



United States Department of Agriculture

## EMERGENCY WATERSHED PROTECTION PROGRAM

FLORIDA NRCS

# Sponsor's EWP Guide



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

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## Introduction

The Emergency Watershed Protection (EWP) Program was established by Congress to assist State and local agencies in the recovery efforts from 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 created by a natural disaster.

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 must be through eligible project Sponsors who have a legal interest in, or responsibility for the properties threatened by damages associated with the natural disaster.

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 evaluates sites on a case-by-case basis for the measures necessary to repair or protect a site.

Watershed impairments that the EWP Program addresses are debris-clogged stream channels or drainage canals that have the potential to cause flooding, undermined and unstable streambanks or drainage canal banks that jeopardize water control structures and public infrastructures (i.e., roads, railroads, bridges, buildings, utilities, etc.), wind-borne debris removal from waterways, 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/RollupViewer.aspx?hid=26433>.

## Definition

The EWP Program provides both technical and financial assistance to communities to relieve imminent hazards to life and/or property created by a natural disaster that causes a sudden impairment of a watershed. A watershed impairment exists when the ability of a watershed to carry out its natural functions is reduced to the point where an imminent threat to health, human life, property is created. The potential threat to life or property may be at the site, upstream or downstream of the site (e.g., sedimentation deposited downstream, flooding upstream, etc.). The term “property” is defined as any artificial structure permanently affixed to the land such as, but not limited to, houses, buildings, roads, utilities, structures, dams, etc., but not forest or crop land. An “imminent hazard” 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. Typical disasters include floods, wildfires, windstorms, tropical storms, hurricanes, tornadoes, and drought. The EWP Program is used to restore the impaired watershed(s) to a stable hydrologic function following a natural disaster.

The EWP Program cannot be used for general maintenance of stream or canal banks and other structures, repair of transportation facilities, removal of debris or sediment just for the purpose of navigation, or for long-term flood control.

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NRCS administers the EWP program through the following authorities:

- Section 216, Public Law 81-516 (33 U.S.C. Section 701b);
- Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334;  
and

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

Responsibility for the EWP program is assigned to the United States Department of Agriculture (USDA) - Secretary of Agriculture and is delegated to the Chief of USDA-NRCS. NRCS State Conservationists (STC) administer the EWP program in their respective states and has sole authority to declare local watershed emergencies.

All applicable Federal, state, and local laws, rules and regulations must be followed during implementation of the EWP program.

## Declaration of an Emergency

NRCS may be involved in five (5) different types of emergency declarations:

1. Major Disaster Declaration
2. Emergency Disaster Declaration
3. Fire Management Assistance Declaration
4. Local Declaration
5. Drought Declaration

Declarations 1-3 are presidentially declared disasters through Public Law 93-288 (Stafford Act). 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 make a local declaration of an emergency and, pending funding, provide assistance to sponsors requesting EWP program assistance. FEMA is usually not involved in recovery activities for local disasters, creating a greater coordination role for NRCS. In a locally declared disaster, NRCS will take the lead to inform potential sponsors and public about the EWP program and how to request assistance.

The drought declaration can only be invoked by the Secretary of Agriculture.

The EWP Program can be used whenever a natural disaster creates a sudden watershed impairment that is a threat to life and/or property. The potential threat to life or property may be at the site, upstream or downstream of the site (e.g., sedimentation deposited downstream, flooding upstream, etc.). The term "property" is defined as any artificial structure permanently affixed to the land such as, but not limited to, houses, buildings, roads, utilities, structures, dams, etc. Land, standing timber, orchards, growing crops, other agronomic crops, etc. are not defined as property for the EWP Program. Normal rainfall events, or those that are expected for the area

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on a routine basis, and required maintenance activities do not meet these criteria. Eligibility for each site will be determined on a case by case basis.

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

## Types of Emergencies

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

- Exigency and
- Non-exigency

Exigencies (7 CFR 624.4(b)) are emergency situations that demand immediate action (1 to 10 calendar days) to avoid potential loss of life and/or property where a second disaster event could compound the impairment, cause new damages, the potential loss of life and or property if action to remedy the situation is not taken immediately. All work on exigency sites must be completed within ten (10) calendar days from the date Florida NRCS receives EWP funding.

All other situations are termed “non-exigencies” and should be completed, including survey, design, permitting, procurement, construction and any other activities that will lead to project completion within two hundred and twenty (220) calendar days from the date Florida NRCS receives EWP funding.

## Site Eligibility

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

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

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## Ineligible Activities

EWP program funds cannot be used for the following:

- Repair, rebuild, or maintain public or private transportation facilities or correct damage to transportation facilities administered by Federal Highway Administration of the Department of Transportation.
- Repair erosion damage to beaches, dunes, and shorelines damaged by erosion as a result of wave action.
- Assistance for structural measure more than twice in 10 years.
- Improvements that are not essential to the reduction of the threat.
- Increase pre-disaster level of protection.
- Increase pre-disaster capacity of a channel by constructing a new channel, enlarging the old channel, or relocating the stream. Sediment and debris removal is not considered new construction or increasing flow capacity.
- Removing sediment and/or debris from the waterway solely for the purpose of navigation.
- Landscape for aesthetic purposes.
- Remove sediment or debris from ponds, reservoirs or debris basins. This is considered operation and maintenance (O&M), regardless of the cause.
- Perform O&M or solve watershed problems that existed before the disaster.
- Replacing or repairing infrastructure (i.e., culverts, bridges, etc.) or utilities.
- Structural repairs beneath bridges, building foundations, road culverts, etc.
- Rebuilding or protecting when there is not anything left to protect.
- Drilling wells, constructing pipelines, installing irrigation equipment, or purchasing portable equipment to address drought.
- Purchasing pumps to alleviate flooding.

## 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,

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- 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, and
- provide local cost share of construction cost.

## Financial Assistance

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

Construction services are those items related to the actual physical repair of the damaged site and include such items as mobilization and demobilization, materials, earthwork, and vegetative treatment. NRCS will reimburse the sponsor the 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 the remaining 25 percent, obtaining the necessary permits and land rights, 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 communities” and may be eligible for 90 percent reimbursement of the construction costs to complete the project. Sponsors are responsible for providing the remaining 10 percent if the community is determined and approved as a limited resource community. To be considered a limited resource community, the county/community 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, Hamilton and Lafayette County are the only limited resource communities in Florida.

Technical services are items such as surveys, design, geotechnical services, preparation of construction drawings and specifications, contracting, contract administration, construction inspection, and preparation of as-built drawings. NRCS will reimburse the sponsor for “in-kind” technical services costs subject to an agreed-to-amount and as stipulated in the agreement.

Permitting fees, legal expenses associated with obtaining land rights, and legal opinions of contracting activities do not qualify as in-kind technical services assistance and will be the responsibility of the sponsor.

The sponsor's technical service costs that exceed the agreed-to-amount cannot be utilized as a portion of the sponsor's in-kind construction share. The construction services (FA) and technical services (TA) are two separate funds and must remain separated.

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## Applying for EWP Assistance

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

- Sponsor submits an official written request to the NRCS STC for EWP assistance with appropriate documentation. The written request must be submitted within sixty (60) calendar days after the disaster or sixty (60) calendar days from when access to the site becomes available. The request must contain the sponsor's commitment of 25 percent of the construction cost for approved sites, the commitment to obtain all land rights, and the name of the sponsor's technical and administrative representative. See Appendix B for a sample letter of request.
- NRCS field staff will contact the sponsor to schedule site visits to review each site. Information for contacting Florida NRCS District Conservationists can be found in Appendix F.
- NRCS will complete the damage survey report (DSR) with assistance from the sponsor for each eligible site damaged from the natural disaster. Sponsors will determine priorities for emergency assistance and coordinate work with other Federal and local agencies.
- Develop an EWP project schedule for each completed DSR to show the project can be completed with 200 calendar days (or 10 days for exigency projects). The start day (or day 0) will be when the agreement is sent to the Sponsor for signature.
- Completed DSRs will be transmitted by NRCS field staff to the Florida NRCS EWP Program Manager (PM) for review and determination of eligibility within sixty (60) calendar days of the sponsor's request for assistance.
- Florida NRCS will request funding from NRCS National Headquarters (NHQ) for the eligible sites.
- Upon receipt of funding, NRCS will enter into an agreement with the sponsor to repair eligible sites approved for funding.

Work completed or costs (construction or technical and administrative services) incurred before the execution of an agreement with NRCS is not eligible for reimbursement.

## Damage Survey Report

The DSR is used to document damage caused by a natural disaster, propose repair methods, and estimate 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.

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To meet the defensibility test, the following criteria or issues from the DSR must be considered: environmental, economic, social and technical feasibility. NRCS may need to consult with other agencies throughout the process to ensure compliance with applicable federal laws (e.g., Endangered Species Act, Magnuson-Stevens Act, National Historic Preservation Act).

A NRCS CPA-52 – Environmental Evaluation Form must be completed for each eligible DSR. The NRCS District Conservationist (DC) or Soil Conservationist will complete the NRCS CPA-52 to inventory and estimate the potential effects on the environment for the alternative chosen to eliminate the watershed impairment.

As a minimum, the following documentation shall be attached to the DSR.

- photos that clearly document the site damage and infrastructure or property being protected,
- an aerial photo showing the upstream and downstream areas affected or potentially affected by the damage and potential future damage if the site is not protected,
- project schedule showing work can be completed within the allowed performance time,
- a sketch describing the damage and the proposed solution to repair the damage, and
- a construction cost estimate.

After the DSRs are complete and concurred by the sponsor, the sponsor will decide whether to proceed with implementation of the EWP program and will set priorities for the DSRs.

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

In order for the DSR to be finalized and sent to NHQ for funding consideration, the sponsor 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. The SAM record is used in the DSR process for tracking, so the sponsor's SAM record must be available by public search.

## EWP Project Schedule

An EWP project schedule must be submitted with each DSR to show that the project can be completed within the time limit as required by National policy. Since Florida NRCS utilizes the Sponsor to plan, design, inspect and contract the work, the Sponsor has more control over the schedule than NRCS. Because of this, the Sponsor is responsible for developing the project schedule when completing the DSR. Since the actual start date is unknown at the time of DSR completion, the number of days for each event is all that is needed. The start day (or day 0) will be when the agreement is sent to the Sponsor for signature. Also, since there is a short delay from the time NRCS receives the money and the agreement is sent to the sponsor, the schedule

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shall show the work completed in 200 calendar days. Usually, there is no delay in receiving funding for an exigency agreement.

See Appendix H for a sample copy of the EWP Project Schedule.

### Cooperative Agreement

The mechanism used for implementing EWP recovery efforts in Florida 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.

NRCS manages their grants and agreements thru the web portal ezFedGrants. ezFedGrants is an online USDA grants and agreements management system that facilitates management of USDA grants and agreements, including creating applications, digitally signing agreement documents, submitting claims, preparing progress reports, and reviewing historical grant/agreement information. At this time, the sponsor does not need to have access to ezFedGrants for agreement management, but may need it in the future. To gain access to ezFedGrants, a USDA eAuthentication Level 2 account is required. The job aids on creating an eAuthentication Level 2 account and creating an ezFedGrants account can be accessed through the following web address: [https://nfc.usda.gov/FSS/Training/Online/ezFedGrants/Resources/FAQ-eFG\\_Onboarding\\_Accessing.php](https://nfc.usda.gov/FSS/Training/Online/ezFedGrants/Resources/FAQ-eFG_Onboarding_Accessing.php)

Sponsors must have a financial management system in place that meets requirements of 2 CFR 200.302. In addition, sponsors must have procurement standards in place to meet the requirements of 2 CFR 200.317. Appendix I contains the Administrative Readiness Questionnaire and may help to determine if a potential sponsor is adequately prepared to administer EWP funds. A NRCS Grant Management 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.

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

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

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

SF-424D – Assurances – Construction Programs (see Appendix E)

Administrative Readiness Questionnaire (See Appendix I)

AD-3031 – Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (see Appendix J)

Certification Regarding Lobbying (see Appendix K)

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Information required for payment under the agreement 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).

After receipt of the SF-424, SF-424C, SF-424D, Administrative Readiness Questionnaire, Certification Regarding Lobbying, and AD-3031, NRCS will prepare a cooperative agreement consisting of ADS-093 Notice of Grant and Agreement Award, the Statement of Work (SOW) and the general terms and conditions for the sponsor's signature. The ADS-093 obligates funds for the repair and establishes the agreement expiration date. See Appendix L for a sample ADS-093 – Notice of Grant and Agreement Award, Appendix M for a sample SOW and Appendix N for the General Terms and Conditions of the agreement.

NRCS will appoint a Government Representative (GR) to provide technical assistance to the sponsor during the agreement time period. 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 sponsor 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.

## Implementation

Implementation of the EWP measures in Florida consists of two (2) main phases:

- Design
- Construction

### Design

The design phase consists of performing any surveys; conducting any geotechnical investigations; preparing the construction plans, specifications, quality assurance plan (QAP), operation and maintenance plan (O&M) plan; and obtaining any necessary permits. The procedure is outlined below.

1. Sponsor will hold a pre-design conference to set design parameters and schedule of work for the project. At a minimum, the pre-design conference shall include the sponsor's technical representative, the sponsor's engineer and the NRCS Government Representative (GR).

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2. If available, NRCS will provide standard drawings and details used for similar sites.
3. Sponsor will submit draft plans and specifications to NRCS for review and concurrence by the NRCS GR.
4. Sponsor will provide NRCS a final copy of construction plans and specifications signed and sealed by a professional engineer (PE) registered in the State of Florida, QAP, and O&M plan prior to bid solicitation. The quality assurance plan addresses the items to be inspected and the intensity of the inspection necessary to ensure the construction is in accordance with the plans and specifications. See Appendix R for a sample quality assurance plan. For debris removal only sites, an O&M plan is not required and the construction plans and specifications do not have to be signed and sealed by a PE.

### Construction

The construction phase consists of awarding and administering the construction contract. This phase will consist of the sponsor performing the tasks below.

1. Complete a solicitation package notifying interested bidders,
2. Conduct a site showing.
3. Issue amendments.
4. Conduct the bid opening.
5. Abstract the bids.
6. Evaluate the apparent low bidder.
7. Award the contract.
8. Obtain applicable bonds.
9. Issue notice to proceed.
10. Administer the contract.
11. Provide construction inspection according to the approved QAP.
12. Make payments to contractor(s).
13. Provide certification by a PE that the construction meets the approved plans and specifications, along with As-Built drawings. For debris removal only sites, the certification does not need to be by a PE.

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

Procurement of both technical services and construction must meet the requirements of 2 CFR 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations as appropriate. Davis-Bacon Act would not apply under this Federal program legislation.

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## 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.

## Land Rights

The sponsor must possess the legal authority to obtain land rights. The sponsor is responsible to obtain the necessary real property rights, including any rights needed for the relocation of fences, utilities, etc.

## 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 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:

- 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

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- 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.

## **Progress Reports**

After the execution of the agreement, the Sponsor will submit bi-weekly progress reports to the NRCS GR throughout the performance time of the agreement. The progress reports should include work accomplished for the report period, technical on-site inspections, work planned for the next report period, results of material, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information. See Appendix R for a sample bi-weekly progress report.

## **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 frequently as monthly once construction starts. Sponsors will be paid by electronic funds transfer (EFT) in approximately 14 days after the reimbursement request is approved by NRCS. To expediate the payment process, NRCS has a spreadsheet that it recommends for submitting payments. See Appendix P for a Sample EWP Payment Reimbursement Request.

## **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 S 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 assistance and how soon do we need to ask for help after the disaster event?**

A A sponsor applies for EWP assistance by submitting a formal letter of request to the NRCS STC 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 B 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 local disaster.
- 4. Q When a Presidential-declared disaster exists, who coordinates emergency activities for the various programs?**

A The Florida and local EMC will coordinate state activities. FEMA generally provides Federal guidance.
- 5. Q For disasters related to rainfall, what distinguishes between a normal storm event and a rainfall that would be considered a disaster?**

A This is generally site and event specific, as a long period of rainfall followed immediately by an intense rain can generate a widespread disaster and/or flood. Individual rainfalls should be at least a 25-year rainfall amount for the rainfall duration (Refer to NOAA's Atlas 14 [precipitation-duration-frequency data](#)). For example, if the individual storm lasted for 3 hours, the rainfall should exceed the 25-year, 3-hour rainfall amount.

[http://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html](http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html)
- 6. Q What amount of debris or sediment in a channel would be considered to have the potential to cause flooding and thus be eligible for removal under the EWP program?**

A This would be site specific. A good rule of thumb would be if the debris or sediment blocks more than 25% of the cross-sectional area of a canal constructed for drainage purposes, it most likely would have the potential to cause flooding. However, if the amount is minor and to the degree that would be expected without a natural disaster, it would be considered maintenance and not eligible.

## Sponsor's EWP Guide

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

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

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

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

**9. Q 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. Any legal costs associated with obtaining land rights are NOT reimbursable costs.

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

**A** Any EWP work except debris and sediment removal requires an O&M plan.

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

**A** Typical examples that threaten life or property are:

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

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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).

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

- 24. 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.
- 25. 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 or sediment removal sites are not subject to the “twice in 10 years” restriction.
- 26. Q A gully below a road is being repaired with 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.
- 27. 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. Only work completed after the signing of the cooperative agreement is eligible for reimbursement.
- 28. 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. There should be enough detail for NRCS to determine if the construction meets the intent of the program and for a contractor to perform the construction.
- 29. Q Do all engineering plans developed need to have a P.E. seal?**
- A** Yes, except for debris removal only sites.

- 30. Q Do NRCS engineers have to review all plans developed by the sponsor's engineer?**
- A** Yes. The NRCS Government Representative 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 Government Representative will concur with the engineering plans and specifications.
- 31. Q What construction specifications are used for EWP work?**
- A** The sponsor's engineer may develop specifications, use FL DOT specifications, or use specifications provided by NRCS. NRCS construction specifications are available in MSWord or PDF (Portable Document Format) format on the NRCS web site <http://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21428> . Items of Work and Construction Details specific to the site must be added by the designer. The sponsor's engineer is ultimately responsible for the construction specifications used.
- 32. 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.
- 33. Q Who performs the final inspections?**
- A** The sponsor is responsible for inspections to ensure that repairs are completed as designed. The NRCS GR 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.
- 34. 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 as frequently as monthly for one or all sites in the agreement. 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.

- 35. 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 GR and request an amendment to the cooperative agreement. If the additional costs are justified and EWP funds are available, the agreement can be amended to include the additional funds. However, if EWP funds are exhausted, NRCS may be able to pay only the amount obligated in the cooperative agreement. Only active agreements can be amended. Once an agreement expires, no amendments can be issued.
- 36. 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 GR and request a time extension to the NRCS STC at least 45 days prior to the agreement expiration 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. However, once an agreement expires, NRCS is unable to amend it and provide a time extension. So ample notification of a time extension request is important.
- 37. Q Are PL-566 structures eligible for EWP assistance?**
- A** Yes. They typically provide benefits, such as flood protection, to the local population.
- 38. 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 14 business days after the approval of the request.

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## Appendices

Appendix A – EWP Program Fact Sheet

Appendix B – Sample Letter of Request for EWP Assistance

Appendix C – SF-424 - Application for Federal Assistance

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

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

Appendix F – Florida NRCS District Conservationists

Appendix G – Damage Survey Report

Appendix H – EWP Project Schedule

Appendix I – Administrative Readiness Questionnaire

Appendix J – Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants

Appendix K – Certification Regarding Lobbying

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

Appendix M – Statement of Work

Appendix N – General Terms and Conditions

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

Appendix P – Sample EWP Payment Reimbursement Request

Appendix Q – Sample Quality Assurance Plan

Appendix R – Sample Bi-Weekly Progress Report

Appendix S – Sample Operation and Maintenance Plan

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# Sponsor's EWP Guide

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## Appendix A – EWP Program Fact Sheet

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United States Department of Agriculture

### EWP Program Fact Sheet

Emergency Watershed Protection (EWP) Program – The Natural Resources Conservation Service (NRCS) administers the EWP Program which responds 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 floods, fires, windstorms, and other natural occurrences. The EWP program is an emergency recovery program. All projects undertaken, with the exception of the purchase of floodplain easements, must be sponsored by a legal subdivision of the State, such as a city, county, general improvement district, conservation district, or any Native American tribe or tribal organization as defined in section 4 of the Self-Determination and Education Assistance Act. NRCS is responsible for administering the program.

Criteria: All EWP program work must reduce threats to life and property and must be economically, environmentally, and socially defensible and sound from a technical standpoint. NRCS may bear up to 75 percent of the eligible construction cost of emergency measures. The remaining 25 percent must come from local sources and can be in the form of cash or in-kind services. Counties and/or communities that have depressed economies are referred to as “limited resource areas” and 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 (1) Average housing values must be less than 75 percent of the state average housing value; (2) per capita income must be 75 percent or less than the median income for the nation; and (3) unemployment rate must be twice the U.S. average over the past three years.

Public and private landowners are eligible for assistance but must be represented by a project Sponsor. Sponsors are responsible for providing land rights to do repair work and securing the necessary permits. Sponsors are also responsible for furnishing the local cost share and for accomplishing the installation of work. Work can be done either through Federal or local contracts.

EWP program work is not limited to any one set of prescribed measures. A case-by-case evaluation of the work required to repair or protect the site will be determined by NRCS. EWP program work can include: removing debris from stream channels, road culverts, and bridges; reshaping and protecting eroded banks; correcting damaged drainage facilities; repairing levees and structures; reseeding damaged areas; and purchasing floodplain easements to restore, protect, maintain, and enhance the functions of wetlands and riparian areas; conserve natural values including fish and wildlife habitat, water quality, flood water retention, ground water recharge, and open space; and safeguard lives and property from floods, drought, and the products of erosion. Funding for EWP program is subject to congressional appropriations.

How to apply for assistance and contact: Contact the Florida NRCS State Office at (352) 338-9500, Fax (352) 338-9574.

For additional information see Florida NRCS web page:

<https://www.nrcs.usda.gov/wps/portal/nrcs/main/fl/programs/financial/ewp/>

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## Sponsor's EWP Guide

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# Sponsor's EWP Guide

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## Appendix B – Sample Letter of Request for EWP Assistance

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<SPONSOR'S LETTERHEAD>

<Enter Date>

Juan Hernandez  
State Conservationist  
4500 NW 27th Ave, Bldg. A  
Gainesville, FL 32606

Dear Mr. Hernandez:

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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# Sponsor's EWP Guide

## Appendix C – SF-424 – Application for Federal Assistance

OMB Number: 4040-0004 Expiration Date: 8/31/2016	
<b>Application for Federal Assistance SF-424</b>	
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> * If Revision, select appropriate letter(s): <input type="checkbox"/> New <input style="width: 150px;" type="text"/> <input type="checkbox"/> Continuation      * Other (Specify): <input type="checkbox"/> Revision <input style="width: 150px;" type="text"/>
* 3. Date Received: <input style="width: 100%;" type="text"/>	4. Applicant Identifier: <input style="width: 100%;" type="text"/>
5a. Federal Entity Identifier: <input style="width: 100%;" type="text"/>	5b. Federal Award Identifier: <input style="width: 100%;" type="text"/>
<b>State Use Only:</b>	
6. Date Received by State: <input style="width: 100%;" type="text"/>	7. State Application Identifier: <input style="width: 100%;" type="text"/>
<b>8. APPLICANT INFORMATION:</b>	
* a. Legal Name: <input style="width: 100%;" type="text"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input style="width: 100%;" type="text"/>	* c. Organizational DUNS: <input style="width: 100%;" type="text"/>
<b>d. Address:</b>	
* Street1: <input style="width: 100%;" type="text"/>	Street2: <input style="width: 100%;" type="text"/>
* City: <input style="width: 100%;" type="text"/>	County/Parish: <input style="width: 100%;" type="text"/>
* State: <input style="width: 100%;" type="text"/>	Province: <input style="width: 100%;" type="text"/>
* Country: <input style="width: 100%; text-align: center; font-size: small;"/> USA: UNITED STATES	
* Zip / Postal Code: <input style="width: 100%;" type="text"/>	
<b>e. Organizational Unit:</b>	
Department Name: <input style="width: 100%;" type="text"/>	Division Name: <input style="width: 100%;" type="text"/>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: <input style="width: 100%;" type="text"/>	* First Name: <input style="width: 100%;" type="text"/>
Middle Name: <input style="width: 100%;" type="text"/>	
* Last Name: <input style="width: 100%;" type="text"/>	
Suffix: <input style="width: 100%;" type="text"/>	
Title: <input style="width: 100%;" type="text"/>	
Organizational Affiliation: <input style="width: 100%;" type="text"/>	
* Telephone Number: <input style="width: 100%;" type="text"/>	Fax Number: <input style="width: 100%;" type="text"/>
* Email: <input style="width: 100%;" type="text"/>	

# Sponsor's EWP Guide

Application for Federal Assistance SF-424	
<b>* 9. Type of Applicant 1: Select Applicant Type:</b> <input type="text"/>	
Type of Applicant 2: Select Applicant Type: <input type="text"/>	
Type of Applicant 3: Select Applicant Type: <input type="text"/>	
* Other (specify): <input type="text"/>	
<b>* 10. Name of Federal Agency:</b> <input type="text"/>	
<b>11. Catalog of Federal Domestic Assistance Number:</b> <input type="text"/>	
CFDA Title: <input type="text"/>	
<b>* 12. Funding Opportunity Number:</b> <input type="text"/>	
* Title: <input type="text"/>	
<b>13. Competition Identification Number:</b> <input type="text"/>	
Title: <input type="text"/>	
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b> <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
<b>* 15. Descriptive Title of Applicant's Project:</b> <input type="text"/>	
Attach supporting documents as specified in agency instructions. <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>	

# Sponsor's EWP Guide

Application for Federal Assistance SF-424	
<b>16. Congressional Districts Of:</b>	
* a. Applicant	[Redacted]
* b. Program/Project	[Redacted]
Attach an additional list of Program/Project Congressional Districts if needed.	
[Redacted]	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date:	[Redacted]
* b. End Date:	[Redacted]
<b>18. Estimated Funding (\$):</b>	
* a. Federal	[Redacted]
* b. Applicant	[Redacted]
* c. State	[Redacted]
* d. Local	[Redacted]
* e. Other	[Redacted]
* f. Program Income	[Redacted]
* g. TOTAL	[Redacted]
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on	[Redacted]
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes", provide explanation and attach	[Redacted]
[Redacted]	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>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)</b>	
<input type="checkbox"/> ** 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.	
<b>Authorized Representative:</b>	
Prefix: [Redacted]	* First Name: [Redacted]
Middle Name: [Redacted]	
* Last Name: [Redacted]	
Suffix: [Redacted]	
* Title: [Redacted]	
* Telephone Number: [Redacted]	Fax Number: [Redacted]
* Email: [Redacted]	
* Signature of Authorized Representative: [Redacted]	* Date Signed: [Redacted]

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# Sponsor's EWP Guide

## Appendix D – 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	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3. Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
5. Other architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
6. Project inspection fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Site work	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
8. Demolition and removal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. Construction	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
10. Equipment	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11. Miscellaneous	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
12. SUBTOTAL (sum of lines 1-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
13. Contingencies	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. SUBTOTAL	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
15. Project (program) income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
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 <input type="text"/> %		\$ <input type="text"/>

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# Sponsor's EWP Guide

## Appendix E – 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 acquired 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.

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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the</p>	<p>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).</p> <p>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.</p> <p>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.).</p> <p>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."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p>
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
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## **Appendix F – Florida NRCS District Conservationists**

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

<http://www.nrcs.usda.gov/wps/portal/nrcs/main/fl/contact/local/>

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## **Appendix G – Damage Survey Report**

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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. Sponsors may be asked to assist by providing maps, photos, estimated costs and census data.

For exigency sites, the initial DSR may cover just the work necessary to relieve the exigency situation. This work must be completed within 10 calendar days of discovery of the site. A second DSR and agreement may be necessary to alleviate any remaining hazards to life and/or property.

NRCS will provide the DSR to the sponsor for their review and concurrence. The DSR Team will forward the completed DSR to the EWP Program Manager.

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# Sponsor's EWP Guide



NRCS-PDM-20

Natural Resource Conservation Service  
**DAMAGE SURVEY REPORT (DSR)**  
Emergency Watershed Protection Program - Recovery

**Section 1A**

Date of Report: \_\_\_\_\_  
DSR Number: \_\_\_\_\_  
Project Number: \_\_\_\_\_

**NRCS Entry Only**

Eligible: YES  NO   
Approved: YES  NO

Funding Priority Number (from Section 7) \_\_\_\_\_

Limited Resource Area: YES  NO

FEMA Declaration Type Link to Declaration Types: [FEMA](#)

1 Major Disaster Declaration

2 Emergency Declaration

3 Fire Management Assistance Declaration

4 Local Declaration (State Conservationist Declaration)

**Section 1B - Sponsor Information**

Sponsor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

**Section 1C- Site Location Information**

County: \_\_\_\_\_ State: Florida Congressional District: \_\_\_\_\_  
Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_ UTM Coordinates: \_\_\_\_\_  
Drainage Name: \_\_\_\_\_ Site Name: \_\_\_\_\_  
Reach: \_\_\_\_\_  
Damage Description: \_\_\_\_\_

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DSR NO.	NRCS-PDM-20		
<b>Section 1D - Site Evaluation</b>			
<b>All answers in this Section must be YES in order to be eligible for EWP assistance.</b>			
<b>Site Eligibility</b>	<b>YES</b>	<b>NO</b>	<b>Remarks</b>
Damage was a result of a natural disaster? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
Recovery measures would be for runoff retardation or soil erosion prevention? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
Threat to life and/or property? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
Event caused a sudden impairment in the watershed? <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
Imminent threat was created by this event? <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
For structural repairs, not repaired twice within ten years? <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Site Defensibility</b>			
Economic, environmental, and social documentation adequate to warrant action (See completed NRCS-CPA-52 and sections 3 and 4) <sup>3</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed action technically viable? (See section 6) <sup>3</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
<p><sup>1</sup> Statutory</p> <p><sup>2</sup> Regulation</p> <p><sup>3</sup> 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.</p> <p>Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of program and its possible effects?    YES <input type="checkbox"/>    NO <input type="checkbox"/></p> <p>Comments:</p> <div style="border: 1px solid black; height: 40px; background-color: #ffffcc;"></div>			
<b>Section 1E - Proposed Action</b>			
Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)			
Total installation cost identified in this DSR: Section 6: \$0			
NRCS 75% cost-share:	\$0		
Sponsor 25% cost-share:	\$0		
<p style="text-align: left; margin-top: 20px;">Reproduce Locally</p> <p style="text-align: right; margin-top: 20px;">2 of 11 Approved 10/2017</p>			

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## Section 1F - NRCS State Office Review and Approval

Reviewed By: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_  
State EWP Program Manager

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
State Conservationist

### PRIVACY ACT AND PUBLIC BURDEN STATEMENT

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

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

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

### USDA NONDISCRIMINATION STATEMENT

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

Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write USDA, Director of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

### Civil Rights Statement of Assurance

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

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DSR NO. \_\_\_\_\_

NRCS-PDM-20

**Section 4 - Social Consideration**

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

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

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

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**Section 5 - Group Representation and Disability 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	
<b>Total Group</b>	<b>0</b>

Census tract(s)

Completed By:

Date:

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**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?	<input type="checkbox"/>	<input type="checkbox"/>		
2. Is this a site where there is serious, but not immediate threat to human life?	<input type="checkbox"/>	<input type="checkbox"/>		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	<input type="checkbox"/>	<input type="checkbox"/>		
4. Is this site a funding priority established by the NRCS Chief?	<input type="checkbox"/>	<input type="checkbox"/>		
<b>The following are modifiers for the above criteria</b>			<b>Modifier</b>	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?		<input type="checkbox"/>		
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?		<input type="checkbox"/>		
c. Will the proposed action or alternatives protect or conserve prime or important farmland?		<input type="checkbox"/>		
d. Will the proposed action or alternatives protect or conserve existing wetlands?		<input type="checkbox"/>		
e. Will the proposed action or alternatives maintain or improve current water quality conditions?		<input type="checkbox"/>		
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?		<input type="checkbox"/>		

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

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## 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)

# Sponsor's EWP Guide

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## INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
<b>Section 1</b>	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	
1F	NRCS Review and Approval.	NRCS only.
<b>Section 2</b>	Attach NRCS-CPA-52 that addresses environmental evaluation and special environmental concerns.	NRCS only.
<b>Section 3</b>	<p>Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage(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 value (e.g. if the structure is condemned then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office.</p> <p>The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	NRCS completes with voluntary assistance from Sponsor.

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DSR NO.		NRCS-PDM-20
	Explanation of Requested Item	Who Completes
<b>Section 4</b>	<p>Enter information to describe the potential social impacts and consideration 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.</p> <p>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.</p> <p>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 if necessary.</p>	NRCS completes with voluntary assistance from Sponsor except for NRCS.
<b>Section 5</b>	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 the most recent U.S. Census data.
<b>Section 6</b>	<p>Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost.</p> <p>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.</p>	NRCS completes with voluntary assistance from the Sponsor.
<b>Section 7</b>	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 by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g. a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g. a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would have a higher priority than a site with a designation as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from the Sponsor.
<b>Section 8</b>	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.
<b>Section 9</b>	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 the Sponsor.

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## Appendix H – EWP Project Schedule

The following milestones must be included in the schedule:

- Obtaining signature for the agreement (most sponsors require that the agreement be approved by a board or council and this requires a certain amount of preparation time to get an item on the Board agenda for approval)
- Pre-design conference
- Selecting design consultant, if applicable
- Survey
- Preliminary design
- NRCS preliminary design review
- Final Design and NRCS concurrence
- Obtaining permits
- Advertise for bids
- Opening bids and selecting a contractor,
- Pre-construction conference
- Notice to proceed for construction
- Construction of works of improvement
- Final inspection
- Submittal of As-built drawings and completion certification

Some of these items may occur at the same time and not impact the total time needed, but must be included.

Below is an example schedule. Other methods of a schedule, such as a Gantt chart are acceptable.

## Sponsor's EWP Guide

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Example EWP Project Schedule			
Task	Start Day	Duration	End Day
Obtain agreement signature	0	21	21
Pre-design conference	24	1	25
Survey	26	14	40
Preliminary design	42	30	72
Review by NRCS	74	10	84
Final Design	85	30	115
Obtain Permits	110	30	140
Advertise for Bids	115	30	145
Open Bids and Select Contractor	145	5	150
Pre-Construction Conference	150	1	151
Notice to Proceed for Construction	151	1	152
Construction	152	30	182
Final Inspection	182	1	183
Submittal of As-built drawings	183	5	188

# Sponsor's EWP Guide

## Appendix I – 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 the NRCS program manager before an EWP cooperative agreement will be executed with a Sponsor.

NRCS Contact	Phone Number
Email Address	State

Sponsor	Contact Name
Street Address	Phone Number
City/state	Email

1. Have you or your staff administered grants or loans from other federal programs in the past? \_\_\_\_\_
2. Have you or your staff previously (check all that apply):
  - \_\_\_ Completed actions in a competitive bidding process that was funded totally or in part with federal dollars.
  - \_\_\_ Prepared a solicitation package for a project that included federal financial assistance funds and was developed in accordance with state law?
  - \_\_\_ Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars?
  - \_\_\_ Administered contracts funded totally or in part with federal dollars?
3. Are you or your staff experienced with federal requirements related to (check all that apply):
  - \_\_\_ Project funds, financial management and audit requirements
  - \_\_\_ Real property acquisition or easements
4. Does your organization have a financial management system in place that meets the requirements of 2 CFR 200.302? \_\_\_\_\_
5. Does your organization have an active system for award management (SAM) registration? \_\_\_\_\_
6. Does your organization have procurement standards in place that meet the requirements of 2 CFR 200.317? \_\_\_\_\_
7. Will you require assistance from an outside organization to meet these requirements? \_\_\_\_\_

Signature/Date	Name/Title
----------------	------------

USDA Natural Resources Conservation Service  
An Equal Opportunity Provider and Employer

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## Appendix J – Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants

This form is available electronically.  
AD-3031

Form Approved - OMB No. 0505-0025  
Expiration Date: 04/30/2019

### U.S. Department of Agriculture ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

*NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552(a), as amended). The authority for requesting the following information for USDA agencies and offices is in sections 745 and 746 of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, Division E, Title VII, sections 745 and 746, as amended and/or subsequently enacted for U.S. Department of Agriculture (USDA) agencies and offices regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the corporation recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, **and** (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

BUSINESS NAME

DATE SIGNED (MM-DD-YYYY)

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of 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, political beliefs, genetic information, reprisal, or because all or 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, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

Rev. 02/16

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## Appendix K – Certification Regarding Lobbying

### Certification Regarding Lobbying

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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# Sponsor's EWP Guide

## Appendix L – ADS-093 – Notice of Grant and Agreement Award

		NRCS-ADS-093	
<b>NOTICE OF GRANT AND AGREEMENT AWARD</b>			
1. Award Identifying Number NR184209XXXXC000	2. Amendment Number	3. Award /Project Period 220 calendar days from NRCS signature	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510		6. Recipient Organization (Name and Address) BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS 100 N US HIGHWAY 1 FORT LAUDERDALE FL 33301 DUNS: 0101010101    EIN:	
7. NRCS Program Contact Name: Johnny Doe Phone: (352) 338-9500 Email: johnny.doe@fl.usda.gov	8. NRCS Administrative Contact Name: Ricky Bobby Phone: (202) 720-0000 Email: ricky.bobby@wdc.usda.gov	9. Recipient Program Contact Name: Walter White Phone: (954) 555-1111 Email: walter.white@broward.org	10. Recipient Administrative Contact Name: Walter White Phone: (954) 555-1111 Email: walter.white@broward.org
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Walter White Phone: (954) 555-1111 Email: walter.white@broward.org
15. Project Title/ Description: Hurricane Jack EWP			
16. Entity Type: 01 =County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$3,296,283.00	\$969,495.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$3,296,283.00	\$969,495.00	
18. Approved Budget			

# Sponsor's EWP Guide

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$2,908,485.00	Other	\$387,798.00
<b>Total Direct Cost</b>	<b>\$3,296,283.00</b>	<b>Total Indirect Cost</b>	\$0.00
		<b>Total Non-Federal Funds</b>	<b>\$969,495.00</b>
		<b>Total Federal Funds Awarded</b>	<b>\$3,296,283.00</b>
		<b>Total Approved Budget</b>	<b>\$4,265,778.00</b>

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.

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 20250-0410 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).

# Sponsor's EWP Guide

## Appendix M – Statement of Work

### Statement of Work

#### Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the Broward County, hereinafter referred to as the "Sponsor", for EWP Project # 1234 (Hurricane Joe) in Broward County, Florida for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

#### Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

DSR No. BRO-18-001 - Stabilize Panther Street canal banks = \$1,692,008

DSR No. BRO-18-002 - Stabilize Alligator Road canal banks = \$2,185,972

Total Estimated Construction Cost = \$3,877,980

#### Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$4,265,778

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$2,908,485 + 25% Sponsor \$969,495): \$3,877,980

Technical Assistance (TA) Costs:

100% NRCS (10.0% of total construction cost): \$387,798

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 10.0 percent of the total construction cost for design services, contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

# Sponsor's EWP Guide

## Responsibilities of the Parties:

### A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.
4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and 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 Project.
8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.
9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
11. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
12. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
13. Any costs (construction or technical and administrative services) incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

# Sponsor's EWP Guide

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. 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 EWP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. 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.

17. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

18. 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 land rights, 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.

19. 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.

20. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles that comply with NRCS programmatic principles and design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida (Not required for debris removal only sites). A copy of the signed and seal plans and specifications shall be provided to NRCS.

21. 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 EWP project measures 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.

22. Provide construction inspection in accordance with the QAP.

23. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable (Not required for debris removal only sites), 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 project measures, the Sponsor shall assume responsibility for O&M.

24. 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 EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

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

26. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

# Sponsor's EWP Guide

27. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

28. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Government Representative (GR). Provide NRCS Program/Technical Contact and GR progress reports every 2 weeks after execution of the agreement. Progress reports should include work accomplished for the period, technical on-site inspections, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

29. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

30. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a Professional Engineer (PE) certification that the Project was installed in accordance with approved plans and specifications. For debris removal only sites, certification does not need to be from a PE.

31. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact. For debris removal only sites, as-built drawings do not need to be certified by a PE.

32. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Payments can be requested as frequently as monthly. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. 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.

b. 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.

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

33. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

34. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

35. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

36. Retain all records dealing with the award and administration of the contract(s) for 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 3-year period, records are to be retained until the litigation is resolved or the end of the 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 Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

# Sponsor's EWP Guide

37. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

38. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

39. Submit requests for a time extension to the agreement (if necessary) in writing no less than forty-five (45) days prior to the expiration date of the agreement. Submit the written, signed request to the NRCS Program/Technical Contact.

#### B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, 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.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

#### SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

# Sponsor's EWP Guide

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

## Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer (if applicable), including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan (if applicable).
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction signed by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 45 days of completion of construction.

## Resources Required

None other than funding.

## Milestones

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

1. Pre-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. Obtain permits.
5. Complete any necessary surveys.
6. Complete draft engineering plans and specifications for NRCS review.
7. Complete final engineering plans and specifications.
8. Complete quality assurance plan and operation and maintenance plan (if applicable).
9. Solicit bids.
10. Award contract.
11. Manage construction contract and provide quality assurance as described in the QAP.
12. Provide final inspection.
13. Complete as-built drawings.
14. Submit final payment.

# Sponsor's EWP Guide

## Appendix N - GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

#### 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 <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

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 <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(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. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries 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).

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c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

## 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. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual 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 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

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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 calendar 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. 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 with supporting documentation. 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 email 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 subaward 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. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number \_\_\_\_\_, at the close of the quarter ending \_\_\_\_\_, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$\_\_\_\_\_." Include the name and title of the person preparing the accrual estimate.

## VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

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 31 July 1 to September 30 October 31

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 calendar 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.

## VIII. PERFORMANCE MONITORING AND REPORTING

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a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward 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 calendar days after completion of project.

## IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

## X. 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.

## XI. 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 Services Branch 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."

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e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

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.

## XII. 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.

## XIII. 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.

## XIV. 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.

## XV. 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.

## XVI. 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

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will be those set forth in 2 CFR Part 200.339.

## XVII. 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 O – Form SF 270 – Request for Advance or Reimbursement

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>  <i>(See instructions on back)</i>		OMB APPROVAL NO <b>0348-0004</b>		PAGE <b>1</b> OF <b>2</b> PAGES
		1. TYPE OF PAYMENT REQUESTED a. " <input checked="" type="checkbox"/> " one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT  b. " <input checked="" type="checkbox"/> " the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL		2. BASIS OF REQUEST  <input type="checkbox"/> CASH  <input checked="" type="checkbox"/> 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  59-123123456	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER  456123	8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year) <b>10/07/14</b> TO (month, day, year) <b>10/07/14</b>		
9. RECIPIENT ORGANIZATION  Name: [Redacted] Number and Street: [Redacted]  City, State and ZIP Code: [Redacted]		10. PAYEE (Where check is to be sent if different than item 9)  Name: [Redacted] Number and Street: [Redacted]  City, State and ZIP Code: [Redacted]		
<b>11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED</b>				
<b>PROGRAMS/FUNCTIONS/ACTIVITIES ►</b>	(a) Construction	(b) Technical Services	(c)	<b>TOTAL</b>
a. Total program outlays to date <i>(As of date)</i>	\$0.00	\$0.00		\$0.00
b. Less: Cumulative program income	\$0.00	\$0.00		\$0.00
c. Net program outlays <i>(Line a minus line b)</i>	\$0.00	\$0.00		\$0.00
d. Estimated net cash outlays for advance period	\$0.00	\$0.00		\$0.00
e. Total <i>(Sum of lines c &amp; d)</i>	\$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 <i>(Line g minus line h)</i>	\$0.00	\$0.00	\$0.00	\$0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			\$0.00
	2nd month			\$0.00
	3rd month			\$0.00
<b>12. ALTERNATE COMPUTATION FOR ADVANCES ONLY</b>				
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 <i>(Line a minus line b)</i>				\$0.00

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(Continued on reverse)

STANDARD FORM 270 (Rev. 7-97)

Prescribed by OMB Circulars A-102 and A-110

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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			
<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p>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.</p> <p style="text-align: center;"><b>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY</b></p> </div>			
INSTRUCTIONS			
Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:			
<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		
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.	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.
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.	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.
8	This space is reserved for an account number or other identifying number that may be assigned by the recipient	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
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.	13	Complete the certification before submitting this request.
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		
STANDARD FORM 270 (Rev. 7-97) Back			

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## Appendix P – Sample EWP Payment Reimbursement Request

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>  <i>(See instructions on back)</i>		OMB APPROVAL NO <b>0348-0004</b>		PAGE <b>1</b> OF <b>2</b> PAGES	
		1. TYPE OF PAYMENT REQUESTED a. *√ * one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT		2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCURAL	
		b. *√ * the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL			
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED <b>USDA - NRCS</b>		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY <b>123-45-6789</b>		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST <b>1</b>	
6. EMPLOYER IDENTIFICATION NUMBER <b>111111</b>	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER <b>222222</b>	8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year)    TO (month, day, year) <b>06/17/19</b> <b>12/30/19</b>			
9. RECIPIENT ORGANIZATION Name: <b>Town of Gator</b> Number and Street: <b>100 Swamp Road</b> City, State and ZIP Code: <b>Gainesville, Florida 55556</b>		10. PAYEE (Where check is to be sent if different than item 9) Name: Number and Street: City, State and ZIP Code:			
<b>11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED</b>					
PROGRAMS/FUNCTIONS/ACTIVITIES ▶		(a) Construction	(b) Technical Services	(c)	TOTAL
a. Total program outlays to date (As of date) <b>12/30/19</b>		\$443,142.00	\$50,405.00		\$493,547.00
b. Less: Cumulative program income		\$0.00	\$0.00		\$0.00
c. Net program outlays (Line a minus line b)		\$443,142.00	\$50,405.00		\$493,547.00
d. Estimated net cash outlays for advance period		\$0.00	\$0.00		\$0.00
e. Total (Sum of lines c & d)		\$443,142.00	\$50,405.00		\$493,547.00
f. Non-Federal share of amount on line e		\$110,785.50	\$17,169.35		\$127,954.85
g. Federal share of amount on line e		\$332,356.50	\$33,235.65		\$365,592.15
h. Federal payments previously requested					\$0.00
i. Federal share now requested (Line g minus line h)		\$332,356.50	\$33,235.65	\$0.00	\$365,592.15
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
<b>12. ALTERNATE COMPUTATION FOR ADVANCES ONLY</b>					
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	
Complete boxes #1- 11(a) & (b) Yellow cells are fillable.					

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<b>13. CERTIFICATION</b>																													
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																												
	<div style="border: 1px solid red; display: inline-block; padding: 2px;">Sponsor must sign</div>																												
	DATE REQUEST SUBMITTED																												
TYPED OF PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)																												
This space for agency use																													
<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="font-size: small; margin: 0;">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.</p> <p style="text-align: center; font-weight: bold; margin: 10px 0;">PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY</p> </div>																													
<b>INSTRUCTIONS</b>																													
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:																													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 50%;"><i>Item</i></th> <th style="text-align: left;"><i>Entry</i></th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top; padding: 5px;">2</td> <td style="vertical-align: top; padding: 5px;">Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.</td> </tr> <tr> <td style="vertical-align: top; padding: 5px;">4</td> <td style="vertical-align: top; padding: 5px;">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.</td> </tr> <tr> <td style="vertical-align: top; padding: 5px;">6</td> <td style="vertical-align: top; padding: 5px;">Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.</td> </tr> <tr> <td style="vertical-align: top; padding: 5px;">8</td> <td style="vertical-align: top; padding: 5px;">This space is reserved for an account number or other identifying number that may be assigned by the recipient.</td> </tr> <tr> <td style="vertical-align: top; padding: 5px;">9</td> <td style="vertical-align: top; padding: 5px;">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. 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STANDARD FORM 270 (Rev. 7-97) Back																													

# Sponsor's EWP Guide

**EWP Cost Spreadsheet**

<b>Sponsor</b>	Town of Gator	<b>Project Agreement No.</b>	123-45-6789
<b>Date</b>	1/10/20	<b>Payment Request No.</b>	1
		<b>Agreement Construction Cost</b>	\$450,000.00
<b>Construction Cost</b>			
<b>Construction Costs</b>	Total Eligible Contractor Construction Costs (TECCC)		\$432,747.00
	Total Eligible Sponsor In-kind Construction Costs (TESIKCC)		\$10,395.00
	Total Eligible Construction Cost (TECC) = ECCC + ESIKCC		\$443,142.00
	NRCS' construction cost share percent		75.00
	Construction cost share allowed as % of Project Agreement (PA)		\$337,500.00
	Construction cost share allowed as % of TECC		\$332,356.50
	Construction cost share allowed lessor of % PA or % TECC		\$332,356.50
	Construction cost borne by Sponsor — Enter on SF-270 Line 11f.(a)		\$110,785.50
	Construction cost borne by NRCS — Enter on SF-270 Line 11g.(a)		\$332,356.50
	<b>In-kind Technical Services Cost</b>		
<b>In-kind Technical Services Costs</b>	Total Eligible Sponsor In-kind Technical Services Costs (TESIKTSC) — Enter on SF-270 Line 11a.(b)		\$50,405.00
	Percent of construction cost allowed for TESIKTSC		7.50
	Sponsor's maximum reimbursement of TESIKTSC as % of PA		\$33,750.00
	Sponsor's maximum reimbursement of TESIKTSC as % of TECC		\$33,235.65
	Sponsor's maximum allowed TESIKTSC — (lessor of % TECC or % PA)		\$33,235.65
	TESIKTSC allowed for reimbursement — Enter on SF-270 Line 11g.(b)		\$33,235.65
	Sponsor TESIKTSC that exceeds maximum allowable — Enter on SF-270 Line 11f.(b)		\$17,169.35
<b>NRCS Costs</b>			
NRCS's share of TECC		\$332,356.50	
NRCS' share of eligible TESIKTSC		\$33,235.65	
NRCS cost share for project = % of total TECC + % of TESIKTSC		\$365,592.15	
<b>Sponsor Costs</b>			
Sponsor's share of TECC		\$110,785.50	
Sponsor's share of eligible TESIKTSC		\$17,169.35	
Sponsor cost share for project = % of total TECC + % of TESIKTSC		\$127,954.85	

Complete the following fields on this sheet.

- Date
- Agreement Construction Cost
- NRCS Construction Cost Share Percent
- Percent of In-Kind Technical Services(TESIKTSC)

Construction Costs



**APPLICATION AND CERTIFICATION FOR PAYMENT** PROJECT: Sprinter Canal AIA DOCUMENT G702 1 PAGE ONE OF PAGES

TO OWNER: Term of Gators APPLICATION NO. 1 Distribution to:  OWNER  ARCHITECT  CONTRACTOR

FROM CONTRACTOR: AL E. Gator Construction, Inc. VIA ARCHITECT: \_\_\_\_\_

PERIOD FROM: 7/1/2019  
 PERIOD TO: 7/30/2019  
 PROJECT NOS: \_\_\_\_\_  
 CONTRACT DATE: 6/15/2019

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 432,747.00  
 2. Net change by Change Orders \$ 0.00  
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 432,747.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 98,675.63  
 5. RETAINAGE: \$ \_\_\_\_\_  
 a. 10 % of Completed Work \$ 9,867.57  
 b. \_\_\_\_\_ % of Shared Material (Column D + E on G703) \$ Included in above  
 Total Retainage (Lines 5a + 5b or Total in Column L of G703) \$ 9,867.57  
 6. TOTAL EARNED LESS RETAINAGE \$ 88,808.09  
 (Line 4 Less Line 5 Total)  
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0  
 8. CURRENT PAYMENT DUE \$ 88,808.09  
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 343,938.92

CHANGE UNDERSTANDINGS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS		
NET CHANGES by Change Order	\$0.00	

AMOUNT CERTIFIED: ..... \$ \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of \_\_\_\_\_ County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$ \_\_\_\_\_

(Attach explanation of amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Signature, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1900 AVENUE OF THE STARS, WASHINGTON, DISTRICT OF COLUMBIA 20006

THIS DOCUMENT ONLY: APPLICATION AND CERTIFICATION FOR PAYMENT - 2002 EDITION - AIA - G702  
 Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensees.

Typical Sponsor certification for payment sheet. The payment must be certified by the Sponsor in order to receive reimbursement.

# Sponsor's EWP Guide

## CONTINUATION SHEET

AIA DOCUMENT G703

NAME OF FIRM

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certificate is attached.

Its inclusion herein, also sets an order to the contract administrator.

Use Column I on Contracts when multiple releases for the same pay apply.

APPLICATION NO. **1**  
 APPLICATION DATE: **7/1/2019**  
 PERIOD TO: **7/01/2019**  
 ARCHITECT'S PROJECT NO.

A	B	C	D	E	F	G	H	I	J		K	L	M	N	O	P			
									WORK COMPLETED FROM PREVIOUS APPLICATION (J+K)	THIS PERIOD									
1	Application/Commission	1 LS		\$20,000.00	\$20,000.00		1.00	1.00		\$0.00	\$20,000.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$20,000.00			
2	Proctor Control Measures	1 LS		\$4,200.00	\$4,200.00		1.00	1.00		\$0.00	\$4,200.00	\$0.00	\$4,200.00	100.00%	\$0.00	\$4,200.00			
3	Asphalt Paving & Curb Repair	1 LS		\$33,637.00	\$33,637.00		1.00	1.00		\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$33,637.00	\$0.00			
4	Drainage Inlet Removal	2 EA		\$1,000.00	\$6,000.00		0.00	0.00		\$0.00	\$0.00	\$0.00	\$0.00	40.00%	\$6,000.00	\$0.00			
5	Drainage Pipe Removal	300 LF		\$36.00	\$10,800.00		120.00	120.00		\$0.00	\$4,200.00	\$6,600.00	\$1,000.00	100.00%	\$4,100.00	\$100.00			
6	Pipe Support Removal	1 LS		\$1,000.00	\$1,000.00		1.00	1.00		\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$1,000.00			
7	Churny and Grubbing	3000 SF		\$7,437	\$28,610.00		3000.00	3000.00		\$0.00	\$28,610.00	\$0.00	\$28,610.00	100.00%	\$0.00	\$1,000.00			
8	Excavation, including Inlet-Set	1000 CF		\$13.20	\$13,200.00			0.00		\$0.00	\$0.00	\$0.00	\$13,200.00		\$0.00	\$0.00			
9	1/2" - Track Material	6700 CF		\$16.50	\$110,550.00			0.00		\$0.00	\$0.00	\$0.00	\$110,550.00		\$0.00	\$0.00			
10	Downsizing	1 LS		\$5,000.00	\$5,000.00		1.00	1.00		\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$5,000.00			
11	Inlet - Inletion (1) Inlet, Truss Top	2 EA		\$12,000.00	\$24,000.00			0.00		\$0.00	\$0.00	\$0.00	\$24,000.00	33.02%	\$16,075.87	\$792.41			
12	Inletion Inlet	3 EA		\$9,500.00	\$28,500.00			0.00		\$0.00	\$0.00	\$3,526.92	\$24,973.08	12.38%	\$24,973.08	\$352.69			
13	1/2" - 3/4" RCP	300 LF		\$120.00	\$36,000.00			0.00		\$0.00	\$0.00	\$6,094.60	\$6,094.60	16.93%	\$29,905.40	\$604.66			
14	Energy Discharge	1 EA		\$20,000.00	\$20,000.00			0.00		\$0.00	\$0.00	\$0.00	\$20,000.00		\$0.00	\$0.00			
15	Steel/Concrete Bag Trench - 3/4" Depth	160 LF		\$7.00	\$9,120.00			0.00		\$0.00	\$0.00	\$0.00	\$9,120.00		\$0.00	\$0.00			
16	Rock Riprap	180 SF		\$162.00	\$29,160.00			0.00		\$0.00	\$0.00	\$0.00	\$29,160.00		\$0.00	\$0.00			
17	Rebar/Steel	3000 SF		\$3.75	\$11,250.00			0.00		\$0.00	\$0.00	\$0.00	\$11,250.00		\$0.00	\$0.00			
18	Test/Reinforcement Mat under Sid	1000 SF		\$3.20	\$3,200.00			0.00		\$0.00	\$0.00	\$0.00	\$3,200.00		\$0.00	\$0.00			
19	Warning for 90 days	1 LS		\$8,500.00	\$8,500.00			0.00		\$0.00	\$0.00	\$0.00	\$8,500.00		\$0.00	\$0.00			
<b>GRAND TOTALS</b>											\$412,747.00		\$412,747.00		\$17,546.66	\$396,679.66	21%	\$334,071.35	\$196,679.66

Users may obtain validation of this document by requesting of the license a completed AIA Document G703 - Certification of Document's Authenticity

Must provide Cancelled check or Electronic Fund Transfer  
Documenting invoice has been paid.

<b>APPLICATION AND CERTIFICATION FOR PAYMENT</b>		<b>AIA DOCUMENT G702</b>		PAGE ONE OF _____ PAGES	
TO OWNER: Town of Gators		PROJECT: Spurrer Canal	APPLICATION NO: 2	Distribution to:	
FROM CONTRACTOR: AL E. Gator Construction, Inc.		VIA ARCHITECT:	PERIOD FROM: 8/1/2019	<input checked="" type="checkbox"/>	OWNER
			PERIOD TO: 8/30/2019	<input type="checkbox"/>	ARCHITECT
			PROJECT NOS:	<input type="checkbox"/>	CONTRACTOR
			CONTRACT DATE: 6/15/2019	<input type="checkbox"/>	

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
 Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 432,747.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 432,747.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 237,094.21
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 23,709.92
b. _____ % of Stored Material (Column F on G703)	\$ Included in above
Total Retainage (Lines 5a + 5b or Total in Column L of G703)	\$ 23,709.92
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 213,344.29
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 88,898
8. CURRENT PAYMENT DUE	\$ 124,526.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 219,402.71

CHARGE ORDER NUMBER	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 The undersigned Architect certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of \_\_\_\_\_ County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observation and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and order. Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5002  
 AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - © 1992  
 Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

# Sponsor's EWP Guide

## CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 9/2/2019  
 PERIOD TO: 8/30/2019  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C Qty	D Unit	E Unit Price (\$)	F SCHEDULED VALUE (\$)	G Previous Invoices	H Current Invoices	I Total	J WORK COMPLETED		L MATERIALS STORED (NOT IN JOB IN)	M TOTAL COMPLETED AND STORED TO DATE (\$K±L)	N % (M÷F)	O BALANCE TO FINISH (F-M)	P RETAINAGE
									FROM PREVIOUS APPLICATION (J+K)	THIS PERIOD					
1	Mobilization/Demobilization	1	LS	\$28,000.00	\$28,000.00	1.00		1.00	\$28,000.00	\$28,000.00		\$28,000.00	100.00%	\$0.00	\$2,800.00
2	Erosion Control Measures	1	LS	\$4,200.00	\$4,200.00	1.00		1.00	\$4,200.00	\$4,200.00		\$4,200.00	100.00%	\$0.00	\$420.00
3	Asphalt Paving & Curb Repair	1	LS	\$33,657.00	\$33,657.00	1.00		1.00	\$33,657.00	\$33,657.00		\$33,657.00	100.00%	\$0.00	\$3,365.70
4	Drainage Inlet Removal	2	EA	\$3,000.00	\$6,000.00	0.00		0.00	\$0.00	\$0.00		\$0.00	0.00%	\$6,000.00	\$0.00
5	Drainage Pipe Removal	300	LF	\$36.00	\$10,800.00	120.00		120.00	\$4,320.00	\$0.00		\$4,320.00	40.00%	\$6,480.00	\$432.00
6	Pipe Support Removal	1	LS	\$1,000.00	\$1,000.00	1.00		1.00	\$1,000.00	\$1,000.00		\$1,000.00	100.00%	\$0.00	\$100.00
7	Clearing and Grubbing	3000	ST	\$12.87	\$38,610.00	3000.00		3000.00	\$38,610.00	\$0.00		\$38,610.00	100.00%	\$0.00	\$3,861.00
8	Excavation, including Hand-off	1000	CT	\$13.20	\$13,200.00	1000.00		1000.00	\$13,200.00	\$0.00		\$13,200.00	100.00%	\$0.00	\$1,320.00
9	Fill - Truck Measure	6700	CT	\$16.50	\$110,550.00	2398.00		2398.00	\$39,567.00	\$0.00		\$39,567.00	35.79%	\$70,983.00	\$3,956.70
10	Demolition	1	LS	\$5,000.00	\$5,000.00	1.00		1.00	\$5,000.00	\$0.00		\$5,000.00	100.00%	\$0.00	\$500.00
11	Label/Bottom, D Klaser, Truss Top	2	EA	\$12,000.00	\$24,000.00	0.66		1.00	\$7,924.13	\$12,000.00		\$19,924.13	83.02%	\$4,075.87	\$1,992.41
12	Function Box	3	EA	\$9,500.00	\$28,500.00	0.37		0.54	\$3,326.92	\$15,473.08		\$19,000.00	66.67%	\$9,500.00	\$1,900.00
13	Pipe - 36" RCP	300	LF	\$120.00	\$36,000.00	50.79		214.45	\$6,094.60	\$28,133.48		\$34,228.08	95.08%	\$1,771.92	\$3,422.81
14	Emergency Dispenser	1	EA	\$30,000.00	\$30,000.00	1.00		1.00	\$30,000.00	\$30,000.00		\$30,000.00	100.00%	\$0.00	\$3,000.00
15	Small Cement Bag Trench - 36" Depth	160	LF	\$57.00	\$9,120.00	0.00		0.00	\$0.00	\$0.00		\$0.00	0.00%	\$9,120.00	\$0.00
16	Rock Riprap	180	ST	\$162.00	\$29,160.00	0.00		0.00	\$0.00	\$0.00		\$0.00	0.00%	\$29,160.00	\$0.00
17	Balustris Sod	3000	ST	\$3.75	\$11,250.00	0.00		0.00	\$0.00	\$0.00		\$0.00	0.00%	\$11,250.00	\$0.00
18	Tree/Randomment Mat under Sod	1000	ST	\$5.20	\$5,200.00	0.00		0.00	\$0.00	\$0.00		\$0.00	0.00%	\$5,200.00	\$0.00
19	Wheriting for 90 days	1	LS	\$8,500.00	\$8,500.00	0.00		0.00	\$0.00	\$0.00		\$0.00	0.00%	\$8,500.00	\$0.00
<b>GRAND TOTALS</b>					<b>\$432,247.00</b>				<b>\$98,675.66</b>	<b>\$138,373.56</b>	<b>\$0.00</b>	<b>\$237,049.21</b>	<b>55%</b>	<b>\$195,697.79</b>	<b>\$23,704.92</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Must provide Cancelled check or Electronic Fund Transfer  
Documenting invoice has been paid.

<b>APPLICATION AND CERTIFICATION FOR PAYMENT</b>		AIA DOCUMENT G702	PAGE ONE OF	PAGES
TO OWNER: Town of Gators		PROJECT: <b>Sprinter Canal</b>	APPLICATION NO: 3	Distribution to:
FROM CONTRACTOR: <b>AL E. Gator Construction, Inc.</b>		VIA ARCHITECT:	PERIOD FROM: 9/1/2019	<input checked="" type="checkbox"/> OWNER
			PERIOD TO: 9/30/2019	<input type="checkbox"/> ARCHITECT
			PROJECT NOS:	<input type="checkbox"/> CONTRACTOR
			CONTRACT DATE: 6/15/2019	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 432,747.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 432,747.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 385,653.08
5. RETAINAGE:	
a. 10 % of Completed Work	\$ 38,563.51
b. _____ % of Stored Material	\$ _____
(Column D + E on G703)	Included in above
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column L of G703)	\$ 38,563.51
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 347,071.57
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 213,344.29
8. CURRENT PAYMENT DUE	\$ 133,727.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 85,675.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ Country of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.)*

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G702  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292  
 Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.

# Sponsor's EWP Guide

## CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3  
 APPLICATION DATE: 9/1/2019  
 PERIOD TO: 9/30/2019  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C Qty	D Unit	E Unit Price (\$)	F SCHEDULED VALUE (\$)	G Previous Invoices	H Current Invoices	I Total	J WORK COMPLETED		L MATERIALS STORED (NOT IN JOB IS)	M TOTAL COMPLETED AND STORED TO DATE (J+K+L)	N % (M-F)	O BALANCE TO FINISH (F-M)	P RETAINAGE 10%
									K FROM PREVIOUS APPLICATION (J+I)	N THIS PERIOD					
1	Modification/Demolition	1	LS	\$28,000.00	\$28,000.00	1.00		1.00	\$28,000.00	\$0.00		\$28,000.00	100.00%	\$0.00	\$28,000.00
2	Erosion Control Measures	1	LS	\$4,200.00	\$4,200.00	1.00		1.00	\$4,200.00	\$0.00		\$4,200.00	100.00%	\$0.00	\$4,200.00
3	Asphalt Paving & Curb Repair	1	LS	\$33,657.00	\$33,657.00			0.00	\$0.00	\$0.00		\$0.00	0.00%	\$33,657.00	\$0.00
4	Drainage Inlet Removal	2	EA	\$3,000.00	\$6,000.00			2.00	\$0.00	\$6,000.00		\$6,000.00	100.00%	\$0.00	\$6,000.00
5	Drainage Pipe Removal	300	LF	\$36.00	\$10,800.00	120.00		300.00	\$4,200.00	\$6,600.00		\$10,800.00	100.00%	\$0.00	\$1,080.00
6	Pipe Support Removal	1	LS	\$1,000.00	\$1,000.00	1.00		1.00	\$1,000.00	\$0.00		\$1,000.00	100.00%	\$0.00	\$1,000.00
7	Cleaning and Grubbing	3000	ST	\$17.87	\$53,610.00	3000.00		3000.00	\$38,610.00	\$0.00		\$38,610.00	100.00%	\$0.00	\$3,861.00
8	Excavation, including Haul-off	1000	CT	\$13.20	\$13,200.00	1000.00		1000.00	\$13,200.00	\$0.00		\$13,200.00	100.00%	\$0.00	\$1,320.00
9	Fill - Truck Measure	6700	CT	\$16.50	\$110,550.00	2398.00		4302.00	\$9,567.00	\$70,983.00		\$110,550.00	100.00%	\$0.00	\$11,055.00
10	Demolition	1	LS	\$5,000.00	\$5,000.00	1.00		1.00	\$5,000.00	\$0.00		\$5,000.00	100.00%	\$0.00	\$5,000.00
11	Inlet-1 Bottom, D Riser, Trms Top	2	EA	\$12,000.00	\$24,000.00	1.66		0.34	\$19,924.13	\$4,075.87		\$24,000.00	100.00%	(\$0.00)	\$2,400.00
12	Junction Box	3	EA	\$9,500.00	\$28,500.00	2.00		1.00	\$19,000.00	\$9,500.00		\$28,500.00	100.00%	\$0.00	\$2,850.00
13	Pipe - 36" RCP	300	LF	\$120.00	\$36,000.00	285.23		300.00	\$34,228.08	\$0.00		\$34,228.08	95.08%	\$1,771.92	\$3,421.81
14	Energy Dissipator	1	EA	\$30,000.00	\$30,000.00	1.00		1.00	\$30,000.00	\$0.00		\$30,000.00	100.00%	\$0.00	\$3,000.00
15	Sand/Cement Bag Towall - 36" Depth	180	LF	\$77.00	\$9,120.00	180.00		180.00	\$9,120.00	\$0.00		\$9,120.00	100.00%	\$0.00	\$912.00
16	Rock Riprap	180	ST	\$162.00	\$29,160.00	121.00		121.00	\$19,602.00	\$0.00		\$19,602.00	67.22%	\$9,558.00	\$1,960.20
17	Ballast Sod	3000	ST	\$3.75	\$11,250.00	3000.00		3000.00	\$11,250.00	\$0.00		\$11,250.00	100.00%	\$0.00	\$1,125.00
18	Turf/Restoration Mat under Sod	1000	ST	\$5.20	\$5,200.00	1000.00		1000.00	\$5,200.00	\$0.00		\$5,200.00	100.00%	\$0.00	\$520.00
19	Waiting for 90 days	1	LS	\$8,500.00	\$8,500.00			0.75	\$0.00	\$6,375.00		\$6,375.00	75.00%	\$2,125.00	\$637.50
<b>GRAND TOTALS</b>					<b>\$427,470.00</b>				<b>\$237,949.21</b>	<b>\$148,526.87</b>	<b>\$0.00</b>	<b>\$386,476.08</b>	<b>89%</b>	<b>\$47,111.92</b>	<b>\$38,568.51</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Must provide Cancelled check or Electronic Fund Transfer  
Documenting invoice has been paid.

<b>APPLICATION AND CERTIFICATION FOR PAYMENT</b>		<b>AIA DOCUMENT G702</b>	<b>APPLICATION NO: 4</b>	<b>PAGE ONE OF 4 PAGES</b>
TO OWNER: Town of Gators		PROJECT: Spurrer Canal		Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: <b>AL E Gator Construction, Inc.</b>		VIA ARCHITECT:		
		PERIOD FROM: 10/1/2019		
		PERIOD TO: 10/31/2019		
		PROJECT NOS:		
		CONTRACT DATE: 6/15/2019		

  

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract: Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 432,747.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 432,747.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 432,747.00
5. RETAINAGE:	
a. <u>10</u> % of Completed Work	\$ 43,274.70
b. (Column D + E on G703)	
% of Stored Material	\$ Included in above
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 43,274.70
6. TOTAL EARNED LESS RETAINAGE	\$ 389,472.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 347,011.57
8. CURRENT PAYMENT DUE	\$ 42,460.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 43,274.70

  

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ Country of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# Sponsor's EWP Guide

## CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 05 OF 06/08

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certificate is attached.

In tabulation below, amounts are stated in the nearest dollar.

Use Column I on Contracts where visible retaining for the items may apply.

APPLICATION NO: 4  
 APPLICATION DATE: 10/1/2019  
 PERIOD TO: 10/31/2019  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C QTY	D UNIT	E UNIT PRICE (\$)	F SCHEDULED VALUE (\$)	G PREVIOUS INVOICES	H CURRENT INVOICES	I TOTAL	J WORK COMPLETED		L MATERIALS PRESENTLY STORED (NOT IN JOB)	M TOTAL COMPLETED AND STORED TO DATE (J+K)	N % (M+I)	O BALANCE TO FINISH (I-M)	P RETAINAGE 10%
									K THIS PERIOD	L APPLICATION (J+K)					
1	Mechanical/Plumbing	1 LS		\$28,000.00	\$28,000.00			1.00		\$28,000.00		\$28,000.00	100.00%	\$0.00	\$2,800.00
2	Eviction Control Measures	1 LS		\$4,200.00	\$4,200.00			1.00		\$4,200.00		\$4,200.00	100.00%	\$0.00	\$420.00
3	Asphalt Paving & Curb Repair	1 LS		\$33,657.00	\$33,657.00		1.00	1.00		\$33,657.00		\$33,657.00	100.00%	\$0.00	\$3,365.70
4	Drainage Pipe Removal	2 EA		\$3,000.00	\$6,000.00			2.00		\$6,000.00		\$6,000.00	100.00%	\$0.00	\$600.00
5	Drainage Pipe Removal	300 LF		\$6.00	\$1,800.00			300.00		\$1,800.00		\$1,800.00	100.00%	\$0.00	\$180.00
6	Pipe Support Removal	1 LS		\$1,000.00	\$1,000.00			1.00		\$1,000.00		\$1,000.00	100.00%	\$0.00	\$100.00
7	Cleaning and Grouting	3000 SF		\$12.87	\$38,610.00			3000.00		\$38,610.00		\$38,610.00	100.00%	\$0.00	\$3,861.00
8	Excavation, including Backfill	1000 CY		\$13.20	\$13,200.00			1000.00		\$13,200.00		\$13,200.00	100.00%	\$0.00	\$1,320.00
9	Fill - Truck Measure	6700 CY		\$16.50	\$110,550.00			6700.00		\$110,550.00		\$110,550.00	100.00%	\$0.00	\$11,055.00
10	Demolishing	1 LS		\$5,000.00	\$5,000.00			1.00		\$5,000.00		\$5,000.00	100.00%	\$0.00	\$500.00
11	Label Bottom, D Base, Ties Top	2 EA		\$12,000.00	\$24,000.00			2.00		\$24,000.00		\$24,000.00	100.00%	\$0.00	\$2,400.00
12	Foundation Box	3 EA		\$9,500.00	\$28,500.00			3.00		\$28,500.00		\$28,500.00	100.00%	\$0.00	\$2,850.00
13	Pipe - 36" RCP	300 LF		\$120.00	\$36,000.00		285.23	14.77		\$34,228.08		\$1,771.92	100.00%	\$0.00	\$1,600.00
14	Energy Dissipater	1 EA		\$30,000.00	\$30,000.00			1.00		\$30,000.00		\$30,000.00	100.00%	\$0.00	\$3,000.00
15	Sand/Cement Bag Trench - 36" Depth	160 LF		\$57.00	\$9,120.00			160.00		\$9,120.00		\$9,120.00	100.00%	\$0.00	\$912.00
16	Rock Riprap	180 SF		\$162.00	\$29,160.00			180.00		\$19,602.00		\$9,558.00	100.00%	\$0.00	\$2,916.00
17	Rebar/Rein. Sd	3000 SF		\$3.75	\$11,250.00			3000.00		\$11,250.00		\$11,250.00	100.00%	\$0.00	\$1,125.00
18	Test/Restoration Mat under Sd	1000 SF		\$5.20	\$5,200.00			1000.00		\$5,200.00		\$5,200.00	100.00%	\$0.00	\$520.00
19	Blending for 90 days	1 LS		\$8,500.00	\$8,500.00		0.75	0.25		\$6,750.00		\$1,750.00	100.00%	\$0.00	\$850.00
<b>GRAND TOTALS</b>					\$482,747.00					\$385,658.08		\$47,118.92	100%	(\$809)	\$48,274.70

Users may obtain validation of this document by requesting of the licensee a completed AIA Document G703 - Certification of Document's Authenticity

Must provide Cancelled check or Electronic Fund Transfer  
Documenting invoice has been paid.

APPLICATION AND CERTIFICATION FOR PAYMENT			AIA DOCUMENT G702	PAGE ONE OF _____ PAGES
TO OWNER: Town of Gators		PROJECT: Spurrer Canal		APPLICATION NO.: 5- Retainage
FROM CONTRACTOR: AL E Gator Construction, Inc.		VIA ARCHITECT:		PERIOD FROM: 11/1/2019
				PERIOD TO: 11/30/2019
				PROJECT NOS: _____
				CONTRACT DATE: 6/15/2019

  

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract: \_\_\_\_\_  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 432,747.00
2. Net change by Change Order	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 432,747.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 432,747.00
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	\$ 432,747.00
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column L of G703)	\$ 43,274.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 389,472.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 389,472.30
8. CURRENT PAYMENT DUE	\$ 43,274.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

  

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	\$ _____

  

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ Country of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION, AIA - G702  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-5020  
 Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.

# Sponsor's EWP Guide

## CONTINUATION SHEET

AIA DOCUMENT G703

NAME OF FUND

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In addition below, amounts are stated in the general dollar.

Use Column I on Continues where variable exchange for the items may apply.

APPLICATION NO. 5 - Heritage  
 APPLICATION DATE 11/4/2019  
 PERIOD TO 11/30/2019  
 ARCHITECT'S PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C Qty	D Unit	E Unit Price (\$)	F SCHEDULED VALUE (\$)	G Previous Invoices Invoiced	H Current Invoices	I Total	J WORK COMPLETED		L MATERIALS PRESENTLY STORED (NOT IN LOCK)	M TOTAL COMPLETED AND STORED TO DATE (H+I+L)	N % (M+J)	O BALANCE TO FINISH (F-M)	P RETAINAGE 10%
									FROM PREVIOUS APPLICATION (F+K)	THIS PERIOD					
1	Installation/Demolition	1	LS	\$28,000.00	\$28,000.00	1.00		1.00	\$28,000.00	\$0.00		\$28,000.00	100.00%	\$0.00	\$2,800.00
2	Erosion Control Measures	1	LS	\$4,200.00	\$4,200.00	1.00		1.00	\$4,200.00	\$0.00		\$4,200.00	100.00%	\$0.00	\$420.00
3	Asphalt Paving & Curb Repair	1	LS	\$33,657.00	\$33,657.00	1.00		1.00	\$33,657.00	\$0.00		\$33,657.00	100.00%	\$0.00	\$3,365.70
4	Change Rate Removal	2	EA	\$6,000.00	\$6,000.00	2.00		2.00	\$6,000.00	\$0.00		\$6,000.00	100.00%	\$0.00	\$600.00
5	Change Pipe Removal	300	LF	\$6.00	\$1,800.00	300.00		300.00	\$1,800.00	\$0.00		\$1,800.00	100.00%	\$0.00	\$1,800.00
6	Pipe Support Removal	1	LS	\$1,000.00	\$1,000.00	1.00		1.00	\$1,000.00	\$0.00		\$1,000.00	100.00%	\$0.00	\$100.00
7	Chimney and Chimney	3000	ST	\$12.87	\$38,610.00	3000.00		3000.00	\$38,610.00	\$0.00		\$38,610.00	100.00%	\$0.00	\$3,861.00
8	Excavation, including Head-off	1000	CY	\$13.20	\$13,200.00	1000.00		1000.00	\$13,200.00	\$0.00		\$13,200.00	100.00%	\$0.00	\$1,320.00
9	Fill - Truck Measure	6700	CY	\$16.50	\$110,550.00	6700.00		6700.00	\$110,550.00	\$0.00		\$110,550.00	100.00%	\$0.00	\$11,055.00
10	Dewatering	1	LS	\$5,000.00	\$5,000.00	1.00		1.00	\$5,000.00	\$0.00		\$5,000.00	100.00%	\$0.00	\$500.00
11	Under-Drains, D-Riser, Truss Top	2	EA	\$12,000.00	\$24,000.00	2.00		2.00	\$24,000.00	\$0.00		\$24,000.00	100.00%	(\$0.00)	\$2,400.00
12	Underdrain Box	3	EA	\$9,500.00	\$28,500.00	3.00		3.00	\$28,500.00	\$0.00		\$28,500.00	100.00%	\$0.00	\$2,850.00
13	Pipe - 36" RCP	300	LF	\$120.00	\$36,000.00	300.00		300.00	\$36,000.00	\$0.00		\$36,000.00	100.00%	\$0.00	\$3,600.00
14	Energy Dissipator	1	EA	\$10,000.00	\$10,000.00	1.00		1.00	\$10,000.00	\$0.00		\$10,000.00	100.00%	\$0.00	\$1,000.00
15	Structural Bag Trenchal - 36" Depth	180	LF	\$37.00	\$6,660.00	180.00		180.00	\$6,660.00	\$0.00		\$6,660.00	100.00%	\$0.00	\$672.00
16	Soil Strip	180	SY	\$162.00	\$29,160.00	180.00		180.00	\$29,160.00	\$0.00		\$29,160.00	100.00%	\$0.00	\$2,916.00
17	Rebar/Sand	3000	SY	\$3.75	\$11,250.00	3000.00		3000.00	\$11,250.00	\$0.00		\$11,250.00	100.00%	\$0.00	\$1,125.00
18	Top Reinforcement Mat under Soil	1000	SY	\$5.20	\$5,200.00	1000.00		1000.00	\$5,200.00	\$0.00		\$5,200.00	100.00%	\$0.00	\$520.00
19	Wearing for 90 days	1	LS	\$8,500.00	\$8,500.00	1.00		1.00	\$8,500.00	\$0.00		\$8,500.00	100.00%	\$0.00	\$850.00
<b>GRAND TOTALS</b>					\$421,747.00			\$421,747.00		\$421,747.00	\$0.00	\$421,747.00	100%	(\$0.00)	\$42,174.70

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Must provide Cancelled check or Electronic Fund Transfer  
Documenting invoice has been paid.

Sponsor In-Kind Construction Costs



# Sponsor's EWP Guide

<b>INVOICE</b>	<b>0005</b>		
15 August 2019		<b>10,395.00</b>	
<b>PAYMENT DUE BY: 30 August 2019</b>			
<b>Alberta Gator</b> Town of Gators Public Works 100 Swamp Road Gainesville, FL 55554		<b>Town of Gators Solid Waste</b> 100 Citrus Grove Road Gainesville, Florida 55554	
QUANTITY	DETAILS	UNIT PRICE	LINE TOTAL
100	Waterway vegetative debris yd <sup>3</sup>	16.50	1,650.00
100	Waterway vegetative debris yd <sup>3</sup>	16.50	1,650.00
50	Waterway vegetative debris yd <sup>3</sup>	16.50	825.00
75	Waterway vegetative debris yd <sup>3</sup>	16.50	1,237.50
50	Waterway vegetative debris yd <sup>3</sup>	16.50	825.00
60	Waterway vegetative debris yd <sup>3</sup>	16.50	990.00
45	Waterway vegetative debris yd <sup>3</sup>	16.50	742.50
75	Waterway vegetative debris yd <sup>3</sup>	16.50	1,237.50
75	Waterway vegetative debris yd <sup>3</sup>	16.50	1,237.50
		Discount	
		Net Total	\$10,395.00
		Tax	
		<b>USD TOTAL</b>	<b>\$10,395.00</b>
<b>PAYMENT DETAILS</b>		<b>OTHER INFORMATION</b>	
Name of Beneficiary:	Town of Gators Solid Waste		
Name of Bank:	Bank of Albert Gator	Phone: 352-555-5555	
Address of Bank:	120 Swamp Blvd. Gainesville, Florida 55555		
Account Number:	1234567		
Routing Number (SWIFT Code)	9876543210		
Payment Reference:	0005		
<b>PAYMENT SHOULD BE MADE BY BANK TRANSFER OR CHECK MADE PAYABLE TO ADVENTURE WORKS.</b>			

Must provide Cancelled check or Electronic Fund Transfer  
Documenting invoice has been paid.

**In-Kind Technical Assistance**



# Sponsor's EWP Guide

## Seminole Engineering

100 FSU BLVD

P: 850-555-5555

Tallahassee, Florida 32309

F: 850-555-5556

Bill To: Town of Gators  
Address: 100 Swamp Road  
Gators, Florida 32304

Phone: 352-555-5555

Fax: 352-555-5556

Billing Period: 10/1/2019

Invoice #: 1

Invoice Date: 10/31/2019

to 10/30/2019

Invoice For:

Item #	Total Fee	Percent Complete	Amount Due	Less Previously Billed	Price
Survey for Design	\$ 4,360.00	100%	\$ 4,360.00		\$ 4,360.00
Design for Repairs/Reconstruction	\$ 14,540.00	100%	\$ 14,540.00		\$ 14,540.00
Bidding Assistance	\$ 5,320.00	100%	\$ 5,320.00		\$ 5,320.00
Construction Administration	\$ 12,320.00	50%	\$ 6,160.00		\$ 6,160.00
Construction Survey Services Allowances	\$ 7,150.00	60%	\$ 4,290.00		\$ 4,290.00
Geotechnical Survey Allowance	\$ 5,000.00	70%	\$ 3,500.00		\$ 3,500.00
Deliverables/Reimbursable Allowance	\$ 2,500.00	0%	\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
<b>Invoice Subtotal</b>					<b>\$ 38,170.00</b>
<b>Tax Rate</b>					
<b>Sales Tax</b>					\$ -
<b>Other</b>					
<b>Deposit Received</b>					
<b>TOTAL</b>					<b>\$ 38,170.00</b>

Make all checks payable to Seminole Engineering.  
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

Must provide Cancelled check or Electronic Fund Transfer  
Documenting invoice has been paid.

# Sponsor's EWP Guide

## Seminole Engineering

100 FSU BLVD

P: 850-555-5555

Tallahassee, Florida 32309

F: 850-555-5556

Bill To: Town of Gators  
Address: 100 Swamp Road  
Gators, Florida 32304

Phone: 352-555-5555

Fax: 352-555-5556

Billing Period:

Invoice #: 2

Invoice Date: 12/31/2019

to 12/30/2019

Invoice For:

Item #	Total Fee	Percent Complete	Amount Due	Less Previously Billed	Price
Survey for Design	\$ 4,360.00	100%	\$ 4,360.00	\$ 4,360.00	\$ -
Design for Repairs/Reconstruction	\$ 14,540.00	100%	\$ 14,540.00	\$ 14,540.00	\$ -
Bidding Assistance	\$ 5,320.00	100%	\$ 5,320.00	\$ 5,320.00	\$ -
Construction Administration	\$ 12,320.00	100%	\$ 12,320.00	\$ 6,160.00	\$ 6,160.00
Construction Survey Services Allowances	\$ 7,150.00	70%	\$ 5,005.00	\$ 4,290.00	\$ 715.00
Geotechnical Survey Allowance	\$ 5,000.00	70%	\$ 3,500.00	\$ 3,500.00	\$ -
Deliverables/Reimbursable Allowance	\$ 2,500.00	11%	\$ 275.00		\$ 275.00
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -

Invoice Subtotal \$ 7,150.00

Tax Rate	
Sales Tax	\$ -
Other	
Deposit Received	
<b>TOTAL</b>	<b>\$ 7,150.00</b>

Make all checks payable to Seminole Engineering.  
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

Must provide Cancelled check or Electronic Fund Transfer  
Documenting invoice has been paid.

# Sponsor's EWP Guide

SPONSOR NAME: Town of Gators						
AGREEMENT / CONTRACT # 123-45-6789						
ITEM NO.	EMPLOYEE NAME, TYPE & DESCRIPTION OF EQUIPMENT, ETC.	UNIT PRICE (UP)	QUANTITY PERFORMED (QP)	COST TO DATE (UP x QP)	WEEKDAY REPORT NO.	START DATE
1	Daniel Mullens	\$80.00	8.50	\$760.00	Hours worked	
2	Bobby Bowden	\$50.00	8.50	\$425.00	Hours worked	
3	Steven Spunter	\$50.00	20.00	\$1,000.00	Hours worked	
4	William Taggart	\$80.00	25.00	\$1,500.00	Hours worked	
5	Nicholas Saban	\$100.00	14.00	\$1,400.00	Hours worked	
6			0.00	\$0.00	Hours worked	
7			0.00	\$0.00	Hours worked	
8			0.00	\$0.00	Hours worked	
9			0.00	\$0.00	Hours worked	
10			0.00	\$0.00	Hours worked	
11			0.00	\$0.00	Hours worked	
12			0.00	\$0.00	Hours worked	
13			0.00	\$0.00	Hours worked	
14			0.00	\$0.00	Hours worked	
15			0.00	\$0.00	Hours worked	
16			0.00	\$0.00	Hours worked	
17			0.00	\$0.00	Hours worked	
18			0.00	\$0.00	Hours worked	
19			0.00	\$0.00	Hours worked	
20			0.00	\$0.00	Hours worked	
21			0.00	\$0.00	Hours worked	
22			0.00	\$0.00	Hours worked	
23			0.00	\$0.00	Hours worked	
24			0.00	\$0.00	Hours worked	
25			0.00	\$0.00	Hours worked	
26			0.00	\$0.00	Hours worked	
27			0.00	\$0.00	Hours worked	
28			0.00	\$0.00	Hours worked	
29			0.00	\$0.00	Hours worked	
30			0.00	\$0.00	Hours worked	
TOTAL \$ FOR DAY				77.00	\$5,085.00	TOTAL \$ TO DATE

Note: These cells contain formulas and are locked.

I certify that, to the best of my knowledge, that the costs on this spreadsheet are eligible for reimbursement under the NRCS project agreement. I have examined and certify that the costs are correct."

Signed: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Sponsor must some type of log to support employee hours similar to this example. Sponsor must sign statement certifying the Sponsor employees hours are eligible for reimbursement.



# Sponsor's EWP Guide

SPONSOR NAME/Town of Gators												
AGREEMENT / CONTRACT # 123-45-6789												
ITEM NO.	EMPLOYEE NAME TYPE & DESCRIPTION OF EQUIPMENT, ETC.	UNIT PRICE (UP)	QUANTITY PERFORMED (QP)	COST TO DATE UP x QP	WEEKDAY	Fr	Sat	Sun	Mon	Tue	Wed	
					REPORT NO.	START DATE	7	8	9	10	11	12
1	Daniel Mulens	\$90.00	8.50	\$765.00	Hours worked	4.00				1.00	1.00	0.50
2	Bobby Bowden	\$50.00	8.50	\$425.00	Hours worked	1.00						0.50
3	Steven Spunter	\$50.00	20.00	\$1,000.00	Hours worked	3.00				3.00		8.00
4	William Taggart	\$80.00	25.00	\$1,500.00	Hours worked	2.00				4.00		6.00
5	Nicholas Scharf	\$100.00	14.00	\$1,400.00	Hours worked	1.00				6.00		3.00
6			0.00	\$0.00	Hours worked							
7			0.00	\$0.00	Hours worked							
8			0.00	\$0.00	Hours worked							
9			0.00	\$0.00	Hours worked							
10			0.00	\$0.00	Hours worked							
11			0.00	\$0.00	Hours worked							
12			0.00	\$0.00	Hours worked							
13			0.00	\$0.00	Hours worked							
14			0.00	\$0.00	Hours worked							
15			0.00	\$0.00	Hours worked							
16			0.00	\$0.00	Hours worked							
17			0.00	\$0.00	Hours worked							
18			0.00	\$0.00	Hours worked							
19			0.00	\$0.00	Hours worked							
20			0.00	\$0.00	Hours worked							
21			0.00	\$0.00	Hours worked							
22			0.00	\$0.00	Hours worked							
23			0.00	\$0.00	Hours worked							
24			0.00	\$0.00	Hours worked							
25			0.00	\$0.00	Hours worked							
26			0.00	\$0.00	Hours worked							
27			0.00	\$0.00	Hours worked							
28			0.00	\$0.00	Hours worked							
29			0.00	\$0.00	Hours worked							
30			0.00	\$0.00	Hours worked							
Note: These cells are for data entry.					TOTAL \$ FOR DAY	\$740.00	\$0.00	\$0.00	\$1,040.00	\$180.00	\$1,125.00	
Note: These cells contain formulas and are locked.					TOTAL \$ TO DATE	\$2,740.00	\$2,740.00	\$2,740.00	\$3,780.00	\$3,960.00	\$5,085.00	

\*I certify that, to the best of my knowledge, that the costs on this spreadsheet are eligible for reimbursement under the NRCS project agreement. I have examined and verify that the costs are correct.\*

Signed: \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_

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# Sponsor's EWP Guide

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## Appendix Q – Sample Quality Assurance Plan

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### 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.

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## Sponsor's EWP Guide

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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.

# Sponsor's EWP Guide

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## 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

<b>Item</b>	<b>Inspector</b>
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.

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# Sponsor's EWP Guide

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## 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 digital. 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.

## Sponsor's EWP Guide

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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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# Sponsor's EWP Guide

## Appendix R – Sample Bi-Weekly Progress Report

United States Department of Agriculture, Natural Resources Conservation Service  
Emergency Watershed Protection (EWP) Program  
Bi – Weekly Progress Report

**Sponsor Name:** [Click or tap here to enter Sponsor Name.](#)

**Agreement Number:** [Click or tap here to enter Agreement Number.](#)

**Reporting Period:** [Click or tap here to enter text](#) to [Click or tap here to enter text](#).

**Report Number:** [Click or tap here to enter text](#).

**Work Accomplished for the Reporting Period:**

Contractor started mobilizing and building the coffer dam. The contractor has mobilized on site with equipment, tool shed, concrete forms and materials, the coffer dam is complete, the turbidity barriers are in place, the by-pass flow channel has been dug around the coffer dam, and the steel sheet piling was delivered.

**Technical Onsite Inspections:**

Onsite inspections occurred during mobilization, during construction of the coffer dam, and excavation of the bypass channel. The plans were reviewed with the job site foreman, the construction staking was reviewed and the benchmarks were checked for the correct elevations in NGVD 29 Vertical Datum.

**Work to Planned to be Accomplished During the Next Reporting Period:**

The contractor is planning to begin installing sheet piling. The weir gates will be ordered and fabricated. Rock riprap will be delivered and stockpiled on-site. Once the sheet piling have been set to grade, excavations will be made and slopes prepared for rock riprap placement.

**Results of Materials Tests (if applicable):**

[Click or tap here to enter text.](#)

**Deficient Work Products and/or Tests with Corrective Action (if applicable):**

[Click or tap here to enter text.](#)

**Anticipated Modifications (if applicable):**

[Click or tap here to enter text.](#)

**Technical Problems Encountered (if applicable):**

[Click or tap here to enter text.](#)

**Contractual Issues and Relevant Information:**

[Click or tap here to enter text.](#)

Bi – weekly Progress Report

1 of 1

Date Prepared: [Click or tap here to](#)

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# Sponsor's EWP Guide

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## Appendix S – Sample Operation and Maintenance Plan

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

### OPERATION AND MAINTENANCE NEEDS

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

#### I. VEGETATION

##### A. Weed and Brush Control

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

##### B. Insect and Disease Control

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

##### C. 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

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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.

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## 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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