

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

06/06/2017

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Fort Bend County

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

74-6001969

*** c. Organizational DUNS:**

0814970750000

d. Address:

*** Street1:**

301 Jackson Street

Street2:

*** City:**

Richmond

County/Parish:

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

77469-3108

e. Organizational Unit:

Department Name:

Drainage District

Division Name:

Maintenance/Construction

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

Prefix:

Mr.

*** First Name:**

Mark

Middle Name:

*** Last Name:**

Vogler

Suffix:

Title:

County Judge

Organizational Affiliation:

Fort Bend County Drainage District

*** Telephone Number:**

281-342-2863

Fax Number:

281-342-9130

*** Email:**

mark.vogler@fortbendcountytx.gov

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

USDA, Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

10.923

CFDA Title:

Emergency Watershed Protection Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Fort Bend County Emergency Watershed Protection FY17 Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant 9, 22

* b. Program/Project 22

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 06/06/2017

* b. End Date: 12/22/2017

18. Estimated Funding (\$):

* a. Federal	3,006,300.00
* b. Applicant	
* c. State	
* d. Local	911,000.00
* e. Other	
* f. Program Income	
* g. TOTAL	3,917,300.00

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Mr. * First Name: Robert

Middle Name: E.

* Last Name: Hebert

Suffix:

* Title: County Judge

* Telephone Number: 281-341-8608 Fax Number: 281-341-8609

* Email: county.judge@fortbendcountytexas.gov

* Signature of Authorized Representative: * Date Signed: 06/06/2017

BUDGET INFORMATION - Construction Programs

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

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$273,300.00		\$273,300.00
2. Land, structures, rights-of-way, appraisals, etc.			\$0.00
3. Relocation expenses and payments			\$0.00
4. Architectural and engineering fees			\$0.00
5. Other architectural and engineering fees			\$0.00
6. Project inspection fees			\$0.00
7. Site Work			\$0.00
8. Demolition and removal			\$0.00
9. Construction (FA Funds)	\$3,644,000.00		\$3,644,000.00
10. Equipment			\$0.00
11. Miscellaneous			\$0.00
12. SUBTOTAL (sum of lines 1-11)	\$3,917,300.00	\$0.00	\$3,917,300.00
13. Contingencies			\$0.00
14. SUBTOTAL	\$3,917,300.00	\$0.00	\$3,917,300.00
15. Project (program) income			\$0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$3,917,300.00	\$0.00	\$3,917,300.00
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 9 Multiply x 75% FA		\$ 2,733,000.00
		100% of TA line 1	\$273,300.00
		TOTAL	\$ 3,006,300.00

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Expiration Date: 06/30/2014

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 project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, 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 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 progressive 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 of 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.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Judge
APPLICANT ORGANIZATION Fort Bend County	DATE SUBMITTED 06/06/2017

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 Lori Ziehr	Phone Number 254-742-9871
Email Address lori.ziehr@tx.usda.gov	State Texas

Sponsor Fort Bend County	Contact Name Robert Ed Sturdivant, County Auditor
Street Address 301 Jackson Street	Phone Number 281-341-3760
City/State Richmond, TX 77469-3108	Email Linda.Rosenberg@fortbendcountytexas.gov

1. Have you or your staff administered grants or loans from other federal programs in the past? Yes
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? Yes
5. Does your organization have an active system for award management (SAM) registration? Yes
6. Does your organization have procurement standards in place that meet the requirements of 2 CFR 200.317? Yes
7. Will you require assistance from an outside organization to meet these requirements? No

Sponsor Signature/Date 6/6/2017	Name/Title Robert E. Hebert, County Judge
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STATEMENT OF WORK
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND THE
FORT BEND COUNTY DRAINAGE DISTRICT

PROJECT: Fort Bend County, TX, Emergency Watershed Protection (“EWP”) FY17 Project #5102 – Locally Led with Technical and Financial Assistance

This agreement is entered into by and between the U. S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the “NRCS”, and Fort Bend County Drainage District hereinafter referred to as the “Sponsor”.

I. PURPOSE

The purpose of this agreement is to provide financial and/or technical assistance to implement recovery measures that, if left undone, pose a risk to life and/or property.

II. AUTHORITY

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

III. OBJECTIVES

The objective of this agreement is to remove watershed impairments caused by the Spring 2016 storm event that are creating a serious threat to life and property through a locally awarded and administered construction contract. The design and installation of EWP measures are detailed in the individual damage survey report (DSRs) and listed below:

Damage Survey Report (DSR) No.	Description	Estimated Construction Cost
2016-48157-003	Slope failure of the creek banks	\$3,644,000.00
Total Estimated Construction Cost		\$3,644,000.00

A. The individual Damage Survey Report(s) (“DSR”) is established through discussions between the Sponsor and NRCS. It defines the site(s), work to be completed, and estimated construction costs for this project.

B. It is agreed that the total estimated construction cost are: \$3,644,000.00. Based on this estimate:

1. NRCS will contribute Financial Assistance Funds ("FA") in the amount of \$2,733,000.00 (up to 75 percent of total construction costs) as reimbursement to the Sponsor for approved on-the-ground construction costs. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.
2. NRCS will contribute Technical Assistance Funds ("TA") in the amount of 10 percent (a maximum amount of \$273,300.00) of total FA costs, as reimbursement for technical and administrative costs directly charged to the project. Technical and administrative costs are associated with project design and development of construction drawings and specifications; soliciting, evaluating, awarding a administering a contract, including verifying invoices and recording keeping; development of operations and maintenance plans; development and implementation of quality assurance and inspection plans. While NRCS can reimburse 100 percent of these costs (no Sponsor required cost share) up to 10 percent of the total FA 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. The Sponsor will contribute funds in the amount of \$911,000.00 (25 percent of the total construction costs) in direct cash expenditures.

IV. RESPONSIBILITIES OF THE PARTIES

A. THE SPONSOR WILL:

1. Accomplish construction of the EWP project measures by contracting, providing construction services, or a combination of both.
2. Ensure the contacts listed on the Notice of Award form work closely with the NRCS in carrying out the terms and conditions of the agreement. They will complete proper documents to ensure payment of funds by NRCS as requested to complete the objectives of the agreement and will be the representative for the Sponsor in all matters concerning this agreement.
3. Comply with the applicable requirements in Attachment B, "General Terms and Conditions," of this agreement.
4. Comply with all laws, regulations, Executive Orders, and other applicable terms and conditions referenced and incorporated as attachments to this agreement.
5. 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.

6. 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.
7. Provide 25% of the actual, eligible and approved construction cost, as outlined in Section III.B. These costs shall be in the form of cash.

Eligible construction costs are described in the approved Damage Survey Report (DSR) listed in Section III. 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. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

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

8. 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.
9. 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.
10. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.
11. Provide all technical and administrative services necessary for contract solicitation, award, and administration; engineering design services; construction management and inspections, and other services. Reimbursement amount for eligible Sponsor technical and administrative services will be as described in Section III.B.2. The Sponsors will retain records to support costs incurred.
 - a. Prepare all contractual documents and contract for the project measures in accordance with 2 CFR § 200.317-326 (Attachment) and clauses referenced in Appendix II, Part 200, (Attachment), applicable state requirements, and the Sponsors' procurement regulations.

- b. Prepare design and construction specifications, and drawings in accordance with standard engineering principles and in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsors before submittal to NRCS. The construction plans shall be reviewed and approved by a Professional Engineer (PE) licenses and registered in the State of Texas before submittal to NRCS.
 - c. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsors or to any firm in which any Sponsors' 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.
12. Costs for technical and administrative services incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
13. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.
14. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining 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.
15. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
16. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Texas. A copy of the signed and seal plans and specifications shall be provided to NRCS.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the 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.
18. Provide construction inspection in accordance with the QAP.
19. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, 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.
20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
22. 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.
23. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Technical Contact. Provide NRCS Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, 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.
24. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926 (Attachment), 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.

25. Complete and submit (on Sponsor letterhead) accrual information to the NRCS Program Contact no later than 15 days prior to the end of the quarter (submit by March 15, June 15, September 15, and December 15). NRCS requires quarterly accrual information on the value of the work that has been performed or will be performed in cooperation with NRCS, but for which an SF 270 has not yet been submitted. The U.S. Congress relies on audits of financial statements, including accrual information, to determine future funding amounts for NRCS on-going and new projects and programs.
26. 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 PE certification that the Project was installed in accordance with approved plans and specifications.
27. 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 Contact.
28. Pay the contractor(s) as provided in the contract(s).
29. Submit copies of billings for reimbursement to NRCS on Form SF-270, "Request for Advance or Reimbursement", on a monthly, but not less than quarterly (March, June, September, and December) basis to the NRCS Program Contact. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. All requests for reimbursement shall include all appropriate and complete documentation to support the reimbursement request. Payments will be withheld until all required documentation is submitted and complete.

The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

The required documentation for reimbursement of 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.

30. Be responsible for ensuring their System for Award Management (SAM) registration is active throughout the life of the agreement so that reimbursements are not delayed. NRCS cannot process a reimbursement to a sponsor unless the sponsor is registered in SAM.
31. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the construction contract 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.
32. Receive payment under this Agreement using electronic funds transfer (EFT) procedures in accordance with 31 C.F.R. § 208.
33. Be responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the Sponsors and third parties to carry out the approved Project. Matters concerning violation of law should be referred to the Federal, State, or local authority having proper jurisdiction.
34. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
35. Retain all records dealing with the award and administration of contract(s) for three (3) years from the date of the sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
36. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
37. Submit requests for a time extension to the agreement (if necessary) in writing no less than thirty (30) days prior to the expiration date of the agreement specified in Section VI. See Attachment B, General Terms and Conditions. Submit the written, signed request to the NRCS Program Contact in addition to the Administrative Contact.

38. By signing the Agreement, the Sponsor assures the Department of Agriculture that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

B. THE NRCS WILL:

1. Reimburse the Sponsor up to 75 percent of the actual cost of construction as Financial Assistance and up to 10 percent of the actual FA cost of construction as Technical Assistance. Funds will be expended as explained in Section III.
2. Assist Sponsor and Sponsor's engineer in establishing design parameters; determine eligible construction costs during the pre-design conference.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
5. 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.
6. 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.
7. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. 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.

C. IT IS MUTUALLY AGREED:

1. This agreement may become null and void 200 calendar days after the date NRCS has signed and executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
2. The furnishing of financial, administrative and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and/or uncommitted funding in the EWP Program that is available for obligation in the year in which the assistance will be provided. NRCS cannot make commitments in excess of funds authorized by law or made

administratively available. Congress may impose obligational limits on program funding that constrains NRCS' ability to provide such assistance.

3. The furnishing of the administrative and technical services by NRCS is contingent upon the continuing availability of appropriations by the Congress from which payment may be made and shall not obligate NRCS if the Congress fails to so appropriate.
4. 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.
5. 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.
6. The State Conservationist may make adjustments in the estimated cost to NRCS for constructing the EWP project 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 nor reduce funds below the amount required to carry out NRCS' share of the contract.
7. That once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement (over and above the NRCS commitment of up to 75 percent of actual construction costs and within the not-to-exceed amount) will be de-obligated from the agreement.
8. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without complying with their responsibilities as set out in this agreement.
9. If inconsistencies arise between the language in Attachment A – Statement of Work and other attachments in this agreement, the language in the Statement of Work takes precedence.

V. 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, 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.
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 sign by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 30 days of completion of construction.

VI. PERIOD OF PERFORMANCE

This agreement is effective as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award, and continues in full force and effect through December 22, 2017. The agreement may be amended to extend the date.

VII. RESOURCES REQUIRED

A. Sponsor:

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

B. NRCS

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

VIII. MILESTONES

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

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