

Culvert Replacement Program

Application with Assurances Form

Application Instructions:

Purpose: The MNDNR Ecological and Water Resources Division is requesting roadway infrastructure projects (i.e., bridges and culverts) to share costs on improving river channel stability and fish passage. For more information on project requirements and process, see the attached "[Culvert & Bridge Replacement Incentive Program Announcement](#)" and "[Preliminary River Assessment](#)". Each site will be evaluated based on specific criteria that include fish passage, channel stability, safety and environmental justice and equity.

Deadline. There is no deadline to apply; projects will be evaluated as they are received. The grant program will begin accepting applications at midnight on Monday, October 16, 2023. Applications received before this time will not be accepted. For more information about this grant offer, refer to the "[Culvert & Bridge Replacement Incentive Program Announcement](#)". The grant information will also be posted on the [Cost-Share Program for Geomorphic Approach Projects website](#). Application for the grant shall be open until funding runs out, after which the project would be placed on a priority list for potential future and/or other available resources.

Electronic application instructions. The Application form below is electronic. Free [Adobe Reader Software](#) allows you to fill out and electronically sign the form. Note: If this form is opened in an internet browser, you will not be able to save or sign it. To fill and sign the form, download this PDF and open it with Adobe Reader.

Application submission. Return this filled and signed application PDF as an email attachment to Salam Murtada (651-259-5688) or Kevin Zytovicz (651-259-5151) (Email: geomorphicapproach.dnr@state.mn.us)

Please note that after the grant application is received, the name and address of all applicants and the amounts requested become public. All other data are nonpublic until the Grant Award Notice is completed. After the application review process is completed, all data (except trade secret data) becomes public.

Applicant Information

Legal name of applicant organization:

Organization's Official Address:

City, state and ZIP code + 4:

Organization's Minnesota SWIFT Supplier ID number (sometimes called a Vendor ID number):

(If you do not have a SWIFT Supplier ID) Organization's Federal Tax ID Number:

Official with Authority

Name of official with delegated authority to sign:

Title:

Phone number:

Email:

Primary Program Contact

Name of Program Contact:

Phone number:

Email:

Secondary Program Contact

Name of secondary program contact:

Phone number:

Email:

Project Information

River/Flooding Source Name:

County:

Nearest Town:

UTM Coordinates for crossing:

Project Objectives(s):

- ☐ Reduce bank and/or bed erosion and improve channel stability
- ☐ Improve biological (aquatic, amphibious and terrestrial) passage,
- ☐ Improve flooding/safety

Project Context:

- ☐ Stream is listed on MPCA impaired waters list
- ☐ Project identified as part of watershed plan (e.g. 1W1P)

☐ Project is part of a larger stream or watershed restoration effort

☐ OTHERS: _____

After the grant is awarded, the grantee must meet the required criteria and guidelines, as stipulated in the notice of award, before the funding is fully dispersed upon project completion.

Signature and Date (From Official with Delegated Authority to Sign)

Signature: _____ Date: _____

I certify I have read the application (narrative, assurances, budget and supplemental documents, if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization.

Assurances

The applicant by signing the coversheet to the application submitted to the state, certifies they have read all application documents including any revised documents and agree to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.

Recitals

1. Under Minn. Stat. [84.026](#) and [ML 2023 Chapter 40 Article 2 Sec 5 \(l\)](#) the State is empowered to enter into this grant.
2. Bridge and culvert projects shall be permitted and constructed pursuant to Minnesota Statute 103G (Waters of the State), and Minnesota Rules Chapter 6115 (Public Water Resources), including 6115.0230 (Bridges and Culverts, Intakes and Outfalls), 6115.0231 (Specific Standards: Bridges and Culverts, Intakes and Outfalls), and 6115.0240 (Application for Public Waters Work Permits).
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

1. Survival of Terms

The following clauses below survive the expiration or cancellation of this award: 5B) Audits; 6) Liability; 7) Publicity; 8) Government Data Practices; 9) Data Disclosure; and 11) Governing Law, Jurisdiction and Venue.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- (b) Perform the duties outlined in the Grant Award Notification and Exhibit A (the Grant Application with Assurances), which include:
 1. Design of culvert/bridge crossings shall be in accordance with the [Geomorphic Approach](#) and related approved engineering methods.
 2. Conceptual Design (30%):
 - a. Design shall be based a geomorphic assessment (field verified) to be entered in the [Geomorphic Assessment form](#).
 - b. Hydraulic analysis output should show benefits in terms of shear stress reductions, velocity reductions, connectivity, etc.
 - c. Hydraulic design must meet MN Floodplain/FEMA and other related permitting requirements.
 3. Final Design (90%):

- a. Design should include Bid Documents, CAD/GIS Drawings, computations, finalized H&H models and FEMA/Floodplain related permitting.
4. Post Construction: The awardee shall provide the following:
 - a. As-built drawings must be signed by either a licensed professional engineer or licensed surveyor
 - b. As-built hydraulic
 - c. Any pending FEMA related submittals
5. Qualifications:
 - a. Geomorphologists or engineers/scientists involved in stream restoration design. Rosgen Level trainings 1-4 is a plus.
 - b. Design must be signed by a professional engineer
 - c. As-built surveys shall be done by a licensed surveyor or professional engineer.
 - d. Familiarity with FEMA, MN floodplain requirements, permitting, etc.
6. Provide to the State's Authorized Representative:
 - a. Bill the State by e-mailing to the State's Authorized Representative (Amanda Hillman at Amanda.Hillman@state.mn.us) a letter or invoice requesting reimbursement for the appropriate portion of the costs of the survey and treatment.
 - b. Provide the following supporting documentation for project expenses as email attachments with reimbursement request:
 1. A copy of the original invoices from the consultant and contractor providing the design and construction services.
 2. Reimbursement will be based on cost-share and percentage....

3. Time

In the performance of this grant, time is of the essence. The grantee must comply with the time requirements described in the application and award, in the performance of this award, and inform the grantor of any potential long term delays or changes affecting those timelines.

4. Consideration

The state will pay for all services performed by the Grantee under this grant contract as follows:

- (a) *Compensation.* The Grantee will be reimbursed up to the grant award amount in the Grant Award Notice for actual costs based on the cost-share amount, as described in 5. A., as percentage or minimum/maximum of awarded bid project cost. All project bids must be provided and approved.
- (b) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed the grant award amount in the Grant Award Notice.
- (c) The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the state within the times required by it. The state reserves the right to withhold funding if reporting requirements are not met. The grantee must promptly return to the state any unexpended funds not accounted for in the financial report due to the state at grant closeout.

- (d) The grantee shall present reports to the state's Authorized Representative. At the Commissioner's discretion, these reports may be presented at departmental, legislative, other state agency or public meetings where the grantee shall be available to explain the project and respond to questions.

5. Financial and Administrative Provisions

A. Allowability of Costs

The allowability of costs for funding incurred under this award shall be determined in accordance with the approved work plan, which will include expenses related to construction:

- To ensure equitable distribution across the state and better support smaller communities, we are transitioning to a four-tiered cost-sharing approach.
 - Tier 1: For projects under \$25,000, the grant will cover the total project construction cost.
 - Tier 2: For projects between \$25,000 and \$100,000, the grant will be \$25,000.
 - Tier 3: For projects between \$100,000 and \$800,000, the grant covers 25% of the project cost.
 - Tier 4: For projects over \$800,000, the grant is capped at \$200,000.
- If budget exceeds agreed upon estimate, then the grant may be amended based on funding availability.
- Written justification will be required for change orders. Change orders will be considered on a case by case. The State reserves the right to deny payments for change orders.

B. Audits.

Under [Minn.Stat. §16B.98](#), Subd. 8, the grantee's books, records, document, and accounting procedures and practices relevant to this grant are subject to examination by the state and/or the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this grant, receipt and approval of all final reports, or the required period of time to satisfy all state retention requirements, whichever is later.

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later

C. State Requirements

- The grantee will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the grantee agrees to minimize administrative costs as a condition of this grant.
- The grantee certifies they are not suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

- The grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

6. Liability

Grantee agrees to indemnify and save and hold the state, its agents and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the state arising from the performance of the award by grantees, agents or employees. This clause shall not be construed to bar any legal remedies grantee may have for the state's failure to fulfill its obligations pursuant to the award and subsequent awards.

7. Publicity and Endorsement

Any publicity regarding the subject matter of this grant must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

The Grantee must not claim that the State endorses its products or services.

8. Government Data Practices

The grantee and the state must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the state under the award, and as it applies to all data created collected, received, stored, used, maintained or disseminated by the grantee under the award. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this paragraph by either the grantee or the state. If the grantee receives a request to release the data referred to in this paragraph, the grantee must immediately notify the state. The state will give the grantee instructions concerning the release of the data to the requesting party before the data are released. The Grantee's response to the request shall comply with applicable law.

9. Data Disclosure

Under [Minn. Stat. § 270C.65](#) Subd. 3, and other applicable laws, the grantee consents to disclosure of its SWIFT Supplier ID Number (formally known as SWIFT Vendor ID), Social Security number, DUNS number, federal employer tax identification number and/or Minnesota tax identification number, already provided to the state, to federal and state tax agencies and state personnel involved in the payment of state obligations. These numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the grantee to file state tax returns and pay delinquent state tax liabilities, if any.

10. Worker's Compensation

Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The grantee's employees and agents will not be considered state employees.

Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the state's obligation or responsibility.

11. Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law and provisions, governs the award. Venue for all legal proceedings arising out of the award, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Transferability

The grantee shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under the award without the prior written consent of the state. It is understood, however, that grantee remains solely responsible to the state for providing the products and services described.

13. Affirmative Action and Nondiscrimination

- A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per [Minn. Stat. §363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, Part [5000.3500](#)
- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

14. Pre-Award Work and Pre-Award Costs

The grantee understands that no work should begin and no pre-award costs would be covered under this award until all required signatures have been obtained; an official Grant Award Notification (GAN) has been issued or other award documentation has been received and the grantee is notified to begin work by the state's program authorized representative or their designee. If an exception to this is determined necessary by DNR, the grantee would be informed in writing or email by the state's program authorized representative or designee.

15. Grantee's Grant Program Representative

The applicant's Program Contact Representative will be named on the Grant Award Notification (GAN) or other award information. If the Program Contact Representative or official with delegated authority to sign changes at any time during the grant award period, the applicant/grantee must immediately notify the state.

16. Cancellation:

- **With or Without Cause:**
 - An award contract may be cancelled by the state at any time, with or without cause, upon thirty (30) days' written notice to the grantee. Upon termination, the grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed and for approvable expenditures.
- ***Termination by The Commissioner of Administration***

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.
- **Due to Discontinued or Insufficient Funding:**
 - It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an aggregate level sufficient to allow for the grantee's program to continue operating, the grant shall immediately be terminated upon written notice by the state to the grantee. The state is not obligated to pay for any services that are provided after notice and effective date of termination. Notice shall be given 30 days prior to effective day of termination. However, the grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.
- **Due to Failure to Comply:**
 - The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/granted have not been or will not be fulfilled. The state may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

17. Conflict of Interest

In accordance with the [Minnesota Office of Grants Management Policy 08-01](#), the grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the

appearance of personal or organizational conflicts of interest, or personal gain. Grantees will maintain and implement written standards of conduct covering conflicts of interest.

18. Voter Registration

The grantee will comply with [Minn. Stat. §201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

19. Contracting Requirements:

- A. [Per Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subdivision 1 must follow service contracting and bidding requirements as stated including prevailing wage rules for construction work of \$25,000 or more.
- i. Municipalities are encouraged to utilize [Minn. Stat. §471.345 Subd. 8](#) for targeted business procurement where available.
 - ii. Municipalities must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>
 - iii. Support documentation for the procurement processes must be retained regardless of the source of funding.
- B. Grantees that are nongovernmental entities must use these guidelines for approved grant budget contracted services based on these thresholds:
- i. Grant-funded services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
 - ii. Grant-funded services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
 - iii. Grant-funded services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
 - iv. For grant-funded projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#). The bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
 - v. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
 - vi. Notwithstanding B (i) – (v), the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
 - vii. The grantee must maintain:

- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

20. Amendments

Any amendment to an award must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant award, or their successors in office.

21. Financial Statements

After January 15, 2024, all political subdivisions, for-profits, and non-governmental organizations (NGOs) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award made of \$50,000 and higher. In order to comply with [MS 2023 16B.98, as created in ML 2023 Chapter 62 Article 7 Section 11](#) and the Department of Administration's Policy on the Financial Review of Nongovernmental Organizations provided in the following link: [Grants Management Policies, Statutes, and Forms / Minnesota.gov \(mn.gov\)](#).

Non-Governmental Organizations applying before January 15, 2024 must submit one of the following documents with your application, based on the following criteria:

- Grant applicants with annual income of under \$50,000, or who have not been in existence long enough to have a completed IRS Form 990 or audit should submit their most recent board-reviewed financial statements.
- Grant applicants with total annual revenue of \$50,000 or more and less than \$750,000 must submit their most recent IRS Form 990.
- Grant applicants with total annual revenue of over \$750,000 must submit their most recent certified financial audit.

Organizations applying after January 15, 2024 must submit one of the following documents with your application, based on the following criteria:

- Grant applicants with annual income of under \$50,000, or who have not been in existence long enough to have a completed IRS Form 990 or audit should submit their most recent board-reviewed financial statements.
- Grant applicants with total annual revenue of \$50,000 or more must submit their most recent IRS Form 990.
- Grant applicants with total annual revenue of over \$750,000 must submit their most recent certified financial audit.

Proof of good standing with the Secretary of State as described in MS 317A, if applicable. These provisions do not apply to tribal governments.

22. Other Provisions

- a. **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The grantee (and their contractor) shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site. If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite. The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.
- b. Grantees will submit reports and comply with the terms as outlined in the Grant Award Notification (GAN)