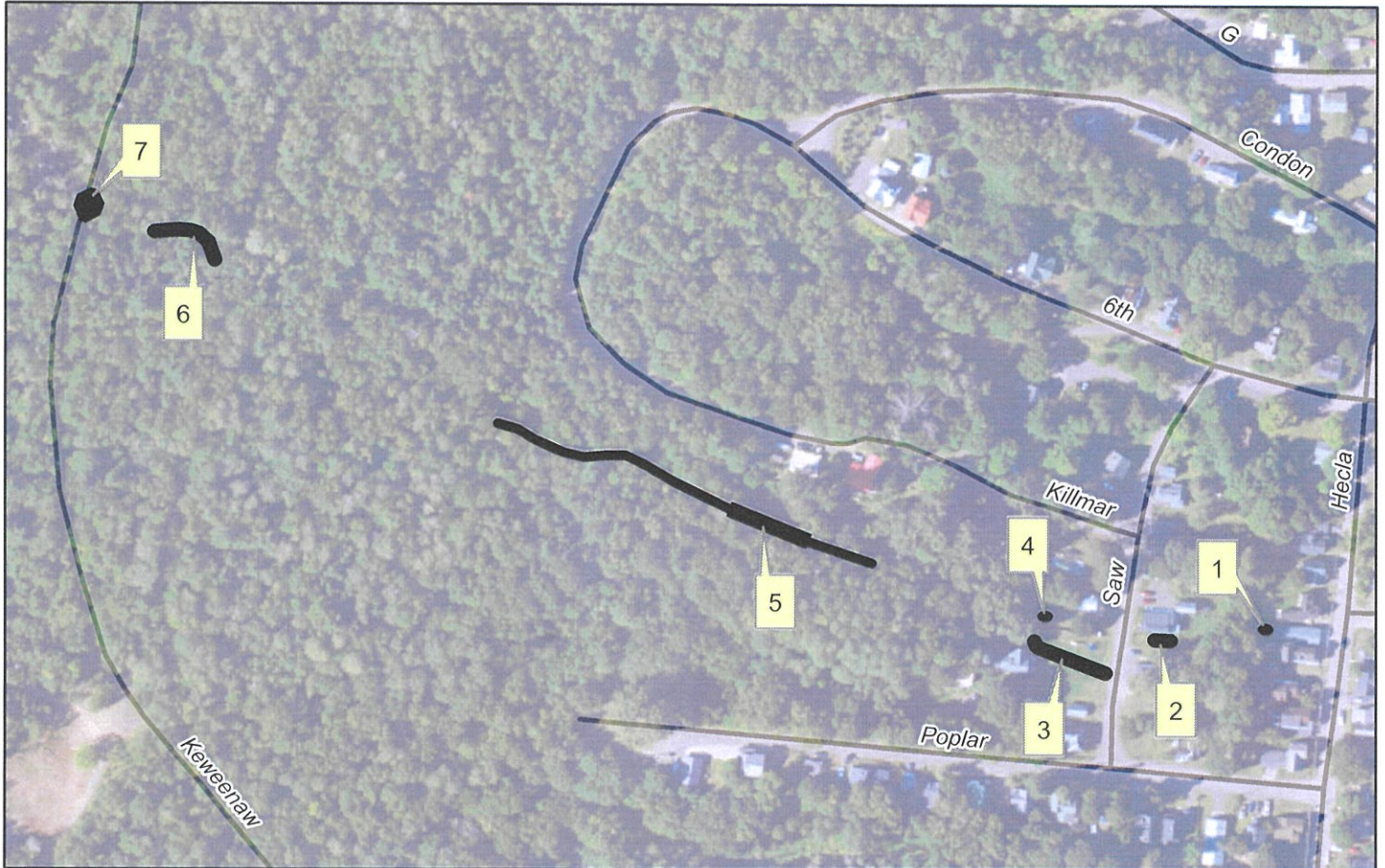


Lake Linden EWP Site Map

Lake Linden EWP

Schoolcraft Township, T-55N, R-32W, Sec.6
Houghton County, MI



DSRLL2023 Site List

1. Fill sink hole by pole barn.
2. Remove sediment in yard.
3. Fill eroded gully in yard.
4. Fill sink hole in yard.
5. Stabilize overfall and armor channel.
6. Remove sediment in channel.
7. Stabilize banks and armor channel.

250 0 250 500 Feet



Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="11/08/2023"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="Houghton County, Michigan"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	* c. Organizational DUNS: <input type="text" value="U3QMHUDLK79"/>

d. Address:

* Street1:	<input type="text" value="401 E. Houghton Ave."/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Houghton"/>
County/Parish:	<input type="text"/>
* State:	<input type="text" value="MI: Michigan"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="49931"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

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

Prefix: <input type="text"/>	* First Name: <input type="text" value="Ben"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Larson"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="County Administrator"/>	
Organizational Affiliation: <input type="text" value="Houghton County, Michigan"/>	
* Telephone Number: <input type="text" value="906-482-8307"/>	Fax Number: <input type="text" value="906-482-7238"/>
* Email: <input type="text" value="administrator@houghtoncounty.net"/>	

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

USDA-Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

10.923

CFDA Title:

Emergency Watershed Protection Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

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

Add Attachment

Delete Attachment

View Attachment

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

Saw Street Drain Project to restore channel capacity and reduce risk of future flooding and loss of soil, personal property, and infrastructure.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="135,371.25"/>
* b. Applicant	<input type="text" value="45,125.75"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="180,497.00"/>

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

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

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

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

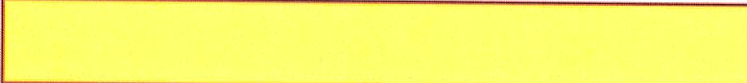
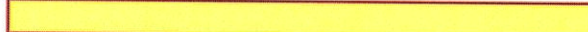
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Administrator
APPLICANT ORGANIZATION Houghton County, Michigan	DATE SUBMITTED 



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

Section 1A

Date of report 08-25-23
DSR number LL-01
Project number 5020

NRCS Entry Only
Eligible: Yes [checked] No
Approved: Yes No
Funding priority number (from sect. 4) 2def
Limited Resource Area: Yes No [checked]
1 Major disaster declaration
2 Emergency declaration
3 Fire management assistance declaration
[checked] 4 Local declaration

Section 1B - Sponsor Information

Sponsor Name: Houghton County, Ben Larson County Administrator
Address: 401 E. Houghton Ave.
City/State/Zip: Houghton, MI 49931
Telephone Number 906-482-8307 Fax: 906-482-7238

Section 1C - Site Location Information

County: Houghton State MI Congressional District 01
Latitude 47.193330 Longitude -88.411582 UTM Coordinates 17150922,128956
Drainage name Torch Lake Tributary Site name Saw Street Drain
Reach Copper Range to Hecla Street
Damage description Flooding and subsequent bank failure caused sediment desposits in channel in multiple locations. Banks have eroded, 2 sinkholes opened, and a gully formed.

Section 1D - Site Evaluation

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

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹	<input checked="" type="checkbox"/>	<input type="checkbox"/>	High spring rains on snow-covered ground caused unseasonably high runoff, prompting the Governor to declare a State of Emergency.
Recovery measures would be for runoff retardation or soil erosion prevention? ¹	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Threat to life and/or property? ¹	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5 properties were directly damaged by the flooding event. Additional properties adjacent or downstream were indirectly impacted.
Event caused a sudden impairment in the watershed? ¹	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Imminent threat was created by this event? ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Failure of the former railroad grade upstream of the Culbert-Hick trail caused extreme water and sediment to flow down the drainage.
For structural repairs, not repaired twice within 10 years? ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRC'S-CPA-52 and sections 3 and 4 of DSR.) ³	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Proposed action technically viable? (See section 6.) ³	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

¹ Statutory

² Regulation

³ The completed DSR and Form NRC'S-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

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

Comments:

See attached CPA-52

Section 1E - Proposed Action

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

Remove sediment wedges in channel, install grade stabilization structure to arrest head cut, fill and grade gullies and sinkholes, and replace broken conveyance pipe. Actions will result in restored channel capacity and reduced risk of future flooding and loss of soil, personal property, and infrastructure.

Total installation cost identified in this DSR from section 6:	<u>\$ 180,494.82</u>
NRC'S 75% cost-share:	<u>\$ 135,371.12</u>
Sponsor 25% cost-share:	<u>\$ 45,123.70</u>

Section 1F - NRCS State Office Review and Approval

Reviewed by:

Date reviewed

State EWP Program Manager

Approved by:

Date approved

State Conservationist

Section 4 - Social Consideration

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

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is there the potential for loss of life due to damages from the watershed impairment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Has access to a hospital or medical facility been impaired by watershed impairment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Road flooding was severe at this site.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Immediate measures taken following the event restored order to an extent before NRCS assistance requested.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washed out roads and blocked storm drains during flooding. Opening of sink holes and unstable ground.

Completed by: Amy Bastone Date: 08/28/23

Section 5 - Group Representation Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	5
American Indian/Alaska Native Female Non-Hispanic	77
American Indian/Alaska Native Male Hispanic	5
American Indian/Alaska Native Male Non-Hispanic	103
Asian Female Hispanic	-
Asian Female Non-Hispanic	414
Asian Male Hispanic	-
Asian Male Non-Hispanic	617
Black or African American Female Hispanic	11
Black or African American Female Non-Hispanic	149
Black or African American Male Hispanic	11
Black or African American Male Non-Hispanic	212
Hawaiian Native/Pacific Islander Female Hispanic	-
Hawaiian Native/Pacific Islander Female Non-Hispanic	12
Hawaiian Native/Pacific Islander Male Hispanic	-
Hawaiian Native/Pacific Islander Male Non-Hispanic	14
White Female Hispanic	115
White Female Non-Hispanic	15852
White Male Hispanic	152
White Male Non-Hispanic	18633
Total Group	

Census tract(s) 2022Completed by: Bryon KirwanDate: 9/1/23

DSR NO: LL-01

Section 6 - Engineering Cost Estimate

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

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Site Preparation (Clearing & Snagging)	23660	SF	\$ 1.25	\$ 29,575.00
Rock Riprap D50-9"	460	CY	\$ 95.00	43,700.00
Class V Nonwoven Geotextile	975	SY	\$ 4.50	4,387.50
Class IV Nonwoven Geotextile	20	SY	\$ 3.50	70.00
Excavation (Off Site Disposal)	1590	CY	\$ 20.00	31,800.00
Earthfill	552	CY	\$ 8.00	4,416.00
Erosion Control Blanket (Excelsior)	1515	SY	\$ 6.00	9,090.00
Dewatering	2	LS	\$ 2,500.00	5,000.00
Seeding and Mulching	0.5	AC	\$ 5,000.00	2,500.00
Ingress/Egress	2	LS	\$ 2,500.00	5,000.00
24" CMP + Fittings	20	LF	\$ 60.00	1,200.00
Contingency	3	LS	\$ 27,347.70	27,347.70
Mobilization	3	LS	\$ 5,469.54	16,408.62
Total installation cost (enter in sections 1E and 3) \$				180,494.82

Unit Abbreviations

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

Completed by: Amy Bastone Date: 9/8/23

DSR NO: LL-01

Section 7 - NRCS EWP Funding Priority

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

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
2. Is this a site where there is serious, but not immediate threat to human life?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		2def
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		3def
4. Is this site a funding priority established by the NRCS Chief?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?			d	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			e	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?			f	

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

Remarks:

Site is in a drainage to Torch Lake. It outlets adjacent to the school and community buildings at the Village park, which includes wetlands along the shoreline.

DSR NO: LL-01**Section 8 - Findings**

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

3- Federal action that has been sufficiently analyzed. There are no predicted significant adverse effects or extraordinary circumstances.

The DSR was reviewed with the sponsors. Yes No

NRCS representative of the DSR team: Amy Bastone

Title: Area Engineer Date: 9/11/23

Section 9 - Attachments:

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

AGREEMENT ID: XXXXXXXXXXXX
SPONSOR: Houghton County, Michigan
PROJECT: EWP – 2023 Upper Peninsula Flash Flooding – Project #5020

EMERGENCY WATERSHED PROTECTION PROGRAM
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 financial assistance to Houghton County, hereinafter referred to as the “Sponsor”, for EWP Project # 5020 in Houghton County, Michigan for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

OBJECTIVES

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

DSR 26-01-23-5020-001 – LL01 Saw Street - \$180,495.00

BUDGET NARRATIVE

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$180,495.00

The budget includes:

Construction Costs (75% NRCS \$135,371.25 + 25% Sponsor \$45,125.75): \$180,495.00

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs.
3. These costs are associated with construction activities which are on-the-ground construction costs, and are associated with the installation of the project measures including labor, equipment and materials.
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

A. Sponsor will—

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

AGREEMENT ID: XXXXXXXXXXX

SPONSOR: Houghton County, Michigan

PROJECT: EWP – 2023 Upper Peninsula Flash Flooding – Project #5020

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures 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 ineligible for reimbursement.
5. 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.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
7. 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.
8. The contracts for construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
9. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
10. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.

AGREEMENT ID: XXXXXXXXXXXX

SPONSOR: Houghton County, Michigan

PROJECT: EWP – 2023 Upper Peninsula Flash Flooding – Project #5020

- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
11. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
12. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
13. 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.
14. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
15. 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.
16. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
17. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.
 - a. The **required supporting documentation for reimbursement of construction costs** include invoices and proof of payment to the contractor showing the items and

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quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

- b. The **required supporting documentation for reimbursement of in-kind construction expenses** will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
18. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.
19. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
20. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
21. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
22. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

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23. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.
24. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.
25. Submit payment requests to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

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 Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

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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 ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
7. 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.
8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

1. Contract for construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
2. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation

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

3. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
4. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
5. Provide construction inspection in accordance with the QAP.

RESOURCES REQUIRED:

As stated in this agreement.

MILESTONES

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

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction:
6. Complete close-out activities

BUDGET INFORMATION - Construction Programs

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

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$	\$	\$
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$	\$	\$
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$	\$	\$
8. Demolition and removal	\$	\$	\$
9. Construction	\$ 180,497.00	\$ 45,125.75	\$ 135,371.25
10. Equipment	\$	\$	\$
11. Miscellaneous	\$	\$	\$
12. SUBTOTAL (sum of lines 1-11)	\$ 180,497.00	\$ 45,125.75	\$ 135,371.25
13. Contingencies	\$	\$	\$
14. SUBTOTAL	\$ 180,497.00	\$ 45,125.75	\$ 135,371.25
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 180,497.00	\$ 45,125.75	\$ 135,371.25

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X	100 %	\$ 135,371.25
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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Houghton County, Michigan	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Ben"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Larson"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="County Administrator"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

State Michigan

Project Number 5020
If no number assigned by NHQ, then submit Electronic Disaster Report

Project/Disaster Name 2023 Houghton County Flash Flooding

If known - Sponsor and DSR(s) Houghton Co. MI/ DSR 26-01-23-5020-001

EWPP Assistance Time Limits

Funds must be obligated by the STC and construction completed within 220 calendar days after the date funds are committed to the STC, except for exigency situations in which case the construction must be completed within 10 days after the date the funds are committed.

The STC is delegated the authority to waive the time limit:

- o for up to 18 months from the disaster date declared on the EDR for non-exigency projects
- o for up to 90 days from the disaster date declared on the EDR exigency projects

All other time limit waivers are made by the Deputy Chief for Programs and may be requested by the STC.

EWPP policy requires that all construction time limit waivers include specific documentation. This form can be used to document the program requirements and a STC waiver (if applicable).

The reasons that construction will not be complete within the required time limit

Explain why the emergency measures cannot be completed within the current time limit.
Adverse winter weather conditions prevent construction from late November 2023 to May 2024.

A schedule for the outstanding milestones and deliverables

If the agreement has already been executed, use the milestones and deliverables listed in the agreement.
If the agreement has not been executed, use general milestones (e.g., agreement, conference, design, construction)

Milestones and Deliverables	Date Complete
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

State Michigan Project Number 5020
If no number assigned by NHQ, then submit Electronic Disaster Report

Project/Disaster Name 2023 Houghton County Flash Flooding

An outline of the additional resources the sponsor and STC will direct to accomplishing the milestones and deliverables according to the proposed project schedule

The program's regulation (7 CFR 624.9) is being proposed to be waived. Identify the resources that will be directed to ensure the proposed schedule will be accomplished.
Sponsor and NRCS will expedite bid offers and commence construction in November on two of seven sites in the DSR, weather permitting. Remaining work will be done in spring and summer once weather conditions permit.

Waiver Authority

Disaster Date 04/11/2023 Proposed Date for Construction Completion 10/11/24
STC Waiver Authority: Exigency Projects 07/10/2023 Non-Exigency Projects 10/11/2024
Waiver Instructions
If the completion date is within the STC's waiver authority, then the STC can sign below to issue the waiver.
If the completion date is beyond the STC's waiver authority, then this form can now be
1. Attached to a WS-1 form for NHQ waiver consideration (if before agreement execution), or
2. Attached to a GADSUM-5 (if after agreement execution)

State Conservationist Waiver

I have determined that the waiver is in the best interest of the Federal government.

STC only signs if within waiver authority (see above)

Instructions for STC Waiver
This signed form can now be:
1. Included in a new agreement submission package (if before agreement execution), or
2. Attached to a GADSUM-5 (if after agreement execution)