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EMERGENCY WATERSHED PROTECTION PROGRAM

GEORGIA NRCS

Sponsor's EWP Guide

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EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

SPONSOR'S GUIDE

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Introduction

The purpose of the Emergency Watershed Protection (EWP) Program was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by hurricanes, floods, fires, drought, windstorms, and other natural disasters. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Recovery Program.

Financial and technical assistance may be made available through the EWP program by the NRCS State Conservationist (STC) when a watershed impairment is determined to exist. Assistance is available to public or private landowners, land managers, land users, or others who have a legal interest in, or responsibility for the properties threatened by damages associated with the natural disaster. 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 due to subsequent storms.

EWP work is not limited to any one set of measures. It is designed for installation of recovery measures to safeguard lives and property as a result of a natural disaster. NRCS completes a Damage Survey Report (DSR) which provides an on-site case-by-case evaluation of the measures necessary to repair or protect a site.

Watershed impairments that the EWP Program addresses are debris-clogged stream channels or drainage canals, undermined and unstable streambanks or drainage canal banks, jeopardized water control structures and public infrastructures (excluding roads and bridges - see question #13 on page 12), wind-borne debris removal, and damaged upland sites stripped of protective vegetation by fire or drought.

This document is intended to provide an overview of the EWP program. More detailed information about the EWP Program is contained in the National EWP Program Manual, Title 390. The EWP Program Manual can be downloaded from the NRCS eDirectives website: **http://directives.sc.egov.usda.gov/default.aspx**

Emergency Watershed Protection Program

Definition

The EWP program provides both technical and financial assistance to communities whose watersheds have been impaired by natural disasters. The EWP program is used to restore impaired watersheds to a stable hydrologic function following a natural disaster. The EWP program cannot be used for general maintenance of stream or canal banks and other structures, repair of transportation facilities, or for long-term flood control.

NRCS administers the EWP program through the following authorities:

- Section 216, 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 Public Law 104-127.

Codified rules for administration of the EWP program are set forth in 7 CFR 624.

Declaration of an Emergency

NRCS may be involved in two 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 eligible sponsors who request EWP program assistance. FEMA is usually not involved in recovery activities for local disasters, creating a greater coordination role for NRCS. In a STC declared emergency, NRCS will take the lead to inform potential sponsors and public about the EWP program and how to apply for assistance.

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 structures such as dwellings, office buildings, utilities. 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 categories of emergency work within the EWP program:

- Exigency and
- Non-exigency

Exigencies are emergency situations that require an immediate response (1 to 10 calendar 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, including survey, design, permitting, procurement, and any other activities that will lead to project completion within two hundred and twenty (220) calendar days from the date Georgia 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 including State agencies, cities, counties, towns, municipal authorities (i.e., drainage districts, water control districts, etc.), 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,
- be capable of administering contracts when part of a locally led agreement, and
- provide local cost share of construction cost.

Financial Assistance

NRCS provides cost share for construction services and technical services. Cost share for construction services is termed financial assistance (FA) and cost share for technical services is termed technical assistance (TA).

NRCS provides FA funds for up to 75 percent of the construction services 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.

Currently, Georgia does not have any designated limited resource areas that meet the aforementioned criteria.

NRCS provides TA funds for surveys, design, geotechnical analysis, inspection, contract preparation and contract administration performed by the sponsor. TA is usually limited to 7.5 percent of the eligible construction cost. Sponsors are responsible for covering any of the remaining TA expenses above the 7.5 percent.

Permitting fees, legal expenses associated with obtaining land rights, and legal opinions of contracting activities do not qualify for TA assistance and will be the responsibility of the sponsor.

Applying for EWP Assistance

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 letter of request to the NRCS STC for EWP assistance, if the sponsor anticipates exigent circumstances, submit letter as soon as possible, and within sixty (60) calendar days of the disaster for non-exigency sites. See Appendix A for a sample letter of request.
- NRCS field staff will contact the sponsor to schedule site visits to review each site to complete the screening worksheet (Appendix F). Information for contacting Georgia NRCS District Conservationists can be found in Appendix E.
- NRCS and the sponsor will complete a damage survey report (DSR) for each site damaged from natural disasters. See Appendix G for a copy of the DSR. Sponsors will determine priorities for emergency assistance and coordinate work with other Federal and local agencies.
- Completed DSRs will be transmitted by NRCS field staff to the Georgia NRCS EWP Program Manager (PM) for review and determination of eligibility within sixty (60) calendar days of the sponsor's request for assistance. Exigency sites will be given first priority
- Georgia NRCS will request funding from NRCS National Headquarters for approved eligible sites.
- Upon receipt of funding, NRCS will enter into an agreement with the sponsor to repair eligible sites approved for funding.

Site Eligibilitly Worksheet

The NRCS field staff will work with the sponsor to review each site where EWPP assistance is requested. A Site Eligibility Screening Worksheet will be completed for each site (see Appendix F). Photographs of the damage should be taken and will be utilized for site eligibility determinations.

Site eligibility is determined prior to completion of the official damage survey report (DSR).

Damage Survey Report

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.

Work completed before the execution of an agreement with NRCS is not eligible for cost share.

See Appendix G 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 Georgia will be through a cooperative 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 H contains the Administrative Readiness Questionnaire and may help to determine if a potential sponsor is adequately prepared to administer EWP funds. The NRCS Grant and Agreement (G&S) Specialist 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 the required capabilities to assist in administering EWP funds.

As soon as Georgia NRCS has been notified that EWP funds are available, NRCS will notify the sponsor and prepare a cooperative agreement consisting of the Statement of Work (SOW) and the ADS-093 Notice of Grant and Agreement Award for the sponsor's signature. The ADS-093 obligates funds for the repair and establishes the performance time period (220 calendar days for non-exigency and 10 calendar days for exigency projects). The performance time starts as soon as Georgia NRCS receives EWP funds for the event.

To enter into an agreement for the Emergency Watershed Protection (EWP) Program assistance, sponsors must have a Dun and Bradstreet Data Universal Numbering System (DUNS) number and register with the Central Contractor Registration (CCR) in the System for Award Management (SAM) database https://**www.sam.gov/**.

The CCR registration **must be renewed at least once every 12 months to remain valid and to be eligible to receive payments.** These requirements are mandated by the Federal Funding Accountability and Transparency Act (the Transparency Act), and implemented through the Office of Management and Budget regulations at 2 CFR Part 25. It is the sponsor's responsibility to take all required actions.

All vendors, with whom NRCS does business, must be paid through electronic funds transfer (EFT). Vendors must be registered with the SAM database **https://www.sam.gov/**. Information required for payment includes: DUNS number, Tax ID number; vendor name; vendor address; banking information (bank routing number, account type, account number); SAM registration; EFT waiver request (if applicable).

Sponsors must submit the following forms prior to entering into a cooperative agreement for EWP assistance.

SF-424 – Application for Federal Assistance (see Appendix B)

SF-424C – Budget Information – Construction Contracts (see Appendix C)

SF-424D – Assurances – Construction Contracts (see Appendix D)

During performance of the cooperative 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 cooperative agreement. NRCS oversight will include the following:

- Review of National Environmental Policy Act (NEPA) requirements.
- 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 types of agreements used for EWP in Georgia

- Locally Led Contracting (see Appendix J) and

- Force Account (see Appendix K).

In both type of agreements, the sponsor will be responsible for completing the survey, designs, engineering plans and specifications, contracting, and construction inspection. General Terms and Conditions, as required, are attached to the agreement. See Appendix L.

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. The sponsor is required to keep detailed reports of expenses incurred to support their requests for reimbursement of eligible costs.

Force Account Agreement

Sponsor will complete the work with their own equipment, work force and supervisory personnel, and must be experienced in performing the type of construction required. 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 signed prior to the sponsor beginning work. The plan of work must be reviewed and concurred by NRCS. NRCS will reimburse 75 percent of the actual eligible cost of construction. The sponsor is required to keep detailed reports of expenses (labor, equipment, materials, etc.) incurred to support their requests for reimbursement of eligible costs.

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 (3) 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, utilities, etc., and submitting a signed Form NRCS-ADS-78, "Assurances Relating to Real Property Acquisition", (see Appendix M) and a signed attorney's opinion,(see Appendix N).

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. Permit process should start early enough to allow sufficient time to obtain permits in order to complete restoration work within the 220-day timeframe.

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 Nationwide Permits discussed below.

Nationwide Permit (NWP) 13 Bank Stabilization - Applies to bank stabilization activities necessary for erosion prevention where (subject to change as permit requirements change);

- No material is placed in excess of the minimum needed for erosion protection;
- The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;
- The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;
- The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;
- No material is of a type, or is placed in any location, or in any manner, that will impair surface water Flow into or out of any waters of the United States;
- No material is placed in a manner that will be eroded by normal or expected high Flows (properly anchored trees and treetops may be used in low energy areas); and
- The activity is not a stream channelization activity.

Notification will be given to the United States Army Corps of Engineers (USACE) 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 NRCS qualifying as an "exigency" situation, under its Emergency Watershed Protection Program.

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

Design Process

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

1. Sponsor will schedule a pre-design conference with the NRCS Project manager to set design parameters and schedule of work.
2. Sponsor will submit draft plans and specifications to NRCS for review and concurrence by NRCS Project Manager.
3. 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.
4. Upon the completion of the design and prior to starting construction, the sponsor's engineer will prepare and submit to the NRCS Project Manager a quality assurance plan that addresses the items to be inspected and the intensity of the inspection necessary to ensure the construction is in accordance with the plans and specification. See Appendix P for a sample quality assurance plan.

Reimbursement

Sponsors requesting reimbursement for EWP approved repair costs must submit a completed form SF-270 "Request for Advance or Reimbursement" 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. See Appendix O for a copy of form SF-270.

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.

Operation and Maintenance

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

See Appendix Q 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 Georgia 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. As a guideline, individual rainfalls produced by a 25-year rainfall amount for the rainfall duration (Refer to NOAA's TP40) may be used. 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 Georgia NRCS. On smaller projects, less than 220 days may be required.

9. Q The sponsor has decided to perform the work associated with EWP

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.

10. Q What types 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. Any legal costs associated with obtaining land rights are NOT reimbursable costs.

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 (see the National O&M Handbook, http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_033945.pdf). All other measures must have an O&M plan for a minimum of one (1) year.

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 (in some cases, see question #14 & #15).
- 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 The following are damages that are not eligible for EWP assistance:

- Damage that would be expected from a "normal" storm event. This is considered routine operation and maintenance.
- Damage that existed before the disaster event.
- Repair of infrastructure (i.e. roads, bridges, etc.).
- 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 USACE.
- River systems with a drainage area greater than 400 square miles
- Urban areas as defined by U.S. Census
- Tidally influenced areas

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, because it is outside of the right-of-way.

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 through an EWP agreement. 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, the NRCS Project Manager assigned to the project 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 GA 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/OpenNonWebContent.aspx?content=37328.wba (Refer to National Engineering Handbook, Part 642, National Construction Specifications). 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 cooperative agreement be paid before all the sites included in the agreement are complete?

A Yes. SF-270, Request for Advance or Reimbursement 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 cooperative 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 cooperative 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 Project Manager and request a time extension to the NRCS 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 business days.

Appendices

Appendix A – Sample Letter of Request for EWP Assistance

Appendix B – SF-424 - Application for Federal Assistance

Appendix C – SF-424C - Budget Information – Construction Contracts

Appendix D – SF-424D - Assurances – Construction Contracts

Appendix E – Georgia NRCS District Conservationists

Appendix F – Site Eligibility Screening Worksheet

Appendix G – Damage Survey Report

Appendix H – Administrative Readiness Questionnaire

Appendix I – ADS-093 – Notice of Grant and Agreement Award

Appendix J – Statement of Work – Locally Led Contracting

Appendix K – Statement of Work – Force Account

Appendix L – General Terms and Conditions

Appendix M – Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition

Appendix N – Sample Attorney's Opinion Letter

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

Appendix P – Sample Quality Assurance Plan

Appendix Q – Sample Operation and Maintenance Plan

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Appendix A – Sample Letter of Request for EWP Assistance

<*SPONSOR'S LETTERHEAD*>

<*Enter Date*>

Terrance Rudolph
State Conservationist
Natural Resources Conservation Service
355 East Hancock Avenue, Mail Stop 200
Athens, Georgia 30601

Dear Mr. Rudolph:

We request Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in <Enter County Name> County 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>.

We understand, as sponsors of an Emergency Watershed Protection (EWP) Program project, that our responsibilities will include acquiring land rights and any permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to provide local <Enter type of local contribution> of the cost of construction work in dollars or in-kind services.

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

<Enter Name>
<Enter Title>
<Enter Address>
<Enter Telephone #>
<Enter Email address>
<Enter FAX # of Sponsor's Representative>

Please contact <Enter Name of Sponsor's Representative> for any additional information that you might need in assessing our request.

Sincerely,

<*Enter Name*>
<*Enter Title*>

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Appendix B – SF-424 – Application for Federal Assistance

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☐ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:

d. Address:

* Street1:
Street2:
* City:
County/Parish:
* State:
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code:

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

Title:

Organizational Affiliation:

* Telephone Number: Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding ($):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☐ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

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Appendix C – SF-424C – Budget Information – Construction Contracts

View Burden Statement

OMB Number: 4040-0008
Expiration Date: 06/30/2014

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$	$	$
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$	$	$
5. Other architectural and engineering fees	$	$	$
6. Project inspection fees	$	$	$
7. Site work	$	$	$
8. Demolition and removal	$	$	$
9. Construction	$	$	$
10. Equipment	$	$	$
11. Miscellaneous	$	$	$
12. SUBTOTAL (*sum of lines 1-11*)	$	$	$
13. Contingencies	$	$	$
14. SUBTOTAL	$	$	$
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS (*subtract #15 from #14*)	$	$	$

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c	Multiply X %	$

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Appendix D – SF-424D – Assurances – Construction Contracts

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), 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.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Standard Form 424D (Rev. 7-97)

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE

APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

Appendix E – Georgia NRCS District Conservationists

The Georgia District Conservationists and the county they served can be obtained from the following Georgia NRCS web site.

http://www.nrcs.usda.gov/wps/portal/nrcs/main/ga/contact/local/

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Appendix F

Site Eligibility Screening Worksheet

A Site Eligibililty Screening Worksheet will be completed for all sites evaluated with priority given to exigency sites. NRCS will take the lead in completing the Site Eligibility Screening Worksheet with assistance from the sponsor. Site eligibility will consider the items listed under Checklist 1 and Checklist 2 on the Worksheet and determine technically sound design alternatives to remove the threat.

EWPP Site Eligibility Screening Worksheet

To be completed by NRCS			
Landowner(s) Name:		**County:**	
Specific Location:		**Date:**	
Completed By:		**Title:**	
Damage Description[1]:			
Checklist 1			
☐ Yes ☐ No	Has there been a natural event that has caused a sudden watershed impairment[2] and has created conditions where immediate[3] action is needed to remove the imminent threat[4] to life and property[5]?		
☐ Yes ☐ No	Has the event created a significantly higher risk to life and property than what previously existed?		
☐ Yes ☐ No	Will recovery measures help to control or prevent runoff or soil erosion?		
☐ Yes ☐ No	For structural repairs; EWPP funds have not been utilized more than twice in the past ten (10) years at the exact damaged location?		
☐ Yes ☐ No	Are ALL of the boxes for Checklist 1 checked YES? If yes continue to the Checklist 2. If no the site it not eligible.		
Checklist 2			
☐ Yes ☐ No	Are the damages considered typical O&M activities?		
☐ Yes ☐ No	Is the damaged area part of a pre-existing or ongoing problem?		
☐ Yes ☐ No	Will EWPP funds be used to repair, rebuild or maintain private or public transportation facilities, utilities or similar facilities?		
☐ Yes ☐ No	Is the site on Federal Land?		
☐ Yes ☐ No	Is the repair on a levee where the upstream drainage is greater than 400 square miles?		
☐ Yes ☐ No	Will the project involve the removal of sediment or debris from reservoirs or debris basins?		
☐ Yes ☐ No	Are ALL of the boxes for Checklist 2 checked NO? If yes the site is eligible for assistance through the EWPP. If not the site is not eligible.		
Site Eligibility			
☐ **Eligible** ☐ **Not Eligible**	**Notes:**		

[1] Photographs should be taken of the damages and utilized for eligibility determination.
[2] To include debris-clogged streams, unstable stream banks, channel migration, damaged upland vegetative cover.
[3] Immediate action is needed in order to remove the threat of life and property.
[4] A substantial natural occurrence that could cause significant damage to property or threaten life in the near future.
[5] Includes; residential structures, homes, utilities, high value cropland, agricultural infrastructure.

(390-V-NEWPPM, GA510, Subpart B – Coordination, September 2016)

Appendix G – 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, the 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: Okaloosa County, 2014 Site No. 1 would be written, OKA-14-001.). 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, Site C, etc., and costs calculated for each location. The summary of the costs for the individual sites would then be shown on the DSR or attached to 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 or 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 to the DSR 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. 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 to the DSR photographs that clearly show the site damages.

The completed DSR will be signed by the NRCS District Conservationist, NRCS engineer, and sponsor. The District Conservationist will forward the completed DSR to appropriate NRCS staff.

NRCS-PDM-20

United States Department of Agriculture

Natural Resources Conservation Service

DAMAGE SURVEY REPORT (DSR)

Emergency Watershed Protection Program – Recovery

NRCS Entry Only

Eligible: Yes ___ No ___

Approved: Yes ___ No ___

Funding priority number (from sect. 4) ___

Limited Resource Area: Yes ___ No ___

___ 1 Major disaster declaration

___ 2 Emergency declaration

___ 3 Fire management assistance declaration

___ 4 Local declaration

Section 1A

Date of report ___

DSR number ___

Project number ___

Section 1B - Sponsor Information

Sponsor Name: ___

Address: ___

City/State/Zip: ___

Telephone Number ___ Fax: ___

Section 1C - Site Location Information

County: ___ State ___ Congressional District ___

Latitude ___ Longitude ___ UTM Coordinates ___

Drainage name ___ Site name ___

Reach ___

Damage description ___

1 of 11
June 2016

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?[1]	___	___	
Recovery measures would be for runoff retardation or soil erosion prevention?[1]	___	___	
Threat to life and/or property?[1]	___	___	
Event caused a sudden impairment in the watershed?[1]	___	___	
Imminent threat was created by this event?[2]	___	___	
For structural repairs, not repaired twice within 10 years?[2]	___	___	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR.[3])	___	___	
Proposed action technically viable? (See section 6.[3])	___	___	

[1] Statutory
[2] Regulation
[3] The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," 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.

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

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Total installation cost identified in this DSR from section 6: _____

NRCS 75% cost-share: _____

Sponsor 25% cost-share: _____

Section 1F - NRCS State Office Review and Approval

Reviewed by: _____ Date reviewed _____

State EWP Program Manager

Approved by: _____ Date approved _____

State Conservationist

DSR NO: _____

Section 2 - Environmental Evaluation and Special Environmental Concerns

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic Considerations

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

Considerations	Future Damages ($)	Damage Factor (%)	Near Term Damage Reduction
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 6)			

Completed by: _____ Date: _____

DSR NO: _____

Section 4 - Social Consideration

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

Question	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: _____

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

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 6 - Engineering Cost Estimate

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

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost ($)	Amount ($)
Total installation cost (enter in sections 1E and 3) $				

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other (specify)	_____

Completed by: _____ Date: _____

DSR NO: _____

Section 7 - NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
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?				

Enter priority computation in section 1A, “NRCS Entry Only” box, in “Funding priority number.”

Remarks:

DSR NO: _____

Section 8 - Findings

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

The DSR was reviewed with the sponsors. Yes ☐ No ☐

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 9 - Attachments:

A. Location map
B. Site plan or sketches
C. NRCS-CPA-52, Environmental Evaluation Worksheet
D. Other (explain)

Instructions for Completing the NRCS-PDM-20, DSR

-	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, and 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.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	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 (5) 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 prevent 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. 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 6 from the total near term damage reduction. The	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	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 (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	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 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.
Section 7	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 indictor(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 that 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.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted.”	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

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Appendix H – 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: EWP Program Manger
355 East Hancock Avenue, Mail Stop 206
Athens, GA 30601

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 Georgia, 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 I – ADS-093 – Notice of Grant and Agreement Award

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093
7/2012

NOTICE OF GRANT AND AGREEMENT AWARD

1. **Award Identifying Number**	2. **Amendment No.**	3. **Award/Project Period**	4. **Type of Award Instrument**

5. **Agency: Natural Resources Conservation Service (NRCS) (Name and Address)**	6. **Recipient Organization: (Name and Address)**	
	DUNS:	**EIN:**

7. **NRCS Program Contact:**	8. **NRCS Administrative Contact:**	9. **Recipient Program Contact:**	10. **Recipient Administrative Contact:**

11. **CFDA Number**	12. **Authority**	13. **Type of Action**	14. **Project Director**

15. **Project Title/Description:**

16. **Entity Type**: _____**Profit** ____**Nonprofit** ____**Higher Education** ____**Federal** ____**State/Local** ____**Indian/Native American**

____**Other**

17. **Select Funding Type:**	☐ **Federal**	☐ **Non-Federal**
Original Funds Total:		
Additional Funds Total:		
Grand Total:		

18. **Accounting and Appropriation Data**

Financial Code	Amount	Fiscal Year	Treasury Symbol

19. **APPROVED BUDGET**

Personnel	$	Fringe Benefits	$
Travel	$	Equipment	$
Supplies	$	Contractual	$
Construction	$	Other	$
Total Direct Cost\	$	Total Indirect Cost	$
		Total Non-Federal Funds	$
		Total Federal Funds Awarded	$
		Total Approved Budget	$

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Page 1

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093
7/2012

(continuation)

NOTICE OF GRANT AND AGREEMENT AWARD			
Award Identifying Number	**Amendment No.**	**Award/Project Period**	**Type of Award Instrument**

Name and Title of Authorized Government Representative	**Signature**	**Date**
Name and Title of Authorized Recipient Representative	**Signature**	**Date**

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, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (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 to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

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INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
   Agreement number
2. Amendment No.:
   Amendment number (if applicable)
3. Award/Project Period:
   Start and end date of project
4. Type of Award Instrument:
   Cooperative, Grant, or Contribution
5. Agency:
   Name, Address, City, State, ZIP Code
6. Recipient Organization:
   Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
   Name and contact information of person to be contact on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
   Name and contact information of person to be contact on matters involving the administrative aspects of the agreement
9. Recipient Contact:
   Name and contact information of person to be contact on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
    Name and contact information of person to be contact on matters involving the administrative aspects of the agreement
11. CFDA Number:
    The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
    Authority under which the agreement is entered into
13. Type of Action:
    Select one type of action:
    i. New Agreement.—Agreement awarded for the first time
    ii. Amendment/Revision.—Any change in financial obligation or deliverables
    iii. Extension.—Extend performance period
14. Project Director:
    Name and contact information of project director or principal investigator (if applicable)
15. Project Title/Description:
    Brief description of the purpose of the agreement
16. Entity type:
    Type of recipient
17. Funding:
    Federal amount of the award and the non-Federal to be contributed to the project
18. Accounting/Appropriation Date:
    Provide the following:
    i. Financial Code.—Accounting classification code
    ii. Amount.—Self explanatory
    iii. Fiscal Year.—Self explanatory
    iv. Treasury symbol.—Self explanatory
19. Approved Budget:
    Totals for each budget category

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Appendix J – Statement of Work – Locally Led Contracting

ATTACHMENT A - STATEMENT OF WORK FOR

AGREEMENT NO. 68-4209-XX-XXX

BETWEEN THE

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AND THE

NAME OF SPONSOR

I. AUTHORITY

A. American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 117; the Agricultural. Credit Act of 1978, Section 403, Public Law 95-334, 33 U.S.C 701B-1; Section 216 of the Flood Control. Act of 1950, Section 216, Public Law 81-516, 33 U.S.C 701b; Federal Agriculture Improvement and Reform Act of 1996, Title III, Part Subtitle H, Section 382, Public Law 104-127, 110 Stat. 1016, 16 U.S.C 2203.

B. 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.

II. PURPOSE

For purposes of this cooperative 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."

Under the Emergency Watershed Protection Program, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed. The purpose of the agreement is to install emergency watershed protection measures to relieve hazards and damages created by the Name of Storm at sites identified in Section III of this statement of work (SOW).

The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

III. OBJECTIVES

NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards to the sites identified below. It is agreed that the estimated eligible construction

cost for this agreement is limited to <$XXXX> for the following described works of improvement.

Site Name	Description	DSR No.
Gatewood Ditch	Remove sediment and debris and install concrete lined ditch and other necessary erosion control measures to prevent erosion and protect property.	BUR-XXX-001
Olive Road	Remove sediment and debris and install grade stabilization structure other necessary erosion control measures to prevent erosion and protect property.	BUR-OCT16-002

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

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections IV.A.8 and Section IV.B.3.

IV. RESPONSIBILITIES OF THE PARTIES

A. THE SPONSOR WILL:

1. Provide the following individuals as liaisons:

	Technical	Administrative
Name:	Joe Smith	Taylor Jones
Address:	3363 West Park Place City, GA 32505	3363 West Park Place City, GA 32505
Telephone No.	850-595-3419	850-595-3449
Email Address:	JSmith@county.gov	TJones@county.gov

The Sponsor Liaisons will work closely with the NRCS liaisons in carrying out the terms and conditions of the agreement. They will complete proper documents to ensure payment of funds by NRCS as requested to complete the objectives of the agreement and will be the representative for the Sponsor in all matters concerning this agreement.

1. Provide for accomplishment of the works of improvement described in Section III and provide for their completion by the date stated in Section VI of Attachment B General Terms and Conditions.

2. 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 III. 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 III. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Final 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.

3. Accomplish construction of the works of improvement by contracting, in-kind construction services, or a combination of both.

4. 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.

5. 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 equipment 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 IV.B.2.

   In-kind technical 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 III 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 III.

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 all the requirements of the terms and conditions in Attachment B "General Terms and Conditions."

13. Within thirty (30) calendar days of signing the cooperative 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 Georgia. A copy of the signed and seal plans and specifications 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 construction.

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. Submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS Liaisons every two (2) weeks after the cooperative 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 Georgia and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B.

24. Arrange for and conduct final inspection of the works of improvement. The NRCS Technical Liaison, the Sponsor's Liaisons, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of Georgia furnished by the Sponsor shall certify that the project was installed in accordance with the plans and specifications.

25. If needed, upon completion of the 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 Sponsor's engineer. 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.

    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.

    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.

    The required documentation for reimbursement of in-kind technical services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. 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 III. 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.

Quarterly Schedule	Quarterly Accrual Report Due Date
October 1 to December 31	December 15
January 1 to March 31	March 15
April 1 to June 30	June 15
July 1 to September 30	September 150

Submit the quarterly accrual reports to the NRCS Administrative Liaison identified Section IV.B.1 of this SOW.

30. 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.

31. 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.

32. 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.

33. 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 IV.A.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.

Submit the written, signed request to the following individual.

James Engineer
State EWP Program Manager
USDA-NRCS Georgia State Office
2614 NW 43rd Street
City, Georgia 32606

In lieu of mailing the justification, it can be emailed to James Engineer at James.Engineer@ga.usda.gov

34. 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.

B. NRCS WILL:

1. Provide the following individuals as liaisons:

	Technical - Project Manager	Administrative
Name:	Sandy Engineer	George Agreement
Address:	4155 Hollis Drive City, GA 32XXX	501 W. Felix St. Bldg.23 City, ST XXXXX
Telephone No.	(XXX) XXX-XXXX	(XXX) XXX-XXXX
Email Address:	SHarris@STe.usda.gov	GAgree@ST.usda.gov

2. The Project Manager will represent NRCS on Section IV.B, Items 4, 5, 6, 7, 9, and 10 and Section IV.C, Items 3, 4, and 9.

3. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section III and computed as described in IV.B.3. NRCS will reimburse *actual* eligible cost of construction from financial assistance funds up to a maximum of $XXXX (limited to 75% of $XXXX).

4. 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 III and defined in Section IV.A.8. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of $XXXX (limited to 7.5% of $XXXX).

5. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section IV.A.13.

6. Determine eligible construction costs during the pre-design conference as set forth in Section IVI.A.13.

7. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation (if required) and QAP as described in Sections IV.A, Items 6, 15, 16, 17, and 19.

8. Review abstracts of bids and provide comments to Sponsor prior to award.

9. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.

10. 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 IV.A.

11. Upon notification of the completion of the works of improvement described in Section III, 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.

12. 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.

C. 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 <u>prior</u> 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 IV.A 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 III of this SOW 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.

V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The following accomplishments and deliverable will be provided to NRCS.

1. Completion of the technical requirements for each site as identified in Section III.
2. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer for sites identified in Section III.
3. Signed NRCS-ADS-78 supported by an attorney's opinion.
4. One copy of the construction bid package with engineer's cost estimate.
5. One copy of the quality assurance plan.
6. One copy of the operation and maintenance plan.
7. Certification that the project was installed in accordance with the plans and specifications.
8. As-built drawings of final construction sign by a licensed professional engineer within 30 days of completion of construction.
9. Quantities of the units of work applied for each site within 30 days of completion of construction.

VI PERIOD OF PERFORMANCE

The period of performance for this agreement begins on the date of the last signature of all parties and will end 220 calendar days from the date of the last signature of all parties. Notice to proceed will become effective upon date of final signature of all parties**.** All construction work associated with this agreement will be completed no later than 220 calendar days from the date of the last signature.

This agreement shall become null and void 120 calendar days after the date NRCS has executed this agreement if a contract has not been awarded or work has not commenced. Any funds not obligated by the Sponsor during the funding period will revert to NRCS upon the expiration or termination of this funding period.

VII. RESOURCES REQUIRED

A. Recipient:

- Technical personnel to develop technically sound and feasible solutions to restore the sites and develop engineering plans and specifications and equipment and personnel to provide construction inspection.
- Administrative personnel to provided contracting services and/or procurement of items/services needed to implement the agreement, obtain landrights, and other administrative requirements identified in the agreement.
- Office space and associated office equipment to prepare reports, prepare payments requests, etc.

- Equipment and personnel if identified in a Plan of Operation for force accounts.

B. NRCS

- Technical and administrative personnel to provided assistance to support the implementation of the agreement.

VIII. MILESTONES

Milestones shall include, but not limited to, the following items:

1. Pre-construction design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtaining permits.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review.
7. Completing final engineering plans and specifications.
8. Completing quality assurance plan.
9. Solicit bids.
10. Award contract.
11. Issue notice to proceed.
12. Complete construction by the date as specified in Section IV.2

Appendix K – Statement of Work – Force Account

ATTACHMENT A - STATEMENT OF WORK FOR FORCE ACCOUNT

COOPERATIVE AGREEMENT NO. 68-4209-XX-XXX

BETWEEN THE

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AND THE

NAME OF SPONSOR

III. AUTHORITY

C. American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 117; the Agricultural. Credit Act of 1978, Section 403, Public Law 95-334, 33 U.S.C 701B-1; Section 216 of the Flood Control. Act of 1950, Section 216, Public Law 81-516, 33 U.S.C 701b; Federal Agriculture Improvement and Reform Act of 1996, Title III, Part Subtitle H, Section 382, Public Law 104-127, 110 Stat. 1016, 16 U.S.C 2203.

D. 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.

IV. PURPOSE

For purposes of this cooperative 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."

Under the Emergency Watershed Protection Program, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed. The purpose of the agreement is to install emergency watershed protection measures to relieve hazards and damages created by the 2014 April Panhandle Storm at sites identified in Section III of this statement of work (SOW).

The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

III. OBJECTIVES

NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards to the sites identified below. It is agreed that the estimated eligible construction cost for this agreement is limited to $XXXX for the following described works of improvement.

Site Name	Description	DSR No.
Apple Ditch	Remove sediment and debris and install concrete lined ditch and other necessary erosion control measures to prevent erosion and protect property.	ABC-XXX-001
Peach Road	Remove sediment and debris and install grade stabilization structure other necessary erosion control measures to prevent erosion and protect property.	ABC-XXX-14-002

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

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections IV.A.8 and Section IV.B.3.

IV. RESPONSIBILITIES OF THE PARTIES

A. The Sponsor will:

2. Provide the following individuals as liaisons:

	Technical	Administrative
Name:	Joe Engineer	Taylor Jones
Address:	3363 West Park Place City, GA 32505	3363 West Park Place City, GA 32505
Telephone No.	850-595-3419	850-595-3449
Email Address:	JEngineerh@county.gov	TJones@county.gov

The Sponsor Liaisons will work closely with the NRCS liaisons in carrying out the terms and conditions of the agreement. They will complete proper documents to ensure payment of funds by NRCS as requested to complete the objectives of the agreement and will be the representative for the Sponsor in all matters concerning this agreement.

6. Provide for accomplishment of the works of improvement described in Section III and provide for their completion by the date stated in Section VI of Attachment B General Terms and Conditions.

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 III. Sponsor's 25% of the actual eligible construction will be in the form in-kind construction services.

Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section III. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Final 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 labor, materials, 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.

Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section III. 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.

4. A Plan of Operation will be developed describing the in-kind 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 equipment 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:
   e. Invoices covering actual costs of materials used in constructing the eligible works of improvement.
   f. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.
   g. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.
   h. 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.
5. 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 IV.B.4.
   In-kind technical services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
6. 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 III supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to commence of construction. Costs related to landrights and permits are ineligible for reimbursement.

7. 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 III.

8. 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.

9. Comply with all the requirements of the terms and conditions in Attachment B "General Terms and Conditions."

10. Within thirty (30) calendar days of signing the cooperative 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.

11. 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, completing the plan of operations, and complete construction.

    The Plan of Operations 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 including quantity and unit cost.

12. Prior to commencement of work, 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.

13. 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 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 Georgia.

14. Prior to commencement of work, 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 construction.

15. Provide construction inspection in accordance with the QAP.

16. 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.

17. 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 by NRCS.

18. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

19. Submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS Liaisons every two (2) weeks after the cooperative 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.

20. Ensure that all contracts for design services will be procured in accordance with procedures prescribed in the Code of Georgia and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B.

21. Arrange for and conduct final inspection of the works of improvement. The NRCS Technical Liaison, the Sponsor's Liaisons, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of

Georgia furnished by the Sponsor shall certify that the project was installed in accordance with the plans and specifications.

22. If needed, upon completion of the 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.

23. Pay vendors for eligible expenses required for constructing the works of improvement.

24. Submit copies of billings for reimbursement to NRCS with 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.

    The required supporting documentation for reimbursement for in-kind expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices. The supporting documentation will include proof of payment for items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

    The required documentation for reimbursement of in-kind technical services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

30. 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 III. The cumulative total value of work (in-kind technical 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.

Quarterly Schedule	Quarterly Accrual Report Due Date
October 1 to December 31	December 15
January 1 to March 31	March 15
April 1 to June 30	June 15
July 1 to September 30	September 150

Submit the quarterly accrual reports to the NRCS Administrative Liaison identified Section IV.B.1 of this SOW.

31. 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.

32. 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.

33. 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.

34. 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 IV.A.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.

    Submit the written, signed request to the following individual.

    James Engineer
    State EWP Program Manager
    USDA-NRCS Georgia State Office
    2614 NW 43rd Street
    City, Georgia 32606

    In lieu of mailing the justification, it may be emailed to James Engineer at james.engineer@GA.usda.gov

31. 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.

32. Perform 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.

33. Ensure that requirements for compliance with all environmental and/or cultural resource laws are incorporated into the project.

34. Employ competent personnel to carry out the work.

35. Maintain, as a minimum, the following documentation to support the Sponsor's request for reimbursement.

36. 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.

37. 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.

B. NRCS will:

1. Provide the following individuals as liaisons:

	Technical - Project Manager	Administrative
Name:	Sandy Harris	George Agree
Address:	4155 Hollis Drive City, GA 32XXX	501 W. Felix St. Bldg.23 City, ST XXXXX
Telephone No.	(XXX) XXX-XXXX	(XXX) XXX-XXXX
Email Address:	SHarris@STe.usda.gov	GAgree@ST.usda.gov

2. The NRCS Liaisons will represent NRCS in implementing this agreement.

3. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement for sites described in Section III and as described in IV.A.3. NRCS will reimburse *actual* eligible cost of construction from financial assistance funds up to a maximum of $XXX (limited to 75% of $XXX).

4. 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 III and defined in Section IV.A.5. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of $ XXX (limited to 7.5% of $ XXX).

5. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section IV.A.3.

6. Determine eligible construction costs during the pre-design conference as set forth in Section IVI.A.3.

7. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation, and QAP.

8. Review the Plan of Operations and provide comments to commencement of work.

9. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.

10. 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.

11. Upon notification of the completion of the works of improvement described in Section III, 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.

12. 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.

C. 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 <u>prior</u> to the expiration date.

3. That each party shall review, comment, and concur with the engineering drawings, construction specifications, Plan of Operation, O&M plan, and QAP as described in Sections as discussed in 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 III of this SOW 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.

V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The following accomplishments and deliverable will be provided to NRCS.

1. Completion of the technical requirements for each site as identified in Section III.
2. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer for sites identified in Section III.
3. Signed NRCS-ADS-78 supported by an attorney's opinion.
4. One copy of the Plan of Operations.
5. One copy of the quality assurance plan.
6. One copy of the operation and maintenance plan.
7. Certification that the project was installed in accordance with the plans and specifications.
8. As-built drawings of final construction sign by a licensed professional engineer within 30 days of completion of construction.
9. Quantities of the units of work applied for each site within 30 days of completion of construction.

VI PERIOD OF PERFORMANCE

The period of performance for this agreement begins on the date of the last signature of all parties and will end 220 calendar days from the date of the last signature of all parties. Notice to proceed will become effective upon date of final signature of all parties**.** All construction work associated with this agreement will be completed no later than 220 calendar days from the date of the last signature.

This agreement shall become null and void 120 calendar days after the date NRCS has executed this agreement if work has not commenced. Any funds not obligated by the Sponsor during the funding period will revert to NRCS upon the expiration or termination of this funding period.

VII. RESOURCES REQUIRED

C. Recipient:

- Technical personnel to develop technically sound and feasible solutions to restore the sites and develop engineering plans and specifications and equipment and personnel to provide construction inspection.

- Administrative personnel to provided construction services and/or procurement of items/services needed to implement the agreement, obtain landrights, and other administrative requirements identified in the agreement.
- Office space and associated office equipment to prepare reports, prepare payments requests, etc.
- Equipment and personnel if identified in a Plan of Operation for force accounts.

D. NRCS

- Technical and administrative personnel to provided assistance to support the implementation of the agreement.

VIII. MILESTONES

Milestones shall include, but not limited to, the following items:

13. Pre-construction design conference within 30 days of signing agreement.
14. Submit to NRCS a schedule and Plan of Operations with time lines of major items to be completed within 14 days after the pre-design conference.
15. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
16. Obtaining permits.
17. Completing any necessary surveys.
18. Completing draft engineering plans and specifications for NRCS review.
19. Completing final engineering plans and specifications.
20. Completing quality assurance plan.
21. Complete construction by the date as specified in Section IV.2.

Appendix L - GENERAL TERMS AND CONDITIONS

NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE

ATTACHMENT B - GENERAL TERMS AND CONDITIONS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.htm1#page1 and http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
(2) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
(3) 7 CFR Part 3018, "New Restrictions on Lobbying"
(4) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
(5) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
(6) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"

b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.htm1#page1.)

(1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
(2) 7 CFR Part 3018, "New Restrictions on Lobbying"
(3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
(4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
(5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
(6) 2 CFR Section 175, "Award Term for Trafficking in Persons"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal

Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.htm1#page1 and http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl):

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
(2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project
b. Costs incurred after the expiration of the award including any no-cost extensions of time
c. Costs that lie outside the scope of the approved project and any amendments thereto
d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:

   1. Grant or agreement number
   2. Narrative explaining the requested modification to the project purpose or deliverables
   3. A description of the revised purpose or deliverables
   4. Signatures of the authorized representative, project director, or both

b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

   1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
   2. Severs his or her affiliation with the grantee, the grantee's options include—
      i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
      ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
      iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
   3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the

following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

i. The forms and certifications included in the application package

ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)

iii. An updated qualifications statement for the project director showing his or her new organizational affiliation

iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:

- The length of additional time required to complete the project and a justification for the extension
- A summary of progress to date
- An estimate of funds expected to remain unobligated on the scheduled expiration date
- A projected timetable to complete the portions of the project for which the extension is being requested
- Signature of the grantee and the project director
- A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission

of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at http://www.forms.gov):

Quarterly Schedule	Report Due Date
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover—

   1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

   2. The reasons why goals and objectives were not met, if appropriate.

   3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

  In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement

of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

   1. Immediately notify the NRCS administrative contact of the situation.
   2. Specify the steps it plans to take to secure replacement cost sharing.
   3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

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Appendix M – Form NRCS-ADS-78 – Assurances Relating to Real Property Acquisition

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5/88

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 N – Sample Attorney's Opinion Letter

<SPONSOR'S LETTERHEAD>

<Date>

Mr. Terrance Rudolph
State Conservationist
USDA – Natural Resources Conservation Service
355 Hancock Avenue, Mail Stop 200
Athens, GA 30601

Re: Assurances Relating to Real Property Acquisition

Dear Mr. Rudolph:

As *<City/County>* Attorney, I advise you that I have reviewed the document titled "Assurances Relating to Real Property Acquisition" and that there is adequate landrights to carry out the work, which is to <describe work> from the *<name of disaster>*.

Feel free to contact the undersigned.

Very truly yours,

_____
<Signature of Attorney>
<Title Block>

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

REQUEST FOR ADVANCE OR REIMBURSMENT (See instructions on back)	OMB APPROVAL NO 0348-0004	PAGE 1 OF 2 PAGES
	1. TYPE OF PAYMENT REQUESTED — a. "√" one or both boxes: ☐ ADVANCE ☑ REIMBURSEMENT; b. "√" the applicable box: ☐ FINAL ☑ PARTIAL	2. BASIS OF REQUEST: ☐ CASH ☑ ACCURAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED: USDA - NRCS	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY: 69-4209-13-1999	5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST: 2

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)
59-123123456	456123	10/07/14	10/07/14

9. RECIPIENT ORGANIZATION	10. PAYEE (Where check is to be sent if different than item 9)
Name:	Name:
Number and Street:	Number and Street:
City, State and ZIP Code:	City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ►		(a) Construction	(b) Technical Services	(c)	TOTAL
a. Total program outlays to date (As of date)		$0.00	$0.00		$0.00
b. Less: Cumulative program income		$0.00	$0.00		$0.00
c. Net program outlays (Line a minus line b)		$0.00	$0.00		$0.00
d. Estimated net cash outlays for advance period		$0.00	$0.00		$0.00
e. Total (Sum of lines c & d)		$0.00	$0.00		$0.00
f. Non-Federal share of amount on line e		$0.00	$0.00		$0.00
g. Federal share of amount on line e		$0.00	$0.00		$0.00
h. Federal payments previously requested					$0.00
i. Federal share now requested (Line g minus line h)		$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	$0.00
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	$0.00
c. Amount requested (Line a minus line b)	$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.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OF PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)
This space for agency use		

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:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
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.
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.
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 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.
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.
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.
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.

STANDARD FORM 270 (Rev. 7-97) Back

Appendix P – Sample Quality Assurance Plan

QUALITY ASSURANCE PLAN
FOR
<PROJECT NAME>

The Quality Assurance Plan (QAP) outlines the responsibilities of <Sponsor Name> to ensure that the works of improvement are installed in accordance with the plans and specifications. The <Sponsor Name> will designate a person to fulfill the inspection responsibilities.

I. ITEMS OF WORK TO BE INSPECTED

The work to be accomplished under this contract consists of clearing and grubbing, excavation, earthfill, grading, enlarging drainage inlets, removal and replacement of driveways, installing earth retaining structures (sheet piles, concrete retaining wall, and bin wall systems), installing rip rap, and vegetative measures.

The intensity of the inspection of these items will vary from periodic to continuous. The intensity of the inspection will depend on the complexity of the work item and what the damaging results would be should that portion of the installation fail.

The timing and intensity of the required inspection is shown in Table 1. Support personnel should be provided as needed to assist the assigned inspector. The inspector may consult the engineer as necessary.

Other types of work items may be encountered during construction. The intensity of the inspection will be determined by the Inspector or Engineer.

A. Clearing and Grubbing

Very limited inspection will be required on clearing and grubbing. The inspector will check the site to verify that the item was completed in accordance with the plans and specifications.

B. Excavating and/or Backfilling

Excavating and/or backfilling operations will require periodic inspection. The inspector shall be on-site in situations where the excavation or backfill is set to a grade that is critical for the installation of stabilization measures. The inspector shall be on-site to ensure the earthfill is of suitable material and to make sure the earthfill has sufficient moisture content and is compacted in accordance with the plans and specifications.

Compaction tests shall be performed periodically to ensure that fill is placed and embankments are constructed in accordance with the plans and specifications.

C. Drain Pipe

The inspector shall check the quality of pipe materials prior to installation to ensure it meets the plans and specifications.

Inspect where drain pipes are installed through bin walls systems/sheet pile to ensure that proper grouting has been performed as detailed in the plans and specifications.

D. Earth Retaining Structures (Sheet Piles, Concrete Retaining Wall, and Bin Wall Systems)

The inspector shall ensure that the materials provided by the Contractor, for the earth retaining structures, meets all project specifications and has the correct backfill as detailed in the plans and specifications.

The inspector shall provide continuous inspection of the installation of the earth retaining structures to ensure that proper techniques are used for connecting subsequent sections of the structures and for tying into grade. Contractor shall follow manufacturer's recommendations and installation techniques in accordance with the plans and specifications.

E. Rock Riprap

Verify that the rock riprap is of the gradation and durability as specified and placed to the neat lines as shown on the plans. Careful inspection will be required to ensure the rock riprap is uniformly placed.

F. Geotextile

Verify that the geotextile is of the type specifies and is placed as specified on the drawing. Careful inspection will be required to ensure the geotextile is properly and has the overlap as show on the drawings.

G. Vegetative Measures

QA inspection for this item will be to ensure that:

- The site/seedbed is properly prepared.
- The correct type and amount of seed, fertilizer, lime and mulch are applied according to the plans and specifications.
- Where sod is used, the correct type and amount of sod and applied according to the plans and specifications.
- All disturbed areas are treated.
- Native vegetation is installed as directed by the engineer.

H. Concrete

Verify that all concrete is constructed to the dimensions and grades as shown on the drawings with the specified class of concrete (compressive strength). Ensure that the concrete contains the appropriate cement, coarse aggregate, fine aggregate and admixtures as stated in the construction specifications or in the approved design mix.

I. Pollution Control

Inspect to verify that pollution control measures are installed as per the plans and specifications and/or as required by the permits.

Table 1 – Inspection Items and Intensity

Item	**Inspector**
Clearing and Grubbing	P/F
Excavating and/or Backfilling	P/F
Drain Pipe	P/F
Earth Retaining Structures	P/F
Rip Rap	P/F
Vegetative Measures	P/F
Concrete	C/F
Pollution Control	C/F

Legend: C = Continuous
P = Periodic
F = Final

II. INSPECTOR SKILLS NEEDED TO PERFORM THE REQUIRED INSPECTIONS

A. Ability to manage an inspection program effectively.

B. Must understand the design concepts of the job to ensure that it is installed properly and functions properly.

C. Must be familiar with quality assurance and inspection needed for installation of earthfill, drain pipes, earth retaining structures, geotextiles, vegetative measures, concrete, and other materials used in the work.

D. Ability to establish and maintain effective working relationships and clear communications with the Contractor and others involved or affected by the project.

E. Thorough understanding of all contract provisions.

F. Ability to recognize potential safety hazards and take the necessary actions to avoid them to the extent possible.

G. Ability to anticipate potential conflicts of work activities with existing utilities and fixed improvements and to take the necessary actions to resolve them in the most efficient manner.

H. Ability to administer contract to include preparation of contract modifications and pay estimates on a timely basis.

III. STAFF NEEDED TO PERFORM REQUIRED INSPECTIONS

One Inspector shall be available to inspect the construction progress at critical points during construction as shown in Table 1. The Inspector will ensure overall compliance with plans and specifications and recommend needed modifications.

The Inspector will be needed for the duration of the contract. In addition, one additional person will be needed to be on call to fill in if the Inspector is absent from work.

The < Sponsor Name> will periodically check on construction and review all requested modifications.

IV. TESTING EQUIPMENT AND FACILITIES NEEDED

No testing equipment or facilities will be needed by the Inspector. Concrete slump tests, concrete temperature, and required compaction tests will be performed by the Contractor.

Compaction test will be performed by a testing lab approved by the engineer.

The inspector will need equipment such as a survey level, rod, and measuring tape to check the Contractor's work.

V. NAMES OF QUALIFIED PERSONNEL

The < Sponsor Name> has contracted with <Firm Name> to inspect the construction of the works of improvement. <Firm Name> to provide an Inspector and Project Engineer to make reviews by visiting the work site and/or by verbal communications with the Inspector to assist with problems that may develop requiring changes in the design and to gain familiarity in case of contractual problems with the Contractor.

VI. DOCUMENTATION AND REPORTS TO BE PREPARED

A daily job diary shall be kept by the Inspector and entries shall be made daily for the duration of the contract.

Survey notes documenting the installation and measurements shall be recorded in a bound field book. Quantity computations for all materials shall be recorded including measurements. The computations shall be checked and initialed by a second person.

Photos and/or slides shall be taken throughout the term of the contract. Photos shall be digiatal. The photos shall be logged and clearly identify the job and what the photo is about. The log and photos shall be submitted along with the as-built drawings.

At the completion of the job, the <Firm Name> shall furnish to the <Sponsor Name> an Engineer's certification that the job was installed as planned and meets all specifications. The engineer shall also furnish a sealed set of AS BUILT drawings and a list of the items installed along with the quantity of each. The AS-BUILT drawings shall be kept up to date during construction and the final AS-BUILT drawings shall be checked by the < Sponsor Name >

The above listed documentation shall be completed and mailed to the <Sponsor Name> Engineer within 10 work days of the completion of the work.

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Appendix Q – Sample Operation and Maintenance Plan

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

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. Vegetation

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 result in establishment of vegetation of 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 vegetated, 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 provide a vegetative cover on 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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