

APPLICATION FOR TECHNICAL ASSISTANCE FOR THE DESIGN OF A DAM AND RESERVOIR OR EMBANKMENT TYPE STRUCTURE

DUE TO THE POTENTIAL LIABILITY ASSOCIATED WITH A DAM AND RESERVOIR OR EMBANKMENT AND IN THE INTEREST OF PUBLIC HEALTH, SAFETY, AND WELFARE, THE NATURAL RESOURCES CONSERVATION SERVICE (NRCS) IN ALABAMA REQUIRES THAT THE APPLICANT REVIEW AND SIGN THIS DOCUMENT PRIOR TO THE NRCS PROVIDING TECHNICAL ASSISTANCE FOR THE DESIGN OF A CLASS I OR LARGER RESERVOIR, SEDIMENT BASIN, OR GRADE CONTROL STRUCTURE.

1. Owner agrees to obtain all necessary easements and permits required for the construction.
2. Owner understands that if the dam is constructed for the purpose(s) of livestock water and/or irrigation water and is no longer used for these purposes, permitting of the dam may be required by the Corps of Engineers for Clean Water Act purposes.
3. Owner agrees the impoundment structure is not associated with any planned subdivision.
4. Owner agrees the dam will be constructed as designed and if it fails there would not likely be loss of life nor serious downstream property damages.
5. Owner agrees not to develop nor to allow development of downstream property, which he owns, or controls, which could cause serious property, damage to others or cause loss of life if the dam should fail.
6. Owner understands that if downstream property is developed by others, which would be adversely affected by a sudden failure of this dam, it is the owner's responsibility to upgrade the quality of the dam in accordance with the changed downstream conditions.
7. Owner agrees to construct or require the contractor to construct the structure according to drawings and specifications prepared by the NRCS.
8. Owner grants ingress-egress permission to NRCS employees when needed for inspections or operation and maintenance (O&M).
9. Owner agrees to operate and maintain the embankment and reservoir in accordance with a jointly-agreed-to O&M plan furnished with the design.
10. Owner understands that the NRCS makes no warranty, expressed or implied, of the integrity of the dam or its water holding ability.
11. Owner agrees with and will obtain a contractor who will accept the division of responsibilities as stated in the following paragraphs.

RESPONSIBILITIES OF:

LANDOWNERS

The owner will acquaint himself with the provisions of the drawings and specifications to determine that the completed structure will fulfill his present and future needs. Inspection during construction will be the responsibility of the landowner and contractor. The owner will advise the NRCS of (1) the anticipated date of construction commencement, (2) foundation preparation, (3) the date anticipated for backfill of the cut-off trench, (4) pipe installation, and (5) the date just prior to completion of construction with equipment still on site.

CONTRACTORS

The Contractor will acquaint himself with the provisions of the drawings and specifications, conditions at the site that may affect his schedule of operation, and the location and meaning of all stakes on the site. Failure to do so will not relieve him of the difficulties and cost pursuant to satisfactorily completing the work in compliance with the drawings and specifications and any written or verbal contract with the owner. The contractor and/or owner are responsible for construction layout from NRCS established lines and elevations. All benchmarks, grade and line stakes will be left undisturbed and protected by the contractor to facilitate construction and inspection to the extent practical.

The contractor, weather permitting, will schedule his work to start on the agreed-to date and work continuously until satisfactorily completed.

The contractor will implement any construction provisions of permits obtained by the landowner. Such provisions may include Best Management Practices for Construction in an NPDES Permit issued by ADEM. All damages occurring to completed or partially completed work or materials, by the elements or otherwise, during construction, will be the responsibility of the contractor. Absence of owner or Natural Resources Conservation Service personnel during construction will not relieve the contractor from completing the work in strict compliance with the drawings, specifications, and any permits.

Upon completion of the work, before moving his equipment, the contractor will request final concurrence by the owner and the NRCS or he will survey the work and certify to the NRCS that the work is according to drawings and specifications. The contractor will then receive concurrence that all work is completed satisfactorily or receive notice of the items that need to be completed prior to final concurrence.

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

The NRCS makes no warranty, expressed or implied, of the impounding structure or the water holding ability of the structure.

The United States and its employees are in no manner a party to any verbal or written contract between the owner and the contractor. NRCS employees will assist the owner on inspections as requested during construction to help obtain satisfactory compliance with the drawings and specifications. An NRCS employee will inspect the keyway (cut-off) and laying of the pipe on all dams upon request of the owner or contractor.

NRCS employees will also participate in a final inspection to help determine that the structure was constructed in accordance with the drawings and specifications. Where cost-shared funds are involved, approval of an NRCS employee is required before payment can be made.

I request that the NRCS provide the technical assistance on the design and construction of a dam and reservoir or embankment type structure on my property at _____.
_____. I understand and agree to the conditions set forth in this application and will construct and maintain this structure according to the drawings, specifications, and operation and maintenance plan prepared for the job.

LANDOWNER

ADDRESS

DATE