

Boating Services Waterway Improvement Fund - Abandoned Boat and Debris Application & Project Agreement

1. APPLICANT NAME:	Federal ID #			
2. PROJECT TITLE:				
3. COUNTY / MUNICIPALITY:				
4. LEGISLATIVE DISTRICT:				
5. PROJECT LOCATION (Street Address or Lat/Long):				
6. PROJECT DESCRIPTION <u>Provide Detailed Project Description (Attach any available site plans/photographs of proposed project):</u>				
8. TOTAL ESTIMATED PROJECT COST	\$ _____			
9. AMOUNT OF WATERWAY FUNDS REQUESTED	\$ _____ <i>(Maximum amount to be reimbursed by DNR for this specific grant only)</i>			
10. LOCAL PROJECT COORDINATOR:				
(Print Name)	(Print Title)	(Telephone Number)		
(Address)	(City)	(State)	(Zip)	(Fax Number)
(E-mail address)				
11. PROJECT PERIOD: (This grant only. Not to exceed one (1) year.)	FROM: 7/1/ ____	To: 6/30/ ____		
		Total Project Cost: \$ _____		
12. DETAILED PROJECT STATUS/JUSTIFICATION:				
A. Will project expand/improve public boating access? If yes, explain.				
B. Will project improve/enhance boating safety? If yes, explain.				
C. Status of federal/state/local permits (Check Appropriate Permits/Approvals where Applicable)? Attach all approved permits:				
State Wetland License ____ Corps of Engineers Permit ____ Critical Areas ____ Water Quality Cert. ____				
If all required permits are not available, provide further explanation (i.e. schedule to obtain permits, etc):				

D. Is this the continuation of a current or phased project? (check one) Yes ____ No ____ If yes, explain.

E. Additional justification for project (attach additional page if necessary)

13. The applicant's department and any other individuals involved with the Abandoned Boat and Debris Program must comply with the eligibility requirements, bid process, terms & conditions, law, necessary reimbursement documentation, and other important information related to this Program found on the following website: <http://dnr.maryland.gov/boating/abandonedboats.asp>

14. **Terms and Conditions:** In submitting this Project Proposal, the Grantee hereby accepts the Terms and Conditions set forth in the State Boat Act (Section 8-721, Section 8-722, and Section 8-725.1) and the following:

- A. The applicant will not discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this proposal.
- B. The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual. All necessary Federal, State and local permits and approvals must be secured by said Grantee prior to start of construction.
- C. Plans and Specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Waterway Improvement Program. In addition, all plans, specifications and proposed changes must be submitted for review and approval by the Program.
- D. The Grantee will publicly advertise the project for bids or use other procurement method approved in advance by the Department of Natural Resources (DNR). Proposals will be received and compiled by the Grantee involved. DNR reserves the right to have a representative present at the bid opening.
- E. Project contracts with a value of \$500,000 or more for which the State provides 50% or more of the funding will be advertised as prevailing wage contracts (COMAR 21.11.11).
- F. The Grantee will prepare a tabulation of bids and/or other method of procurement as per condition "D" referenced herein and submit same to the Department of Natural Resources with comments and recommendations prior to the award of any contract.
- G. The Grantee must submit invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project to the Department of Natural Resources upon completion of the project.
- H. The Grantee will post the project, in a prominent location, as a "Public Facility" and, will place a permanent sign, approved by the Department, acknowledging project funding by the Waterway Improvement Fund.
- I. If a fee is to be charged for use of the facility, the Grantee must obtain prior approval from the Department of Natural Resources. All Maryland registered boaters will have equal access to State funded boating facilities.
- J. The Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department of Natural Resources.
- K. Any project funded in whole or in part with Waterway Improvement Fund grants must remain available and open for use by the general boating public. The Department must approve changes in use of a project before it is removed from public access and use, such as through sale, donation, or commercial use of the facility. If approved, the Grantee must replace the project with a facility open to the general boating public with equal value at the nearest approved location, at no cost to the Department. The Grantee may be required to repay the Department for the current value of the project in proportion to the total cost of the project paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.
- L. All projects must be in compliance with the Forest Conservation Act of 1991 and the Maryland Economic Growth, Resource Protection, and Planning Act of 1992 prior to the reimbursement of any State funds.
- M. The Department of Natural Resources reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in this application. **Grant projects one year or older are subject to immediate reversion by DNR.**
- N. Projects financed through State bonds must be approved by the State Board of Public Works prior to the reimbursement of any State funds.
- O. The Grantee, agrees that it will if necessary, unless previously approved by DNR:
 - 1) Provide, without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for project;
 - 2) Hold and save the State of Maryland free from damages that may result from the construction of the project;
 - 3) Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities; and
 - 4) Will assure that the facility will be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disabilities Act (ADA).
- P. Department of Natural Resources will only reimburse the cost of grant projects approved in writing by the Department.
- Q. All press releases and grant related events shall be coordinated with DNR Boating Services.
- R. The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

S. The performance of work under this Project Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

Revised February 2014

GRANTEE AUTHORIZATION

As the authorized representative of this Political Subdivision, I have read the terms of the "Project Agreement and Terms & General Conditions" of this Waterway Improvement Fund Application and Project Agreement, and _____ hereby agrees to abide by the terms, conditions, and reimbursement checklist. (County/Municipality/Organization)

(Signature)

(Print Name)

(Print Title)

(Date)

Forward request to:

**Department of Natural Resources
Boating Services Unit
Abandoned Boat and Debris Program
303 Marine Academy Drive
Stevensville, MD 21666**

phone: 410-643-6521

fax: 410-643-2341