

EMERGENCY WATERSHED PROTECTION PROGRAM

FLORIDA NRCS

Sponsor's EWP Guide



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USDA - NATURAL RESOURCES CONSERVATION SERVICE
EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

SPONSOR’S GUIDE

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Introduction

The USDA Natural Resources Conservation Service (NRCS) is authorized under Section 216 of Public Law 81-516, Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and Section 382, Title III, of the 1996 Farm Bill PL 104-127 to provide technical and financial assistance for emergency watershed protection. Codified rules for administration of the Emergency Watershed Protection (EWP) program are set forth in 7 CFR 624. Emergency watershed protection consists of measures to reduce hazards to life and property from natural disasters such as floods, drought, and the products of excessive runoff or erosion on any watershed impaired by a natural occurrence.

Financial and technical assistance may be made available through the EWP program when a watershed emergency is determined to exist by the NRCS State Conservationist (STC). Assistance is available to those public or private landowners, land managers, land users, or others who have a legal interest in, or responsibility for the properties threatened by a watershed emergency. Persons or entities must have exhausted or have insufficient funds or other resources available to provide adequate relief from the applicable hazards and install measures to protect life, homes, businesses, and other properties from further damage of subsequent storms.

Natural disasters include hurricanes, floods, fires, wind storms, earthquakes, and drought. Measures eligible for assistance include repairing existing water control structures, removing debris and sediment from channels, establishing vegetative cover, controlling gullies, and protecting stream and canal banks.

This document is intended to provide an overview of the EWP program and answer many frequently asked questions. Additional information may be obtained from the NRCS web site <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/ewp>.

Emergency Watershed Protection Program

Definition

The EWP program is used to provide both technical and financial assistance to communities whose watersheds have been impaired by natural disasters. Typical disasters include floods, wildfires, tropical storms, hurricanes, tornadoes, and drought. The EWP program is used to restore the impaired watershed(s) to a stable hydrologic function following a natural disaster. The EWP program cannot be used for general maintenance of stream banks and other structures, or for long-term flood control.

All applicable Federal, state, and local laws, rules and regulations must be adhered to while carrying out emergency watershed protection measures.

Declaration of an Emergency

NRCS may be involved in two (2) different types of emergencies:

- Presidentially Declared Disaster
- Local Disaster

Through Public Law 93-288, the President of the United States can declare an area a “major disaster area.” When a Presidentially declared disaster occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all disaster activities. EWP program assistance may be provided if the NRCS STC determines the EWP program is applicable.

In the absence of a Presidentially declared disaster and when local conditions warrant, the NRCS STC may declare a “local” emergency and, pending funding, provide assistance to requesting sponsors under the EWP program. FEMA is usually not involved in recovery activities for local disasters, creating a greater coordination role for NRCS.

The EWP program can be used whenever a natural disaster creates a sudden watershed impairment that is a threat to life and/or property. Normal rainfall events and required maintenance activities do not meet these criteria. The term “property” applies to significant infrastructures such as dwellings, office buildings, utilities, bridges, and roads. Land is not defined as property for the EWP program.

Funding for the EWP program is not a budgeted line item for NRCS. Funding for this program is in the form of supplemental appropriations from Congress on an as needed and available basis. Therefore, funding to carry out this program is never guaranteed to be available at all times.

Types of Emergencies

There are two (2) categories of emergency work within the EWP program:

- Exigency and
- Non-exigency

Exigencies are emergency situations that require an immediate response (1 to 10 days) to protect against an imminent threat to life and/or property. An “imminent threat” is present when there is the potential for a subsequent natural event of the same intensity or less that will cause significant damage to property and/or threaten human life.

All other situations are termed “non-exigencies” and should be completed within two hundred and twenty (220) days from the date Florida NRCS receives EWP funding.

Eligible Sponsors

EWP assistance must be administered through an eligible project sponsor. A project sponsor is any legal subdivision of a State government or a State agency, including, cities, counties, towns, municipal authorities, Soil and Water Conservation Districts, Chapter 298 Districts, Native American Tribe or Tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450b), etc.

A project sponsor must have a legal interest in, or responsibility for, the areas threatened by a watershed emergency, be capable of obtaining necessary land rights and required permits, be capable of performing all required operation and maintenance (O&M) responsibilities, and administer contracting when part of a locally led contract.

Financial Assistance

NRCS provides financial assistance up to 75 percent of the construction costs for installing eligible emergency measures to protect lives and property. Sponsors are responsible for providing their 25 percent cost-share, obtaining the necessary permits and landrights, developing construction plans and specifications, contracting for installing the work, and providing for the operation and maintenance of completed emergency measures.

Counties/communities that have depressed economies are referred to as “limited resource areas” may be eligible for 90 percent of the eligible construction costs to complete the project. To be considered a limited resource area, the county must meet all three of the following criteria:

- Average housing values must be less than 75 percent of the state average housing value;
- Per capita income must be 75 percent or less than the median income for the nation; and
- Unemployment rate must be twice the U.S. average over the past three years.

Applying for EWP Assistance

Sponsors applying for EWP assistance must be entities of state, local or Tribal government.

Following a natural disaster, if a sponsor believes they are eligible for EWP assistance, the following steps will be used for requesting assistance.

- Sponsor submits a formal request to the NRCS STC for EWP assistance, within 10 days for exigency sites and within sixty (60) calendar days for non-exigency sites. See Appendix A for sample letter of request.
- NRCS field staff will contact the sponsor to set up a schedule to review the sites.
- NRCS and the sponsor will complete a damage survey report (DSR) for each site damaged from natural disasters. Sponsors will determine priorities for emergency assistance and coordinate work with other Federal and local agencies. See Appendix C for a copy of a DSR.
- Completed DSRs will be transmitted by NRCS field staff to the Florida NRCS EWP PM for review and determination of eligibility within sixty (60) calendar days of the sponsor’s request for assistance.
- NRCS will request funding for approved eligible sites.
- Upon receipt of funding, NRCS will enter into an agreement with the sponsor to repair eligible sites approved for funding.

Damage Survey Reports

The Damage Survey Report (DSR) is used to document damage caused by a natural disaster, repair methods, and costs required to correct the problem. It is important to complete the DSR as completely and accurately as possible since it is the document used to determine eligibility and justify the expenditure of EWP funds. The costs and benefits computed for the DSR are estimates; however, they should be reasonable and based on the best professional judgment. It is

not expected that an excessive amount of time be expended completing the DSR. Generally, a majority of the DSR can be completed on-site based on conditions observed and with minimal surveys and other measurements.

For a site to be eligible for EWP program assistance, all of the following questions must be answered YES:

1. Damage was the result of a natural disaster (e.g. damage to structures residential or commercial, infrastructure, etc.)?
2. Recovery measures would be for runoff retardation or soil erosion prevention? (e.g. erosion damage to canal banks, roads, sediment blocking drainage, etc.; potential for increased erosion damages due to lack of groundcover).
3. Threat to life and/or property?
4. Event caused a sudden impairment to the watershed?
5. For structural repairs, the site has not been repaired twice within the last ten years?
6. Economic, environmental, and social documentation adequate to warrant action?
7. Proposed action technically sound?

Work must not begin before the execution of an agreement with NRCS.

See Appendix C for a copy of a DSR and instructions for completing the DSR.

Contracting for Works of Improvement

The contracting mechanism used for implementing EWP recovery efforts in Florida will be through a project agreement between the sponsor and NRCS. NRCS will provide the funding and technical and administrative support to the sponsors. The sponsor will be responsible for managing the planning, design, contracting, installation and certification of approved eligible measures within the allotted time frame.

Sponsors must meet the criteria in the National Contracts, Grants, and Cooperative Agreement Manual Procurement Standards giving special attention to Parts 510.31 through 510.34 and 510.50. Sponsors must have a financial management system in place that meets requirements of 7 CFR 3016.20. In addition, sponsors must have procurement standards in place to meet the requirements of 7 CFR 3016.36. Appendix D contains the Administrative Readiness Questionnaire and may help to determine if a potential sponsor is adequately prepared to administer EWP funds. The NRCS Contracting Officer can provide assistance in determining whether or not a sponsor meets these requirements.

If a sponsor is not adequately equipped to directly administer EWP funds, they must retain the services of an organization with those capabilities for their assistance in administering EWP funds.

As soon as Florida NRCS has been notified that EWP funds are available, NRCS will prepare a project agreement for the sponsor's signature. The project agreement obligates funds for the

repair and establishes the time period (220 days for non-exigency and 10 days for exigency projects). The time starts as soon as Florida NRCS receives EWP funds for the event.

During performance of the project agreement, NRCS will appoint a Project Manager to provide technical assistance. The sponsor will administer the project with minimal agency collaboration, participation, or intervention as long as it is performed in accordance with the terms of the project agreement. NRCS oversight will include the following:

- Review and concurrence of recipient construction plans and specification prior to award.
- Normal Federal management during the project such as site visits, performance reports, financial reporting, and audits to ensure that standards, objectives, terms, and conditions of the project are accomplished.
- General statutory requirements agreed to in advance of the award such as civil rights, environmental protection, and provisions for the handicapped.
- Review of performance after completion.
- Involvement to correct deficiencies in project or financial performance in accordance with the terms of the agreement.

There are two (2) types of agreements used for EWP in Florida

- Locally Led Contracting (see Appendix E) and
- Force Account (see Appendix F).

In both type of agreements, the sponsor will be responsible for completing the survey, designs, engineering plans and specifications, contracting, and construction inspection.

Locally Led Contracting

The sponsor awards and administers the construction contract using applicable state, local and Federal laws and regulations. The sponsor completes a solicitation package notifying interested bidders. The sponsor will also conduct a site showing, issue amendments, conduct the bid opening, abstract the bids, evaluate the apparent low bidder, award the contract, obtain applicable bonds, issue notice to proceed and administer the contract.

Force Account Agreement

Sponsor will complete the work with their own equipment, work force and supervisory personnel, and be experienced in doing this type of work. In some cases equipment may be rented, with or without operators, to supplement their own work force. An agreement and plan of work will be negotiated and signed prior to the sponsor beginning work. NRCS will reimburse 75 percent of the cost of construction. The sponsor is required to keep detailed reports of expenses incurred to support their requests for reimbursement.

Supporting Documentation

EWP sponsors are subject to provisions of the Single Audit Act (OMB Circular A-128, April 12, 1985). Files should be maintained on each EWP funded agreement for a period of three years

after the project is completed. If the project is the object of litigation that begins before the end of the three-year period, records will need to be maintained until the end of the litigation or the three-year period, whichever is longer.

Landrights

The sponsor must possess the legal authority to obtain landrights. The sponsor is responsible to obtain the necessary real property rights, including any rights needed for the relocation of fences, bridges, etc, and submitting a signed Form NRCS-ADS-78, "Assurances relating to Real Property Acquisition,"(see Appendix H) and a signed attorney's opinion,(see Appendix I), as appropriate.

Permits

EWP work often involves construction in and along streams. The Federal Section 404 Clean Water Act requires a permit for any construction activity that involves the placement of dredged or fill materials in "Waters of the United States." These waters include navigable waters and tributaries, interstate waters and tributaries, and any other waters including lakes, intermittent streams, and wetlands.

Generally in-stream EWP construction activities do not require an individual 404 Permit. The type and extent of work encountered on EWP projects is usually covered by one of the following Nationwide Permits:

NWP 13 Bank Stabilization - Applies to bank stabilization activities necessary for erosion prevention where:

- the bank stabilization activity is less than 500 feet in length.
- the activity will not exceed an average of one cubic yard of fill material, per running foot, placed along the bank below the plane of the ordinary high water mark.
- no material is placed in any special aquatic site, including wetlands.
- notification will be given to the United States Army Corps of Engineers (USACOE) when bank stabilization activities exceed 500 feet in length or fill exceeds an average of one cubic yard per running foot.

NWP 37 Emergency Watershed Protection and Rehabilitation- Applies to work done by or funded by the Natural Resources Conservation Service qualifying as an "exigency" situation, under its Emergency Watershed Protection Program.

Sponsors are required to consult with USACOE and United States Fish and Wildlife Service (USFWS) for any "in stream" projects.

Design Process

Prior to starting the design, the sponsor's engineer shall meet with the NRCS Project Manager to discuss the design parameters. NRCS will provide standard drawings and details used for similar sites. The design process will be as follows.

- a. Sponsor will schedule a pre-design conference with the NRCS engineer to set design parameters and schedule.
- b. Sponsor will submit 30, 60, 90 percent plans and specifications to NRCS for review and concurrence by NRCS engineer.
- c. Sponsor will provide NRCS a final copy of construction plans and specifications signed and sealed by a registered professional engineer, quality assurance plan, and operation and maintenance plan prior to start of construction and preferably prior to bid solicitation for locally led contracting.

Cost Share

Reimbursable Items and Allowable Costs for Technical Services

- Locally Led Contract — Technical services (surveys, design, geotechnical analysis, inspection, contract preparation and contract administration) were provided by NRCS in the past; however, the sponsor will be responsible for providing in-kind technical services for the EWP program. Under a Locally Led Contract agreement, NRCS may reimburse the sponsor for in-kind technical up to 7.5 percent of the eligible construction cost. The sponsor's in-kind services must be documented.
- Force Account — Technical services (surveys, design, geotechnical analysis, inspection, contract preparation and contract administration) were provided by NRCS in the past; however, the sponsor will be responsible for providing in-kind technical services for the EWP program. NRCS may reimburse the sponsor for in-kind technical services up to 7.5 percent of the eligible construction cost. The sponsor's in-kind services must be documented.

Reimbursable Items and Allowable Costs for Construction

- Locally Led Contract — Eligible construction costs are cost shared at 75 percent by NRCS and 25 percent sponsor. Sponsors may provide their share of construction costs in the form of cash or in-kind services, such as labor, materials, and/or equipment.
- Force Account Agreement — Eligible construction costs are cost shared at 75 percent by NRCS and 25 percent sponsor.

Purchased materials may be reimbursed as part of EWP force account projects. These materials are those that are a direct part of the repair. It is anticipated that these materials will generally be limited to riprap, geotextile, and seeding and mulching. If grout, pipe, or other materials are required for the repair, it should be documented as part of a pre-design conference participated in by an NRCS representative.

Unit costs for these materials will be compared against those considered reasonable by NRCS and be based on previous EWP work. All requests for reimbursement of material costs must be supported by receipts or invoices that detail quantities and unit costs used for each site.

Labor and equipment costs for repair work will be reimbursed on the basis of actual costs as shown on an invoice that is certified by an authorized representative of the sponsor. These charges must be supported for audit purposes by time sheets, job diaries, and receipts or invoices for any expenses associated with labor or equipment operation.

Reimbursable labor costs may include both wages and benefits. Reimbursable equipment costs may include, but are not limited to, fuel, lubricants, transport, equipment rental, and minor incidental repairs that are directly attributable to eligible work performed at the EWP site. Normally FEMA equipment rates are used for reimbursing equipment used for the construction.

Personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection will NOT be reimbursable.

Reimbursement

Sponsors requesting reimbursement for EWP approved repair costs must submit a completed form SF-270 and include documentation for any eligible expenditure that has not been previously submitted. Documentation will include, as a minimum, a certification of completion signed by the sponsor and a summary (labor, materials, equipment, contracts, etc.) of the actual eligible construction cost.

Form SF-270, Request for Advance or Reimbursement can be submitted as often as needed to receive reimbursement. Sponsors will be paid by electronic funds transfer (EFT) in approximately 14 days after the reimbursement request is approved by NRCS.

See Appendix J for a copy of SF-270.

Operation and Maintenance

The sponsor will implement the operation and maintenance on all EWP structural measures. NRCS may periodically visit the site to determine if the measure is function as planned.

See Appendix K for a sample operation and maintenance (O&M) plan.

Frequently Asked Questions

1. Q What is a “sudden watershed impairment”?

A A sudden watershed impairment is caused by a natural disaster and is widespread over a watershed area. The damage renders the streams, creeks, and drainage ways incapable of their normal function and threatens life or property.

2. Q How do we request EWP help and how soon do we need to ask for help after the disaster event?

A A sponsor can apply for EWP help at the local NRCS office. A formal letter of request to the NRCS STC should be sent as soon as possible after conditions permit access to the damaged areas, but no later than 10 days after the storm event for exigency sites and 60 days for non-exigency sites. (See Appendix A for example of a letter of request).

3. Q Can EWP funds be used on a non-Presidential-declared disaster?

A Yes. The NRCS STC can declare a localized disaster.

4. Q When a Presidential-declared disaster exists, who coordinates emergency activities for the various programs?

A The Florida and local EMC will coordinate state activities. FEMA generally provides Federal guidance.

5. Q For disasters related to rainfall, what distinguishes between a normal storm event and a rainfall that would be considered a disaster?

A This is generally site and event specific, as a long period of rainfall followed immediately by an intense rain can generate a widespread disaster and/or flood. Individual rainfalls should be at least a 25-year rainfall amount for the rainfall duration (Refer to NOAA’s TP40). For example, if the individual storm lasted for 3 hours, the rainfall should exceed the 25-year, 3-hour rainfall amount.

http://www.nws.noaa.gov/oh/hdsc/PF_documents/TechnicalPaper_No40.pdf

6. Q What can be used to satisfy the sponsor’s 25% cost-share requirement when the construction work is contracted out (Locally Led Contract Agreement)?

A Either cash or “in-kind” construction services or a combination of the two. In-kind construction services include costs associated with materials, equipment, and labor.

7. Q What is an exigency site and how long does the sponsor have to fix such a site?

A An exigency situation exists if there is an immediate threat of damage to life or property- immediate action must be taken. After the sponsor is notified that funds are available, work on an exigency site must be completed within 10 days.

8. Q How long does the sponsor have to fix non-exigency sites?

A All sites should be *repaired* as soon as possible. However, work on non-exigency sites must be completed within 220 days after the EWP funds have been made available to Florida NRCS. On smaller projects, less than 220 days may be required.

9. Q The sponsor has decided to perform the work associated with EWP (Force Account). What expenses will be reimbursed?

A NRCS will reimburse 75% of the work-related construction expenses for materials incorporated into the site, and labor and equipment used to perform the *work*.

Personnel, equipment, material, or supply costs associated with survey, design, plan preparation, administration, or construction inspection are **NOT REIMBURSABLE**.

10. Q What type of easements are required for EWP work?

A For permanent, long-life measures that are off the sponsor's right of way (R.O.W.), permanent easements should be obtained. *Work* permits may be adequate for work consisting of shaping, vegetation, and minor rock structures. The sponsors are responsible for obtaining the easements or permits they deem necessary for accomplishing the work and for providing future maintenance. The sponsors must provide NRCS written assurance that the necessary easements and permits have been obtained, but they do not have to provide copies of the easements.

11. Q Which sites must have a site-specific O&M Plan prepared?

A Permanent, long-life measures such as gabion structures, large pipe drop structures, large grade stabilization *structures*, etc., require a formal Operation and Maintenance (O&M) Plan. O&M on these sites is required for at least 5 years.

12. Q What kinds of damage are eligible for repair under the EWP program?

A Typical examples that threaten life or property are:

- Head-cutting gullies.
- Severely eroded stream banks and drainage ditches.
- Landslides.
- Wildfire damage.
- Tornado and flood debris in streams.
- Channel stabilization at culverts and bridges.
- Recent sediment deposits in streams and drainage ditches.
- Debris from wind or ice storms.

13. Q What kinds of damage are not eligible for repair under the EWP program?

A *Damage* that would be expected from a “normal” storm event. This is considered routine operation and maintenance.

- Damage that existed before the disaster event.
- Washed-out road fills, road surfaces, bridges, culverts, utilities, and similar structures.
- Erosion that only threatens farmland, woodland, or pastureland.
- Damage to beaches, dunes, or shorelines.
- *Damage* to structures installed by other federal agencies, such as canals and drainage channels built by the Corps of Engineers.

14. Q Are landslides eligible for EWP assistance?

A If the slide threatens life or property and is a sudden impairment, it could qualify for EWP assistance.

EXAMPLE: A hillside adjacent to a roadway experiences a slope failure during a storm event. The *slide* has filled the road ditch and is about to move onto the roadway. Removal of the slide material and stabilization of the site would qualify for EWP assistance assuming economic and other criteria were met.

15. Q What is an example of a landslide that would not qualify?

A A slide that is wholly or primarily within the road fill is considered reconstruction of the transportation facility and would not be eligible for EWP assistance. Another example is a roadside cut that has a history of shallow slides that frequently deposit material in the road ditch. This is considered a pre-existing problem and repair would be considered normal O&M for the site.

16. Q Can a site be fixed that has been an operation and maintenance nightmare for years prior to the storm event?

A No. EWP funds are not to be used to fix pre-existing problems unless the damage due to the storm *event* is significantly greater than the pre-existing condition of the site. NRCS will assess the site and determine if damage is due to lack of O&M or if it is due to a specific storm event. The watershed impairment has to have occurred in the event(s) associated with the request for assistance. The purpose of the EWP program is to fix impairments related to disasters and not to provide maintenance for infrastructure.

17. Q A gully is threatening a federal aid highway. Can the EWP program be used to stabilize the gully and protect the road?

A No. The federal aid highway is eligible for the Emergency Relief Program administered by the Federal *Highway* Administration of the Department of Transportation (DOT).

18. **Q What if no federal highway funds are available for this storm event?**
A It does not matter. If the site is “eligible” for the highway program, it is not eligible for EWP assistance.
19. **Q Can EWP funds be used to construct a new channel to provide the drainage necessary for protection from flooding that is creating a hazard to life and property?**
A No. EWP *funds* cannot be used to construct a new channel, realign a channel, or do work that increases the pre-disaster capacity of a channel.
20. **Q A large gully existed off the right-of-way of a county road prior to the big flood. The rains associated with the flood caused the gully head cut to move and threaten the road. Can EWP funds be used to stabilize the gully and protect the road?**
A Yes.
21. **Q A county road has been completely cut through by a gully during the storm event. Can EWP funds be used to rebuild the road?**
A No. EWP funds cannot be used to repair or rebuild public facilities. If the event caused a grade stabilization problem downstream, EWP funds could be utilized to solve that situation.
22. **Q An eligible site can be adequately repaired and stabilized with riprap. The design engineer wants to design for a permanent solution including concrete and pipe. Can this be allowed in the EWP program?**
A The riprap solution is all that can be paid for in the EWP program. Any additional costs associated with a more expensive alternative solution must be incurred by the sponsor.
23. **Q A stream bank is eroding and threatening cropland. Can EWP funds be used to riprap the stream bank.**
A No. EWP *funds* cannot be used to protect cropland or pastureland. Other programs are available for this.
24. **Q A farm pond is immediately upstream of a county road. The flood has caused the emergency bypass of the pond to erode severely. If the pond should fail, the road will be washed out. Can EWP funds be used to stabilize the emergency bypass of the pond?**
A Yes. In this case there is more than one beneficiary. The county or other appropriate body must agree to *sponsor* the repair. Normally repairs to farm structures are performed with other programs such as Emergency Conservation Program (ECP). However, where there is a clear threat to public property, repairs can be made with EWP funds.

25. **Q A site qualifies for assistance based on the type of damage; however, the economic benefits are significantly less than the cost of restoration. What are the alternatives?**
- A In some cases the site would be eligible for assistance without economic justification. If there is a clear and significant hazard to life, or if the damage completely isolates residences or businesses from fire *and* emergency team access, the site may qualify.
26. **Q Can a prior EWP funded site be eligible for financial assistance during a subsequent event?**
- A Yes, but no more than twice in a 10-year period. The intent of the EWP program is to provide emergency repairs to restore sites to their pre-storm condition. It is expected that sponsors would make additional improvements as needed to insure long-term stability. Debris removal sites are not subject to the “twice in 10 years” restriction.
27. **Q A gully below a road is being repaired with an EWP contract. During construction it is discovered that the culvert invert is rusted out. Can the culvert be replaced with EWP funds?**
- A No. Repair and replacement of transportation facilities (roads and bridges) is not eligible for EWP *assistance*. The sponsor may have the contractor replace the culvert while working on the site, but the total cost for replacement of the culvert will be the responsibility of the sponsor.
28. **Q The county (or city) has already performed emergency repair work at a location prior to requesting assistance from the EWP program. Can this work that has already been performed be reimbursed through the EWP program?**
- A No.
29. **Q How “fancy” (neat and detailed) do construction drawings have to be?**
- A Drawings only need to be as detailed as is necessary to convey the information required to *construct* the work. The amount of detail should be commensurate with the complexity of the site. For force account work, simple pencil drawings may be adequate. Keep in mind that formal contracts generally require more details and should be more specific to avoid contract disputes.
30. **Q Do all engineering plans developed by the sponsor need to have a P.E. seal?**
- A Yes, *except* for debris removal.
31. **Q Do NRCS engineers have to review all plans developed by the sponsor’s engineer?**
- A No. However, NRCS engineers will provide a cursory review of the engineering plans and specifications. All NRCS review comments are to be incorporated into

the plans. Upon agreement with the plans and specifications, the NRCS engineer will concur with the engineering plans and specifications.

32. Q What construction specifications are used for EWP work?

A The sponsor's engineer may develop specifications, use FL DOT specifications, or use specifications provided by NRCS. NRCS construction specifications are available in MSWord or PDF (Portable Document Format) format on the NRCS web site <http://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21428> . Items of Work and Construction Details specific to the site must be added by the designer. The sponsor's engineer is ultimately responsible for the construction specifications used.

33. Q EWP work involves removal of debris from a stream. Can equipment be used in the bottom of the streambed to do this work?

A Generally, no. All work must be performed in the most environmentally sensitive manner possible. When possible, debris removal from a stream should be performed with heavy equipment from the top of the streambank. Only disaster related debris can be removed.

34. Q Who performs the final inspections?

A The sponsor is responsible for inspections to insure that repairs are completed as designed. NRCS personnel will look at each site to confirm that the repair was made and in keeping with the work that was planned for the site. NRCS will not do an item-by-item inspection. However, if any critical deficiencies are noted by NRCS personnel, they must be corrected before final payment is reimbursed.

35. Q Can some of the sites in a project agreement be paid before all the sites included in the agreement are complete?

A Yes. SF-270, Request for Advance or Reimbursement [http://contacts.gsa.gov/webforms.nsf/0/A2728A279E35054E85256AA10042F275/\\$file/SF%20270.pdf](http://contacts.gsa.gov/webforms.nsf/0/A2728A279E35054E85256AA10042F275/$file/SF%20270.pdf) may be submitted for one or groups of completed sites. The sponsor will have to pay for the works of improvement prior to reimbursement and provide supporting documentation to justify the reimbursement. It is the sponsor's responsibility to track expenses (labor, materials, equipment, services) and keep accurate records for reimbursement.

36. Q What should be done if a cost-overrun occurs?

A As soon as it is apparent that repair costs will exceed the estimate, notify the NRCS Project Manager and request an amendment to the project agreement. If the additional costs are justified, *normally* there will be no problem obtaining the additional funds. However, if EWP funds are exhausted, NRCS may be able to pay only the amount obligated in the project agreement.

- 37. Q If the sponsors are unable to complete the agreed-to-work within the allotted time, what should they do?**
- A They should notify the NRCS district conservationist and request a time extension to the STC at least 30 days prior to the agreement completion date. If they are working *diligently* to complete the work and delays have been outside the sponsor's control, an extension will generally be granted.
- 38. Q Are PL -566 structures eligible for EWP assistance?**
- A Yes.
- 39. Q Once the work is completed and the sponsors have submitted a request for payment, how long will it be before they receive payment?**
- A Payment is usually made within 10 to 14 working days.

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Appendixes

Appendix A — Sample Letter for Requesting EWP Assistance

Appendix B — List of NRCS District Conservationists

Appendix C — Damage Survey Report

Appendix D — Administrative Readiness Questionnaire

Appendix E — Project Agreement – Locally Led Contracting

Appendix F — Project Agreement – Force Account

Appendix G — Special Provisions

Appendix H — Form NRCS-ADS-78 – Assurances Relation to Real Property Acquisition

Appendix I – Sample Attorney’s Opinion Letter

Appendix J — Form SF 270 – Request for Advance or Reimbursement

Appendix K — Sample Operation and Maintenance Plan

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Appendix A – Sample Letter EWP Request for Assistance

<SPONSOR'S LETTERHEAD>

<Enter Date>

Russell Morgan
State Conservationist
Natural Resources Conservation Service
2614 NW 43rd Street
Gainesville, Florida 32606

Dear Mr. Morgan:

We request Federal assistance under the provisions of Section 216, Public Law 516, to restore damages sustained in <Enter Name of County, City, etc.> by storms of <Enter Name and/or Type of Disaster that Occurred> on <Enter Date Disaster Occurred>. This work is needed to safeguard lives and property from an imminent hazard of <Enter Hazard Type>.

Due to <Enter Type of Disaster on Enter Date> the <Describe the type or types of damage and locations (e.g. streambank next to the County Road Bridge 2A is eroding and threatening to damage the bridge and eventually take the bridge out if the erosion is not stopped).>

We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring landrights and any permits needed to construct, and if required, to operate and maintain the proposed measures.

We do not have sufficient funds to provide adequate relief from the <Enter Name of Disaster> hazards. We understand that as a sponsor of this project we are required to provide a minimum of 25% of the total installation cost as cash or in-kind construction services.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

<Enter Name>

<Title>>

<Address>

<Telephone Number>

<Email address>

<FAX Number of Sponsor's Representative>

Please contact <Enter Person's Name from Above Paragraph> for any additional information that you might need in assessing our request.

Sincerely,

<Enter Name>

<Enter Title>

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Appendix B – List of NRCS District Conservationist

COUNTY	NAME	ADDRESS	PHONE	FAX
Alachua	Monica Jones District Conservationist	5709 N.W. 13 th Street Gainesville, FL 32653-2130	352-376-7413 Ext. 3	352-373-4984
Baker	Allen Moore District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
Bay	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674
Bradford	Monica Jones District Conservationist	5709 N.W. 13 th Street Gainesville, FL 32653-2130	352-376-7413 Ext. 3	352-373-4984
Brevard	David Millard District Conservationist	3695 Lake Drive Cocoa, FL 32926-4219	321-633-1702	321-633-1890
Broward	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
Calhoun	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Charlotte	Sara May, Acting District Conservationist	3434 Hancock Bridge Parkway, Suite 209B North Fort Myers, FL 33903	239-997-7331 Ext.3	239-997-7557
Citrus	Jill Dobbs District Conservationist	2441 NE 3 rd St., Suite 204-2 Ocala, FL 34470-3685	352-622-3971 Ext.3	352-732-9728
Clay	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
Collier	Bob Beck District Conservationist	14700 Immokalee Road Naples, FL 34120-1468	239-455-4100	239-455-2993
Columbia	Albert Oliver District Conservationist	2304 SW Main St., Suite 101 Lake City, FL 32025	386-755-3194 Ext. 3	386-752-8278
DeSoto	Dan Schabillion District Conservationist	316 North 7 th Avenue Wauchula, FL 33873	863-773-4764 Ext. 3	863-773-2445
Dixie	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724
Duval	Albert Oliver District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
Escambia	Josh McElhaney District Conservationist	151 Highway 97 Molino, FL 32577-5553	850-587-5404 Ext. 3	850-587-5406
Flagler	George Johnson District Conservationist	101 Heavens Gate Rd., Ste. F Deland, FL 32720	386-985-4037 Ext. 3	386-985-4881
Franklin	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
Gadsden	Karyn Ruiz Toro District Conservationist	2148 West Jefferson St. Quincy, FL 32351	850-627-6355 Ext. 3	850-627-4267
Gilchrist	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724

COUNTY	NAME	ADDRESS	PHONE	FAX
<u>Glades</u>	Dan Rutledge District Conservationist	1085 Pratt Blvd. LaBelle, FL 33935	863-674-5700	863-612-0727
<u>Gulf</u>	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
<u>Hamilton</u>	Chris Menhennett J District Conservationist	1153 US Hwy 41 NW, Ste. 8 Jasper, FL 32052	386-792-1105 Ext. 3	386-792-1604
<u>Hardee</u>	Dan Schabillion District Conservationist	316 North 7 th Avenue Wauchula, FL 33873	863-773-4764 Ext. 3	863-773-2445
<u>Hendry</u>	Dan Rutledge District Conservationist	1085 Pratt Blvd. LaBelle, FL 33935	863-674-5700	863-612-0727
<u>Hernando</u>	Dan Oliver District Conservationist	30435 Commerce Dr., Ste. 103 San Antonio, FL 33576	352-588-5211 Ext. 3	352-588-5472
<u>Highlands</u>	Carlos Torres District Conservationist	4505 George Blvd. Sebring, FL 33875	863-385-7853 Ext. 3	863-385-7028
<u>Hillsborough</u>	Jennifer Abbey District Conservationist	201 S. Collins Street, Ste. 202 Plant City, FL 33563-5531	813-752-1474 Ext. 3	813-759-6530
<u>Holmes</u>	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674
<u>Indian River</u>	Carlos Torres District Conservationist	4505 George Blvd. Sebring, FL 33875	863-385-7853 Ext. 3	863-385-7028
<u>Jackson</u>	Mary Jane Nelson District Conservationist	2741 Pennsylvania Ave., Ste 6 Marianna, FL 32448	850-526-2610 Ext. 3	850-526-7534
<u>Jefferson</u>	Stephen Tuller, Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
<u>Lafayette</u>	Melvin DeShazor District Conservationist	176 SW Community Circle Suite C Mayo, FL 32066	386-294-1851 Ext. 3	386-294-2154
<u>Lake</u>	Suzy Daubert District Conservationist	1725 David Walker Dr., Ste. C Tavares, FL 34778-5745	352-343-2481 Ext. 3	352-343-6275
<u>Lee</u>	Sara May, Acting District Conservationist	3434 Hancock Bridge Parkway, Suite 209B North Fort Myers, FL 33903	239-533-3622	239-482-2605
<u>Leon</u>	Stephen Tuller, Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
<u>Levy</u>	Chakesha Harvey District Conservationist	625 North Hathaway Avenue Bronson, FL 32621	352-486-2672 Ext. 3	352-486-1724
<u>Liberty</u>	Bryan McGraw District Conservationist	17413 N.W. Leonard St. Blountstown, FL 32424	850-674-8271 Ext. 3	850-674-5099
<u>Madison</u>	Jazelle Jusino District Conservationist	1153 US Hwy 41 NW, Ste. 8 Jasper, FL 32052	386-792-1105 Ext. 3	386-792-1604
<u>Manatee</u>	Jack Creighton District Conservationist	6942 Professional Parkway E. Sarasota, FL 34240-8414	941-907-0011 Ext. 3	941-907-0015

COUNTY	NAME	ADDRESS	PHONE	FAX
<u>Marion</u>	Jill Dobbs District Conservationist	2441 NE 3 rd St., Suite 204-2 Ocala, FL 34470-3685	352-622-3971 Ext.3	352-732-9728
<u>Martin</u>	Kay Nickel District Conservationist	8400 Picos Road, Suite 202 Fort Pierce, FL 34945-3045	772-461-4546 Ext. 3	772-465-0165
<u>Miami-Dade</u>	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
<u>Monroe</u>	Christine Coffin District Conservationist	1450 N. Krome Ave, Ste. 104 Florida City, FL 33034	305-242-1218 Ext. 3	305-242-1292
<u>Nassau</u>	Albert Oliver District Conservationist	260 US Hwy 301 N., Ste.108 Baldwin, FL 32234-1440	904-266-0088 Ext. 3	904-266-4858
<u>Okaloosa</u>	Darryl Williams District Conservationist	938 N. Ferdon Blvd. Crestview, FL 32536	850-682-3714 Ext. 3	850-682-8731
<u>Okeechobee</u>	Howard Harrison District Conservationist	452 Highway 98 North Okeechobee, FL 34972-4168	863-763-3619 Ext. 3	863-763-6407
<u>Orange</u>	Chuck O'Rourke District Conservationist	1921 Kissimmee Valley Lane Kissimmee, FL 34744-6107	407-847-4465	407-847-0959
<u>Osceola</u>	Chuck O'Rourke District Conservationist	1921 Kissimmee Valley Lane Kissimmee, FL 34744-6107	407-792-2727 Ext. 3	407-847-0959
<u>Palm Beach</u>	Rosa Reyes District Conservationist	420 South SR 7, Suite 162 Royal Palm Beach, FL 33414	561-712-6321	561-792-9094
<u>Pasco</u>	Dan Oliver District Conservationist	30435 Commerce Dr., Ste. 103 San Antonio, FL 33576	352-588-5211 Ext. 3	352-588-5472
<u>Pinellas</u>	Jennifer Abbey District Conservationist	201 S. Collins Street, Ste. 202 Plant City, FL 33563-5531	813-752-1474 Ext. 3	813-759-6530
<u>Polk</u>	Edward Sheehan District Conservationist	1700 Highway 17 South, Ste. 2 Bartow, FL 33830-6633	863-533-2051 Ext. 3	863-533-1884
<u>Putnam</u>	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
<u>Santa Rosa</u>	Trent Mathews District Conservationist	6285 Dogwood Drive Milton, FL 32570-3544	850-623-3229 Ext. 3	850-623-8012
<u>Sarasota</u>	Jack Creighton District Conservationist	6942 Professional Parkway E. Sarasota, FL 34240-8414	941-907-0011 Ext. 3	941-907-0015
<u>Seminole</u>	David Millard District Conservationist	3695 Lake Drive Cocoa, FL 32926-4219	321-633-1702	321-633-1890
<u>St. Johns</u>	Thomas Cheyne District Conservationist	111 Yelington Road, Suite 4 East Palatka, FL 32131-8892	386-328-6522 Ext. 3	386-328-3054
<u>St. Lucie</u>	Kay Nickel District Conservationist	8400 Picos Road, Suite 202 Fort Pierce, FL 34945-3045	772-461-4546 Ext. 3	772-465-0165
<u>Sumter</u>	Suzy Daubert District Conservationist	1725 David Walker Dr., Ste. C Tavares, FL 34778-5745	352-343-2481 Ext. 3	352-343-6275

COUNTY	NAME	ADDRESS	PHONE	FAX
<u>Suwannee</u>	Chris Menhennett District Conservationist	10096 US Highway 129 Live Oak, FL 32060	386-362-2622 Ext. 3	386-362-3375
<u>Taylor</u>	Melvin DeShazior District Conservationist	176 SW Community Circle Suite C Mayo, FL 32066	386-294-1851 Ext. 3	386-294-2154
<u>Union</u>	Albert Oliver District Conservationist	2304 SW Main St., Suite 101 Lake City, FL 32025	386-755-3194 Ext. 3	386-752-8278
<u>Volusia</u>	George Johnson District Conservationist	101 Heavens Gate Rd., Ste. F Deland, FL 32720	386-985-4037 Ext. 3	386-985-4881
<u>Wakulla</u>	Stephen Tuller Acting District Conservationist	1250 N. Jefferson Hwy 19N Monticello, FL 32344	850-997-4058 Ext. 3	850-997-6277
<u>Walton</u>	Jason Hayford District Conservationist	239 John Baldwin Rd., Ste. B DeFuniak Springs, FL 32433	850-892-3712 Ext. 3	850-892-6002
Washington	Greg Nolin District Conservationist	103 North Oklahoma Street Bonifay, FL 32425	850-547-2916 Ext. 3	850-547-2674

Appendix C – Damage Survey Report

A DSR will be completed for all sites evaluated with priority given to exigency sites. NRCS will take the lead in completing the DSR with assistance from the sponsor. Site eligibility will consider the economic, social, and environmental defensibility and determine technically sound design alternatives to remove the threat.

For exigency sites the initial DSR may cover just the work necessary to relieve the exigency situation. This work must be completed within 10 days of discovery of the site. A second DSR and contract may be necessary to alleviate any remaining hazard causing an emergency situation.

On sites determined to be ineligible, DSR Team will document the reason for ineligibility in the remarks section on page 6 of the DSR. An example of this would be “no stream flow impairment” or “does not meet economic defensibility.”

Listed below are some items and tips for completing DSRs:

1. DSR No. – The DSR number should be a short abbreviation of the sponsor name, year, and Site No. (EXAMPLE: Friendly County, 2012Site No. 1 would be written, FRNDCO-12-001). Do not reuse the numbers that were assigned to previous events because this could cause confusion in record keeping.
2. Complete a DSR for each major site that can be isolated. In some instances, however, it is appropriate to group several locations into one DSR. For example, an area with 3 sites in close proximity could be grouped into one DSR. On the site plan map, individual locations could be shown as Site A, Site B, etc., and costs calculated for each location. The summary of the costs for the individual sites would then be shown on the DSR.
3. Location Map – Attach an aerial map of the site locations to the DSR. The map should show the upstream and downstream areas (structures, homes, streams, etc.) that are and will be affected if the site is not repaired. The site location should be shown or described in sufficient detail that a person not familiar with the site could locate it on the ground (provide coordinates of the site in NAR-North American 83 or NAS-C NA27 Conus/Clk66 format or Lat-Long (degree, minute, seconds)). Each site will be located on a suitable map that clearly shows the site location and the upstream and downstream conditions.
4. Site Plan – Attach a sketch showing the pre-storm and post-storm conditions, the proposed works of improvement, work limits, haul roads, dump sites, and areas damaged and its proximity to threatened structures to the DSR. The site plan should also include a description or sketch of the proposed repair, including any applicable standard drawings. The site plan should agree with and compliment the Engineer’s cost estimate. A cost estimate will be prepared for each alternative.
5. Photographs – Attach digital photographs of the site to the DSR photographs that clearly show the damage.

The completed DSR will be signed by the DC, engineer, and sponsor and forwarded to the Florida NRCS EWP PM.

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DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program - Recovery

<u>NRCS Entry Only</u>				
Eligible:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Approved:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Funding Priority Number (from Section 4)				

Section 1A

Date of Report: Limited Resource Area: YES NO

DSR Number: Project Number:

Sponsor Name: _____
 Address: _____
 City/State/Zip: _____
 Telephone Number: Fax:

County: State: Congressional District:

Latitude: Longitude: Section: Township:

UTM Coordinates:

Drainage Name: Reach:

Damage Description:

Site Eligibility	YES	NO
Damage was a result of a natural disaster?*	<input type="checkbox"/>	<input type="checkbox"/>
Recovery measures would be for runoff retardation or soil erosion prevention?*	<input type="checkbox"/>	<input type="checkbox"/>
Threat to life and/or property?*	<input type="checkbox"/>	<input type="checkbox"/>
Event caused a sudden impairment in the watershed?*	<input type="checkbox"/>	<input type="checkbox"/>
Imminent threat was created by this event?***	<input type="checkbox"/>	<input type="checkbox"/>
For structural repairs, not repaired twice within ten years?***	<input type="checkbox"/>	<input type="checkbox"/>
Site Defensibility		
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6***)	<input type="checkbox"/>	<input type="checkbox"/>
Proposed action technically viable? (Go to Page 9 ***)	<input type="checkbox"/>	<input type="checkbox"/>

Have all the appropriate steps been taken to ensure that all segments of the population have been informed of the EWP program and its possible effects? YES NO

Comments:

*** DSR Pages 3 through 6 and 9 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

DSR NO:
Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5A:

Total installation cost identified in this DSR: Section 3: \$

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____

State EWP Program Manager

Approved By: _____ Date Approved: _____

State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-941 0 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

DSR NO:

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		2D Effects of Alternatives		
Soil				
Water				
Air				
Plant				
Animal				
Other				

DSR NO:

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternative and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.				
Coastal Zone Management Areas				
Coral Reefs				
Cultural Resources				
Endangered and Threatened Species				
Environmental Justice				
Essential Fish Habitat				
Fish and Wildlife Coordination				
Floodplain Management				
Invasive Species				
Migratory Birds				
Natural Areas				
Prime and Unique Farmlands				
Riparian Areas				
Scenic Beauty				
Wetlands				
Wild and Scenic Rivers				

Completed By: _____

Date: _____

DSR NO:

	Future Damages (\$)	Damage Factor (%)	Near Term (\$)
Properties Protected (Private)			
Properties Protected (Public)			
Business Losses			
Other			
Total Near Term Damage Reduction \$			
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			

Completed By:

Date:

DSR NO:

Section 2G Social Consideration

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Yes	No	Remarks
Has there been a loss of life as a result of the watershed impairment?			
Is there the potential for loss of life due to damages from the watershed impairment?			
Has access to a hospital or medical facility been impaired by watershed impairment?			
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)			
Is there a lack or has there been a reduction of public safety due to watershed impairment?			

Completed By:

Date:

DSR NO:

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic	
Asian Male Non-Hispanic	
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	
White Female Non-Hispanic	
White Male Hispanic	
White Male Non-Hispanic	
Total Group	

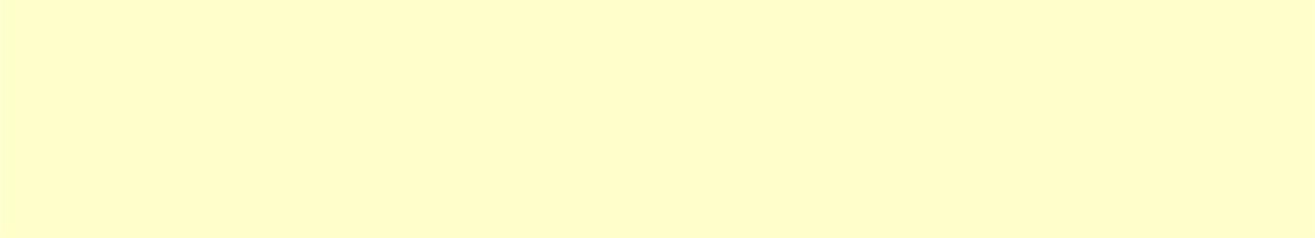
Census tract(s)

Completed By: Date:

DSR NO:

Section 2I Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

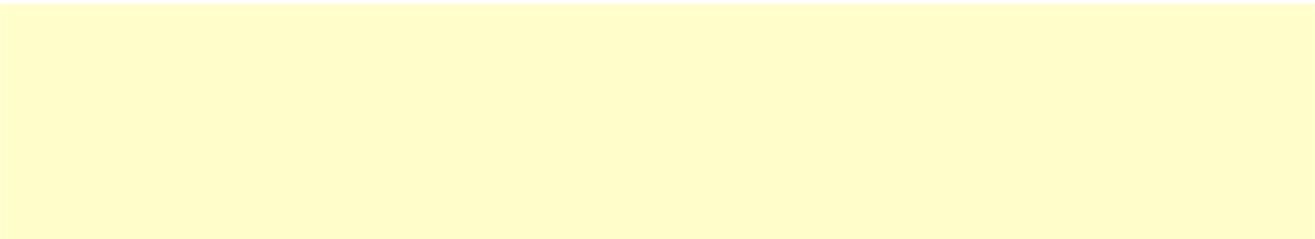
Easements, permissions, or permits:



Mitigation Description:



Agencies, persons, and references consulted, or to be consulted:



DSR NO:

Section 4 NRCS EWP Funding Priority

Priority Ranting Criteria	Yes	No	
1. Is this an exigency situation?			
2. Is this a site where there is serious, but not immediate threat to human life?			
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?			
4. Is this site a funding priority established by the NRCS Chief?			
The following are modifiers for the above criteria			Modifier
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?			
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?			
c. Will the proposed action or alternatives protect or conserve prime or important farmland?			
d. Will the proposed action or alternatives protect or conserve existing wetlands?			
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?			

DSR NO:

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

[Redacted]

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

Has been sufficiently analyzed in the EWP PEIS (reference all that apply)

Chapter	[Redacted]

May require the preparation of an environmental assessment or environmental impact statement. The action will be referred to the NRCS State Office on this date.

NRCS representative of the DSR team: [Redacted]

Title: [Redacted] Date: [Redacted]

Section 5B Comments: [Redacted]

Section 5C Sponsor(s) Review and Concurrence: [Redacted]

Sponsor Representative: [Redacted]

Title: [Redacted] Date: [Redacted]

Section 6 Attachments:

- A. Location Map
- B. Site Plan or Sketches
- C. Other (explain): [Redacted]

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	
1F	NRCS Review and Approval.	
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the “no action” alternative. The no action alternative is the predictive future condition if no action is taken. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization).	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the “no action” alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	
	Explanation of Requested Item	Who Completes
2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.

<p>2F</p>	<p>Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (\$) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office.</p> <p>The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	
<p>2G</p>	<p>Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	
<p>2H</p>	<p>Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.</p>	<p>Sponsor completes</p>

	Explanation of Requested Item	Who Completes
2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	Explanation of Requested Item This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	NRCS completes.
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	
Section 6	Include attachments for location map, site sketch, or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Appendix D – Administrative Readiness Questionnaire

ADMINISTRATIVE READINESS QUESTIONNAIRE

The purpose of this questionnaire is to help determine if a sponsor is adequately equipped to administer EWP funds. If an applicant is not equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to NRCS (address below) before an EWP cooperative agreement will be executed with a sponsor.

USDA/NRCS/State Office
ATTN: Contracting Officer
2614 NW 43rd Street
Gainesville, FL 32606

Sponsor: _____

(Name and Mailing Address) _____

Phone: _____ FAX: _____

Name and Title of Person Completing Questionnaire:

_____ Please Type or Print _____ Signature

1. Have you or your staff administered grants or loans from other federal programs in the past? _____
If yes, please list the federal agencies involved: _____
2. Have you or your staff previously:
_____ Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars,
_____ Completed actions in compliance with a Free and Open competition clause in a contract funded totally or in part with federal dollars,
_____ Prepared a contract solicitation package for a project that included federal assistance funds and was in accordance with the Code of Florida, or
_____ Incorporated and monitored actions related to federal environmental standards in contracts funded totally or in part with federal dollars.
3. Are you or your staff personally familiar with federal requirements related to:
_____ Project fund financial management and audit requirements,
_____ Real property acquisition or easements,
_____ Bid letting procedures,
_____ Equal Opportunity and Civil Rights,
_____ Contract administration.
_____ Environmental regulations related to cultural resources, threatened and endangered species
4. Does your organization have a financial management system in place that meets the requirements of 7 CFR 3016.20? _____
5. Does your organization have procurement standards in place that meet the requirements of 7 CFR 3016.36? _____

If you answered "no" to more than two of the items listed above, please provide the following information on the organization that will be providing administration assistance to you:

Name and Mailing Address of Organization:

Phone: _____ FAX: _____

Contact Person: _____

Does your organization have capabilities of accepting electronic funds transfer? _____

An Equal Opportunity Provider and Employer

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Appendix E – Project Agreement – Locally Led Contracting

STATE: Florida
PROJECT: < *name assigned by NRCS* >
AGREEMENT NO.: < *# assigned by NRCS* >

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
PROJECT AGREEMENT

LOCALLY LED CONTRACTING

I. AUTHORITY

- A. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes NRCS to enter into a cooperative agreement with a sponsor.
- B. For purposes of this agreement, “Sponsor” refers to Name and State and is defined in 7 CFR 624.4(g) as: “Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required.”

II. PURPOSE

THIS AGREEMENT is hereby entered into by and between the <*Name of Sponsor*> hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection (EWP) Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by <*list name of storm event e.g. Hurricane Elwyn*>.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the estimated eligible construction cost for this agreement is limited to \$<enter dollar value of proposed construction> for the following described works of improvement.

<u>Location</u>	<u>Description</u>	<u>DSR No.</u>
<i>Enter name of site, e.g. Means Marsh</i>	<i>Described work (e.g. Debris removal from Canals and Waterways to prevent flooding and erosion protection on canals and waterways.)</i>	<i># assigned by NRCS</i>
<i>Enter name of site, e.g. Ricciardi River</i>	<i>Described work</i>	<i># assigned by NRCS</i>

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections II.B.3 and II.C.1.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections II.B.8 and Section II.C.2.

B. THE SPONSOR WILL:

1. Designate an individual to serve as Project Manager to coordinate the requirements of this agreement with NRCS. The designation of the Sponsor’s Project Manager shall be in writing to the Florida NRCS EWP Program Manager.
2. Provide for accomplishment of the works of improvement described in Section II.A and provide for their completion by <date>.
3. Provide 25% of the actual eligible construction cost, 100% of all ineligible construction costs, and 100% of all cost above the estimated eligible construction cost for the works of improvement described in Section II.A. Sponsor’s 25% of the actual eligible construction may be in the form of cash, in-kind construction services, or a combination of both.

Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section II.A. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Construction items included in the works of improvement that are eligible construction costs will be agreed upon during the pre-design conference.

Actual eligible construction costs will consist of eligible construction costs from contracts awarded to contractors plus eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

4. Accomplish construction of the works of improvement by contracting, in-kind construction services, or a combination of both.
5. For contracts, provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment. Abstracts of bids shall be submitted to NRCS for review and comment prior to award.
6. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operation describing the construction services to be performed including estimated quantities and values. The Plan of Operation shall be submitted to NRCS for review and approval prior to commencement of construction. In-kind construction services for equipment shall not exceed published FEMA rates unless otherwise documented and concurred in advance by NRCS.

The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible works of improvement.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible works of improvement. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
7. Projects completed using NRCS EWP Program funds are not eligible for FEMA reimbursement.
 8. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, let and administer contracts, inspect eligible works of improvement performed, certify completed works of improvement, and prepare as-built drawings). Reimbursement amount for eligible Sponsor in-kind technical services will be as described in Section II.C.2.

In-kind services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

9. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section II.A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement. Costs related to landrights and permits are ineligible for reimbursement.
10. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the works of improvement described in Section II.A.
11. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
12. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.
13. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.
14. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining landrights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.
15. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
16. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer

registered in the State of Florida. A copy of the signed and seal plans and specification shall be provided to NRCS.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of work.
18. Provide construction inspection in accordance with the QAP.
19. For structural works of improvement, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the works of improvement, the Sponsor shall assume responsibility for O&M.
20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
22. The Sponsor's Project Manager will submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS Project Manager every two (2) weeks after the project agreement is signed by both parties. The report shall include, but not limited to, the progress of survey, design, procurement, construction, and current and anticipated progress of the project.
23. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Florida and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.
24. Arrange for and conduct final inspection of the works of improvement. The NRCS Project Manager, the Sponsor's Project Manager, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of Florida furnished by the Sponsor shall certify that the project was installed in accordance with the plans and specifications.

25. If needed, upon completion of emergency protection works of improvement and the elimination of the threat, take action to bring the works of improvement up to reasonable standards by other means and/or authority. Unless the works of improvement are brought up to reasonable standards, the sponsor will not be eligible for future funding under the EWP Program.
26. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The as-built drawings shall consist of the original construction drawings showing any changes or modifications made during construction.
27. Pay the contractor as provided in the contract(s).
28. Submit copies of billings for reimbursement to NRCS on Form SF-270, "Request for Advance or Reimbursement", on a monthly, but not less than quarterly (March, June, September, and December) basis to the NRCS Project Manager. Final payment request shall be submitted within thirty (30) calendar days of completion of the works of improvement. All requests for reimbursement shall include all appropriate and complete documentation to support the reimbursement request.
29. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.
30. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
31. The required documentation for reimbursement of in-kind technical services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.
32. When requested by NRCS, submit quarterly accrual reports for (a) the total cumulative construction services costs and (b) the total cumulative in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section II.A. The cumulative total value of work (construction services and in-kind technical services) includes the total of all payments previously paid and payments pending for work performed and estimated to be performed through the end of the quarter requested.
33. Administer their action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other rules referenced in 7-CFR 3015.
34. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-818, attached hereto as Attachment B.

35. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
36. Retain all records dealing with the award and administration of contract(s) for three (3) years from the date of the sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
37. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
38. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section II.B.2. A request for a time extension must be supported by (a) justification for the need of an extension and why it would be in the best interest of the government; (b) a statement documenting why the project was not completed on schedule, (c) a plan detailing how the project will be successfully completed if extended, and (d) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Florida EWP Program Manager, Jesse Wilson, at USDA-NRCS Florida State Office, 2614 NW 43rd Street, Gainesville, Florida 32606.
39. Complete all required work under this agreement including, but not limited to, construction of works of improvement, final inspection, payment to all contractors, submissions of as-built drawings, and certification of final quantities.

C. NRCS WILL:

1. Designate an individual to serve as Project Manager between NRCS and the Sponsor. The NRCS Project Manager will represent NRCS on Section II.C, Items 4, 5, 6, 7, 9, and 10 and Section II.D, Items 3, 4, and 9.
2. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section II.A and computed as described in II.B.3. NRCS will reimburse *actual* eligible cost of constructing from financial assistance funds up to a maximum of \$XXX (limited to 75% of \$XXX).
3. Reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section II.A and defined in Section II.B.6. NRCS will reimburse in-kind

technical services from technical assistance funds up to a maximum of \$XXX (limited to 7.5% of \$XXX).

4. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section II.B.13.
5. Determine eligible construction costs during the pre-design conference as set forth in Section II.B.13.
6. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation (if required) and QAP as described in Sections II.B, Items 6, 15, 16, 17, and 19.
7. Review abstracts of bids and provide comments to Sponsor prior to award.
8. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
9. Make periodic site visits during the installation of the works improvement to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibility as set forth in Section II.B.
10. Upon notification of the completion of the works of improvement described in Section II.A, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
11. Upon receipt and approval of Form SF-270, "Request for Advance or Reimbursement" and supporting documentation, make payment to the Sponsor for NRCS's share of the eligible costs.

D. IT IS MUTUALLY AGREED:

1. This agreement shall become null and void one hundred and eighty (180) calendar days after the date NRCS has signed and executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with this agreement. No work shall be performed prior to receiving a fully executed agreement. Any work performed prior to receiving a fully executed agreement is not eligible for reimbursement. Any change in the effective dates of this agreement must be by written amendment and signed by the Sponsor and NRCS prior to the expiration date.
3. That each party shall review, comment, and concur with the engineering drawings, construction specifications, Plan of Operation (if required), O&M plan, and QAP as described in Sections II.B Items 15, 16, 17, and 19 of this agreement.

4. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.
5. Payment under this agreement will be by electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
6. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.
8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
9. If agreed to by the NRCS and Sponsor's Project Manager, adjustments may be made to and between individual DSR costs without amending this agreement as long as the total estimated eligible construction costs described in II.A of this agreement is not exceeded.
10. This agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.
11. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
12. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor or any member the Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

13. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

E. APPROVED:

<**NAME OF SPONSOR**>

By: _____

Title: _____

Date: _____

TIN: _____

Signatory Official is authorized to make this commitment on behalf of <*Name of Sponsor.*>

(Signature)

(Date)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: _____

Title: _____ Date: _____

Reviewed: _____ Date: _____

Appendix F – Project Agreement Force Account

STATE: Florida
PROJECT: <NRCS enters number>
AGREEMENT NO.: <NRCS enters agreement number>

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT - FORCE ACCOUNT

THIS AGREEMENT is between the <Sponsor Name>, hereinafter called the Sponsor; and the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter called the NRCS. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by < list name of storm event e.g. >

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the estimated eligible construction cost for this agreement is limited to \$<enter dollar value of proposed construction> for the following described works of improvement.

<u>Location</u>	<u>Description</u>	<u>DSR No.</u>
<Enter site location>	<Enter description of work>	<DSR # provided by NRCS>
<Enter site location>	<Enter description of work>	<DSR # provided by NRCS>

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections B.3 and C.2.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections B.5 and Section C.3.

B. The Sponsor will:

1. Designate an individual to serve as Project Manager (PM) to coordinate the requirements of this agreement with NRCS. The designation of the Sponsor's PM shall be in writing to the Florida NRCS EWP Program Manager.
2. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by *<date>*.
3. Provide 25% of the actual eligible construction cost, 100% of all ineligible construction costs, and 100% of all cost above the estimated eligible construction cost for the works of improvement described in Section A. This cost to the Sponsor is estimated to be \$*<Enter Dollar Amount>*.

Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section A. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Construction items included in the works of improvement that are eligible construction costs will be agreed upon during the pre-design conference.

Actual eligible construction costs will consist of eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

4. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to installation of the works of improvement. Procure any acquisitions in accordance with applicable state requirements.
5. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, procurement of materials, let and administer contracts, inspect eligible works of improvement performed, certify completed works of improvement, and prepare as-built drawings). Reimbursement amount for eligible Sponsor in-kind technical services will be as described in Section C.3.

In-kind technical services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

6. The Sponsor PM will submit a brief progress report via e-mail to the NRCS Emergency Watershed Program Manager and the NRCS PM every two weeks after the project agreement is signed by both parties. The report shall include but not limited to the progress of survey, design, procurement and construction.

7. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS.
8. Prior to commencement of work, submit for NRCS review, the preliminary Plan of Operations, preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
9. The Plan of Operation shall include:
 - a. a construction schedule that provides a anticipated time (days) to complete each major item of work;
 - b. list of equipment to be used to install the works of improvement, anticipated hours equipment will be used on the job, and hourly rate;
 - c. list of all personnel that will be used to install the works of improvement, anticipated hours of work, and hourly rate;
 - d. list of all materials to be installed, quantity, and unit cost.
10. Upon receiving comments from NRCS, prepare the final Plan of Operations, final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final Plan of Operations engineering plans and specifications shall be submitted to NRCS for final review and concurrence prior to commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida as required by state law.
11. Prior to commencement of work, submit for NRCS review the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements.
12. Provide construction inspection in accordance with the QAP.
13. For structural works of improvement, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the works of improvement, the Sponsor shall assume responsibility for O&M.

14. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
15. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
16. Secure the materials and equipment to install the emergency watershed protection measures described in Section A in accordance with the approved plans and specifications concurred in by NRCS. Protect all materials to be used and maintain a current record of disbursements and use of such material. Maintain all equipment used in good operating condition without cost to NRCS. Equipment shall be operated safely at all times.
17. Carry out the work in accordance with the Plan of Operations heretofore prepared by the Sponsor and concurred in by NRCS. Secure NRCS concurrence before changing the Plan of Operations.
18. Ensure that requirements for compliance with all environmental and/or cultural resource laws are incorporated into the project.
19. Employ competent personnel to carry out the work.
20. The Sponsor's PM will submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS PM every two (2) weeks after the project agreement is signed by both parties. The report shall include, but not limited to, the progress of survey, design, procurement, construction, and current and anticipated progress of the project.
21. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative expenses include, but shall not be limited to, facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.
22. Submit billings to NRCS on Form SF-270, Request for Advance or Reimbursement, along with itemization of eligible costs incurred. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
23. Maintain, as a minimum, the following documentation to support the Sponsor's request for reimbursement:
 - a. Invoices covering actual costs of materials used in constructing the eligible works of improvement.

- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.
 - d. Equipment operating records showing the type and size of equipment, hourly rate (rates need to coincide with published FEMA rates), actual hours of operation and dates used to install the eligible works of improvement. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
 - e. Reimbursement of in-kind technical services must include daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for providing technical services and any invoices from outside consulting services if used to provide technical services for the eligible works of improvement.
24. Arrange for and conduct final inspection on completed emergency watershed protection measures with NRCS to determine whether all work has been performed in accordance with specifications and plan of operations.
25. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The as-built drawings shall consist of the original construction drawings showing any changes or modifications made during construction.
26. When requested by NRCS, submit quarterly accrual reports for (a) the total cumulative construction services costs and (b) the total cumulative in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section II.A. The cumulative total value of work (construction services and in-kind technical services) includes the total of all payments previously paid and payments pending for work performed and estimated to be performed through the end of the quarter requested.
27. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.
28. Retain all records dealing with direct supervision, labor, equipment, and materials used in the work for 3 years from the date of the Sponsor's submission of the final request for payment or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or until 3 years, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpt, and transcripts.

29. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-818, attached hereto as Attachment B.
30. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section B.2. A request for a time extension must be supported by (a) justification for the need of an extension and why it would be in the best interest of the government; (b) a statement documenting why the project was not completed on schedule, (c) a plan detailing how the project will be successfully completed if extended, and (d) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Florida EWP Program Manager, Jesse Wilson, at USDA-NRCS Florida State Office, 2614 NW 43rd Street, Gainesville, Florida 32606.
31. Comply with the applicable requirements in Attachments A and B to this agreement. If applicable, complete the attached “Clean Air and Water Certification” included in Attachment A.
32. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

C. NRCS will:

1. Designate an individual as the Project Manager to represent NRCS to Sponsor. Sponsor and Sponsor’s engineer establish design parameters and review, approve, and concur in the Plan of Operations, plans and specifications, and QAP as set forth in Section B. 7, 8, 9, and 10.
2. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section A and computed as described in B.3 up to a maximum of \$XXX (limited to 75% of \$XXX).
3. Reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section A and defined in Section B.5. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of \$XXX (limited to 7.5% of \$XXX).
4. Assist Sponsor and Sponsor’s engineer in establishing design parameters and approve as set forth in Section B.7.
5. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation and QAP as described in Section B, Items 8, 10, and 11.
6. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.

7. Make periodic site visits during the installation of the works improvement to review construction progress, document conformance to engineering plans and specifications, participate in final inspection, and provide any necessary clarification on the Sponsor's responsibility as set forth in Section B.
8. Upon notification of the completion of the works of improvement described in Section A, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
9. Upon receipt and approval of Form SF-270, "Request for Advance or Reimbursement" and supporting documentation, make payment to the Sponsor for NRCS's share of the eligible costs. Payment will be made under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208.

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement in the event the work has not been commenced.
2. This agreement may be renegotiated, amended, extended, or modified by a written amendment executed by authorized officials of the Sponsor and the NRCS as mutually agreed by both parties. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in C.1 for performing the works described in Section A. No adjustment shall change the cost-sharing assistance to be provided by NRCS as set forth in C.1 nor reduce funds below the amount required to provide NRCS' share of the cost.
3. The procurement of materials necessary for accomplishing the emergency watershed protection measures described in Section A. will not be made from the Sponsor or firms in which any official of such organization or any member of such official's immediate family has direct or indirect financial interest in the pecuniary profits of such firm. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
5. In the event of default of any vendor, any excess costs collected from the defaulting vendor are to be prorated between the Sponsor and NRCS in the same ratio as funds are contributed under the terms of this agreement.

6. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
7. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, elect to proceed without obtaining concurrence as set out in Section B. of this agreement.
8. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
9. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

E. APPROVED:

<Name of Sponsor>

By: _____
 Title: _____
 Date _____
 TIN: _____

Signatory Official is Authorized to make this Commitment on behalf of *<Name of Sponsor>*.

 (Title) (Attest Signature)

**UNITED STATES DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION SERVICE**

By: _____
 Title: _____
 Date: _____

Appendix G – Special Provisions

ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION
- II. CERTIFICATION REGARDING LOBBYING
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS
- IV. CLEAN AIR AND WATER CERTIFICATION
- V. ASSURANCES AND COMPLIANCE
- VI. EXAMINATION OF RECORDS

ATTACHMENT A - SPECIAL PROVISIONS

Sponsor agrees to comply with the following special provisions which are hereby incorporated into this Agreement.

I. Drug Free Workplace

By signing this Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Department of Agriculture Natural Resources Conservation Service (hereinafter "Service"), in addition to other remedies available to the Federal Government, may take action under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. §§ 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes;

Criminal drug statute means a Federal or State criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Sponsor directly engaged in the performance of work for which the Service is providing funding, including (i) All direct charge employees; (ii) All indirect charge employees, unless their impact or involvement is insignificant to the work performed by the Sponsor; and (iii) Temporary personnel and consultants who are directly engaged in the work performed by the Sponsor and who are on the Sponsor's payroll. This definition does not include workers not on the payroll of the Sponsor (e.g., volunteers, even if used to meet matching requirements; consultants or independent contractors not the Sponsor's payroll, or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION

A. The Sponsor certifies that it has or will continue 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 Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) The Sponsor'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;

ATTACHMENT A - SPECIAL PROVISIONS

- (c) Making it a requirement that each employee to be engaged in the performance of the Program be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment by the Sponsor, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the Sponsor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Service officer or other designee on whose Sponsor activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of the Sponsor.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (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, consistent with the requirements of the Rehabilitation Act of 1973, as amended; 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) through (f).
 - (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with the Program described in this Agreement.

ATTACHMENT A - SPECIAL PROVISIONS

II. Certification Regarding Lobbying (7 C.F.R. § 3018) (Applicable if this agreement exceeds \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, and officer or employee of Congress, or 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 – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The Sponsor 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.
- (4) 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.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions, (7 C.F.R. § 3017)

- (1) The Sponsor certifies 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 department or agency;
 - (b) Have not within a three-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 awards, making false statements, or receiving stolen property;
 - (c) Are not presently indicted 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

ATTACHMENT A - SPECIAL PROVISIONS

- (d) Have not within a three-year period preceding this cooperative agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the primary Sponsor is unable to certify to any of the statements of this certification, such prospective participant shall attach an explanation to this Agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor signatory to this Agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____ listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this Agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating any facility which he/she proposes to use for the performance of the agreement under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or the agreement is not otherwise exempt.)

A. The Sponsor agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, all regulations and guidelines issued thereunder before the signing of this Agreement by the Service.
- (2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was signed by the Service unless and until the EPA removes the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities at which the work under this Agreement is being performed.

ATTACHMENT A - SPECIAL PROVISIONS

- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.

B. The terms used in this clause have the following meanings:

- (1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. § 1857 et seq., as amended by Public Law 91-604).
- (2) The term “Water Act” means the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq., as amended by Public Law 92-500).
- (3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. § 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. § 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. § 1857c-7(d)).
- (4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. § 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. § 1317).
- (5) The term “compliance” means compliance with the clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or any air or water pollution control issued pursuant thereto.
- (6) The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased or supervised by a Sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

V. Assurance and Compliance

As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 C.F.R. §§ 3015, 3016, 3017, 3018, 3019 and 3052, which are hereby incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

ATTACHMENT A - SPECIAL PROVISIONS

VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, papers, or documents related to this Agreement under the procedures set forth under Section (C)(8) of the Agreement. Retain all records related to this Agreement for a period of three years after the completion of the terms of this Agreement in accordance with the applicable OMB Circular.

ATTACHMENT A - SPECIAL PROVISIONS

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ATTACHMENT B - SPECIAL PROVISIONS

- I. EQUAL OPPORTUNITY (SCS-AS-83)
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I. EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

ATTACHMENT B - SPECIAL PROVISIONS

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions:

ATTACHMENT B - SPECIAL PROVISIONS

Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

ATTACHMENT B - SPECIAL PROVISIONS

SCS-AS-818

Rev. 4-70

File Code AS-14

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE - The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Contractor: _____

Signature: _____

Title: _____ Date: _____

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. 'Covered area' means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employees Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of die Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting s goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was

taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and the action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations, serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be

used in the selection process. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractors workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractors obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor adherence to and performance under the Contractors EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in achieving one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participants may be asserted as any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Appendix H – Form NRCS-ADS-78 – Assurances Relation to Real Property Acquisition

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. **PURPOSE** — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. **PROJECT MEASURES COVERED**—

Name of project _____

Identity of improvement or development _____

Location _____

C. **REAL PROPERTY ACQUISITION ASSURANCE**—

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS**—

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

This form was electronically produced by National Production Services Staff

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.



(Name of Sponsor)
By: _____
Title: _____
Date: _____

This action authorized
at an official meeting _____
day of _____, 19_____
at _____
State of _____
Attest: _____
(Name)

(Title)

(Name of Sponsor)
By: _____
Title: _____
Date: _____

This action authorized
at an official meeting _____
day of _____, 19_____
at _____
State of _____
Attest: _____
(Name)

(Title)

Appendix I – Sample Attorney’s Opinion Letter

<SPONSOR’S LETTERHEAD>

<Date>

Mr. Russell Morgan
State Conservationist
USDA – Natural Resources Conservation Service
P.O. Box 141510
Gainesville, FL 32614-1510

Re: Assurances Relating to Real Property Acquisition

Dear Mr. Morgan:

As <City/County> Attorney, I advise you that I have reviewed the document titled “Assurances Relating to Real Property Acquisition” and that there are adequate landrights to carry out the work, which is to stabilize channels due to damage from the <Name of disaster>.

Feel free to contact the undersigned.

Very truly yours,

<Signature of Attorney>

<Title Block>

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Appendix J – Form SF 270 – Request for Advance or Reimbursement

<p>REQUEST FOR ADVANCE</p> <p>OR REIMBURSEMENT</p> <p><i>(See instructions on back)</i></p>		OMB APPROVAL NO 0348-0004		PAGE 1 OF 2 PAGES
		1. TYPE OF PAYMENT REQUESTED a. "√" one or both boxes <input checked="" type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "√" the applicable box <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL		2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST		
		FROM (month, day, year)		TO (month, day, year)
9. RECIPIENT ORGANIZATION		10. PAYEE (Where check is to be sent if different than item 9)		
Name: Okaloosa County Board of County Commissioners Number and Street: 101 East Jame Lee Blvd City, State and ZIP Code: Fort Walton Beach, FL 32549		Name: Number and City, State and ZIP Code:		
11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>				\$0.00
b. Less: Cumulative program income				\$0.00
c. Net program outlays <i>(Line a minus line b)</i>	\$0.00	\$0.00	\$0.00	\$0.00
d. Estimated net cash outlays for advance period	\$0.00			\$0.00
e. Total <i>(Sum of lines c & d)</i>	\$0.00	\$0.00	\$0.00	\$0.00
f. Non-Federal share of amount on line e				\$0.00
g. Federal share of amount on line e				\$0.00
h. Federal payments previously requested				\$0.00
i. Federal share now requested <i>(Line g minus line h)</i>	\$0.00	\$0.00	\$0.00	\$0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			\$0.00
	2nd month			\$0.00
	3rd month			\$0.00
12. ALTERNATE COMPUTATION FOR ADVANCES ONLY				
a. Estimated Federal cash outlays that will be made during period covered by the advance				
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period				
c. Amount requested <i>(Line a minus line b)</i>				\$0.00
AUTHORIZED FOR LOCAL REPRODUCTION		(Continued on reverse)		STANDARD FORM 270 (Rev. 7-97) Prescribed by OMB Circulars A-102 and A-110
13. CERTIFICATION				
I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested. This space for agency use	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL		DATE REQUEST SUBMITTED	
	TYPED OF PRINTED NAME AND TITLE		TELEPHONE (AREA CODE, NUMBER, EXTENSION)	

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.		
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
8	This space is reserved for an account number or other identifying number that may be assigned by the recipient.		
9	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
		13	Complete the certification before submitting this request.

Appendix K – Sample Operation and Maintenance Plan

OPERATION AND MAINTENANCE PLAN
Emergency Watershed Protection Program
<Job Name>
<Sponsor Name>
XXXX County, Florida

OPERATION AND MAINTENANCE NEEDS

This site will require the <Sponsor Name> to perform periodic inspections and operation and maintenance activities to maintain satisfactory performance. The following recommendations will help the <Sponsor Name> in performing adequate operation and maintenance.

I. VEGETATION

A. Weed and Brush Control

Mow to control weeds, briars, and bushes. On areas inaccessible to power mowing equipment, weed and brush control should be accomplished by hand or chemicals.

B. Insect and Disease Control

No disease problems should occur on bahiagrass, centipede or common bermudagrass. Identification of pests and needed control should be obtained from local Agricultural Extension Service Office.

C. Revegetation

As soon as possible, repair sites that become devoid of vegetation. This will usually occur when adequate vegetative cover was not initially established. If this is not the case, study the situation carefully to determine the causes. This will probably be due to soil erosion or vehicles which may need special on-site assistance from the Natural Resources Conservation Service representative. Use the following recommendations for normal vegetation of smaller areas.

Fill the low or washed out areas with topsoil. The topsoil should be free of weed seeds, litter, and rocks, and have a high organic matter content. One inch of topsoil will require 3.1 cubic yards per 1,000 square feet.

Fertilize with 13-13-13 or similar fertilizer at a rate based on soil tests. Lime with dolomite at a rate based on soil tests. Incorporate fertilizer and lime into the upper six (6) inches of soil. After final grading, distribute bahiagrass seed uniformly over the area at a rate of 2 - 3 lbs. per 1000 square foot with a drop-type fertilizer spreader or cyclone-type broadcast spreader. Cover the area in one direction and then at right angles in the other direction. Cover the seed lightly one-fourth (1/4) inch deep. Firm the seed into the soil with a roller. After seeding, apply a mulch of one (1) inch or more of close fitting material, or up to four (4) inches of loose fitting material, so that about 25 percent of the ground is visible. Disk or spade in lightly at or near vertical angle. Starting 4 - 6 weeks after the seed has germinated, apply ammonium nitrate at the rate of three (3) pounds per

1,000 square feet every month until grass is well established.

Sod can be used instead of seed and will obviously revegetate the area quicker than seeding. The site preparation, liming, and fertilization are the same for seeding. Lay pieces of sod over the entire area on the contour with snug, even joints. Stagger the joints from strip to strip. Roll or tamp sod immediately following placement. Do not overlap the sod. On steep slopes secure sod to surface with wooden pegs or wire staples. If a dry period occurs, irrigate with one (1) inch of water every third day unless rain occurs. Do not exceed an application rate of one (1) inch per hour. After the area is revegetated, use the maintenance measures discussed in Sections III and IV.

II. STRUCTURES

A. Pipe

The pipe does not require any operation. Check the pipe coating, especially at locations where exposed. Repair any coating that has deteriorated.

B. Inlet Structures

Check inlets periodically to ensure grates are in place. Remove any debris that has collected on the grates or at the slots in order to maintain flow capacity. Check antivortex baffles to ensure they are in place as designed.

Check concrete aprons around the inlets for cracks. Repair any major cracks immediately. Keep woody vegetation removed from the inlet structure.

C. Outlet Structure

The area downstream of outlet structure has the potential (but is not expected) to degrade below the elevation of the existing ground. If degradation does occur, minor land smoothing and revelation will be needed.

The outlet structure should be inspected and maintained in the same manner as the inlet structures.

D. Detention Ponds

Inspect the detention ponds monthly. Repair any eroded areas or areas void of vegetation immediately in accordance with Section I.

Mow the bottom and side slopes frequently to prevent leaving a heavy layer of cuttings which could build up at the outlet structure.

Should the bottoms of the ponds develop a seal, a light disking with the disks set almost straight or by other means should be used to diminish the sealing.

III. EMBANKMENT AND DIVERSIONS

Inspect and repair detention pond and diversion embankments as needed. Replace eroded material and revegetate eroded areas. Keep the emergency spillway free of shrubs, woody

plants, and other obstructions to preserve design capacity.

If seepage is found to be coming from the embankment contact the NRCS for technical assistance.

The diversion channels should be inspected monthly and following each significant rain event. Any eroded areas should be repaired immediately. It is essential that a good vegetative cover be maintained.

IV. SCHEDULE OF INSPECTIONS

The facility should be inspected (1) thirty (30) days after completion, (2) after each major storm or occurrence of any unusual condition that might adversely affect the measure and (3) annually. All deficiencies should be corrected immediately. Reports of the inspection(s) and subsequent follow up maintenance shall be kept on file at the owner's office.

V. SUPPLIES AND EQUIPMENT NEEDS FOR O&M

The following supplies and equipment will be needed to operate and maintain the facility:

- One pick-up truck used for inspection as needed.
- Tractor with disk harrow and mower as needed.
- Gasoline for truck and tractor; oil, lubrication, and maintenance supplies for truck and tractor as needed.
- Bahiagrass sod or seed as needed.
- Fertilizer and lime as required by soil test.
- Mulch as needed.
- Miscellaneous small tools such as drop type fertilizer spreader, weed eaters, etc.

VI. TECHNICAL ASSISTANCE

When needed, special on-site assistance is available from the local NRCS District Conservationist.

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