

PROJECT AGREEMENT
Between The
CITY OF JONESBORO
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AGREEMENT NO. 65-7103-12-1261

This Agreement is made by and between the City of Jonesboro, called the City, and the United States Department of Agriculture, Natural Resources Conservation Service, called NRCS.

I. AUTHORITY

NRCS authority to enter into this agreement is Public Law 81-516, Section 216, 33 U.S.C. 701b; Public Law 95-334, Section 403 of Title IV of the Agricultural Credit Act of 1978, 16 U.S.C. 2203; and 7 CFR Part 624 through which NRCS is authorized to assist the City in relieving hazards created by natural disasters that cause impairment of a watershed under the Emergency Watershed Protection Program.

II. PURPOSE

The purpose of this agreement is to relieve the hazards represented by flooding in April and May 2011. NRCS and the City will work cooperatively to relieve the hazards in accordance with NRCS specifications. There will be one site covered by this agreement, designated Site 1, Higginbotham Creek. The estimated cost for this work is \$425,620.30. NRCS shall contribute a maximum of 75 percent of the cost of the work and the City shall contribute a minimum of 25 percent.

III. MUTUAL INTEREST

NRCS and the City have a mutual interest in alleviating hazards within Craighead County as a result of the April/May 2011 natural disaster. The delivery of selected alleviation measures will be accelerated through the combined resources of NRCS and the City.

IV. RESPONSIBILITIES

A. The City Will:

1. Provide a minimum of 25 percent of the cost of the work included in the agreement. This cost is **estimated** to be **\$106,405.08**. The City's share of the cost shall be provided with a combination of non-cash and cash contributions. The non-cash contribution will be provided by the removal of stacks of woody debris (trees and roots) from the job site. This contribution is estimated to be worth \$7,000.00. The cash contribution is estimated to be \$99,405.08. **Within seven (7) days of notification of execution of this agreement (through receipt of the final signed copy), the City will submit a check, made payable to NRCS, to the NRCS administrative liaison at the address listed in Section IV.B.5. in the amount of \$99,405.08.** Any adjustments necessary, as determined by the final project cost, will be made at the conclusion of the project. To facilitate these adjustments, the City will submit to the NRCS administrative liaison, with its check, Form W9 Request for Taxpayer Identification Number and Certification and Standard Form 1199A, Direct Deposit Sign-Up Form.
2. Secure all land and water rights, permits, and licenses necessary for the work included in this agreement. **Certify land rights have been obtained by completing and submitting to the NRCS administrative liaison the form included in Attachment B.**
3. 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 work included in this agreement.
4. Comply with Attachment A, General Terms and Conditions.
5. Provide the following as liaison:

Name:	Craig Light
Address:	City of Jonesboro P.O. Box 1845 Jonesboro, AR 72403
Phone:	870-932-2438

B. NRCS Will:

1. **Provide a maximum of 75 percent of the cost of the work included in this agreement. This cost to NRCS is estimated to be \$319,215.22.**
2. Contract for the equipment and labor required for work associated with this project in accordance with Federal contracting procedures and specifications.
3. Provide authorized technical services, including, but not limited to, obtaining basic information; preparation of contracts, drawings and designs; contract administration; inspection and quality assurance during installation.
4. Arrange for and conduct final inspection of the completed work to determine whether all work was performed in accordance with contractual requirements. Accept work from the contractor and notify the City of acceptance.
5. Provide the following as liaisons:

	<u>Technical</u>	<u>Administrative</u>
Name:	Mr. Craig Roach	Ms. Holly Anderson
Address:	NRCS 3407 S. Caraway Road Suite 5 Jonesboro, AR 72404	NRCS Room 3416, Federal Bldg. 700 West Capitol Avenue Little Rock, AR 72201
Telephone No:	(870) 972-4671	(501) 301-3154
Facsimile No:	(870) 972-4715	(501) 301-3188
Email Address:	<u>craig.roach@ar.usda.gov</u>	<u>holly.l.anderson@ar.usda.gov</u>

C. It is mutually agreed:

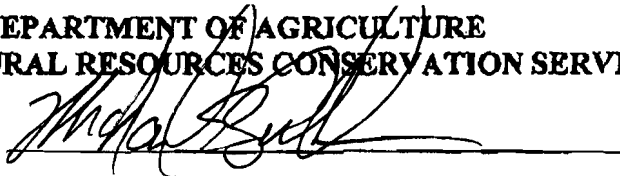
1. This agreement is effective upon final signature and remains effective until August 27, 2012.
2. This agreement may be amended in writing by mutual consent of the parties to this agreement.

3. In the event of default, any additional funds required to ensure completion of the job will be provided in the same ratio as funds are contributed by the parties under the terms of this agreement; and any excess costs collected from the defaulting contractor or their surety are to be prorated between the City and NRCS under the same ratio as funds are contributed under the terms of this agreement.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the City is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. This agreement may be terminated by either party by written notice to the other party or parties at least 30 days in advance of the effective date of the termination.
6. NRCS may terminate this agreement in whole or in part if NRCS determines the City has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the City in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the City.
7. Employees of the City shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
8. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the City or any member entity. They also shall not assist the City or any member entity with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the City or any member entity, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
9. The furnishing of financial aid and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.

10. Privacy of personal information relating to Natural Resources Conservation Service Programs will be in accordance with Section 1619 of the Food, Conservation and Energy Act of 2008.
11. By signing this agreement, the City assures the NRCS that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations and policies.
12. As a condition of this agreement, the City assures and certifies that it is in compliance with, and will comply in the course of this agreement with, all applicable laws, regulations, executive orders, and other generally applicable requirements.

**U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: _____



Title: State Conservationist

JUL 05 2012

Date: _____

- Attachment A – General Terms and Conditions
- Attachment B – Assurances Relating to Real Property Acquisition
- Attachment C – Maps

State: Arkansas
City of Jonesboro EWP
Agreement No. 65-7103-12-1261

ATTACHMENT A
General Terms and Conditions

**NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE**

**GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS**

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)
- (1) 7 CFR Section 3015.205, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"
 - (2) 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
 - (3) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (4) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (5) 7 CFR Part 3019, "Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations"
 - (6) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (7) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
 - (8) 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
 - (9) Office of Management and Budget (OMB) Circular No. A-102, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" (including Indian Tribal governments)
 - (10) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
 - (11) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"
- b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)
- (1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (2) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
 - (5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
 - (6) 2 CFR Section 175, "Award Term for Trafficking in Persons"

- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>):

- (1) 2 CFR Part 220, "Cost Principles for Institutions of Higher Education"
- (2) 2 CFR Part 225, "Cost Principles for State and Local Governments (Including Certain Indian Tribal Governments)"
- (3) 2 CFR Part 230, "Cost Principles for Nonprofit Organizations"
- (4) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

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

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

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

IV. PRIOR APPROVAL REQUIREMENTS

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

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 - 1. Grant or agreement number
 - 2. Narrative explaining the requested modification to the project purpose or deliverables
 - 3. A description of the revised purpose or deliverables
 - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for

the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.

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

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
2. Severs his or her affiliation with the grantee, the grantee's options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
 - i. The forms and certifications included in the application package
 - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
 - iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
 - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

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

d. **Budget Revisions.**—Budget revisions will be in accordance with 7 CFR Section 3015.115.

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

- The length of additional time required to complete the project and a justification for the extension
- A summary of progress to date

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

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

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS program contact at the address identified in block 7 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

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

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

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

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

VII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why goals and objectives were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

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

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor

personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 5221 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
 - "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

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

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

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

X. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 1. Immediately notify the NRCS administrative contact of the situation.
 2. Specify the steps it plans to take to secure replacement cost sharing.
 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the

award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

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

XI. PROGRAM INCOME

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

XII. NONEXPENDABLE EQUIPMENT

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

XIII. LIMIT OF FEDERAL LIABILITY

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

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 7 CFR Part 3015, Subpart N.

XV. AWARD CLOSEOUT

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

ATTACHMENT B
Assurances Relating to Real Property Acquisition

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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

-
- B. **PROJECT MEASURES COVERED** —

Name of project _____

Identity of improvement or development _____

Location _____

-
- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

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

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

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

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

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

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

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

_____ (Name of Sponsor)

By: _____

Title: _____

Date: _____

This action authorized
at an official meeting _____

_____ on _____

day of _____, 19____,

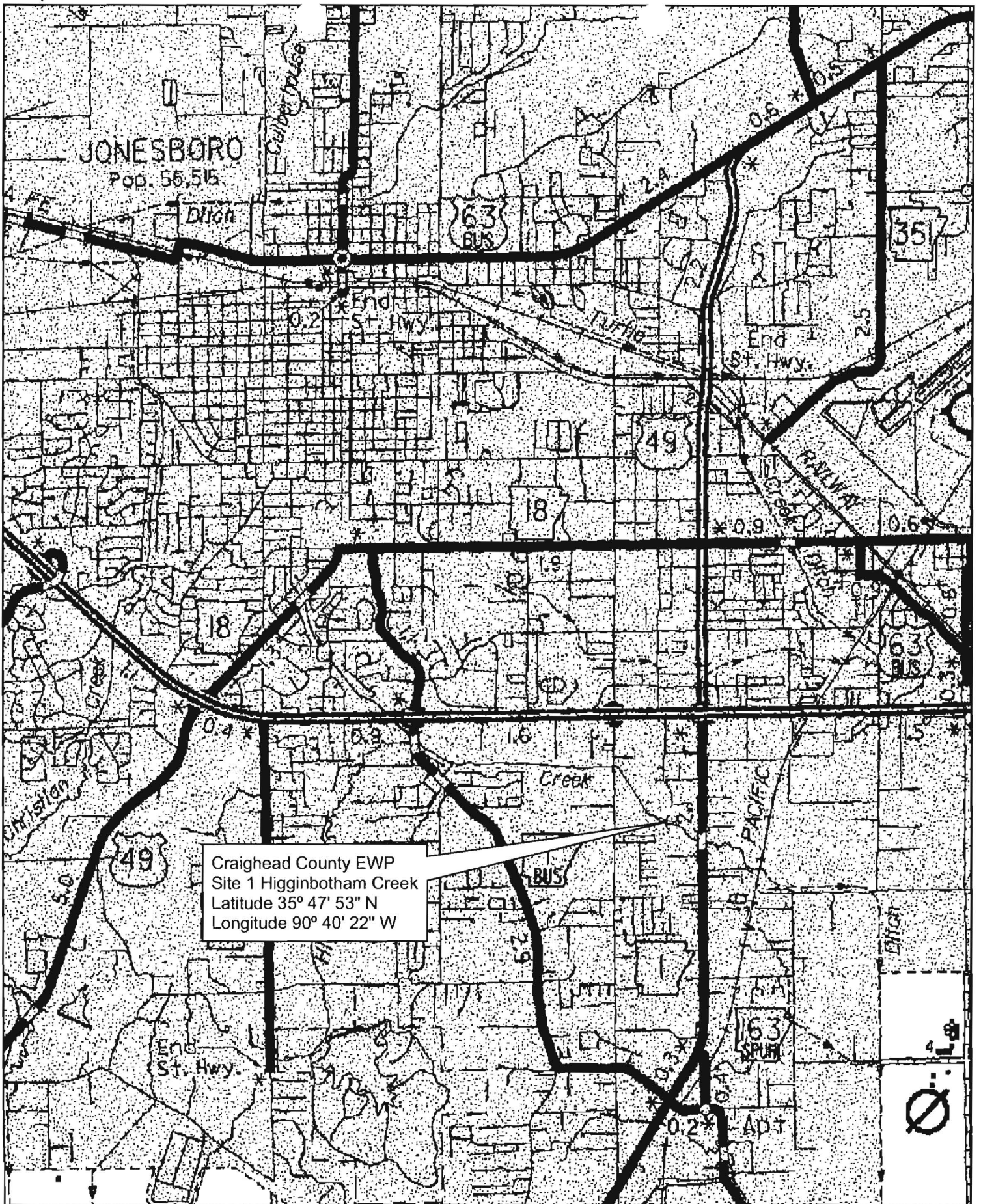
at _____

State of _____

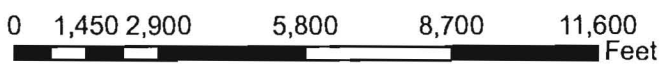
Attest: _____ (Name)

_____ (Title)

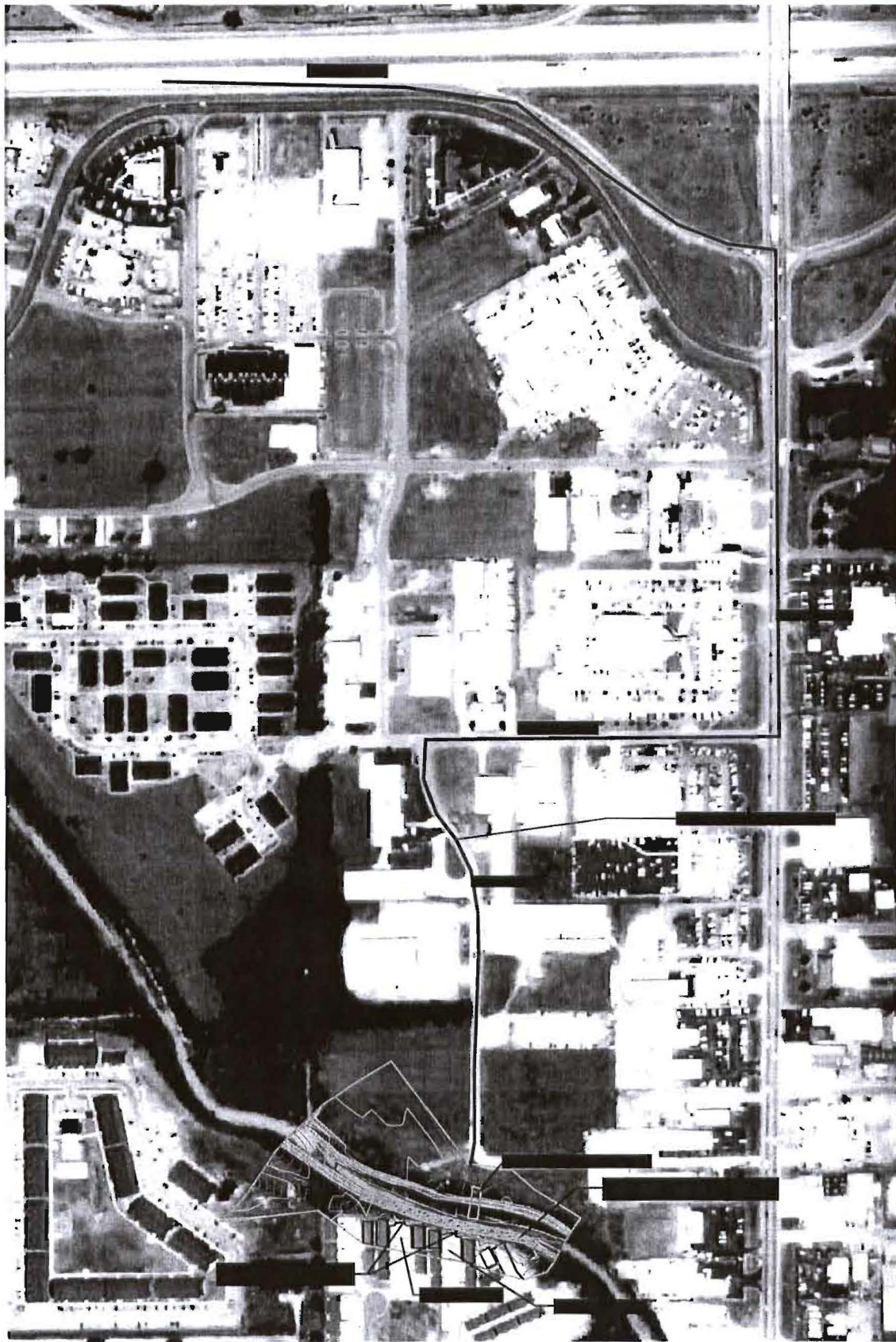
ATTACHMENT C
Maps



Craighead County EWP
 Site 1 Higginbotham Creek
 Latitude 35° 47' 53" N
 Longitude 90° 40' 22" W

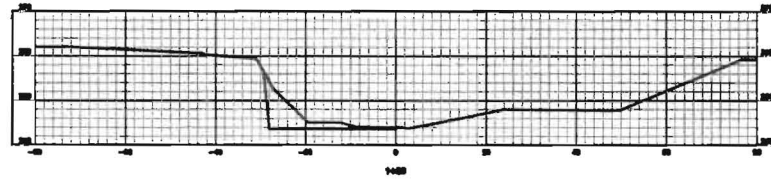


Craighead County EWP
 Site 1 Higginbotham Creek
 Jonesboro, AR

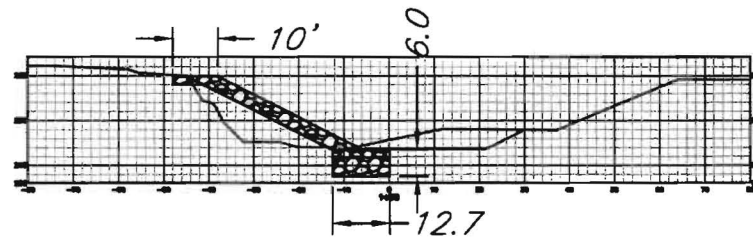


Higginbottom Creek EWP Site 1
Plan View
Craighead County, AR

Date	06/12
Craig Roach	06/12
Craig Roach	06/12
Per Craig Roach, Civil Engineer	6/12/12



Additional excavation required prior to placement of Clay Gravel Earthfill.



Rock size designed is D50 of 16 inches.

Thickness of placed rock = 3 ft

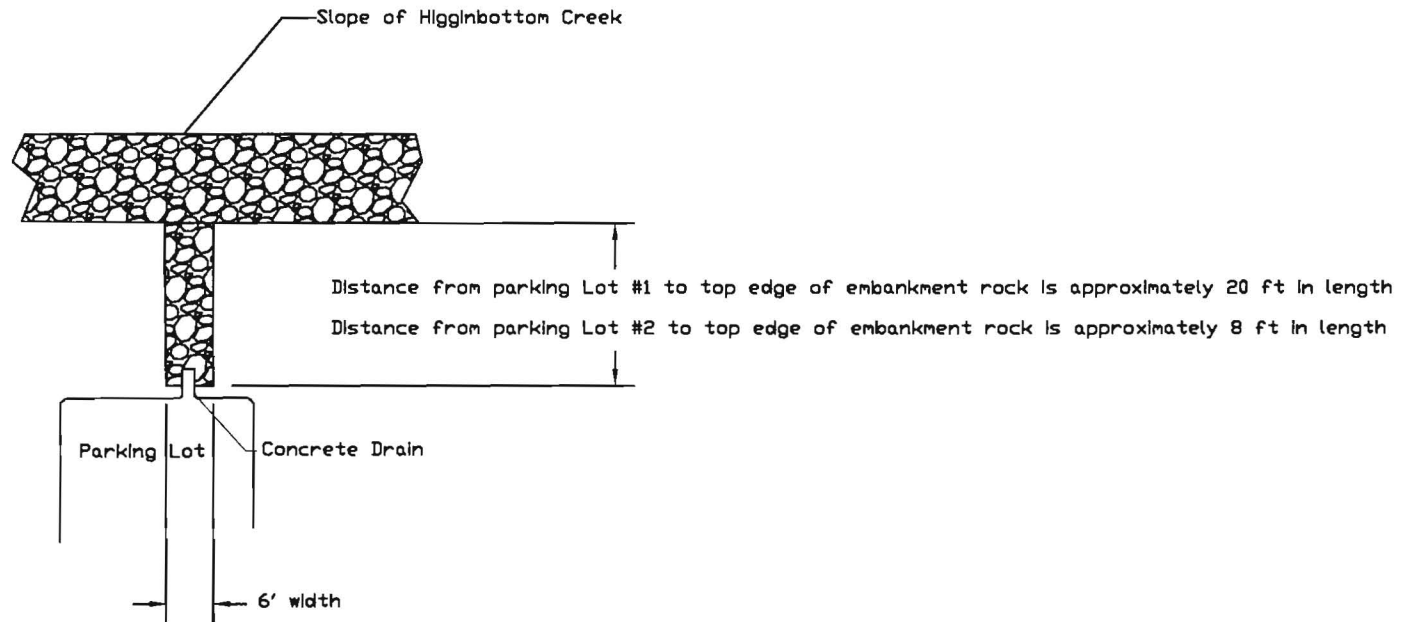
Completed channel bottom width after rock is placed is 27.3 ft with 2:1 side slopes.

Designed	_____	Date	_____
Drawn	_____	Checked	_____
Approved	_____	_____	_____

Highway Creek Ditch Site 1
Cross Section Detail and Excavation Detail
Crawford County, MI



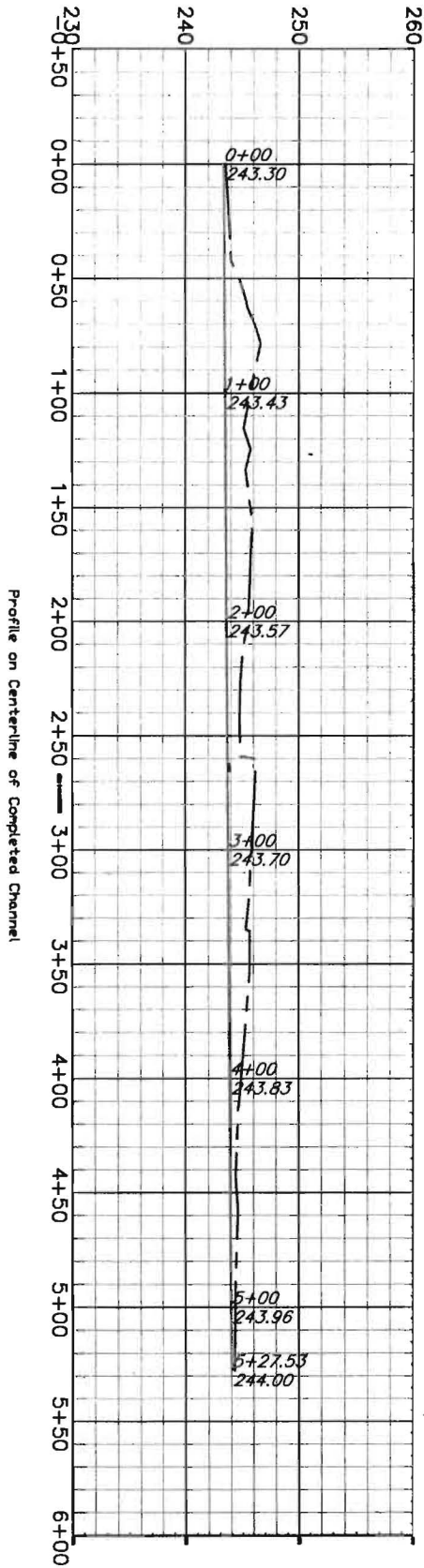
File No.	_____
Drawing No.	_____
Sheet	_____ of _____



Notes:

1. Rip Rap will have a D50 (half rock greater than) = 16", and shall be placed with a minimum thickness of 36".
2. Use larger sized rock in toe to maximum extent practicable. See Construction Specification Rock RipRap.
3. All rock will be placed on Class I non-woven geotextile fabric. Use only verticle seams, and overlap 18 inches minimum. Use stapels to secure fabric to slope. See Construction Specification 95 Geotextile. The filter fabric shall meet the reqirements in material specification 592 Geotextile, Table 2 of 2, Class I.
4. All disturbed slopes will be protected from erosion with Geotextile and RipRap as stated above.
5. Rock Riprap will be placed a minimum of 2' longitudinally underneath the end of the concrete drain to ensure water does not get below the geotextile material.

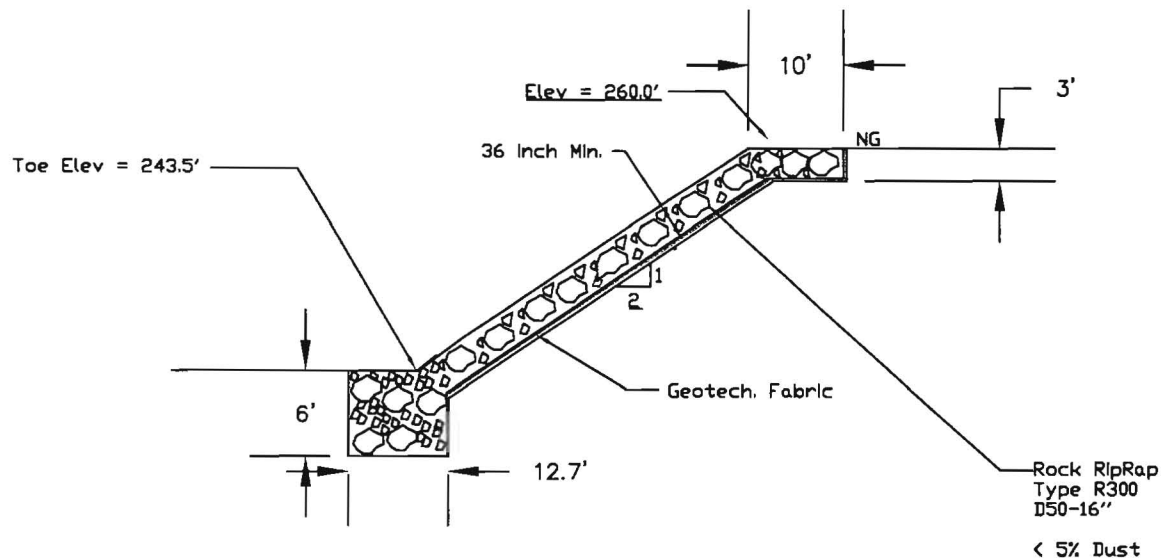
Date		Designed - Civil Beach		_JMOE	
Drawn		Civil Beach		_JMOE	
Checked		Approved/By	State Beach, Civil Engineer	_SJOE	
Higginbottom Creek CIV Site 1 Details of Concrete Drain For Parking Lots 1 & 2 Designed January, 08					
 National Resources Conservation Service					
File No.					
Drawing No.					
Sheet	of				



Higginbottom Creek EVP Site 1
 Profile of Channel
 Craighead County, AR

	Date
Designed <u>Craig Roach</u>	<u>06/12</u>
Drawn <u>Craig Roach</u>	<u>06/12</u>
Checked _____	
Approved <u>Dr. Scott Smith, Dist. Engineer</u>	<u>6/12/12</u>

Sheet 2
 Drawing No.
 File No.



Notes:

1. Rip Rap will have a D50 (half rock greater than) = 16", and shall be placed with a minimum thickness of 36".
2. Use larger sized rock in toe to maximum extent practicable. If depth is limited by ledge rock then base will be keyed into the fixed grade of the bank such that the toe is supported by a 6' by 6' base. See Construction Specification Rock RipRap.
3. All rock will be placed on Class I non-woven geotextile fabric. Fabric will be secured by a header trench at the upper end of slope as shown. Use only verticle seams, and overlap 18 inches minimum. Use stapels to secure fabric to slope. See Construction Specification 95 Geotextile. The filter fabric shall meet the requirements in material specification 592 Geotextile, Table 2 of 2, Class I.
4. All disturbed slopes will be protected from erosion with Geotextile and RipRap as stated above.

ESTIMATED QUANTITIES	
RipRap (D50 = 16in)	5940 Tons
Filter Fabric.	4250 Sq.Yds.

Not to Scale

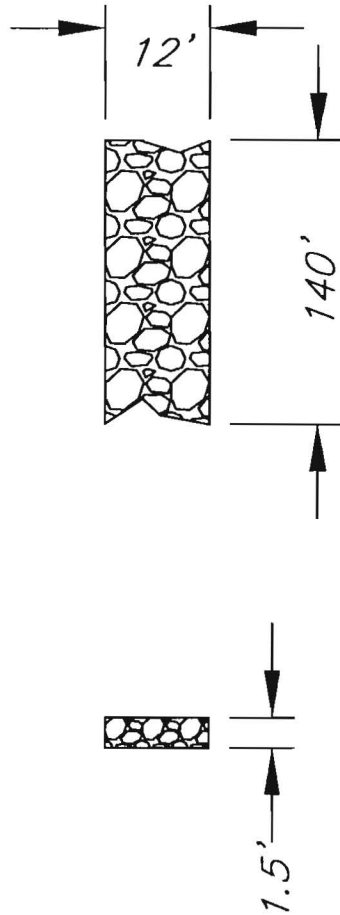
Date: 06/12
 Designed: Craig Roach
 Drawn: Craig Roach
 Checked:
 Approved: /s/ Craig Roach, Civil Engineer

Higginbottom Creek EWP Site 1
 Typical Section of Rock



File No.
 Drawing No.
 Sheet of





NOTES:

1. Entrance ramp shall be cleared and shaped before placing rock.
2. Rock that is placed in the channel for the temporary ramp shall be removed at the end of the job and placed on the side slopes of the entrance ramp.
3. All rock will be placed on Class I non-woven geotextile fabric. Use only verticle seams, and overlap 18 inches minmum. Use staples to secure fabric to slope. See Construction Specification 95 Geotextile. The filter fabric shall meet the requirements in material specification 592 Geotextile, Table 2 of 2, Class I.
4. Location of entrance ramp will be marked in the field by the Engineer.

Sheet No. _____
 Drawing No. _____
 Part No. _____



Higginbottom Creek EVP Site 1
 Entrance Ramp Detail
 Craighead County, AR

Designed	Craig Beach	_____	Date	_____
Drawn	Craig Beach	_____	_____	06/18
Checked	_____	_____	_____	_____
Approved	/s/ Craig Beach, Civil Engineer	_____	_____	6/11/18