supporting documents to the following address. All application packages must be postmarked no later than **June 06, 2014**:

State Trails Program

Submit by Email

Mail Service Center 1615
Raleigh, NC 27699-1615
Phone: (919) 707-9306

Authorization

"I am authorized by the Project Sponsor to submit this application and understand that this application will be evaluated on the basis of the information submitted, and the submission of incorrect information can result in this application being withdrawn from consideration."

Typed Name (required): Karen M. Brady

Title: Business Manager

Date: June 5, 2014

Funding Year 2015