U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR264532XXXXC006		NRCS signature - 09/27/2027	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 4407 Bland Road, Suite 117 Raleigh, NC 27609	BUNCOMBE, COUNTY OF COUNTY OF BUNCOMBE PO BOX 7526 ASHEVILLE NC 28802-7526 UEI Number / DUNS Number: W5TCDKMLHE69 / 879203560 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: JAMES KJELGAARD Phone: (919) 873-2130 Email: jim.kjelgaard@usda.gov	Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	Name: Luke Post Phone: (828) 367-3722 Email: luke.post@ncagr.gov	Name: Marika Lapham Phone: (828) 250-4870 Email: marika.lapham@buncombenc.gov

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: Jennifer Harrison Phone: (828) 250-4786 Email: jennifer.harrison@buncombecounty.gov

15. Project Title/ Description: EWP in Buncombe Co NC. Storm event 5044. Multiple DSRs. Streambank stabilization and protection due to Tropical Storm Helene.

16. Entity Type: B = County Government

17. Select Funding Type

Select funding type:	☒ Federal	☐ Non-Federal
Original funds total	36,991,382.000	$0.00
Additional funds total	$0.00	$0.00
Grand total	36,991,382.000	$0.00

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	33,566,382.000	Other	$3,425,000.00
Total Direct Cost	36,991,382.000	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$0.00
		Total Federal Funds Awarded	36,991,382.000
		Total Approved Budget	36,991,382.000

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 KENNON A. WHITE, Assistant Chief	Signature	Date
Name and Title of Authorized Recipient Representative AVRIL PINDER, County Manager	Signature	Date

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: https://www.usda.gov/non-discrimination-statement.

PRIVACY ACT STATEMENT

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

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 Buncombe County, hereinafter referred to as the “Sponsor,” for EWP Program Project No. 5044 in Buncombe County, North Carolina, for implementation of recovery measures that if left undone, pose a risk to life and/or property.

Objectives

The design and installation of Emergency Watershed Protection (EWP) program measures as detailed in the individual Damage Survey Reports (DSRs) and described below.

Funding DSR 100
- DSR 37-11-24-5044- 1000: 136 - Anna Browning - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1001: 439 - Joshua Brown- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1002: US-3-8 Huskey - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1003: US-5-297- Julia and Vergil Wea - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1004: MS-2-69-Edwin Sawyer - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1005: MS-4-286-Christopher Callas- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1006: MS-3-78-Sean O'Neil - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1007: MS-1-258 - Mallory McDuff - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1008: LS-4-240 - Lynn Iarose - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1009: US-1-26-Linda Hall - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1010: UCC-9-209_Lindsay Sugg - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1011: UCC-8-205_Saiid Rabiipour - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1012: UCC-7-145-Alan Bradley - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1013: UCC-6-128 -Pete Musser - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1014: Ucc-4-99 & 116 Leise Tucker, et al - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1015: UCC-30-113 - Lisa Morgan - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1016: UCC-3-62 - Cynthia McGalliard - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1017: UCC-2-53-Kim Thompson - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1018: UCC-10-255 - John Kramp - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-24-5044- 1019: UCC-1-40-Eileen Searcy - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC

Funding DSR 102
- DSR 37-11-25-5044- 1027: UI-2-38 - Ralph Metcalf - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1028: LS-3-119 - Riverbend dr - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1029: DC-1-184-Ray Brigmon - Streambank Protection– Sponsor A/E design - Buncombe County, NC

- DSR 37-11-25-5044- 1030: DC_8_233-319 Carson - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1031: DC-3-357-Victoria Reiser - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1032: DC-4-375 - Larry Edmonds - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1033: UI_6_296_Kijanka - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1034: Saiid Rabiipour - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1035: UCC_35_479_Pertovich - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1036: LS_14_490_Butler - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1037: DC_7_181_MaryRich - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1038: HBR_2_138_DebbieWright-Thomosson- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1039: HBR_10_282_JosephKaufmann- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1040: LS_6_77BettyDoll- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1041: LS_15_435Wright- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1042: LS_19_43_HannahWhispering- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1043: MS_9_73Pierson- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1044: MS_15_288JosephKeefe- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1045: MS_18_392RedmonRealty- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1046: MS_19_491JoelSasser- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1047: UCC_16_115_CaneCrestCircle- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1048: UCC_17_261-HellenSims- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1049: UCC_89_ChrisWallace- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1050: UI_5_399JeremyHyatt- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1051: US_5_391InevitableGrace- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC

Funding DSR 103
- DSR 37-11-25-5044- 1052: RC-4-57- Blackberry In Rd- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1053: LC-1-146-Allen- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1054: RC-1-29-Sherri Moss- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1055: RC-2-48- RiceRogers- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1056: RC-3-49 - Cici Reed- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1057: RC-11-250-Mary Hemphill- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1058: 269 Robert Schwarz- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1059: 298-Daron Strub- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1060: 431_BeeGillian- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1061: 341 Sara Judy- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1062: 381-Billie Redmon- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1063: 299_Mcmullen- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1064: 480_Metzger- Clearing & Snagging– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1065: 252 JoannMauldin- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC

- DSR 37-11-25-5044- 1066: 153_Elliott_Holcombe- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1067: 537_Krause- Clearing & Snagging– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1068: 302_AmyWhite- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1069: 327_William Jones- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1070: 459_Aberdeen Meadows HOA -Greenfield- Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC

Funding DSR 104
- DSR 37-11-25-5044- 1071: SH-2-80_Ian Massey - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1072: NC-1-112 Randy Wemhoff - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1073: SM_1_36 - Kate and Fairman Jeyne - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1074: SH-1-41_Norman Henson – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1075: 305 Jordan Czeczuga - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1076: LH_524_JenniferMuidili - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1077: SH_5_290_ MaryDryden - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1078: SH_6_239_NancyPiercy - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1079: SH_7_200_LoisBTaylor - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1080: SH_8_141_AndreaBurton - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1081: SH_525_JamieMassie - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1082: SH_10_179_LauraGreb - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1083: SH_10_386_TaylorFischer - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1084: SH_13_478Nadler - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1085: SH_147_NicholasRebeccaMadiou - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1086: SM_2_484_MikePatton - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1087: SM_4_86_Donnelly - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1088: TC_1_20 Kaufmann Brier - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1089: UHC_526_JamesSwanson - Streambank Protection– Sponsor A/E design - Buncombe County, NC

Funding DSR 105
- DSR 37-11-25-5044- 1090: BVC_9_320_AmandaRansom - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1091: BVC_10_214Fuller - - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1092: BVC_23_544_WarrenSmith - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1093: DC_5_416_AnniemarieVanGyn - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1094: LS_9_212 SuzanneHackett - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1095: LS_10_376_GhislaineSylvestre - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1096: LS_11_527_TeemsLn - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1097: LS_20_538_LuciaBarnes - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1098: MS_10_208_GailStroupe - Streambank Protection– Sponsor A/E design - Buncombe County, NC

- DSR 37-11-25-5044- 1099: MS_12_495_LytleCoveRd - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1100: 521_KonopkaOgleRoberts - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1101: 323_CrumplerGravenHarrod - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1102: MS_23_405_Grunskis - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1103: MS_609_Opila - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1104: RC_6_423_JamesHickey - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1105: RC_16_354_ EdwardMoody- Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1106: RC_17_117_Lynn Wadsworth - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1107: 413_Stevenson/VirginiaLT - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1108: RC_22_337_MaxwellGallman - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1109: UI_4_398_Hyatt - Streambank Protection – Sponsor A/E design - Buncombe County, NC

Funding DSR 106
- DSR 37-11-25-5044- 1110: HBR_3_104_Staci Smith - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1111: HBR_442_RichardStevenson- Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1112: LCC_434_AndeFlavelle - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1113: UCC_13_486_JeffreyRawls - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1114: UCC_14_10_Marlowe - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1115: UCC_19_329_Lotti - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1116: UCC_19_411_JeffMurphy - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1117: UCC_20_460_GaryWatkins - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1118: 24_28_RobertGlendaPloeger - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1119: 503_WilliamWilkie - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1120: 498_CaneCreekCrossBridge - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1121: UCC_518_Snedden - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1122: UCC_534_DorothyWells - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1123: US_4_361_JoanLayne - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1124: US_137_Ferguson - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1125: UCC_621_Dycus - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1126: HBR_1_253_RubinaBeg - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1127: HBR_7_287_SusanPurdue - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1128: 363_JohhnyMarlowGroup - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1129: HBR_11_489_JoannAllen - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1130: HBR_12_569_Friedman - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1131: 25_DanielThurman - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1132: HBR_606_Ledbetter - Streambank Protection – Sponsor A/E design - Buncombe County,

NC
- DSR 37-11-25-5044- 1133: HBR_15_472_Weiler - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1134: HBR_16_510_Gilliam - Streambank Protection – Sponsor A/E design - Buncombe County, NC

Funding DSR 107
- DSR 37-11-25-5044- 1157: US_619_Dye - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1158: HBR_14_377_BrianRuh- Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1159: HBR_622_English - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1160: HBR_623_Prohoda - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1161: LCC_567_FionaTeague - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1162: LS_7_117_Cooper - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1163: LS_13_493_FernwoodMHP - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1164: LS_17_414_Wesolek - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1165: LS_556_JenniferHarrison - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1166: S_611_Boj - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1167: UCC_18_294_EchoValleyEstates - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1168: UCC_22_477_TerryErikson - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1169: UCC_24_DaleBarnwell - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1170: UCC_54_640_McAbee - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1171: UCC_39_559_GardeniaTrail - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1172: UCC_548_BridgewaterComm - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1173: C_645_JohnsonHamon - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1174: US_7_578_RandolphTurnbull - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1175: US_555_OlegIevsieiev - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1176: US_607_Peterson - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1177: US_612_EricaBurns - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1178: US_616_AdamMartinez - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC

Funding DSR 108
- DSR 37-11-25-5044- 1179: BVC_21_474_Costanzo - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1180: BVC_24_601_Gager - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1181: 11_568_AmberCarson - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1182: 44_Dobkin - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1183: MS_11_277_ZellieLunsford - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1184: MS_21_235_OwenParkBeeTree - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1185: MS_22_565_Sound - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1186: 539_LauraLengnick - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1187: MS_25_541_DanEvans - Clearing & Snagging/Streambank Protection – Sponsor A/E

design - Buncombe County, NC
- DSR 37-11-25-5044- 1188: MS_26_550_Nelson - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1189: MS_27_570_Fender - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1190: MS_615_Haley - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1191: MS_631_Reynolds - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1192: MS_641_OwenParkMainSection - Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1193: MS_654_Guenther- Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1194: RC_13_441_MaryJakeBuyers - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1195: RC_558_DannyPhillips - Clearing & Snagging/Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1196: RC_582_Moregnstern - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1197: RC_625_Ballard- Streambank Protection – Sponsor A/E design - Buncombe County, NC

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- DSR 37-11-25-5044- 1198: BCD_652_CityAshevilleBarnard - Clearing & Snagging/Streambank Protection– Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1199: 164_JohnRowland - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1200: FC_617_Bradburn - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1201: HBR_22_598_SandraCraig- Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1202: 605_JamesReising - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1203: LC_545_RosilandWhiteley- Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1204: LH_561_KendallWhite - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1205: LS_647_AshevilleGashesCreek - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1206: LS_650_CoAEdgewood - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1207: SH_2_629_Juvenal- Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1208: SM_5_231_Reeves- Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1209: SM_6_494_Diaz - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1210: SM_636_Dubuc - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1211: UCC_43_95_Harris - Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1212: UCC_51_580_Reese - Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1213: UCC_83_WilliamPalmer - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1214: UI_7_519_Metalf - Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1215: UI_8_553_Savage - Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-11-25-5044- 1216: US_691_Sneed- Clearing & Snagging – Sponsor A/E design - Buncombe County, NC

Funding DSR 111
- DSR 37-09-25-5044- 1217: HBR_194_VictorChiariza- Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1218: HBR_473_Robertson- Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1219: LS_577_Sours - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1220: MS_505_Earley- Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1221: MS_660_Lee - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1222: MS_662_Sanchez - Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1223: MS_690_Bennett- Streambank Protection – Sponsor A/E design - Buncombe County, NC

- DSR 37-09-25-5044- 1224: RC_627_Garrenton - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1225: SHC_663_Burnette - Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1226: UCC_464_Nesbitt - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1227: UCC_502_Bopp - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1228: UHC_632_Mattox - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1229: UI_475_AmesBanks - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1230: US_665_Wilson - Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1231: US_689_Taylor- Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1232: US_699_BlackMountainHome - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1233: HBR_210_Wilson - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1234: DC_7_Harrison - Clearing & Snagging /Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1235: S_241_Pruitt - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1236: UCC_713_Babaoff - Streambank Protection – Sponsor A/E design - Buncombe County, NC
- DSR 37-09-25-5044- 1237: LS_719_WesolekWalton - Clearing & Snagging – Sponsor A/E design - Buncombe County, NC

Budget Narrative

The official budget described below will be considered as the total budget as last approved by the Federal awarding agency for this award.

Amounts included in the Budget Narrative are estimates. Reimbursement will be based on actual expenditures not to exceed the amount obligated.

Total Estimated Project Budget: $36,991,382.00

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (100% NRCS $33,566,382.00 + 0% Sponsor): $33,566,382.00

Technical Assistance (TA) Costs:
100% NRCS: up to $3,425,000.00

NRCS pays up to 100 percent of eligible construction costs and Sponsor pays 0 percent of construction costs per NRCS programmatic waiver for the Helene event. NRCS will contribute up to $3,425,000.00 for administration and technical services. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Construction, administrative, and technical costs incurred prior to the sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.

1. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts: one account 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 for expenses to be eligible for reimbursement.

2. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to the limits listed. 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.

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

a. Engineering costs include, but are not limited to, developing a project design that includes analysis, report, 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 are not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, and verifying invoices and record keeping.

4. 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.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

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.

1. Perform the work and produce the deliverables as outlined in this SOW.

2. Comply with the applicable version of the General Terms and Conditions.

3. Accomplish construction of the EWP program project measures by contracting, in-kind construction services, or a combination of both.

4. Provide NRCS with a Quality Assurance Plan that is to be reviewed/approved by NRCS representative prior to start of construction.

5. Ensure and certify by signing this agreement that its cost-share obligation is from a non-Federal source or an allowable federal source (i.e. certain Housing and Urban Development community block grants).

6. Acquire adequate real property rights (land and water) and acquire permits and licenses in accordance with local, State, and Federal law as necessary for the installation of EWP program project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor’s responsibility and are ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the 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 are amounts 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. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.

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 and the NRCS-approved plans and specifications.

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 FA and one for TA, requiring this separation. Separate itemization of FA and TA costs are required on form “Request for Advance or Reimbursement” (form SF-270).

11. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of

interest and governing the performance of employees engaged in the selection, award, and administration of contracts.

12. 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 by NRCS during 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.

13. 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 program project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP program project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP program 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 program project measures. Equipment idle time is not eligible as in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

14. Sponsor and/or their representatives may initiate cultural resources reviews with NC State Historic Preservation Office (NCSHPO) and relevant tribal historic preservation offices (THPOs). Sponsor shall provide those agencies with NRCS cultural resources review forms and maps created for the proposed work. Sponsor representatives may assist NCSHPO and THPO with preparing letters to the state conservationist. To the maximum practicable extent, letters should validate the proposed work will have "no potential to cause effects" and include any special requirements for compliance. The NRCS Cultural Resources Specialist will review cultural resource reports and letters. Sponsor shall ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project. Use caution during practice installation. Be aware of the possibility of partially or totally buried cultural resources such as prehistoric canoes and historic boats, boat landings, Pomona tile/block structures, structural rock features, or mill sites. If cultural resources are discovered inside the area of potential effect, Sponsor shall stop all activities that may disturb the cultural resource and contact the local NRCS Government Representative, who will notify the NRCS cultural resources specialist as soon as possible.

15. Must secure (at its own expense) all Federal, State, and local permits and licenses, and any necessary natural resource rights required for completion of the work described in this agreement. Provide copies of all permits and licenses obtained to NRCS.

16. 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.

17. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project. Use caution during practice installation. Be aware of the possibility of partially or totally buried cultural resources such as prehistoric canoes and historic boats, boat landings, Pomona tile/block structures, structural rock features, or mill sites. If cultural resources are discovered inside the area of potential effect, stop all activities that may disturb the cultural resource and contact the local NRCS Government Representative, who will notify the NRCS cultural resources specialist as soon as possible.

18. 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 3701-3708) 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.

19. Ensure that technical and conservation practice standards (CPSs) and construction specifications of NRCS are adhered to during construction of the project as interpreted by the NRCS Program/Technical Contact for this agreement. Provide the NRCS Program/Technical Contact monthly progress reports. 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 any other relevant information.

20. Provide design analysis, reports, construction drawings, and as-built drawings and quantities for the project(s) as required in agreement. All reports and drawings shall have the relevant DSR number(s) on cover sheets and relevant plan sheets. For structural CPSs (e.g. CPS 580 – Streambank and Shoreline Stabilization), all design reports, drawings, and as-built drawings will be sealed by a registered professional engineer (PE-sealed) and submitted to the NRCS Program/Technical Contact with the statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" and the statement "Designed and installed EWP structures are considered emergency measures and are not designed to provide permanent protection against future storm events"

next to the PE-seal & signature on the cover sheet(s). For non-structural CPSs (e.g. CPS 326 – Clearing and Snagging) planning documents, drawings, and as-built drawings will use or be identical to NC NRCS' CPS 326 requirements and standard drawings as found on the state's Field Office Technical Guide (FOTG) and with all required information completed, signed by sponsor and/or sponsor representative, and submitted to the NRCS Program/Technical Contact with the statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" placed next to the planner signature on the cover sheet(s), and reviewed/approved by NRCS as applicable.

21. An electronic copy of the signed/sealed as-built drawings will be submitted to the NRCS Program/Technical Contact.

22. For payment requests, Sponsor shall notify NRCS Government Representative(s) of completed work and schedule a verification site visit. After NRCS work verification and documentation is complete, Sponsor shall provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and completed.

23. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.

24. 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 occurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

25. Must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP 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 EWP 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.

26. Retain all records dealing with the award and administration of the contract(s) for three 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-year period, records are to the retained until the litigation is resolved or the end of the three-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.

27. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions.

FPAC Performance Reports: semi-annually
FPAC Financial Reports (form SF-425): semi-annually

NRCS RESPONSIBILITIES

1. For sites requiring contracted planning and engineering services, assist Sponsor in establishing design requirements and parameters. Determine eligible construction costs during the pre-design conference.

2. Designate a Government Representative to serve as liaison with the Sponsor, verify and document all work completed prior to payment requests, and identify that person's contact information with this fully signed and executed agreement.

3. For contracted planning and engineering services, review, comment, and concur in preliminary and final design reports, plans, construction specifications, Operation and Maintenance (O&M) Plan, Plan of Operations (if required), and Quality Assurance Plan (QAP).

4. Make periodic site visits during the installation of the EWP program 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 program 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 the NRCS share of the cost upon receipt and approval of form SF-270 and supporting documentation including NRCS Government Representative verification and documentation. In the event there are questions regarding the payment request package, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

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

2. 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 ration 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.

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the contracting officer 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.

4. The NRCS State Conservationist may adjust the estimated cost to NRCS set forth in this agreement for constructing the EWP program 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.

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

6. 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.

Expected Accomplishments and Deliverables

1. Prepare analysis, design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements: contract/install the designed construction. All reports and drawings shall have the DSR number(s) on cover sheets and relevant plan sheets. Any structural design services (e.g. CPS 580 – Streambank and Shoreline Stabilization) will be by a North Carolina professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. Debris removal plans (e.g. CPS 326 – Clearing & Snagging) will be by a qualified individual. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. The Sponsor must seek NRCS review for both the approximate 50% design, as well as the 100% design documentation. A copy of the final signed and sealed plans and specifications shall be provided to NRCS with the statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" on the cover sheet(s). Structural measures should include the statement "Designed and installed EWP structures are considered emergency measures and are not designed to provide permanent protection against future storm events".

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, 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 § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps and plans to appropriate Federal and State regulatory 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 program project measures. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.

4. 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 operation and maintenance. If a private landowner is to take over O&M responsibilities, Sponsor & Landowner shall sign an O&M agreement prepared by Sponsor legal team. Sponsor shall provide landowner with O&M guidelines, a copy of as-built drawings, and note any deed/declaration requirements for the lands. Clearing & Snagging (Conservation Practice Standard Code 326) projects do not require an O&M plan.

5. 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 program 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.

6. Provide construction inspection and monitoring in accordance with the QAP.

7. Arrange for and conduct final inspection of completed projects with NRCS to determine whether all work has been performed in accordance with contractual requirements. For structural installations (e.g. CPS 580 bank stabilizations), provide a PE certification that the project was installed in accordance with approved plans and specifications. For clearing & snagging measures, provide sponsor certification with NRCS review/approval that the project was installed in accordance with the approved plans and specifications. All reports and drawings shall have the DSR number(s) on cover sheets and relevant plan sheets. The statements “To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards” and “Designed and installed EWP structures are considered emergency measures and are not designed to provide permanent protection against future storm events” should be included on the 100% design report, 100% design drawings, and as-built drawings.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but are not limited to, the following items.

1. Attend post-award agreement meeting within 30 days of signing agreement.

2. Submit a schedule with milestones within 30 days of the post-award agreement meeting.

3. Begin submitting monthly EWP reports to NC NRCS on activities accomplished during the prior 30-days

4. Acquire real property rights, right-of-entry/hold-harmless agreements and permits prior to start of construction.

5. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project. Use caution during practice installation. Be aware of the possibility of partially or totally buried cultural resources such as prehistoric canoes and historic boats, boat landings, Pomona tile/block structures, structural rock features, or mill sites. If cultural resources are discovered inside the area of potential effect, stop all activities that may disturb the cultural resource and contact the local NRCS Government Representative, who will notify the NRCS cultural resources specialist as soon as possible.

6. Procure TA services as determined.

7. Complete engineering surveys, analysis, and design as applicable. Provide design analysis, reports, construction drawings, and as-built drawings and quantities for the project(s) as required in agreement. All reports and drawings shall have the relevant DSR number(s) on cover sheets and relevant plan sheets. For structural CPSs (e.g. CPS 580 – Streambank and Shoreline Stabilization), all design reports, drawings, and as-built drawings will be sealed by a

registered professional engineer (PE-sealed) and submitted to the NRCS Program/Technical Contact with the statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" and the statement "Designed and installed EWP structures are considered emergency measures and are not designed to provide permanent protection against future storm events" next to the PE-seal & signature on the cover sheet(s). For non-structural CPSs (e.g. CPS 326 – Clearing and Snagging) planning documents, drawings, and as-built drawings will use or be identical to NC NRCS' CPS 326 requirements and standard drawings as found on the state's Field Office Technical Guide (FOTG) and with all required information completed, signed by sponsor and/or sponsor representative, and submitted to the NRCS Program/Technical Contact with the statement "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" placed next to the planner signature on the cover sheet(s), and reviewed/approved by NRCS as applicable.

8. Submit preliminary planning/engineering designs, plans and specifications for NRCS review; approximately 50% design.

9. Begin filing semi-annual reports with FPAC every 6 months.

10. Obtain permits from appropriate regulatory agencies.

11. Submit 100% planning/engineering designs, plans, and specifications for NRCS review.

12. Submit final sealed engineering structural designs, plans and specifications. For clearing and snagging operations, submit sponsor-certified designs, plans, and specifications that have been approved by NRCS.

13. Submit quality assurance plan (QAP) prior to starting construction. The QAP shall outline technical and administrative expertise required to ensure the EWP program 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.

14. Submit operations and maintenance plan for structural measures. Clearing & Snagging projects do not require an O&M plan. 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 operation and maintenance. If a private landowner is to take over O&M responsibilities, Sponsor & Landowner shall sign an O&M agreement prepared by Sponsor legal team. Sponsor shall provide landowner with O&M guidelines, a copy of as-built drawings, and note any deed/declaration requirements for the lands. Clearing & Snagging (Conservation Practice Standard Code 326) projects do not require an O&M plan.

15. Contract for FA services and construction.

16. Award construction contract(s).

17. Notify regulatory agencies as appropriate.

18. Manage construction contracts and provide quality assurance as described in the QAP.

19. Provide monthly progress reports.

20. Notify NRCS Government Representative to verify work completed prior to submitting reimbursement requests. For payment requests, Sponsor shall notify NRCS Government Representative(s) of completed work and schedule a verification site visit. After NRCS work verification and documentation is complete, Sponsor shall provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and completed. Submit reimbursement requests monthly or quarterly (every 3 months) based on the Sponsor's fiscal year.

21. Complete as-built drawings. Arrange for and conduct final inspection of completed projects with NRCS to determine whether all work has been performed in accordance with contractual requirements. For structural installations (e.g. CPS 580 bank stabilizations), provide a PE certification that the project was installed in accordance with approved plans and specifications. For clearing & snagging measures, provide sponsor certification with NRCS review/approval that the project was installed in accordance with the approved plans and specifications. All reports and drawings shall have the DSR number(s) on cover sheets and relevant plan sheets. The statements "To the best of my professional knowledge, judgment and belief, this site was constructed to meet the applicable NRCS standards" and "Designed and installed EWP structures are considered emergency measures and are not designed to provide permanent protection against future storm events" should be included on the 100% design report, 100% design drawings, and as-built drawings.

Provide copies to NRCS and others as applicable.

22. Complete final construction inspection.

23. Submit final payment and closeout documentation within 120 calendar days after construction completion.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html